



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, SEPTEMBER 08, 2022  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Chuck Huff  
Interim Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

### ROLL CALL

### INVOCATION - MAYOR

### PLEDGE OF ALLEGIANCE - VICE MAYOR

### AWARDS AND RECOGNITION

### APPROVAL OF MINUTES

1. Minutes of the Regular Session held August 25, 2022

### 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 ORDINANCES 2022-15 AND 2022-16 AD VALOREM TAX MILLAGE RATE AND BUDGET** Consider a motion to adopt on first reading Final Ad-Valorem Tax Millage Rate and Approved Fiscal 2022-2023 Village Budget.
- 3. 1ST READING OF ORDINANCE 2022-17 – CODE AMENDMENT – FIRE AND POLICE PENSION PLAN** Consider a motion to adopt on first reading Ordinance 2022-17 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-159, "Creation of Trust and Definitions," Section 2-161, "Benefit Amounts," and Section 2-163, "Contributions," to amend the calculation of Police Officer Retirement Benefits to increase the multiplier used to calculate Retirement Benefits, modify the Maximum Cap and increase the Employee Contribution for Police Officer Members.
- 4. PUBLIC HEARING AND RE-ADOPTION OF ORDINANCE 2022-12 ON 2ND READING – CODE AMENDMENT – THREE TIER ASSESSMENT STRUCTURE FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES** Consider a motion to re-adopt and enact on second reading Ordinance 2022-12 amending Chapter 30, "Stormwater Management Utility," of the Village Code of Ordinances by amending Section 30-6, "Stormwater Management Utility Assessments," to create three tiers for assessments imposed against improved single-family residential properties.
- 5. PUBLIC HEARING AND RE-ADOPTION OF ORDINANCE 2022-13 ON 2ND READING – CODE AMENDMENT – MEETINGS AND GATHERINGS AT PARKS, PLAYGROUNDS AND RECREATION** Consider a motion to re-adopt and enact on second reading Ordinance 2022-13 amending Division 2, "Permit," of Article II, "Meetings and Gatherings," of Chapter 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances by amending Section 20-31, "Permit Required," to increase the permit requirement threshold to twenty-five persons.
- 6. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-14 – CODE AMENDMENT – REPEAL OF EXEMPT EMPLOYEE EMERGENCY DUTY** Consider a motion to adopt and enact on second reading Ordinance 2022-14 amending Chapter 8, "Emergency Management," of the Village Code of Ordinances to repeal Article III, "Exempt Employee Emergency Duty" providing for the compensation of Disaster-Related Emergency Work during a Declared State of Emergency.

**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.*

- 7. MOTION** – Approving of Change Order and Final Payment in the amount of \$23,808 to J.W. Cheatham, LLC for milling, resurfacing and striping of various roadways throughout the Village.
- 8. RESOLUTION** – Authorizing the submission of an application for State Aid to Libraries Grant Funding and authorizing execution of the Grant Agreement.
- 9. RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with Al Packer, Inc. in the total amount of \$30,000 for parts and repairs.
- 10. RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with Nextran Truck Center, Inc. in the total amount of \$35,000 for parts and repairs.
- 11.** Receive for file Minutes of the Library Advisory Board meeting held 7/26/22.
- 12.** Receive for file Minutes of the Infrastructure Surtax Oversight Committee meeting held 8/15/22.

## **OTHER VILLAGE BUSINESS MATTERS**

- 13. RESOLUTION – FIRE RESCUE DEPARTMENT AMBULANCE PURCHASE** Consider a motion to adopt a resolution approving the purchase of one 2024 Freightliner M2 4-Door Cab with PL Custom Medium Duty Ambulance Module from South Florida Emergency Vehicles LLC at a total amount not to exceed \$619,728.75; authorizing the Interim Village Manager to execute the Purchase Agreement and all required documents; and declaring an existing 2016 Freightliner/AEV Ambulance as surplus property and authorizing its disposal.
- 14. DISCUSSION –** Ad Hoc Residential Code Committee remaining topics to analyze.
- 15. DISCUSSION –** Village Manager Recruitment

## **COUNCIL AND ADMINISTRATION MATTERS**

- 16. ATTORNEY-CLIENT SESSION (Anchorage at Southwinds, LLC v. Village of North Palm Beach and Wayne Cameron (Case No. 50-2022-CA-04478-XXXX-MB):**
1. Announcement of Attorney-Client Session (Mayor announces commencement of attorney-client session, estimated length (30 minutes) and names of persons attending – members of the Village Council, Interim Village Manager and Village Attorney)
  2. Convene Attorney-Client Session (Village Hall Conference Room)
  3. Re-opening of public meeting and announcement of termination of Attorney-Client Session

## **MAYOR AND COUNCIL MATTERS/REPORTS**

## **VILLAGE MANAGER MATTERS/REPORTS**

## **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  
AUGUST 25, 2022**

Present:

Deborah Searcy, Mayor  
David B. Norris, Vice Mayor  
Susan Bickel, President Pro Tem  
Mark Mullinix, Councilmember  
Chuck Huff, Interim Village Manager  
Len Rubin, Village Attorney  
Jessica Green, Village Clerk

Absent:

Darryl C. Aubrey, Sc.D., Councilmember

**ROLL CALL**

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present except for Councilmember Aubrey. All members of staff were present.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

**AWARDS AND RECOGNITION**

Eryn Russell, Ambassador for the Florida League of Cities presented Vice Mayor Norris with the Florida League of Cities' Mayor John Land Years of Service Award for serving as an elected official for the Village for twenty-five (25) years.

Vice Mayor Norris thanked and expressed his appreciation to the Florida League of Cities, Village Council, the Village residents and his family for his award and the privilege to serve as an elected official for the Village of North Palm Beach.

**APPROVAL OF MINUTES**

The Minutes of the Regular Session held July 28, 2022 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Senator Bobby Powell, District 30, gave a 2022 Legislative update.

**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

**ORDINANCE 2022-14 CODE AMENDMENT – REPEAL OF EXEMPT EMPLOYEE EMERGENCY DUTY**

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt on first reading Ordinance 2022-14 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 8, “EMERGENCY MANAGEMENT,” OF THE VILLAGE CODE OF ORDINANCES TO REPEAL ARTICLE III, “EXEMPT EMPLOYEE EMERGENCY DUTY” PROVIDING FOR THE COMPENSATION OF DISASTER-RELATED EMERGENCY WORK DURING A DECLARED STATE OF EMERGENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to repeal the portion of the Village Code providing for emergency duty compensation for exempt employees during a declared local state of emergency since the recent update to the Village’s personnel rules and regulations provided for emergency pay for both non-exempt and exempt employees.

Thereafter, the motion to adopt on first reading Ordinance 2022-14 passed with all present voting aye.

President Pro Tem Bickel left the meeting.

**CONSENT AGENDA APPROVED**

Councilmember Mullinix moved to approve the Consent Agenda. Vice Mayor Norris seconded the motion, which passed with all present voting aye. The following items were approved:

Resolution approving a Grant Agreement with the Florida Department of Environmental Protection for the receipt of grant funds for preparation of the Village’s Stormwater Master Plan; and authorizing execution of the Agreement.

Resolution approving and ratifying a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, Inc. to revise Article 27 of the Collective Bargaining Agreement as it applies to Assignment Pay; and authorizing the Interim Village Manager to execute the Memorandum of Understanding.

Resolution approving a Contract with drive on Cart Path Systems, LLC for concrete cart path installation, curbing and panel replacement at the North Palm Beach Country Club Golf Course at a total cost not to exceed \$50,000; and authorizing execution of the Contract.

Resolution approving the design, installation and maintenance of Community Aesthetic Features located at U.S. Highway One within the Village; and authorizing the Interim Village Manager and Village Clerk to execute a Community Aesthetic Feature Agreement with the Florida Department of Transportation for decorative art wraps around traffic control boxes.

Receive for file Minutes of the Business Advisory Board Meeting held 6/21/22.

Receive for file Minutes of the Recreation Advisory Board Meeting held 7/12/22.

President Pro Tem Bickel returned to the meeting.

**RESOLUTION 2022-63 – STORMWATER MANAGEMENT UTILITY NON-AD VALOREM ASSESSMENT ROLL ADOPTION AND CERTIFICATION**

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt Resolution 2022-63 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT FOR PARCELS OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained the history and evolution of implementing a stormwater utility fee to fund the repair and maintenance of the Village's stormwater system. Mr. Rubin explained that since a new three tier assessment fee structure was adopted, Florida Statutes Section 197.3632 required the adoption of the non-ad valorem assessment roll at a public hearing as if it were being levied for the first time.

Thereafter, the motion to adopt Resolution 2022-63 passed with all present voting aye.

**RESOLUTION 2022-64 – AUDITOR SERVICES AGREEMENT**

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt Resolution 2022-64 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE AUDITOR SELECTION COMMITTEE'S FINAL RANKING OF AUDITOR PROPOSALS, APPROVING AN AGREEMENT FOR AUDITING SERVICES WITH NOWLEN, HOLT & MINER, P.A. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that per Florida Statutes Section 218.391, the Village Council appointed the Audit Committee to serve as the Auditor Selection Committee and appointed Councilmember Aubrey to serve as Chair of the Committee. The Committee advertised a Request for Proposals for Audit Services and received four submittals. The Committee met on August 8<sup>th</sup> to score and rank the proposals. Nowlen, Holt & Miner, P.A. who was the current Village Auditor, scored and ranked the highest out of the four proposals and was also the firm that submitted the lowest cost proposal. The Committee recommended to Village Council to retain the services of Nowlen, Holt & Miner, P.A. as the Village's Auditor.

Tom Magill, Audit Committee Chair, expressed his appreciation for the assistance he received through the process of selecting an auditor and also thanked Mr. Nowlen of Nowlen, Holt and Miner, P.A. for his services.

Thereafter, the motion to adopt Resolution 2022-64 passed with all present voting aye.

**RESOLUTION 2022-65 – POWER STRETCHERS PURCHASE**

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt Resolution 2022-65 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWO STRYKER POWER PRO 2 STRETCHERS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SAVVIK BUYING GROUP COOPERATIVE PURCHASING CONTRACT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$66,800.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE FIRE RESCUE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; DECLARING TWO EXISTING STRETCHERS AS SURPLUS PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Fire Chief J.D. Armstrong explained the necessity for the new stretchers. Chief Armstrong stated that the new stretchers self-load into the ambulance which reduces the stress on the backs of the paramedics.

Thereafter, the motion to adopt Resolution 2022-65 passed with all present voting aye.

**RESOLUTION 2022-66 – MONITOR/DEFIBRILLATORS PURCHASE**

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt Resolution 2022-66 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF FOUR LIFEPAK 15 V4 MONITOR DEFIBRILLATORS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SAVVIK BUYING GROUP COOPERATIVE PURCHASING CONTRACT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$124,424.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE FIRE RESCUE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; DECLARING FOUR EXISTING MONITOR/DEFIBRILLATORS AS SURPLUS PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Fire Chief J.D. Armstrong explained that the monitor/defibrillators were being replaced on their normal rotation schedule since they have met their life span of seven (7) years and were considered obsolete. Chief Armstrong explained that two (2) bids were received and Stryker Medical presented the lowest bid.

Thereafter, the motion to adopt Resolution 2022-66 passed with all present voting aye.

**RESOLUTION 2022-67 – COUNTRY CLUB GOLF COURSE POND REPAIR AND STABILIZATION AND RETAINING WALL INSTALLATION**

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt Resolution 2022-67 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AND THE INSTALLATION OF A RETAINING WALL AND DRAINAGE IMPROVEMENTS AT THE

**RESOLUTION 2022-67 – COUNTRY CLUB GOLF COURSE POND REPAIR AND STABILIZATION AND RETAINING WALL INSTALLATION** *continued*

NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained that the purpose of the resolution was a continuation of last year's CIP plan for golf course repairs and improvements. Mr. Bowman discussed and explained the different areas of the golf course that would be repaired and stabilized and where a retaining wall would be added at the 5<sup>th</sup> tee box along the Intracoastal Waterway.

Thereafter, the motion to adopt Resolution 2022-67 passed with all present voting aye.

**MAYOR AND COUNCIL MATTERS/REPORTS**

Mayor Searcy asked Ms. Jacqueline Whelan to come up and make a delayed public comment.

Jacqueline Whelan, 872 Fathom Court, expressed her concerns with the stormwater assessment of her property and asked if a reassessment of her property could be considered.

Mr. Rubin explained that there was a provision in the code that allows the implementation of a rebate program for property owners who retain stormwater on site. Mr. Rubin stated that they cannot implement the program until the creation of the Stormwater Master Plan.

Councilmember Mullinix stated that he reviewed the potential candidates for Village Manager and stated that they were impressive. Councilmember Mullinix expressed his opinion that Interim Village Manager Chuck Huff should be given the opportunity to become the Village Manager based upon his history with the Village and his recent performance as Acting Manager. Councilmember Mullinix stated that he has received numerous calls from residents recommending Mr. Huff for the Village Manager position. Councilmember Mullinix recommended that Council give Mr. Huff a six (6) to eight (8) month timeframe to demonstrate his ability to earn the Village Manager position.

President Pro Tem Bickel stated that she also received numerous calls from residents regarding whether or not Council was considering Mr. Huff as Village Manager. President Pro Tem Bickel stated that she was on board with the recommendation but did not feel comfortable having full discussion on the matter until Councilmember Aubrey was able to be a part of the discussion.

Vice Mayor Norris concurred and stated that the discussion regarding the Village Manager position should be placed on an agenda and at a meeting where Councilmember Aubrey is able to attend.

Mayor Searcy stated that there were thirty-seven (37) qualified applicants for the Village Manager position and recommended that Council go through the Village Manager recruitment process as advertised.

Discussion ensued between Councilmembers regarding the next step in the Village Manager Recruitment process.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

It was determined that next steps in the Village Manager recruitment process would be discussed at the next Council meeting that Councilmember Aubrey would be able to attend.

Mayor Searcy directed Human Resources Director Renee Govig to email the applicants the day after the meeting to give them a status update on the process and to thank them for their patience.

President Pro Tem Bickel asked Chief Jenkins if Canine Officer Denney would be taken care of and receive all that is needed for his medical care.

Chief Jenkins stated that Canine Officer Denney's medical care would be covered by Workers Compensation and gave an update on his medical status.

Mayor Searcy stated that the American Rescue Plan Act funds have been received by the Village.

Mayor Searcy announced that a Business Networking Happy Hour would be taking place on Monday evening at Stormhouse Brewing at 5 p.m.

Mayor Searcy announced that Coffee with a Cop would be taking place on September 10<sup>th</sup> from 9 a.m. to 12 p.m. in the Library Obert Room and encouraged residents to attend and get to know their police officers.

Mayor Searcy announced that the first annual corn hole tournament would be taking place at the Community Center on September 17<sup>th</sup> and encouraged residents to attend.

VILLAGE MANAGER MATTERS/REPORTS

Building Recertification

Building Official Wayne Cameron gave a status update on the County-wide Building Recertification program. Mr. Cameron gave a brief history of what had taken place in the program so far. Mr. Cameron explained that the Governor signed Senate Bill 4-D which requires visual inspections for condominium buildings three stories or higher that have been occupied for thirty (30) years, or twenty-five (25) years if the buildings are within three miles of a coastline; inspections are required every ten (10) years following the initial inspections. On August 23<sup>rd</sup> the Board of County Commissions agreed to move forward with the legislation in Senate Bill 4-D as passed.

Mr. Cameron stated that there were seventy-nine (79) buildings in the Village that met the new statutory requirement. Mr. Cameron stated that staff would be working with the various Homeowner's Associations to advise them on steps that need to be taken in the coming months.

Mayor Searcy asked if an ordinance needed to be passed for the new legislation.

Mr. Cameron explained that the Village would not have to pass an ordinance since it was a new state law. The County only took consideration to making modifications to the law. The County accepted the law as it was written.

Mayor Searcy asked approximately how long it would take the Village to complete the process of recertifying the seventy-nine (79) buildings.

Building Recertification *continued*

Mr. Cameron stated that the law allowed until 2024 to complete the process.

Mayor Searcy stated that the Ad Hoc Committee was requesting guidance from Council on next steps or items Council wanted reviewed.

Council agreed to have a discussion or workshop on what items to ask the Ad Hoc Committee to review.

Regulation of Smoking in Village Parks

Mr. Rubin gave a brief history regarding the regulation of smoking in parks. Mr. Rubin stated that smoking in parks had been preempted by the state but recently the preemption was lifted for municipalities and counties. Mr. Rubin explained that smoking can now be regulated except for smoking cigars. Mr. Rubin asked Council if they had any interest in regulating smoking within their Village parks. Mr. Rubin discussed and explained what type of places or parks that would be excluded.

Discussion ensued between Councilmembers and Chief Jenkins regarding the regulation of smoking in parks and how it would be enforced.

Mary Phillips, 525 Ebbtide Drive, congratulated Vice Mayor Norris on receiving the Florida League of Cities' Mayor John Land Years of Service Award. Ms. Phillips stated that she is at Anchorage Park every day and has observed that smoking generates a lot of waste in the park.

Council directed staff to draft an ordinance to regulate smoking in Village Parks.

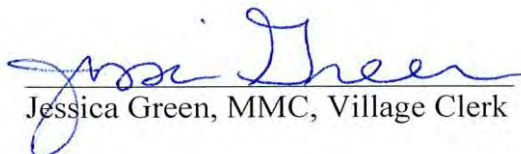
Mr. Rubin made a request for an Attorney Client Session with Council to discuss a lawsuit between Anchorage at Southwinds, LLC and the Village. Mr. Rubin was requesting the meeting in order to seek guidance in responding to an Order. Mr. Rubin recommended starting the session at the beginning or end of the next meeting and stated that the session shouldn't take more than thirty (30) minutes.

Discussion ensued between Councilmembers regarding when to start the Attorney Client Session at the next Council meeting.

Council agreed to start the Attorney Client Session at the beginning of the next scheduled Council meeting on September 8<sup>th</sup>.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:17 p.m.

  
Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH  
FINANCE DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Samia Janjua, Director of Finance

DATE: September 8, 2022

SUBJECT: **ORDINANCE – 1st Reading of Final Ad Valorem Tax Millage Rate; and 1st Reading of Approved Fiscal Year 2022-2023 Village Budget**

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The attached Ad Valorem Tax Ordinance and Annual Budget Ordinance have been prepared for Council's use in setting the Village's Ad Valorem Tax Millage Rate and Annual Budget for the upcoming 2022-23 fiscal year. Council's budget and millage rate adjustments will be incorporated into Budget Summary and Notice of Proposed Tax Increase advertisements that will be published in the Palm Beach Post prior to the Village's final Ad Valorem Tax Millage Rate and Annual Budget hearing on September 22, 2022.

The attached Ordinances establish and adopt the Village's Fiscal Year 2022-2023 budget and set its annual millage rate at **\$7.0500 mills. This millage rate is 12.53% above the Village's Fiscal Year 2022-2023 Rolled-Back Rate of \$6.2648 mills.**

This year's Budget Ordinance provides for an appropriation of \$679,800 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan and an appropriation of \$482,550 to be transferred to the Country Club Fund for the following items:

- \$382,550 to finance the Pool & Tennis operations; and
- \$100,000 for the contribution towards the community share of the Country Club Renewal & Replacement Fund

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

**Recommendation:**

**The Administration recommends Council actions as outlined below:**

1. Attorney reads title of Ordinance establishing and adopting an Ad Valorem tax millage rate for the fiscal year commencing 10/1/22 and ending 09/30/23.
2. Attorney reads title of Ordinance adopting a budget for the fiscal year commencing 10/01/22 and ending 09/30/23.
3. Motion to adopt an Ordinance establishing the Ad Valorem Tax Millage Rate as required by Statute.
4. Motion to adopt an Ordinance adopting the Budget for Fiscal Year 2022-2023.

5. Staff presentation on BOTH Ad Valorem Tax Millage Rate and Budget.
6. Mayor Opens Public Hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
7. Public Comment.
8. Mayor closes public hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
9. Council discussion on BOTH Ad Valorem Tax Millage Rate and Budget.
10. Motion to Establish Ad Valorem Tax Millage Rate and Council vote on Ad Valorem Tax Millage Rate.
11. Mayor publicly announces: (1) rolled back rate; (2) percentage INCREASE over rolled back rate; (3) millage rate to be levied.
12. Council vote on Motion to Adopt Ordinance establishing the Ad Valorem Tax Millage Rate on 1<sup>st</sup> reading.
13. Council vote on Motion to Adopt Ordinance adopting the Budget on 1<sup>st</sup> reading.

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WHEREAS, the Village Council and Village Administration of the Village of North Palm Beach, having reviewed the budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”), have established a millage rate to finance said budget and meet the needs and requirements of the Village and its residents.

**Section 1.** The Village Council hereby establishes and adopts an ad valorem tax operating millage rate of 7.0500 mils for Fiscal Year 2022/2023 and an ad valorem debt service millage rate of 0.000 mils for a total ad valorem tax millage rate of 7.0500 mils or \$7.05 per one thousand dollars of taxable assessed property value. This millage rate is 12.53% above the rolled back rate of 6.2648 mils.

Section 3. This Ordinance shall be effective immediately upon adoption and implemented as of October 1, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS 22<sup>nd</sup> DAY OF  
SEPTEMBER, 2022.

MAYOR

VILLAGE CLERK

VILLAGE ATTORNEY

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WHEREAS, on September 8, 2022 and September 22, 2022, the Village Council conducted duly advertised public hearings to review the proposed Annual Budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”) and has adopted a final Annual Budget to meet the needs and requirements of the Village and its residents for the upcoming fiscal year.

Section 1. The proposed Annual Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” and incorporated herein by this reference is hereby adopted and established as the Village of North Palm Beach’s Annual Budget for Fiscal Year 2022/2023.

**Section 3.** The Annual Budget includes an appropriation in the amount of \$679,800 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan and an appropriation of \$482,550 to be transferred to the Country Club Fund to both finance pool and tennis operations and contribute toward the community share of the Country Club Renewal and Replacement Fund.

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1 Section 5. The Comprehensive Pay Plan, as set forth in the Annual Budget, is hereby  
2 approved. In the event that an authorized position is vacant and monies are available within a  
3 department's salary appropriation to fund a temporary appointment to the vacant position, the  
4 Village Manager may appoint a temporary employee to fill said vacant position for a period not to  
5 exceed 90 days. Said temporary appointment may be renewable for an additional 90-day period  
6 and may only be made for the period pending the filling of the authorized position by a permanent  
7 employee. The pay for a temporary employee shall be within the pay scale of an approved Village  
8 Pay Plan position. The Village Council may revise the Comprehensive Pay Plan by Resolution  
9 during the Fiscal Year without need to amend this Ordinance.

10  
11 Section 6. The Master Fee Schedule for Fiscal Year 2022/2023, as set forth in the Annual  
12 Budget, is hereby approved and adopted. The Village Council may revise the Master Fee Schedule  
13 by Resolution during the Fiscal Year without need to amend this Ordinance.

14  
15 Section 7. When the Village receives monies from any private or governmental source by gift,  
16 grant, contribution or revenue share, to which there is attached as a condition of acceptance any  
17 limitation regarding the use or expenditure of the monies received, the funds so received need not  
18 be shown in the Annual Budget nor shall the Budget be subject to amendment or expenditure as a  
19 result of the receipt of said monies. Said monies shall only be disbursed and applied toward the  
20 purposes for which said funds were received. All monies received as contemplated by this section  
21 shall be segregated and accounted for based on Generally Accepted Accounting Principles  
22 (GAAP) and where appropriate, placed into separate and individual Governmental Fund accounts  
23 from which monies are disbursed and applied in accordance with the terms and conditions of the  
24 gift, grant or contribution.

25  
26 Section 8. The omnibus appropriation and expenditure authorization set forth herein may be  
27 temporarily or permanently suspended by Resolution of the Village Council if at any time it  
28 appears that the projected revenue supporting the above-described budget is below anticipated  
29 levels or may be temporarily or permanently suspended by Resolution of the Village Council for  
30 any other reason or purpose deemed proper by the Village Council.

31  
32 Section 9. Except as otherwise provided herein, in the event a variation from the total budget  
33 appropriation is or becomes necessary, such variation shall only become legally effective upon the  
34 adoption of an amending Ordinance consistent with Florida Statutes, the Village Charter and the  
35 Village Code of Ordinances.

36  
37 Section 10. All outstanding encumbrances for Non-Capital and Capital Expenditures on  
38 September 30, 2022 shall lapse at that time, and all unexpended Capital Expenditure encumbrances  
39 and appropriations and other encumbrances specifically designated to be carried over to the  
40 subsequent year may be added to the corresponding approved 2022/2023 available budget balances  
41 and be simultaneously re-appropriated for expenditure, as previously approved in the 2021/2022  
42 Fiscal Year.

43  
44 Section 11. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for  
45 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,  
46 such holding shall not affect the remainder of this Ordinance.

1 Section 12. All ordinances or parts of ordinances and resolutions or parts of resolutions in  
2 conflict herewith are hereby repealed to the extent of such conflict.  
3

4 Section 13. This Ordinance shall be effective immediately upon adoption and shall be  
5 implemented October 1, 2022.  
6

7 PLACED ON FIRST READING THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2022.  
8

9 PLACED ON SECOND, FINAL READING AND PASSED THIS 22<sup>nd</sup> DAY OF  
10 SEPTEMBER, 2022.  
11

12  
13  
14 (Village Seal)

\_\_\_\_\_  
MAYOR

15  
16  
17 ATTEST:  
18

19 \_\_\_\_\_  
20 VILLAGE CLERK  
21

22 APPROVED AS TO FORM AND  
23 LEGAL SUFFICIENCY:  
24

25 \_\_\_\_\_  
26 VILLAGE ATTORNEY

# Combined Budget Summary (General Fund & Enterprise Funds)

FY 2023

This is a combined budget summary for the General Fund, Country Club Fund and the Stormwater Utility Fund.

Combined Budget Summary		FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
Millage Rate ( <i>General Fund Only</i> )		\$7.05	\$7.05	0%	\$0
Budgeted Positions	Full-Time	150	156	+6	N/A
	Part-Time	109	108	-1	
Revenues					
Ad-Valorem Taxes		\$17,615,577	\$19,860,848	12.75%	\$2,245,271
Non Ad-Valorem Assessment		518,112	500,000	-3.50%	(\$18,112)
Utility Service Taxes		2,597,955	2,636,753	1.49%	38,798
Franchise Fees		1,298,000	1,381,000	6.39%	83,000
Sales & Use Taxes		287,881	303,226	5.33%	15,345
Licenses & Permits		1,310,200	1,625,500	24.07%	315,300
Intergovernmental		1,477,720	1,653,100	11.87%	175,380
Charges for Services		1,778,380	1,896,775	6.66%	118,395
Fines & Forfeitures		121,112	125,750	3.83%	4,638
Golf Greens/Cart/Walking fee		2,510,000	3,300,000	31.47%	790,000
Club membership revenues		1,070,500	1,139,700	6.46%	69,200
Golf shop revenues		462,500	668,000	44.43%	205,500
Driving range revenues		375,000	477,600	27.36%	102,600
Restaurant revenues		328,000	365,000	11.28%	37,000
Tennis & Pool Revenues		713,300	858,840	20.35%	145,180
Interest revenues		139,902	35,530	-74.60%	(104,372)
Transfer In		378,550	482,550	27.47%	104,000
Miscellaneous revenues		259,899	35,150	-86.48%	(224,749)
Total Revenues		\$33,242,588	\$37,344,962	12.34%	\$4,102,374
Expenses					
General Government		\$3,428,083	\$3,798,695	10.81%	\$370,612
Public Safety		10,517,083	12,142,013	15.45%	1,624,930
Public Works		6,029,558	6,221,170	3.18%	191,612
Community Development		1,746,989	1,695,666	-2.94%	(51,323)
Leisure Services		2,351,797	2,893,594	23.04%	541,797
Reserves & Contingencies		285,412	396,497	38.92%	111,085
Debt Service		2,282,736	2,327,786	1.97%	45,050
Transfer Out		1,038,550	1,162,350	11.92%	123,800
Golf		3,509,129	4,269,079	21.66%	759,950
Clubhouse Grounds		513,067	630,783	22.94%	117,716
Pool & Tennis		1,173,581	1,375,129	17.17%	201,548
Country Club Admin and F&B		366,603	432,200	17.89%	65,597
Total Expenses		\$33,242,588	\$37,344,962	12.34%	\$4,102,374
Net		\$0	\$0		\$0

# General Fund Budget Summary

FY 2023

The General Fund is used to account for most of the day-to-day operations of the Village, which are financed from property taxes, fees, licenses, permits, fines and forfeitures, intergovernmental and other general revenue. A brief budget summary is provided below.

	Actual 09/30/2020	Actual 09/30/2021	FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
<b>Millage Rate</b>	<b>\$7.5000</b>	<b>\$7.5000</b>	<b>\$7.0500</b>	<b>\$7.0500</b>	<b>0%</b>	<b>\$0</b>
<b>Revenues</b>						
Ad-Valorem Taxes	\$16,991,314	\$17,629,392	\$17,615,577	\$19,860,848	12.75%	\$2,245,271
Utility Service Taxes	2,558,092	2,539,175	2,597,955	2,636,753	1.49%	38,798
Franchise Fees	1,304,936	1,354,110	1,298,000	1,381,000	6.39%	83,000
Sales & Use Taxes	273,428	283,233	287,881	303,226	5.33%	15,345
Licenses & Permits	1,320,361	1,574,640	1,310,200	1,625,500	24.07%	315,300
Intergovernmental	2,057,271	1,826,787	1,477,720	1,653,100	11.87%	175,380
Charges for Services	2,171,956	1,727,413	1,778,380	1,896,775	6.66%	118,395
Fines & Forfeitures	195,198	153,849	121,112	125,750	3.83%	4,638
Interest	490,498	70,891	129,902	35,530	-72.65%	(94,372)
Capital Lease Acquisitions	1,009,529	1,682,018	0	0	0.00%	\$0
Miscellaneous	160,151	296,240	11,680	11,600	-0.68%	(80)
<b>Total Revenues</b>	<b>\$28,532,733</b>	<b>\$29,137,747</b>	<b>\$26,628,407</b>	<b>\$29,530,082</b>	<b>10.90%</b>	<b>\$2,901,675</b>
<b>Expenditures</b>						
General Government	\$3,262,340	\$3,504,047	\$3,428,083	\$3,798,695	10.81%	\$370,612
Public Safety	10,102,249	10,550,874	10,517,083	12,142,013	15.45%	1,624,930
Public Works	5,443,660	5,456,227	5,511,446	5,721,170	3.81%	209,724
Community Development	1,385,314	1,295,219	1,746,989	1,695,666	-2.94%	(51,323)
Leisure Services	2,305,311	1,709,542	2,351,797	2,893,594	23.04%	541,797
Debt Service	1,436,689	1,597,170	1,849,047	1,894,097	2.44%	45,050
Capital Lease Acquisitions	1,008,489	1,682,018	0	0	0.00%	0
Reserves & Contingencies	350,367	71,307	185,412	222,497	20.00%	37,085
Transfers Out	644,475	899,280	1,038,550	1,162,350	11.92%	123,800
<b>Total Expenditures</b>	<b>\$25,938,893</b>	<b>\$26,765,685</b>	<b>\$26,628,407</b>	<b>\$29,530,082</b>	<b>10.90%</b>	<b>\$2,901,675</b>
<b>Net Revenue Over Expense</b>	<b>\$2,593,841</b>	<b>\$2,372,062</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

# Enterprise Funds Budget Summary

FY 2023

The Village has two Enterprise Funds: The Country Club Fund and the Stormwater Management Utility Fund. A brief description and budget summary for each is fund is provided below:

## Country Club

The Country Club is an Enterprise Fund used to account for operations of the Village's Golf & Country Club, where the costs of providing goods and services to the general public on a continuing basis are primarily financed or recovered through user charges. The Country Club accounts for the following operations: Country Club Administration, Clubhouse Grounds, Golf, Tennis, Pool and Food & Beverage.

	Actual 9/30/2020	Actual 9/30/2021	FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase/ (decrease)	\$ increase / (decrease)
<b>Revenue</b>						
Golf Greens/Cart/Walking Fees	\$2,181,361	\$2,821,772	\$2,510,000	\$3,300,000	31.47%	\$790,000
Golf Shop revenues	325,038	437,186	462,500	668,000	44.43%	205,500
Driving Range revenues	314,177	509,455	375,000	477,600	27.36%	102,600
Membership revenues	832,888	1,049,617	1,070,500	1,139,700	6.46%	69,200
Restaurant revenues	79,638	311,307	328,000	365,000	11.28%	37,000
Tennis revenues	0	578,212	596,300	705,480	18.31%	109,180
Pool revenues	0	129,996	117,000	153,000	30.77%	36,000
Interest revenues	0	133	10,000	0	-100.00%	(10,000)
Sale of Surplus	1,458	0	0	0	0.00%	0
Transfer from General Fund	0	274,000	378,550	482,550	27.47%	104,000
Appropriated Retained Earnings	0	0	227,319	0	-100.00%	(227,319)
Miscellaneous	35,350	121,909	20,900	23,550	12.68%	2,650
<b>Total Revenues</b>	<b>\$3,769,909</b>	<b>\$6,233,588</b>	<b>\$6,096,069</b>	<b>\$7,314,880</b>	<b>19.99%</b>	<b>\$1,218,811</b>
<b>Expenses</b>						
<b>Personnel Costs</b>	\$977,836	\$1,691,556	\$2,043,420	\$2,390,532	16.99%	\$347,112
<b>Operating Costs</b>						
Golf	2,136,847	2,553,202	2,447,000	2,762,350	12.89%	315,350
Food & Beverage	31,318	13,659	15,000	20,000	33.33%	5,000
Country Club Administration	21,516	24,470	28,500	48,100	68.77%	19,600
Clubhouse Grounds	326,298	382,602	434,615	556,030	27.94%	121,415
Tennis	0	136,378	176,150	181,836	3.23%	5,686
Pool	0	178,790	182,695	207,794	13.74%	25,099
Insurance & General Liability	28,139	21,748	25,000	25,000	0.00%	0
Attorney Fees	4,044	8,695	10,000	7,549	-24.51%	(2,451)
<b>Capital Outlay</b>	36,661	191,059	200,000	508,000	154.00%	308,000
<b>Debt Service</b>	433,689	433,689	433,689	433,689	0.00%	0
<b>Reserve</b>	0	0	100,000	174,000	74.00%	74,000
<b>Total Expenses</b>	<b>\$3,996,348</b>	<b>\$5,635,847</b>	<b>\$6,096,069</b>	<b>\$7,314,880</b>	<b>19.99%</b>	<b>\$1,218,811</b>
<b>Revenues over (under) expenses</b>	<b>(\$226,438)</b>	<b>\$597,741</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

# Enterprise Funds Budget Summary

FY 2023

## Stormwater Management Utility Fund

The Stormwater Management Utility Fund is an enterprise fund into which all revenues from the Stormwater Management Utility Assessments, grants, and other funding sources are deposited and expenditures relating to the stormwater management system are paid. The amount of the Stormwater Management Utility Assessment is based on the estimated amount of stormwater runoff generated by impervious surfaces located on parcels of real property within the Village.

	<b>FY 2022 Adopted Budget</b>	<b>FY 2023 Tentative Budget</b>	<b>% increase/ (decrease)</b>	<b>\$ increase / (decrease)</b>
<b>Revenue</b>				
Non Ad-Valorem Assessment	\$518,112	\$500,000	-3.50%	(\$18,112)
<b>Total Revenues</b>	<b>\$518,112</b>	<b>\$500,000</b>	<b>-3.50%</b>	<b>(\$18,112)</b>
<b>Expenses</b>				
Public Works	\$518,112	500,000	-3.50%	(18,112)
<b>Total Expenses</b>	<b>\$518,112</b>	<b>\$500,000</b>	<b>-3.50%</b>	<b>(\$18,112)</b>
<b>Revenues over (under) expenses</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: September 8, 2022

SUBJECT: **ORDINANCE 1<sup>st</sup> Reading** – Adoption of amendments to Police Officer Pension Plan to incorporate changes set forth in the newly adopted Collective Bargaining Agreement

---

Through the adoption of Resolution 2022-29 on April 14, 2022, the Village Council ratified a new Collective Bargaining Agreement ("CBA") between the Village and the Police Benevolent Association of Palm Beach County, Inc. The new CBA modified certain provisions applicable to the pension benefits for police officer members, and these amendments need to be incorporated into the Village Code.

The attached Ordinance amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinances to reflect the terms of the new CBA as follows:

- Sections 2-159 and 2-161 are amended to raise the cap on retirement benefits from seventy-five percent (75%) to eighty percent (80%) of average monthly earnings for police officers who retire on and after October 1, 2022.
- Section 2-161 is amended to increase the multiplier used to calculate the normal retirement benefit from 2.75% to 3.0% for credited service on and after October 1, 2022.
- Section 2-163 is amended to increase employee contributions for police officer members from seven percent (7%) to:
  - Eight and one-half percent (8.5%) effective the first payroll after October 1, 2022;
  - Ten percent (10%) effective the first payroll after October 1, 2023; and
  - Indicate that state contributions pursuant to Chapter 175/185 (portion of state premium tax collections on property and casualty insurance policies written within the Village) are applied to reduce the Village's annual contributions.

As indicated at the time the CBA was ratified, the enhancements to the pension benefits will have minimal to no financial impact to the Village. Based on the actuarial analysis completed during union negotiations, the additional contributions should be adequate to offset the increase in the pension benefit.

The attached Ordinance has been prepared and/or reviewed for legal sufficiency by this office.

**Recommendation:**

**Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to modify the pension benefits and contributions for police officer members as set forth in the Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc. in accordance with Village policies and procedures.**

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WHEREAS, the Village sponsors a retirement plan for its police officer and firefighter employees known as the Village of North Palm Beach Fire and Police Retirement Fund, which is administered by a Board of Trustees;

WHEREAS, the Village Council wishes to amend the Plan to incorporate these changes and determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the Village and its residents.

Section 1. The foregoing “whereas” clauses are hereby ratified as true and are incorporated herein.

**Sec. 2-159. Creation of trust and definitions.**

- Page 1 of 7

1 shall be known as the Village of North Palm Beach Fire and Police Retirement  
2 Fund and is intended to be a tax qualified plan under Internal Revenue Code Section  
3 401(a) and meet the requirements of a governmental plan as defined in Internal  
4 Revenue Code Section 414(d).

5  
6 (b) *Definitions.* As used herein, unless otherwise defined or required by  
7 the context, the following words and phrases shall have the meaning indicated:  
8

9 *Accrued benefit* means the portion of a member's normal retirement benefit  
10 which is considered to have accrued as of any date, as follows:  
11

- 12 (1) A member's accrued benefit for years of credited service earned  
13 before October 1, 2018 shall be equal to the sum of two and one-  
14 half percent of the member's average monthly earnings multiplied  
15 by the member's credited service for the first twenty-four (24) years;  
16 zero (0) percent of the member's average monthly earnings  
17 multiplied by the member's credited service for each year after  
18 twenty-four (24) years up to thirty (30) years; and two (2) percent of  
19 the member's average monthly earnings multiplied by the member's  
20 credited service for each year in excess of thirty (30) years.  
21
- 22 (2) A member's accrued benefit for years of credited service earned on  
23 and after October 1, 2018 (provided the member was employed by  
24 the Village on or after July 11, 2019) shall be equal to two and three-  
25 fourths percent per year of service. For Police Officers and  
26 Firefighters who retire prior to October 1, 2022, the total accrued  
27 benefit shall not be greater than seventy-five (75) percent of average  
28 monthly earnings at the time of retirement (including entry into the  
29 DROP), but in all cases the accrued benefit earned on and after  
30 October 1, 2018 shall be at least two and three-fourths percent per  
31 year of service on and after October 1, 2018. For Firefighters and  
32 Police Officers who retire on and after October 1, 2022, the total  
33 accrued benefit shall not be greater than eighty (80) percent of  
34 average monthly earnings at the time of retirement (including entry  
35 into the DROP), but in all cases the accrued benefit earned on and  
36 after October 1, 2018 shall be at least two and three-fourths percent  
37 per year of service on and after October 1, 2018.  
38
- 39 (3) For purposes of this calculation, average monthly earnings and  
40 credited service as of the date of determination shall be used. The  
41 accrued benefit is considered to be payable in the plan's normal form  
42 commencing on the member's normal retirement date, with such  
43 date determined as through the member remains in full-time  
44 employment with the employer.  
45

46 \* \* \*  
47

1           **Sec. 2-161. Benefit amounts.**

2  
3           (a)     *Normal retirement benefit.*

4  
5           (1)     *Amount.* Each member who retires on or after the member's normal  
6 retirement date shall be eligible to receive a normal retirement  
7 benefit commencing on the member's actual retirement date. In all  
8 cases, the benefit provided for years of service on and after October  
9 1, 2018 shall be at least two and three-fourths percent of average  
10 monthly earnings per year of service (provided the member was  
11 employed by the village on and after July 11, 2019). The monthly  
12 normal retirement benefit shall be calculated as follows:

13  
14                     *For Police Officer members:* An amount equal to the sum of two  
15 and one-half percent of the member's average monthly earnings  
16 multiplied by the member's credited service prior to October 1,  
17 2018; and two and three-fourths percent for credited service on or  
18 after October 1, 2018 (provided the member remained employed by  
19 the Village as a police officer on or after July 11, 2019); and three  
20 percent for credited service on and after October 1, 2022. On and  
21 after October 1, 2022, a A Police Officer retiree's maximum monthly  
22 pension benefit shall not exceed ~~seventy five (75)~~ eighty (80)  
23 percent of the retiree's average monthly earnings as that term is  
24 defined in Section 2-159 above; for retirements prior to October 1,  
25 2022, the maximum benefit is 75% of average monthly earnings.

26  
27                     *For Firefighter members:* An amount equal to the sum of two and  
28 one-half percent of the member's average monthly earnings  
29 multiplied by the member's credited service prior to October 1,  
30 2018; and two and three-fourths percent for credited service on or  
31 after October 1, 2018 (provided the member remained employed by  
32 the Village as a firefighter on or after July 11, 2019). On and after  
33 October 1, 2022, a Firefighter retiree's maximum monthly pension  
34 benefit shall not exceed eighty (80) percent of the retiree's average  
35 monthly earnings as that term is defined in Section 2-159 above; for  
36 retirements prior to October 1, 2022, the maximum benefit is 75%  
37 of average monthly earnings.

38                                     \* \* \*

39  
40  
41           **Sec. 2-163. Contributions.**

42  
43           (a)     *Member contributions.*

44  
45           (1)     *Amount.* Members of the plan shall make regular contributions to  
46 the fund at rate equal to two (2) percent of their respective earnings.  
47

*For Police Officer members only:*

- (i) Effective at the beginning of the first full payroll period after October 1, 2013, the Police Officer member contribution shall increase to two and sixty-seven one hundredths (2.67) percent;
- (ii) Effective the first full payroll period after October 1, 2014, the Police Officer member contribution shall increase to three and thirty-three one hundredths (3.33) percent; and
- (iii) Effective the first full payroll period after October 1, 2015, the Police Officer member contribution shall increase to four (4) percent.
- (iv) Effective the second payroll period following the adoption of Ordinance 2019-11, the Police Officer member shall contribute six (6) percent of earnings.
- (v) Effective the first payroll period after October 1, 2020, the Police Officer member shall contribute seven (7) percent of earnings.
- (vi) Effective the first full payroll after October 1, 2022, the Police Officer member shall contribute eight and one-half (8.5) percent of earnings.
- (vii) Effective the first full payroll after October 1, 2023, the Police Officer member shall contribute ten (10) percent of earnings; and
- (viii) During participation in the DROP, Police Officer members shall contribute four (4) percent of earnings, with three (3) percent credited to the member's DROP account and one (1) percent applied to the Pension Plan Unfunded Actuarial Accrued Liability ("UAAL").

*For Firefighter members only:*

- (i) Effective the beginning of the first full payroll period after April 1, 2015, the Firefighter member contribution shall increase to three and one-half (3½) percent; and
- (ii) Effective the first full payroll period after April 1, 2016, the Firefighter member contribution shall increase to five (5) percent.

- (iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from five (5) percent of earnings to seven (7) [percent] of earnings.
- (iv) Effective the first full payroll period after September 30, 2022, the Firefighter member contribution shall increase from seven (7) percent to seven and one-half (7.5) percent.
- (v) Effective the first full payroll period after September 30, 2023, the Firefighter member contribution shall increase from seven and one-half (7.5) percent to eight (8) percent.
- (vi) Effective the first full payroll period after September 30, 2024, the Firefighter member contribution shall increase from eight (8) percent to eight and one-half (8.5) percent.
- (vii) During DROP, the Firefighter member shall contribute four (4) percent of earnings, with three (3) percent credited to the member's DROP account and one (1) percent applied to the Pension Plan.

- (2) *Duration.* The village shall pick-up, rather than deduct from each member's pay, beginning with the date of employment, two (2) percent of the member's basic compensation. The monies so picked-up shall be deposited in the fund on a monthly basis. An account record shall be maintained continuously for each member. Pick-up contributions shall continue until death, disability or termination of service, whichever shall occur first. Contributions shall remain in the fund unless withdrawn as provided in the plan. No member shall have the option to choose to receive the contributed amounts directly instead of having them paid by the village directly to the plan. All such pick-up contributions by the village shall be deemed and be considered as part of the member's accumulated contributions and subject to all provisions of the plan pertaining to accumulated contributions of members. The intent of this provision is to comply with Section 414(h)(2) of the Internal Revenue Code. For paying Social Security taxes, and for such other purposes except as specified in this plan, the amount of employee contributions "picked-up" or paid by the village will be added to the amount distributed on a current basis in order to determine total wages, salary, pay or compensation. In the event that the employer agrees to assume and pay member contributions in lieu of direct contributions by the member, such contributions shall accordingly be paid into the plan on behalf of the members. No member subject to such agreement shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the

1 employer directly to the plan. All such contributions by the  
2 employer shall be deemed and considered as part of the member's  
3 accumulated contributions and subject to all provisions of this plan  
4 pertaining to accumulated contributions of members. The intent of  
5 this language is to comply with section 414(h)(2) of the Internal  
6 Revenue Code.

7  
8 (3) *Interest.* Interest shall be credited to member contributions as of  
9 September 30 of each year at a rate equal to the change in the  
10 consumer price index, published by the U.S. Bureau of Labor  
11 Statistics, over the twelve-month period ending on the previous June  
12 30. The maximum rate for any year shall be seven (7) percent and  
13 the minimum rate shall be zero (0) percent.

14  
15 (4) *Guaranteed refund.* All benefits payable under this plan are in lieu  
16 of a refund of accumulated contributions. In any event, however,  
17 each member shall be guaranteed the payment of benefits on his  
18 behalf at least equal in total amount to his accumulated  
19 contributions.

20  
21 (b) *State contributions.* Any monies received or receivable by reason of  
22 the laws of the State of Florida for the express purpose of funding and paying for  
23 the benefits of police officers or firefighters shall be deposited in the fund within  
24 the time prescribed by law. Such monies shall be for the sole and exclusive use of  
25 members or may be used to pay extra benefits for members. The State contributions  
26 pursuant to Chapters 175/185 are applied to reduce the Village's annual  
27 contribution.

28  
29 (c) *Employer contributions.* So long as this plan is in effect, the  
30 employer shall make contributions to the fund in an amount at least equal to the  
31 difference in each year as between the aggregate member and state contributions  
32 for the year and the total cost for the year as shown by the most recent actuarial  
33 valuation report for the system. The total cost for any year shall be defined as the  
34 total of normal cost plus the additional amount sufficient to amortize the unfunded  
35 actuarial liability in accordance with applicable laws of the State of Florida. The  
36 employer's contribution shall be deposited on at least a quarterly basis. The State  
37 contributions pursuant to Chapters 175/185 are applied to reduce the Village's  
38 annual contribution.

39  
40 (d) *Forfeitures.* Any forfeitures arising shall be applied to reduce future  
41 contributions to the plan. No forfeited amount shall be applied to change benefit  
42 amounts for members.

43  
44 \* \* \*  
45

1        Section 3.     All other provisions of Division 4 of Article V of Chapter 2 of the Village  
2 Code of Ordinances not expressly amended as set forth above shall remain unchanged by the  
3 adoption of this Ordinance.  
4

5        Section 4.     The provisions of this Ordinance shall become and be made part of the Code  
6 of the Village of North Palm Beach, Florida.  
7

8        Section 5.     If any action, paragraph, sentence, clause, phrase or word of this Ordinance  
9 is for any reason held be a court of competent jurisdiction to be unconstitutional, inoperative or  
10 void, such holding shall not affect the remainder of this Ordinance.  
11

12       Section 6.     All ordinance or parts of ordinances and resolutions or parts of resolutions  
13 of the Village of North Palm Beach, Florida, which are in conflict with this Ordinance are hereby  
14 repealed to the extent of such conflict.  
15

16       Section 7.     This Ordinance shall be effective immediately upon adoption.  
17

18 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
19

20 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
21 2022.  
22  
23  
24

25 (Village Seal)

\_\_\_\_\_  
MAYOR

26  
27  
28  
29 ATTEST:  
30

31 \_\_\_\_\_  
32 VILLAGE CLERK  
33

34 APPROVED AS TO FORM AND  
35 LEGAL SUFFICIENCY:  
36

37 \_\_\_\_\_  
38 VILLAGE ATTORNEY  
39

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

---

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: April 14, 2022

SUBJECT: **RESOLUTION** – Approval of a Collective Bargaining Agreement with the Palm Beach County Police Benevolent Association ending September 30, 2024.

---

Village staff recommends Village Council adoption of a Resolution approving a Collective Bargaining Agreement between the Village and the Palm Beach County Police Benevolent Association which represents employees in the Village's Police Department. The contract will be effective upon mutual ratification and will end September 30, 2024.

**Summary of the Agreement Changes:**

While the negotiations included minor changes to the agreement to reflect current practices and/or clarify intent, most of the discussion focused on salary and benefits. Changes to the agreement include the following:

Bereavement Leave:

- Increased the bereavement leave in the event of the death of an employee's father, mother, spouse or child from three to four days.

Sick Leave:

- Added domestic partners to the list of individuals for whom an employee can use sick leave in order to provide necessary care during an illness or medical treatment.
- Allows beneficiaries of an employee who dies in the active performance of duties to receive payment equal to 100% of the employee's unused sick leave.

Paid Holidays:

- Consistent with Village policy, Juneteenth (June 19th) was added as a paid holiday. Total paid holidays under the contract increased from eleven (11) to twelve (12).
- Provide premium pay (1 ½ times regular pay) for hours worked during a holiday.

Take Home Vehicles:

- Established that take home vehicles are discretionary and that the Village Manager may revoke vehicle use if it is not fiscally or operationally justified.

Pension:

- Pension benefits were increased to provide for a cap on retirement benefits from 75% to 80% of average final compensation.
- The multiplier will increase from 2.75% to 3%.
- Increases employee retirement contributions from 7% to:
  - o 8.5% effective October 1, 2022, and
  - o 10% effective October 1, 2023.

- Village match of Chapter 457 Deferred Compensation Plan increases at a rate of fifty cents (\$0.50) for every dollar (\$1.00) contributed up to a maximum of (\$120) dollars per month (\$1,440 annually). The Village's contribution limit is doubled the amount in the previous contract.

#### Wages:

- A Compensation Step Plan will be enacted in place of the existing Merit Plan:
  - For FY 2022, the step plan increases the minimum wage for Officers and Sergeants by 4%. The Records Clerk position does not receive an adjustment to the minimum wage. Each step beyond the minimum represents an increase of 3.5%. Employees will receive a lump sum payment of \$1,000 in lieu of retroactive payments back to October 1.
  - For FY 2023 and FY 2024, the step plan increases the minimum wage for Officers and Sergeants by 4%. The Records Clerk position does not receive an adjustment to the minimum wage. Each step beyond the minimum represents an increase of 3.5%.
- Employee's pay will increase based upon the increase in the step plan on October 1 of each year. The only exception is that pay for FY 2022 will increase on the first full payroll following ratification as employees are slotted into their respective pay steps and those who have received satisfactory performance evaluations since October 1 are moved to the next step in the plan.
- Employees will advance one step in the schedule on their anniversary if a satisfactory performance review is attained.
- With the exception of increases resulting from assignments or promotions, movement in the step plan will be frozen on September 30, 2024. Any subsequent salary increases or progression in the step plan will need to be agreed upon in a subsequent collective bargaining agreement or an MOU.
- Employees who reside more than 25 miles from the Village's Public Safety Building and who are assigned a take home vehicle will be subject to payroll deductions.

#### Cost Impacts:

Actuarial analysis shows that the enhancements to the pension benefits will have minimal to no impact on the Village from a financial perspective. The pension benefit is proposed to be enhanced through an increase in the maximum benefit from 75% to 80% of an employee's average final compensation as well as an increase to the multiplier from 2.75% to 3%. The actuarial analysis completed during negotiations indicated that, in order to adequately fund the benefit enhancements, an increase in funding equivalent to 1.2% of the Police payroll would be required. In the first two years of the contract, employee contributions to pension will increase 3%. It is anticipated that this additional contribution is adequate to offset the increase in the benefit, the rate of salary increases and the increased Village contribution to deferred compensation.

Regarding the wage proposal, the increase in the first year is within the amount budgeted for FY 2022. The anticipated cost of wages in the first year as a result of the contract is \$2.8 million.

#### Resolution:

The attached Resolution has been prepared by the Village Attorney.

#### Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Collective Bargaining Agreement with Palm Beach County Police Benevolent Association ending September 30, 2024.

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

---

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: September 8, 2022

SUBJECT: **Readoption of Ordinance 2022-12 on 2<sup>nd</sup> Reading** - Amendment of the Stormwater Utility Ordinance to include a Three-Tiered Utility Assessment for Single Family Residential Properties.

---

At its July 14, 2022 meeting, the Village Council unanimously adopted Ordinance 2022-12 on second and final reading.

Subsequent to the meeting, Staff discovered that the Notice of Public Hearing published in the Palm Beach Post did not meet the minimum notice requirements for the adoption of municipal ordinances as set forth in Section 166.041, Florida Statutes. Specifically, the meeting date and time for the scheduled hearing were inadvertently omitted from the Notice of Public Hearing. Section 166.041(3)(a), Florida Statutes, specifically requires that the notice of proposed enactment shall state the date, time and place of the meeting at which the Ordinance will be adopted. The procedures set forth in Section 166.041, Florida Statutes, constitute the uniform method for the adoption and enactment of municipal ordinances, and a municipality is required to strictly adhere to its requirements.

In order to meet the statutorily prescribed requirements and prevent any future challenge to the validity of the Ordinance, the Village re-published the Notice of Public Hearing to include all required information. The Ordinance remains unchanged from the time it was originally adopted, and Staff has provided the Council with all back up materials previously provided.

**Recommendation:**

Village Staff recommends that the Village Council readopt Ordinance No. 2022-12 providing for a three-tiered utility assessment for single-family residential properties on second and final reading in accordance with all statutory requirements and Village policies and procedures.

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

---

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: July 14, 2022

SUBJECT: **Ordinance 2<sup>nd</sup> Reading** - Amendment of the Stormwater Utility Ordinance to include a Three Tiered Utility Assessment for Single Family Residential Properties.

---

Due to concerns about the condition of the Village's aging stormwater system and the lack of funding available to address such concerns, the Village Council determined that it was necessary to establish a dedicated funding stream to address stormwater system needs. To that end, on July 8, 2021, the Village Council created a Stormwater Management Utility and a Stormwater Management Utility Fund and provided for the adoption of Stormwater Management Utility Assessments, to be levied by future Resolution against real property in the Village. Further, on September 8, 2021, the Village Council established a non-ad valorem assessment roll to fund stormwater system improvements.

During the September 8, 2021 hearing to establish the non-ad valorem assessment roll, the Village Council received comments from residents who questioned the equity of using a flat rate for all single family residential properties. Specifically, residents questioned the use of a flat fee for the single-family residential class when there are large and small parcels as well as greater amounts of pervious and impervious surfaces throughout the Village's residential neighborhoods. Village Council directed staff to reevaluate the fee levied on the single-family stormwater customer class to address the concerns raised by residents during the hearing.

On February 24, 2022, the Village Council approved an agreement with Hazen & Sawyer to develop options that will make distinctions between single-family parcels within the Village's stormwater assessment roll. On May 26, 2022, Hazen & Sawyer presented options regarding the stormwater utility rate methodology to produce greater equity amongst the Single Family Residential rate class. After discussion, the Village Council concurred with the recommendation to implement a three tier rate system based upon parcel size as described below:

<b>SFR Class</b>	Tier 1 <sup>1</sup>	3,380	5,550	0.61	\$7.78	\$56.86	101	\$5,743
	Tier 2 <sup>2</sup>	5,357	5,550	0.97	\$7.78	\$90.11	2,159	\$194,553
	Tier 3 <sup>3</sup>	8,509	5,550	1.53	\$7.78	\$143.14	277	\$39,651
<b>Estimated Scenario 3 Revenue</b>								<b>\$239,946</b>

This SFR class fee structure maintains a stormwater utility rate that is almost the same as the rate charged in FY2022 for most Single Family Residential property owners, but allows a reduction or increase for those outliers with smaller or larger parcels respectively. Additionally, the revenue generated by this

---

<sup>1</sup> Parcel area is less than or equal to 7,079 ft<sup>2</sup>.

<sup>2</sup> Parcel area is greater than 7,079 ft<sup>2</sup> but less than 15,475 ft<sup>2</sup>.

<sup>3</sup> Parcel area is greater than 15,475 ft<sup>2</sup>.

proposed rate structure will only be \$3,000 more than in FY2022 and does not result in an increase in administrative burden.

**At its June 30, 2022 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.**

**Recommendation:**

Village staff recommends adoption of an Ordinance on second and final reading amending the Stormwater Utility Ordinance to include a Three-Tiered Utility Assessment for Single Family Residential Properties.

1 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH  
4 PALM BEACH, FLORIDA, AMENDING CHAPTER 30, "STORMWATER  
5 MANAGEMENT UTILITY," OF THE VILLAGE CODE OF ORDINANCES BY  
6 AMENDING SECTION 30-6, "STORMWATER MANAGEMENT UTILITY  
7 ASSESSMENTS," TO CREATE THREE TIERS FOR ASSESSMENTS IMPOSED  
8 AGAINST IMPROVED SINGLE-FAMILY RESIDENTIAL PROPERTIES;  
9 PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY;  
0 PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

2 WHEREAS, through the adoption of Ordinance No. 2021-09 on July 8, 2021, the Village Council  
3 established a stormwater utility and provided for the collection of utility assessments against all  
4 developed property within the Village to fund the functions of the utility, including, but not limited to,  
5 the maintenance, planning, design, construction, regulation and inspection of stormwater facilities; and

7 WHEREAS, Section 30-6 of the Village Code currently establishes the method of calculating the rate to  
8 be assessed against individual properties based on land use type and assesses each improved single-  
9 family residential property one equivalent residential unit (ERU) at a rate determined by resolution of  
10 the Village Council; and

2 WHEREAS, due to concerns regarding the perceived inequity of a single assessment for all improved  
3 single-family residential properties, the Village requested that its stormwater consultant investigate the  
4 variation of impervious area within the residential single-family classification and develop scenarios to  
5 more equitably assess such properties; and

17 WHEREAS, having reviewed the results of the study, the Village Council wishes to adopt a three-tier  
18 assessment structure for single-family residential properties based on the total parcel area and determines  
19 that the adoption of this Ordinance is in the best interests of the residents of the Village of North Palm  
20 Beach.

2 NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF  
3 NORTH PALM BEACH as follows:

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

7 Section 2. The Village Council hereby amends Chapter 30, “Stormwater Management Utility,” of  
8 the Village Code of Ordinances to read as follows (additional language is underlined and deleted  
9 language is ~~stricken through~~):

1 \* \* \*

### 3 Sec. 30-6. Stormwater Management Utility Assessments.

(a) Stormwater management utility assessments are as currently established or as hereafter adopted by resolution of the Village Council from time to time to pay the costs of the stormwater management services provided by the Utility including, but not

limited to, administration, planning, design, permitting, construction, maintenance, regulation, inspection, and enforcement activities.

(b) Stormwater management utility assessments shall be based on the cost of providing stormwater management services to types of property uses within the Village. The Village Council may revise the schedule of stormwater rates from time to time to reflect changes in the cost of providing such services.

(c) The rates for the stormwater management utility assessments shall be according to the following types of land uses:

Type of Land Use	Monthly Rate	Annual Rate
Single-family Residential (Parcel area is less than or equal to 7,079 sq.ft.)	<del>(1.00</del> <u>0.61</u> ERU) x (per ERU rate <sup>1</sup> )	<del>(1.00</del> <u>0.61</u> ERU) x (per ERU rate) x 12
Single-family Residential (Parcel area is greater than 7,079 sq.ft. but less than 15,475 sq.ft.)	<u>(0.97 ERU) x (per ERU rate<sup>1</sup>)</u>	<u>(0.97 ERU) x (per ERU rate) x 12</u>
Single-family Residential (Parcel area is equal to or greater than 15,475 sq.ft.)	<u>(1.53 ERU) x (per ERU rate<sup>1</sup>)</u>	<u>(1.53 ERU) x (per ERU rate) x 12</u>
Condominium	(0.22 ERU per residential unit) x (per ERU rate)	(0.22 ERU per residential unit) x (per ERU rate) x 12
Multifamily Residential	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12
Nonresidential	(1.00 ERU) x (parcel IA /	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x

	5,550 sq.ft.) x (per ERU rate)	(per ERU rate) x 12
--	-----------------------------------	------------------------

<sup>1</sup>The ERU rate shall be established by separate resolution.

(d) Stormwater management assessments shall apply to all properties within the Village that are benefited by the stormwater utility including those properties which are owned or occupied by a nonexempt governmental or nonprofit entity which are otherwise tax-exempt for ad valorem tax purposes. Public right-of-way and bodies of water are exempt from the application of stormwater management utility assessments. Public schools are exempt from stormwater management utility assessments pursuant to ruling of the Circuit Court for the Fifteenth Judicial Circuit (Palm Beach County) in the case of *The School Board of Palm Beach County v. City of West Palm Beach*.

\* \* \*

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

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

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

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

PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

## Single-Family Residential Property Class Evaluation

*The Village has asked Hazen to further investigate the variation of impervious area within the Single Family Residential (SFR) classification and the possible correlation with other property attributes. The purpose of this is to evaluate the potential of improving rate structure equity by increasing granularity in this property classification. This investigation comes in response to the SFR rate structure assigning all properties (in the SFR classification) the same stormwater assessment based on one equivalent residential unit (the origin of which is the average impervious area of a statistically significant sample of hand-measured SFR parcels).*

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## Introduction

In 2021 the Village of North Palm Beach (the Village), after conducting both a feasibility study and a stormwater utility management study, established and implemented a non-ad valorem assessment to operate and maintain its stormwater utility services. While the initial feasibility and rate studies analyzed the distribution of properties and their impervious area by customer class, analysis of property diversity was not conducted within the classes. Due to the rate structure established, single-family residential (SFR) properties were assessed one (1) equivalent residential unit (ERU). This ERU was developed by calculating the average impervious area (IA) based on a statistically significant sample of randomly selected and individually measured SFR parcels (132 out of 2,537).

Through the public notification and hearing process the Village learned of some concern regarding the perceived equity of the constant assessment for SFR properties. Previous to the non-ad valorem assessment, the Village funded stormwater utility needs from general fund revenues (largely ad-valorem taxes). This method of revenue generation was based on the value of the property, whereas a non-ad valorem assessment does not differentiate based on property value but some other measurement, in this case IA, relevant to the levy. This task will evaluate and summarize different measures of variation within the SFR customer class relevant to a parcel's impact on the stormwater system. This project is not scoped to manually measure all SFR properties within the Village, rather to investigate the variation of SFR property attributes (lot area, living area, etc.) as they relate to a statistically significant sample of manually measured impervious areas (IA) within the SFR property class.

## Methodology

As a statistically significant portion of the SFR properties were measured as part of the development of the ERU value in the Feasibility Study, these values were used in conjunction with Palm Beach County Property Appraiser (PBCPA) data and parcel GIS shapefiles for the 2021 tax year obtained from the Florida Department of Revenue (FDOR) website. These data were reviewed to determine if any of the collected metrics could relate to a SFR parcel's stormwater utility usage. In consultation with the Village the following variables, presented in order of increasing administrative complexity and cost, were selected for further examination and potential SFR ERU scenarios:

- Parcel Area
- Living Area
- Impervious Area

Each variable above was selected for its potential correlation with impervious area overall and evaluated using scatter plots and correlation. SFR parcels with measured IA were matched to their respective parcel area and total living area for correlation analysis to confirm the positive correlation assumption. Summary statistics and correlations were developed in Microsoft Excel using the Data Analysis add-in.

Once summary statistics were collected on the population (all SFR parcels), they were used to group the statistically significant samples of measured IA and their respective parcel areas or living areas into potential ERU distribution scenarios. These groups were determined by averaging the measured IA of the sample parcels within each potential parcel area or living area grouping as decided after analysis.

## Analysis

Summary statistics were produced to determine how closely the means and standard deviations matched between population and the measured IA sample parcels. Variables (parcel area, living area) were matched to their IA sample parcels, Table 1 shows summary statistics for the IA sample, SFR parcel size below:

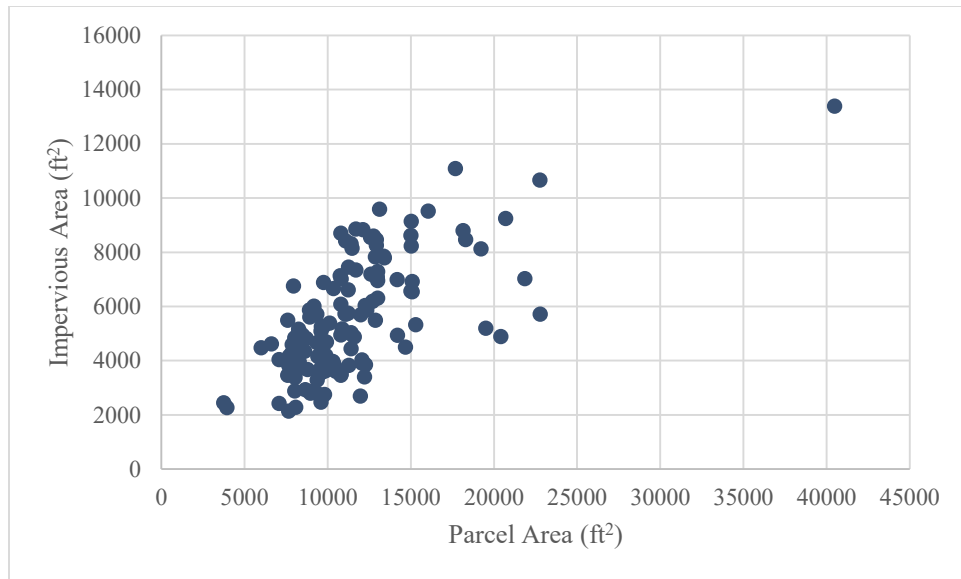
**Table 1: SFR Property Class Summary Statistics (ft<sup>2</sup>)**

<b>Metric</b>	<b>Mean</b>	<b>Median</b>	<b>Max</b>	<b>Min</b>	<b>Std. Deviation</b>	<b>Sample Size</b>
Impervious Area Sample	5,550	5,061	13,393	2,146	2,118	132
SFR Parcel Size (sample)	11,460	10,800	40,487	3,748	4,290	132
SFR Parcel Size (all)	11,276	10,306	53,718	3,704	4,197	2,537

Within the SFR property class, IA varies greatly within the sample with a minimum of 2,146 and a maximum of 13,393 square feet (ft<sup>2</sup>) respectively. In addition to statistical significance, summary statistics between sample size and all SFR parcels were compared to ensure a representative sample. The smallest lots within the Village are approximately 3,700 square feet, but the average IA for the Village based on the sample is approximately 5,550 ft<sup>2</sup>.

## Parcel Area

Parcel Area is the area in square feet of a SFR parcel. It was assumed that parcel area would correlate positively with IA. The assumption was confirmed by plotting parcel areas with their respective matching measured IA values in Figure 1:



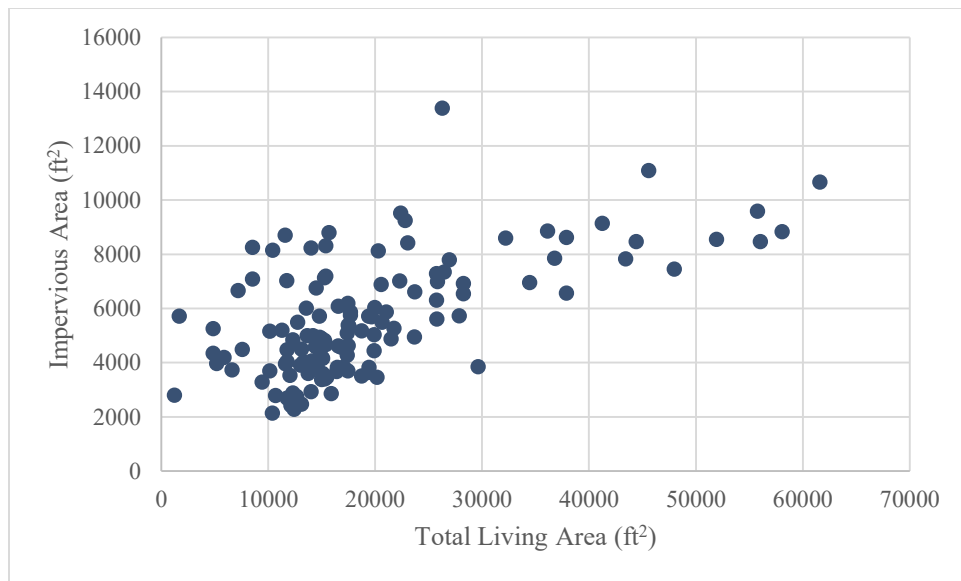
**Figure 1: SFR Parcel Area and IA**

Parcel area shows a strong positive correlation with IA. This approach to creating multiple tiers is also the least administratively burdensome because it utilizes data which is already a part of the PBCPA data collection process and can be automatically included in future tax rolls without any additional effort. Parcel area rarely changes and when it does, it will be updated by the property appraiser without any additional effort from the Village.

A cluster of SFR parcels within the sample skew towards the lower end (bottom left of blot) of the spectrum when it comes to IA as compared to total parcel square footage. This indicates that some alternative tier scenarios could be appropriately more equitable, particularly related to owners of smaller SFR properties. Any such scenarios should be developed with consideration of total revenue collected.

## **Total Living Area**

Total living area measures the livable area of a property. Total living area was obtained by summing the living area data set by parcel ID and joining it with the measured IA sample in GIS. Matches are approximate due to available data. Figure 2 shows a scatter plot with IA on the y-axis and total living area on the x-axis. While it is positively correlated with SFR IA, it is not as strong of a relationship as shown by parcel area in the preceding analysis based on parcel area.



**Figure 2: SFR Total Living Area and IA**

It was also observed that it is possible to have a greater total living area than parcel area, which makes it hard to argue it is not counting space twice in buildings with multiple stories. Living area only measures the habitable area of a dwelling interior and may include vertical area (ex. two-story houses). Vertical living area could overrepresent the relationship to IA. Driveways, paved patios, garages and pool enclosures, which constitute a large portion of SFR property IA, are also excluded from the living area metric.

Advantages to this measurement include that it encompasses all livable area within a parcel, including potential extra buildings or development on the parcel. Disadvantages include that it will need to be updated annually to account for changes in property owner development in order to maintain consistency. Living area by parcel is not readily available and requires extra data processing to sum living area by parcel number and match it to the appropriate parcel location in GIS for quality assurance.

## Impervious Area

Determining each parcel's unique IA is the most equitable way to determine a parcel's contribution to the stormwater utility system. Unfortunately, it is the most administratively burdensome and cost prohibitive. In order to implement a SFR stormwater assessment based on unique IA, every SFR parcel would need to be measured manually and updated annually. This includes the verification of IA against aerial imagery (or updating through building permit processes) to ensure properties adding or removing IA by way of permitted or unpermitted renovations or development are assessed correctly. This annual update also includes the repetition of the public notification process should parcels' rates change from the previous year. In addition, each property would have an individual/unique assessment rate which could spark debate among neighbors who perceive their impacts to be similar.

## Scenarios

While there is a correlation between total living area and IA, and unique IA is the most equitable option, they are not the most efficient when administrative burden and cost are considered. That said, there are other ways that this analysis can be applied to alleviate some of the perceived inequity. Given existing data, the most efficient way to group SFR parcels, other than by using a single ERU based on a statistically significant sample, is to group parcels statistically based on parcel area. It is impossible for a parcel to contain more IA than the parcel area, which may explain why the correlation between total living area and IA is positive but much weaker than the correlation between parcel area and IA. Due to weak correlation and the high administrative burden, living area was ruled out as a potential metric for grouping IA in favor of parcel area. Two potential parcel area driven scenarios are outlined below in addition to the scenario of measuring all SFR IA:

- Scenario 1: Manually Measured SFR IA
  - All SFR parcels are measured individually. This approach is not recommended based on the previously discussed administrative difficulties.
- Scenario 2: Parcel Area Driven Two-tier SFR
  - Small Tier – All parcels with less than or equal to mean (less than or equal to 11,277 ft<sup>2</sup>) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft<sup>2</sup>).
  - Large Tier - All parcels with greater than mean (greater than 11,277 ft<sup>2</sup>) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft<sup>2</sup>).
- Scenario 3: Parcel Area Driven Three-tier SFR
  - Small Tier - All lots with less than or equal to mean SFR parcel area minus one standard deviation (less than or equal to 7,079 ft<sup>2</sup>) are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft<sup>2</sup>).
  - Medium Tier - All lots within plus or minus one standard deviation of mean (greater than 7,079 ft<sup>2</sup> but less than 15,475 ft<sup>2</sup>) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Medium Tier divided by the ERU Unit (5,550 ft<sup>2</sup>).
  - Large Tier - All lots greater than plus one standard deviation (greater than or equal to 15,475 ft<sup>2</sup>) of mean SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft<sup>2</sup>).

Table 2 below shows that the impact of reevaluating the ERU to match the average IA of the tiers described above redistributes the estimated annual revenue. While Scenario 2 would cause a revenue shortfall of \$3,780 annually compared to the Current Scenario, Scenario 3 would increase annual revenue by \$3,092.

**Table 2: Parcel Area Driven Scenario Revenue Estimates with Added Tiers (ft<sup>2</sup>)**

Scenario	Tier	Average IA	ERU Unit (ft <sup>2</sup> )	ERU (Average IA/ERU)	Rate per ERU	Annual Cost per Parcel	Parcel Count	Estimated Annual Revenue
<b>Current Scenario</b>	N/A	5,550	5,550	1.00	\$7.78	\$93.36	2,537	\$236,854
<b>Estimated Current Scenario Revenue</b>								<b>\$236,854</b>
<b>Scenario 2</b>	Tier 1 <sup>1</sup>	4,525	5,550	0.82	\$7.78	\$76.12	1,604	\$122,095
	Tier 2 <sup>2</sup>	7,071	5,550	1.27	\$7.78	\$118.95	933	\$110,979
<b>Estimated Scenario 2 Revenue</b>								<b>\$233,074</b>
<b>Scenario 3</b>	Tier 1 <sup>3</sup>	3,380	5,550	0.61	\$7.78	\$56.86	101	\$5,743
	Tier 2 <sup>4</sup>	5,357	5,550	0.97	\$7.78	\$90.11	2,159	\$194,553
	Tier 3 <sup>5</sup>	8,509	5,550	1.53	\$7.78	\$143.14	277	\$39,651
<b>Estimated Scenario 3 Revenue</b>								<b>\$239,946</b>

<sup>1</sup> Parcel area is less than or equal to 11,277 ft<sup>2</sup>.

<sup>2</sup> Parcel area is greater than 11,277 ft<sup>2</sup>.

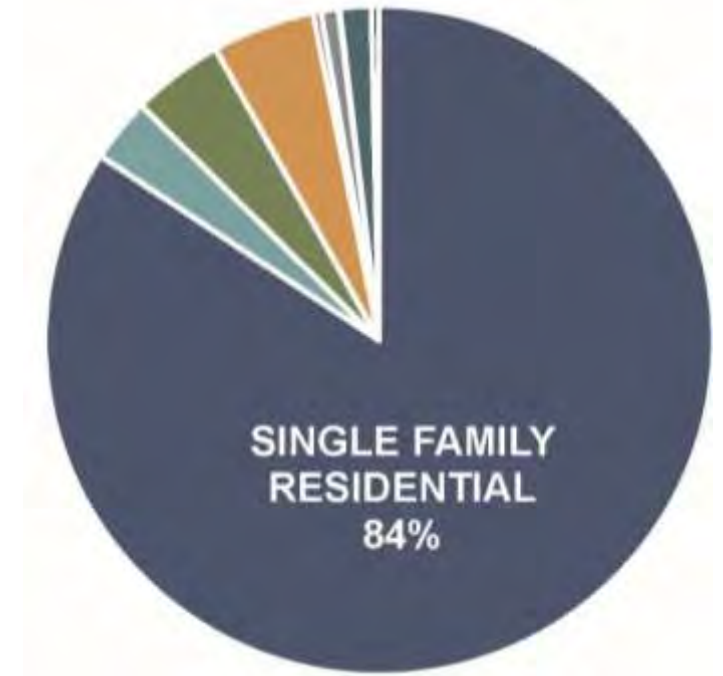
<sup>3</sup> Parcel area is less than or equal to 7,079 ft<sup>2</sup>.

<sup>4</sup> Parcel area is greater than 7,079 ft<sup>2</sup> but less than 15,475 ft<sup>2</sup>.

<sup>5</sup> Parcel area is greater than 15,475 ft<sup>2</sup>.

# Stormwater Utility Assessment Rate Structure

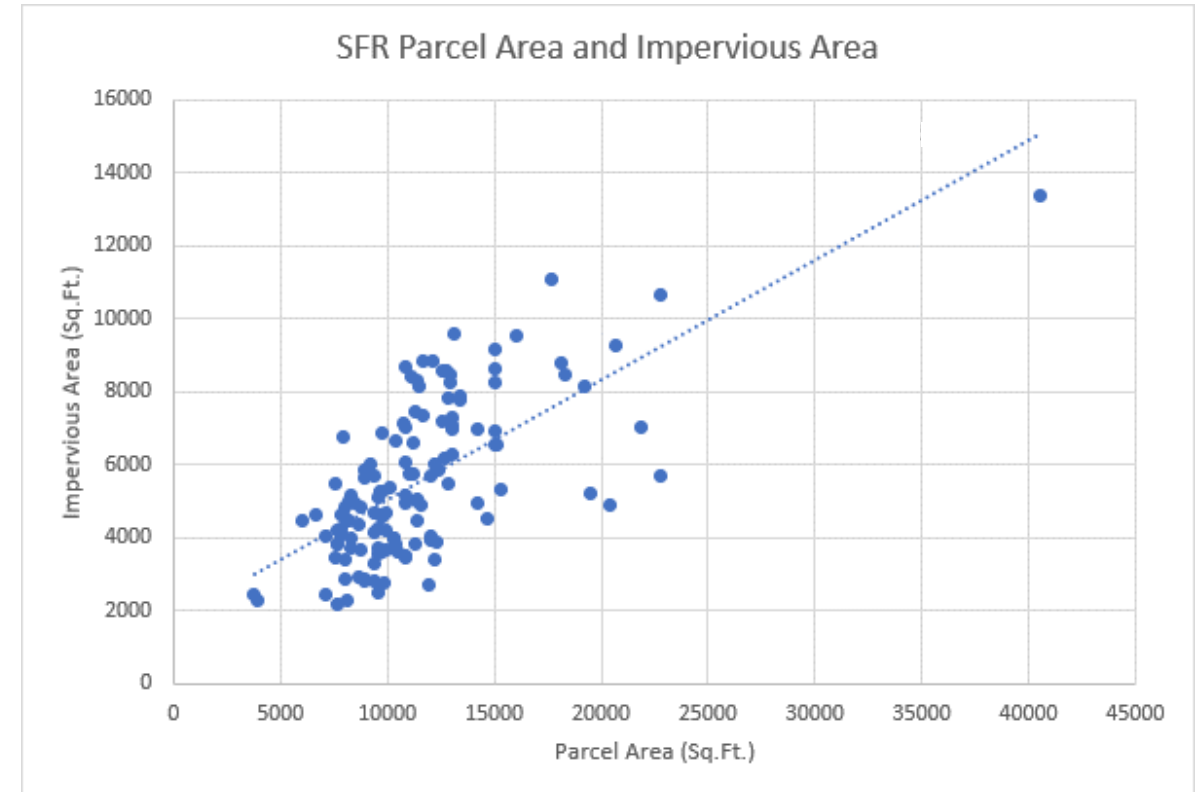
- Created multiple property classifications
- Largest classification is SFR
  - All SFR parcels currently assessed at rate of one ERU
  - One ERU = 5,550 SF Impervious Area
- Village desires more granular approach to improve equity



**North Palm Beach Parcel Distribution  
by General Property Use Class**

# Options considered for improved equity

1. Measure impervious area of all SFR parcels (eliminated based on administrative burden)
2. Create two or more “Tiers” based on parcels’ runoff impact
  - Tiers based on correlation of Parcel Area to Impervious Area
  - Tiers based on correlation of Living Area to Impervious Area



# Results based on Parcel Area Tier Development

Scenario	Tier	Average IA	Parcel Area Size	ERU (Average IA/ERU)	Annual Cost per Parcel	Parcel Count	Estimated Annual Revenue
Current Scenario	N/A	5,550	N/A	1.00	\$93.36	2,537	\$236,854
	<b>Estimated Current Scenario Revenue</b>						<b>\$236,854</b>
Scenario 2	Tier 1	4,525	≤ 11,277 ft <sup>2</sup>	0.82	\$76.12	1,604	\$122,095
	Tier 2	7,071	> 11,277 ft <sup>2</sup>	1.27	\$118.95	933	\$110,979
	<b>Estimated Scenario 2 Revenue</b>						<b>\$233,074</b>
Scenario 3	Tier 1	3,380	≤ 7,079 ft <sup>2</sup>	0.61	\$56.86	101	\$5,743
	Tier 2	5,357	> 7,079 ft <sup>2</sup> but ≤ 15,475 ft <sup>2</sup>	0.97	\$90.11	2,159	\$194,553
	Tier 3	8,509	> 15,475 ft <sup>2</sup>	1.53	\$143.14	277	\$39,651
	<b>Estimated Scenario 3 Revenue</b>						<b>\$239,946</b>

ERU = 5,550 sf  
Rate per ERU = \$7.78

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: September 8, 2022

SUBJECT: **Readoption of Ordinance 2022-13 on 2<sup>nd</sup> Reading** — Amending Article II, “Meetings and Gatherings,” of Chapter 20, “Parks, Playgrounds and Recreation,” of the Village Code of Ordinances to increase the permit requirement threshold for Village parks to 25 persons.

---

At its July 14, 2022 meeting, the Village Council adopted Ordinance 2022-13 on second and final reading by a 4 to 1 vote.

Subsequent to the meeting, Staff discovered that the Notice of Public Hearing published in the Palm Beach Post did not meet the minimum notice requirements for the adoption of municipal ordinances as set forth in Section 166.041, Florida Statutes. Specifically, the meeting date and time for the scheduled hearing were inadvertently omitted from the Notice of Public Hearing. Section 166.041(3)(a), Florida Statutes, specifically requires that the notice of proposed enactment shall state the date, time and place of the meeting at which the Ordinance will be adopted. The procedures set forth in Section 166.041, Florida Statutes, constitute the uniform method for the adoption and enactment of municipal ordinances, and a municipality is required to strictly adhere to its requirements.

In order to meet the statutorily prescribed requirements and prevent any future challenge to the validity of the Ordinance, the Village re-published the Notice of Public Hearing to include all required information. The Ordinance remains unchanged from the time it was originally adopted, and Staff has provided the Council with all back up materials previously provided.

**Recommendation:**

Village Staff recommends that the Village Council readopt Ordinance No. 2022-13 increasing the permit requirement threshold for gatherings at Village parks and recreation areas to more than twenty-five persons on second and final reading in accordance with all statutory requirements and Village policies and procedures.

**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: July 14, 2022

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Amending Article II, “Meetings and Gatherings,” of Chapter 20, “Parks, Playgrounds and Recreation,” of the Village Code of Ordinances to increase the permit requirement threshold for Village parks to 25 persons

---

At its meeting on June 9, 2022, the Village Council briefly discussed the Village Code requirement for permits within Village park and recreation areas. Section 20-31 of the Village Code of Ordinances currently provides as follows:

If a meeting, gathering or other assemblage for a common purpose, cause, activity or reason, in any park or recreation area, will involve an attendance of over ten (10) persons and is not a part of a scheduled program or activity either sponsored or officially recognized by the village, or participation or attendance in a sports event at an appropriately designated park area, the person responsible for or in charge of such meeting or gathering shall obtain a permit from the recreation director before participating or engaging in such activity in a park area.

The purpose of this requirement is to regulate the use of Village parks so as to ensure that large, organized activities do not impair the ability of Village residents and other members of the public from utilizing the Village's recreational facilities. Because smaller groups of ten to twenty persons are unlikely to negatively impact access to the parks, Village Staff recommended that the threshold for the permit requirement be raised to gatherings of over twenty persons.

**At its June 30, 2022 meeting, the Village Council approved the Ordinance on first reading; however, the Council amended the proposed Ordinance to require a permit for gatherings of over twenty-five (25) persons (in lieu of twenty (20) persons).**

There is no immediate fiscal impact.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

**Recommendation:**

**Village Staff requests Council consideration and approval on second reading of the attached Ordinance amending Section 20-31 of the Village Code of Ordinances to increase the permit threshold for Village parks and recreation areas to gatherings of more than twenty-five (25) persons.**



1       **Sec. 20-33. Application.**  
2

3           An application for a permit required by section 20-31 shall contain the following  
4 items:

- 5  
6           (1)    The name and address of the applicant.  
7  
8           (2)    The name and address of the person, corporation or association sponsoring  
9 the activity, if any.  
10  
11          (3)    The day and hours for which the permit is desired.  
12  
13          (4)    The park or portion thereof for which such permit is desired.  
14  
15          (5)    An estimate of the anticipated attendance.  
16  
17          (6)    Any other information which the recreation director shall find reasonably  
18 necessary to a fair determination as to whether a permit should be issued.  
19

20       **Sec. 20-34. Standards for issuance.**  
21

22           The recreation director or the village manager shall issue a permit under this  
23 division when he finds:

- 24  
25          (1)    That the proposed activity or use of the park will not unreasonably  
26 interfere with or detract from the general public enjoyment of the park.  
27  
28          (2)    That the proposed activity or use will not unreasonably interfere with or  
29 detract from the promotion of public health, welfare, safety and recreation.  
30  
31          (3)    That the proposed activity or use is not reasonably anticipated to incite  
32 violence, crime or disorderly conduct.  
33  
34          (4)    That the proposed activity will not entail unusual, extraordinary or  
35 burdensome expense or police operation by the village.  
36  
37          (5)    That the facilities desired have not been reserved for other use at the day  
38 and hour required in the application.  
39

40       **Sec. 20-35. Appeal from refusal to issue.**  
41

42           (a)    Within five (5) days after receipt of an application, the recreation director  
43 or village manager shall apprise an applicant, in writing, of his reasons for refusing a  
44 permit required by this division.  
45

46           (b)    Any aggrieved person shall have the right to appeal, in writing, within five  
47 (5) days to the village council, which shall consider the application under the standards

1 set forth in section 20-34 and sustain or overrule the recreation director's or village  
2 manager's decision within seven (7) days.

3  
4 (c) The decision of the village council shall be final.

5  
6 **Sec. 20-36. Revocation.**

7  
8 The recreation director may revoke a permit required by this division upon a  
9 finding of a violation of any rule, ordinances or provision of this Code, or upon good  
10 cause shown.

11  
12 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the  
13 Village of North Palm Beach, Florida.

14  
15 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any  
16 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding  
17 shall not affect the remainder of this Ordinance.

18  
19 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict  
20 herewith are hereby repealed to the extent of such conflict.

21  
22 Section 6. This Ordinance shall take effect immediately upon adoption.

23  
24 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

25  
26 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

27  
28  
29 (Village Seal)

30 \_\_\_\_\_  
MAYOR

31  
32  
33 ATTEST:

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35 \_\_\_\_\_  
36 VILLAGE CLERK

37  
38 APPROVED AS TO FORM AND  
39 LEGAL SUFFICIENCY:

40  
41 \_\_\_\_\_  
42 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
HUMAN RESOURCES DEPARTMENT  
VILLAGE ATTORNEY'S OFFICE**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Renee Govig, Director of Human Resources and Risk Management  
Leonard G. Rubin, Village Attorney

DATE: September 8, 2022

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Repealing Article III, Chapter 8 of the Village Code providing for emergency duty compensation for exempt employees during a declared local state of emergency

---

Through the adoption of Ordinance No. 2013-14 on September 26, 2013, the Village Council amended Chapter 8 of the Village Code of Ordinance to provide emergency duty compensation for exempt employees performing disaster-related emergency work during a declared local state of emergency. As the Council is aware, the Village recently completed a comprehensive review and update of its personnel rules and regulations, and through the adoption of Resolution No. 2022-57 on July 28, 2022, the Village Council adopted a revised and updated Personnel Rules and Regulations Manual.

The updated Manual provides for emergency pay for both non-exempt and exempt employees. Non-exempt employees who work during a declared state of emergency within the Village shall be paid at two (2) times their regular rate of pay. Exempt employees who perform work during a declared state of emergency shall receive the corresponding number of hours worked in an Administrative Leave Bank, not to exceed sixty (60) hours. The Administrative Leave Bank hours must be used prior to the end of the next full fiscal year after the conclusion of the state of emergency or they are forfeited. Furthermore, these hours are not payable upon separation from employment for any reason. A copy of the relevant provision of the updated Manual is attached.

As noted in the back up materials presented to Council at the last meeting, the adoption of these new emergency pay regulations for exempt employees necessitates the repeal of Article III, Chapter 8 of the Village Code of Ordinance because the provisions are in conflict. Please note, however, that the Code provisions being repealed provide compensation only for disaster-related emergency work, which is defined as emergency protective measures (such as security in disaster areas and the provision of essential needs at central distribution points) and debris removal. While the new policy provides for leave hours and not compensation, it applies to all work performed by exempt employees during a local state of emergency within the Village.

There is no immediate fiscal impact.

At its August 25, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

**Recommendation:**

**Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance repealing Article II, Chapter 8 of the Village Code of Ordinances providing for emergency duty compensation for exempt employees during a declared state of emergency in accordance with Village policies and procedures.**

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AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 8, "EMERGENCY MANAGEMENT," OF THE VILLAGE CODE OF ORDINANCES TO REPEAL ARTICLE III, "EXEMPT EMPLOYEE EMERGENCY DUTY" PROVIDING FOR THE COMPENSATION OF DISASTER-RELATED EMERGENCY WORK DURING A DECLARED STATE OF EMERGENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2013-14 on September 26, 2013, the Village Council amended Chapter 8 of the Village Code to provide for Emergency Duty Compensation for exempt employees when a local state of emergency has been declared within the Village; and

WHEREAS, the Village recently completed a comprehensive review and update of its Personnel Rules and Regulations, and through the adoption of Resolution No. 2022-57 on July 28, 2022, the Village Council adopted a revised and updated Personnel Rules and Regulations Manual; and

WHEREAS, the updated Personnel Rules and Regulations Manual includes a policy for the emergency pay for non-exempt employees at twice their regular rate and compensation for exempt employees in the form of an administrative leave bank; and

WHEREAS, based on this recent update, the Village Council wishes to repeal Article III of Section 8 (Exempt Employee Emergency Duty) and determines that the adoption of this Ordinance is in the best interests of the Village and its residents.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified as true and correct and are incorporated herein.

Section 2: The Village Council hereby amends Chapter 8, “Emergency Management,” of the Village Code of Ordinances by repealing Article III, “Exempt Employee Emergency Duty,” in its entirety (deleted language ~~stricken through~~):

~~ARTICLE III. EXEMPT EMPLOYEE EMERGENCY DUTY~~

~~**Sec. 8-31. Exempt Employee Emergency Duty Compensation.**~~

~~(a) — *Eligible employees.* Eligible employees include all full-time exempt employees who are required to perform disaster-related emergency work after a local state of emergency has been declared pursuant to section 8-5 of this chapter. The terms~~

1       ~~“exempt” or “non-exempt” as used in this section shall be defined under the Fair Labor~~  
2       ~~Standards Act, as amended from time to time.~~

3  
4       ~~(b) — *Disaster related emergency work.* Disaster related emergency work shall~~  
5       ~~be defined to include emergency protective measures and debris removal. No other work~~  
6       ~~shall be considered disaster related emergency work. Examples include, in accordance~~  
7       ~~with Federal Emergency Management Agency (FEMA) guidelines, as amended from time~~  
8       ~~to time, the following:~~

9  
10       ~~(1) — Emergency protective measures include those activities undertaken before,~~  
11       ~~during and following a disaster that are necessary to save lives, protect~~  
12       ~~public health and safety, and prevent damage to improved public or private~~  
13       ~~property. Examples of such activities include: search and rescue; security~~  
14       ~~forces; emergency medical care; emergency mass care and shelter when~~  
15       ~~such cannot be provided by volunteer agencies; security in the disaster area~~  
16       ~~to include the alerting of public dangers by setting up barricades or other~~  
17       ~~warning devices; provision of food, water, ice, and other essential needs at~~  
18       ~~central distribution points for local citizens; provision of temporary~~  
19       ~~facilities such as temporary bridges or road detours for essential community~~  
20       ~~services; and removal of health and safety hazards.~~

21  
22       ~~(2) — Debris removal activities include the clearance of trees and woody debris,~~  
23       ~~building wreckage, sand, mud, silt, and gravel, vehicles and other disaster-~~  
24       ~~related material. These activities must be necessary to eliminate immediate~~  
25       ~~threats to lives, public health and safety, eliminate immediate threats of~~  
26       ~~significant damage to improved public or private property, to the extent~~  
27       ~~such removal is the legal responsibility of the village; or ensure economic~~  
28       ~~recovery of the village to the benefit of the community at large.~~

29  
30       ~~(c) — *Method of calculation and payment.*~~

31  
32       ~~(1) — Exempt full-time employees shall receive emergency duty compensation at~~  
33       ~~their hourly rate under the circumstances outlined in this section. This~~  
34       ~~hourly rate shall be in addition to the exempt employee’s regular salary.~~

35  
36       ~~(2) — Because exempt employees are paid on a salary basis, the hourly rate~~  
37       ~~referenced in subsection (c)(1) above shall be defined as the employee’s~~  
38       ~~annual salary divided by 2080. The employee’s annual salary for the~~  
39       ~~purposes of this calculation shall be the employee’s annual base salary at~~  
40       ~~the time the disaster related emergency work was performed.~~

41  
42       ~~(3) — The emergency duty compensation shall be calculated beginning in the~~  
43       ~~workweek during which a local state of emergency is declared which covers~~  
44       ~~the lands within the village.~~

1                   (4) ~~Emergency duty compensation pay shall only be authorized by the village~~  
2                   ~~manager for hours worked on disaster related emergency work in excess of~~  
3                   ~~forty (40) hours during the workweek. Paid or unpaid time off under any~~  
4                   ~~of the village's leave policies shall not be considered hours worked.~~

5  
6                   (5) ~~Eligible employees shall receive the emergency duty compensation pay~~  
7                   ~~only upon submitting a signed time sheet, reflecting actual hours worked~~  
8                   ~~during the week(s) in which a state of emergency existed and verification~~  
9                   ~~reflecting the type and manner of disaster related work performed to the~~  
10                  ~~director of human resources. Said time sheet must also be signed by the~~  
11                  ~~employee's supervisor or the village manager, as applicable, requiring the~~  
12                  ~~employee to perform disaster related emergency work prior to submitting~~  
13                  ~~same to the director of human resources. Failure of the eligible employee~~  
14                  ~~to submit the signed time sheet and verification within two (2) business days~~  
15                  ~~of the conclusion of each workweek for which a state of emergency exists~~  
16                  ~~may cause delay in payment of such emergency duty compensation. Failure~~  
17                  ~~of the eligible employee to submit the signed time sheet and verification~~  
18                  ~~within twenty (20) calendar days of the conclusion of each workweek for~~  
19                  ~~which a state of emergency exists shall result in the eligible employee~~  
20                  ~~forfeiting such emergency duty compensation.~~

21  
22                  (6) ~~Any emergency duty compensation payments made pursuant to this section~~  
23                  ~~shall not be construed to alter the exempt status of the employee.~~  
24                  ~~Regardless of any emergency duty compensation payments made pursuant~~  
25                  ~~to this section, each exempt employee is guaranteed his or her regular~~  
26                  ~~salary, which is at least \$455.00 per week, pursuant to 29 C.F.R. Section~~  
27                  ~~541.604(a), as amended from time to time.~~

28  
29                  (7) ~~Emergency duty compensation payments shall be subject to all applicable~~  
30                  ~~and lawful deductions.~~

31  
32                  (8) ~~Emergency duty compensation payments shall be made in accordance with~~  
33                  ~~this section without regard to whether such payments ultimately may be~~  
34                  ~~reimbursable from other sources, such as public assistance grants through~~  
35                  ~~FEMA or other agencies.~~

36  
37   Section 3.     The provisions of this Ordinance shall become and be made part of the Code of  
38   Ordinances for the Village of North Palm Beach, Florida.

39  
40   Section 4.     If any section, paragraph, sentence, clause, phrase or word of this Ordinances is for  
41   any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,  
42   such holding shall not affect the remainder of the Ordinance.

43  
44   Section 5.     All ordinances and resolutions, or parts of ordinances and resolutions, in conflict  
45   with this Ordinance are hereby repealed to the extent of such conflict/  
46

1 Section 6. This Ordinance shall be effective immediately upon adoption.

2  
3 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

4  
5 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF  
6 \_\_\_\_\_, 2022.

7  
8  
9 (Village Seal)

\_\_\_\_\_  
MAYOR

10  
11  
12 ATTEST:

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14 \_\_\_\_\_  
15 VILLAGE CLERK

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17 APPROVED AS TO FORM AND  
18 LEGAL SUFFICIENCY:

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20 \_\_\_\_\_  
21 VILLAGE ATTORNEY

**I. Emergency Pay**

Employees may be required to work as deemed necessary and shall be compensated in a fair and equitable manner. Employees may be called in to work before, during, and/or immediately after a Village-declared emergency.

*Non-Exempt Employee Emergency Duty Compensation*

Non-exempt employees who work during a declared state of emergency within the Village shall be paid at a rate of two (2) times their regular rate of pay.

*Exempt Employee Administrative Leave Bank*

During a Village-declared state of emergency, Exempt Employees who perform work during the declared state of emergency shall receive the corresponding number of hours worked in an Administrative Leave Bank, not to exceed 60 hours.

Administrative Leave Bank hours must be used prior to the end of the next full fiscal year after conclusion of the state of emergency. Any such hours not used by the end of the next full fiscal year after conclusion of the state of emergency shall be forfeited. Administrative Leave Bank hours are not payable upon separation from employment for any reason.

**J. Benefit Eligibility**

Employees in full-time, budgeted positions [regularly scheduled to work forty (40) or more hours per week] are eligible for participation in the Village's retirement plans, medical and dental insurance, long-term disability insurance, and employer paid life insurance programs according to the requirements of these plans/programs.

Part-time employees who are scheduled to work more than thirty (30) hours per week or in excess of 1,560 hours within the official measurement period will be eligible for medical and dental insurance in compliance with the Affordable Care Act. Part time employees working less than thirty (30) hours per week as well as Seasonal employees are not eligible to participate in such plans or to receive benefits associated with such plans/programs. Part-time employees do not receive any other benefits.

**K. Miscellaneous Benefits/Incentives**

*Pension and Retirement Plans:* The Village maintains various retirement and retirement savings programs available based upon plan documents and eligibility requirements for each plan. Employees should contact Human Resources for more information. .

*Medical/Dental Insurance:* The Village offers medical and dental insurance to its eligible employees and their qualified dependents. Employees should review the information provided during open enrollment each year carefully to determine the most appropriate plan for their personal situation.

*Long Term Disability Insurance* – Employer-paid coverage for long-term disability shall continue for all full-time employees who become disabled due to an illness or non-work-related injury, unless otherwise negotiated.

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager  
Chad Girard, Acting Public Works Director

FROM: Marc Holloway, Field Operations Manager

DATE: September 8, 2022

SUBJECT: **MOTION – Approval of Change Order and Final Payment in the amount of \$23,808.00 to J.W. Cheatham, LLC for milling, resurfacing and striping of various roadways throughout the Village.**

---

On February 24, 2022, the Village executed a Contract with J.W. Cheatham, LLC for milling, resurfacing and striping on various Village roadways in the amount of \$654,047.60. Village Staff is recommending approval of a reduction change order in the amount of (\$26,971.40) and final payment in the amount of \$23,808.00 to reflect the completed milling, resurfacing and striping work.

**Background:**

In general, the project was to mill, resurface and stripe various roadways throughout the Village. The Village chose to mill and resurface to meet enhanced pavement structure expectations. The roadways were selected following a study to assess the condition of each roadway surface.

During construction, the Village desired the contractor to perform shoulder striping along Anchorage Drive that was not included in the original scope of work. There was a savings of tonnage from the first few sections that were milled and resurfaced that allowed this work to be performed without any additional cost to the contract. The second change order is a credit in unused tonnage from the overall project that reconciles the overall project cost to the amount that the contractor is owed.

Original Contract Amount	\$ 654,047.60
Change Order One	\$ 0
Change Order Two	\$ (26,971.40)

**Final Contract Amount:                   \$ 627,076.20**

The contractor matched the existing grades as close as possible, and all punch list items have been rectified. The Village's purchasing policies and procedures require Village Council approval for: (1) change orders in excess of \$25,000; and (2) final closeout and release of retainage for all projects exceeding \$100,000.00.

**Recommendation:**

**Village Staff recommends Council consideration and approval of a reduction change order in the amount of (\$26,971.40) and final payment in the amount of \$23,808.00 to J.W. Cheatham, LLC for the milling, resurfacing and striping project in accordance with Village policies and procedures.**

Change Order No. 1

Date of Issuance: 7/11/2022

Effective Date: 7/11/2022

Owner: Village of North Palm Beach

Owner's Task Order No.:

Contractor: J.W. Cheatham

Contractor's Project No.: 220012

Engineer: N/A

Engineer's Project No.:

Project: Milling and Resurfacing #2 – 2022

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to remove the tonnage from asphalt that was not placed in order to add striping requested by the Village of North Palm Beach.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>654,047.60</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>654,047.60</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>654,047.60</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title _____	Title _____			
Date: _____	Date _____	Date _____			

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**J.W.  
CHEATHAM  
LLC**

**Road Building &  
Earthmoving Contractors**

April 6, 2022

Village of North Palm Beach  
Public Works Department  
645 Prosperity Farms Road  
North Palm Beach, FL 33408

Attn: Kenneth Hern, Streets and Stormwater Manager

Ref: Village of North Palm Beach Overlays 2022

Dear Mr. Hern,

As per your request I submit the following Change Order 1.

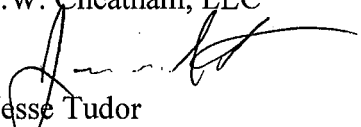
6" white thermoplastic	12,250	LF	@	\$ .90 / FT	\$11,025.00
Mot for striping On Lighthouse	1	LS	@	\$2,200.00	\$2,200.00

Qualifications to this proposal are as follows:

1. Engineering, layout and as-builts are not included.
2. Permits and testing are not included.
3. Repair and/or replacement of existing irrigation and landscaping is not included.
4. J.W. Cheatham, LLC is not responsible for pre-existing conditions, i.e., reflective cracking and/or defective cross slopes and profiles.
5. Replacement of traffic loops are not included.
6. Final quantities and payment of unit priced items to be based upon actual measurement.
7. No item included unless specifically stated.
8. Prices based on completing work while working on Anchorage Dr
9. Overhead tree cover needs to be cut prior to the project beginning.
10. Off Duty Law Enforcement officers to be billed separately.

Please call should you have any questions.

Sincerely,  
J.W. Cheatham, LLC

  
Jesse Tudor  
Project Manager / Estimator



J. W. CHEATHAM, LLC  
7396 Westport Place  
West Palm Beach, FL 33413

FOR PERIOD 06/01/22 TO 06/30/22

JOB NO. 220012

VILLAGE OF NORTH PALM BEACH 2022 OVERLAY

REQUISITION NO. 3

CLIENT NO. 88185

VILLAGE OF NORTH PALM BEACH

INVOICE NO. 220205

INVOICE DATE 06/30/22

501 U.S. HIGHWAY ONE

NORTH PALM BEACH, FL 33408

ATT: FINANCE DEPT.

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Order approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
C.O 1		13,255.00	13,255.00
C.O 2			26,971.40
TOTALS		13,255.00	40,226.40
Net change by Change Orders			-26,971.40

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: J.W. Cheatham, LLC

By:  Date: 6/30/22

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 654,047.60
2. Net Change by Change Orders	\$ -26,971.40
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$ 627,076.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 627,076.20
5. RETAINAGE	
a. _____ of Completed Work	\$ 0.00
b. _____ of Stored Material	\$ 0
Total Retainage (Line 5a + 5b or Total in Column J of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 627,076.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous Certificates)	\$ 603,268.20
8. CURRENT PAYMENT DUE	\$ 23,808.00

State of: Florida

County of: Palm Beach

Subscribed and sworn to before me this

day of June, 2022

Notary Public:

My Commission expires:



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 23,808.00

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

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

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Owner or Contractor under this Contract.



Application and Certificate for Payment  
Continuation Sheet

FOR PERIOD 06/01/22 TO 06/30/22

REQUISITION NO. 3

INVOICE NO. 220205  
INVOICE DATE 06/30/22

JOB NO. 220012 VILLAGE OF NORTH PALM BEACH 2022 OVERLAY

CLIENT NO. 88185 VILLAGE OF NORTH PALM BEACH

A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
	GENERA													
A001	MOBILIZATION	LS	1.0000	9,600.0000	9,600.00	1.0000	9,600.00	0.0000	0.00		9,600.00	100	0.00	0.00
A002	MAINTENANCE OF TRAFFIC	LS	1.0000	70,044.0000	70,044.00	1.0000	70,044.00	0.0000	0.00		70,044.00	100	0.00	0.00
	SUBTOTAL				79,644.00		79,644.00		0.00		79,644.00			0.00
	SHORE CT													
B001	AVERAGE 1" MILLING	SY	3,084.0000	4.0000	12,336.00	3,084.0000	12,336.00	0.0000	0.00		12,336.00	100	0.00	0.00
B002	1" S3 ASPHALT	TNS	178.0000	120.0000	21,360.00	178.0000	21,360.00	0.0000	0.00		21,360.00	100	0.00	0.00
B003	TURN ARROWS	EA	4.0000	92.0000	368.00	0.0000	0.00	4.0000	368.00		368.00	100	0.00	0.00
B004	ONLY MESSAGE	EA	2.0000	135.0000	270.00	0.0000	0.00	0.0000	0.00		0.00		270.00	0.00
B005	6" YELLOW THERMOPLASTIC	LF	530.0000	0.9000	477.00	0.0000	0.00	613.0000	551.70		551.70	116	-74.70	0.00
B006	RPM'S	EA	36.0000	5.5000	198.00	0.0000	0.00	62.0000	341.00		341.00	172	-143.00	0.00
B007	6" WHITE THERMOPLASTIC	LF	250.0000	0.9000	225.00	0.0000	0.00	168.0000	151.20		151.20	67	73.80	0.00
B008	24" WHITE THERMOPLASTIC	LF	67.0000	3.8000	254.60	0.0000	0.00	67.0000	254.60		254.60	100	0.00	0.00
	SUBTOTAL				35,488.60		33,696.00		1,666.50		35,362.50			0.00
	ANCHORAGE DRIVE SOUTH													
C001	AVERAGE 1" MILLING	SY	17,544.0000	4.0000	70,176.00	17,544.0000	70,176.00	0.0000	0.00		70,176.00	100	0.00	0.00
C002	1" S3 ASPHALT	TNS	1,010.0000	120.0000	121,200.00	967.0000	116,040.00	0.0000	0.00		116,040.00	96	5,160.00	0.00
C003	RIGHT TURN ARROWS	EA	2.0000	92.0000	184.00	0.0000	0.00	2.0000	184.00		184.00	100	0.00	0.00
C004	COMBO ARROWS (LEFT STRAIGHT)	EA	2.0000	97.0000	194.00	0.0000	0.00	2.0000	194.00		194.00	100	0.00	0.00
C005	6" YELLOW THERMOPLASTIC	LF	7,492.0000	0.9000	6,742.80	0.0000	0.00	4,701.0000	4,230.90		4,230.90	63	2,511.90	0.00
C006	RPM'S	EA	195.0000	6.2000	1,209.00	0.0000	0.00	212.0000	1,314.40		1,314.40	109	-105.40	0.00
C007	6" WHITE THERMOPLASTIC	LF	1,775.0000	0.9000	1,597.50	0.0000	0.00	1,775.0000	1,597.50		1,597.50	100	0.00	0.00
C008	SCHOOL MESSAGE	EA	2.0000	135.0000	270.00	0.0000	0.00	2.0000	270.00		270.00	100	0.00	0.00
C009	TUBULAR MARKERS	EA	14.0000	53.0000	742.00	0.0000	0.00	0.0000	0.00		0.00		742.00	0.00
C010	18" YELLOW THERMOPLASTIC	LF	21.0000	2.7000	56.70	0.0000	0.00	19.0000	51.30		51.30	90	5.40	0.00
C011	24" WHITE THERMOPLASTIC	LF	84.0000	3.8000	319.20	0.0000	0.00	110.0000	418.00		418.00	131	-98.80	0.00
C012	12" WHITE THERMOPLASTIC	LF	168.0000	1.6000	268.80	0.0000	0.00	299.0000	478.40		478.40	178	-209.60	0.00
C013	QTY ADJUSTMENT C002	LS	1.0000	-5,160.0000	-5,160.00	1.0000	-5,160.00	0.0000	0.00		-5,160.00	100	0.00	0.00
C014	6X10 YELLOW THERMOPLASTIC SKIP													
	S		576.0000	0.5000	288.00	0.0000	0.00	576.0000	288.00		288.00	100	0.00	0.00
	SUBTOTAL				198,088.00		181,056.00		9,026.50		190,082.50			0.00
	CASTLEWOOD DR													
D001	AVERAGE 1" MILLING	SY	3,150.0000	4.0000	12,600.00	3,150.0000	12,600.00	0.0000	0.00		12,600.00	100	0.00	0.00
D002	1" S3 ASPHALT	TNS	182.0000	120.0000	21,840.00	182.0000	21,840.00	0.0000	0.00		21,840.00	100	0.00	0.00
D003	24" WHITE THERMOPLASTIC	LF	20.0000	3.8000	76.00	0.0000	0.00	20.0000	76.00		76.00	100	0.00	0.00
D004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
D005	RPM'S	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
	SUBTOTAL				34,762.00		34,440.00		322.00		34,762.00			0.00
	ALLEYWAY													
E001	AVERAGE 1" MILLING	SY	3,424.0000	4.0000	13,696.00	3,424.0000	13,696.00	0.0000	0.00		13,696.00	100	0.00	0.00
E002	1" S3 ASPHALT	TNS	200.0000	120.0000	24,000.00	200.0000	24,000.00	0.0000	0.00		24,000.00	100	0.00	0.00
E003	24" WHITE THERMOPLASTIC	LF	24.0000	3.8000	91.20	0.0000	0.00	24.0000	91.20		91.20	100	0.00	0.00



Application and Certificate for Payment  
Continuation Sheet

FOR PERIOD 06/01/22 TO 06/30/22

JOB NO. 220012 VILLAGE OF NORTH PALM BEACH 2022 OVERLAY

REQUISITION NO. 3

INVOICE NO. 220205  
INVOICE DATE 06/30/22

CLIENT NO. 88185 VILLAGE OF NORTH PALM BEACH

A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
E004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
E005	RPM'S	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
	SUBTOTAL				38,033.20		37,696.00		337.20		38,033.20			0.00
	LEHANE TER													
F001	AVERAGE 1" MILLING	SY	2,202.0000	4.0000	8,808.00	2,202.0000	8,808.00	0.0000	0.00		8,808.00	100	0.00	0.00
F002	1" S3 ASPHALT	TNS	128.0000	120.0000	15,360.00	104.0000	12,480.00	0.0000	0.00		12,480.00	81	2,880.00	0.00
F003	24" WHITE THERMOPLASTIC	LF	10.0000	3.8000	38.00	0.0000	0.00	10.0000	38.00		38.00	100	0.00	0.00
F004	6" YELLOW THERMOPLASTIC	LF	100.0000	0.9000	90.00	0.0000	0.00	100.0000	90.00		90.00	100	0.00	0.00
F005	RPM'S	EA	6.0000	5.5000	33.00	0.0000	0.00	6.0000	33.00		33.00	100	0.00	0.00
F006	QTY ADJUSTMENT F002	LS	1.0000	-2,880.0000	-2,880.00	1.0000	-2,880.00	0.0000	0.00		-2,880.00	100	0.00	0.00
	SUBTOTAL				21,449.00		18,408.00		161.00		18,569.00			0.00
	WETLAW LN													
G001	AVERAGE 1" MILLING	SY	2,230.0000	4.0000	8,920.00	2,230.0000	8,920.00	0.0000	0.00		8,920.00	100	0.00	0.00
G002	1" S3 ASPHALT	TNS	129.0000	120.0000	15,480.00	104.0000	12,480.00	0.0000	0.00		12,480.00	81	3,000.00	0.00
G003	24" WHITE THERMOPLASTIC	LF	10.0000	3.8000	38.00	0.0000	0.00	10.0000	38.00		38.00	100	0.00	0.00
G004	6" YELLOW THERMOPLASTIC	LF	100.0000	0.9000	90.00	0.0000	0.00	100.0000	90.00		90.00	100	0.00	0.00
G005	RPMS	EA	6.0000	5.5000	33.00	0.0000	0.00	6.0000	33.00		33.00	100	0.00	0.00
G006	QTY ADJUSTMENT G002	LS	1.0000	-3,000.0000	-3,000.00	1.0000	-3,000.00	0.0000	0.00		-3,000.00	100	0.00	0.00
	SUBTOTAL				21,561.60		18,400.00		161.00		18,561.00			0.00
	DOOLEN CT													
H001	AVERAGE 1" MILLING	SY	1,935.0000	4.0000	7,740.00	1,935.0000	7,740.00	0.0000	0.00		7,740.00	100	0.00	0.00
H002	1" S3 ASPHALT	TNS	112.0000	120.0000	13,440.00	106.6600	12,799.20	0.0000	0.00		12,799.20	95	640.80	0.00
H003	24" WHITE THERMOPLASTIC	LF	10.0000	3.8000	38.00	0.0000	0.00	10.0000	38.00		38.00	100	0.00	0.00
H004	6" YELLOW THERMOPLASTIC	LF	100.0000	0.9000	90.00	0.0000	0.00	100.0000	90.00		90.00	100	0.00	0.00
H005	RPMS	EA	6.0000	5.5000	33.00	0.0000	0.00	6.0000	33.00		33.00	100	0.00	0.00
H006	QTY ADJUSTMENT H002	LS	1.0000	-640.8000	-640.80	1.0000	-640.80	0.0000	0.00		-640.80	100	0.00	0.00
	SUBTOTAL				20,700.20		19,898.40		161.00		20,059.40			0.00
	NORTHLAKE DR													
I001	AVERAGE 1" MILLING	SY	3,460.0000	4.0000	13,840.00	3,460.0000	13,840.00	-1,120.0000	-4,480.00		9,360.00	68	4,480.00	0.00
I002	1" S3 ASPHALT	TNS	199.0000	120.0000	23,880.00	185.0000	22,200.00	0.0000	0.00		22,200.00	93	1,680.00	0.00
I003	24" WHITE THERMOPLASTIC	LF	44.0000	3.8000	167.20	0.0000	0.00	44.0000	167.20		167.20	100	0.00	0.00
I004	6" YELLOW THERMOPLASTIC	LF	400.0000	0.9000	360.00	0.0000	0.00	400.0000	360.00		360.00	100	0.00	0.00
I005	RPMS	EA	24.0000	5.5000	132.00	0.0000	0.00	24.0000	132.00		132.00	100	0.00	0.00
I006	QTY ADJUSTMENT I001	LS	1.0000	-1,800.0000	-1,800.00									
	SUBTOTAL				36,579.20		36,040.00		-3,820.80		32,219.20			0.00
	GULL CT													
J001	AVERAGE 1" MILLING	SY	2,140.0000	4.0000	8,560.00	2,140.0000	8,560.00	0.0000	0.00		8,560.00	100	0.00	0.00
J002	1" S3 ASPHALT	TNS	123.0000	120.0000	14,760.00	110.0000	13,200.00	0.0000	0.00		13,200.00	89	1,560.00	0.00
J003	24" WHITE THERMOPLASTIC	LF	22.0000	3.8000	83.60	0.0000	0.00	22.0000	83.60		83.60	100	0.00	0.00
J004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
J005	RPMS	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00



Application and Certificate for Payment  
Continuation Sheet

FOR PERIOD 06/01/22 TO 06/30/22

JOB NO. 220012 VILLAGE OF NORTH PALM BEACH 2022 OVERLAY

REQUISITION NO. 3

INVOICE NO. 220205  
INVOICE DATE 06/30/22

CLIENT NO. 88185 VILLAGE OF NORTH PALM BEACH

A	B		C			D		E		F	G	H	I	J
Item No.	Description of Work	Unit	Contract			Previous		Current		Materials Presently Stored (Not In D or E)	Total Completed and Stored To-Date (D+E+F)	%	Balance To Finish (C-G)	Retainage If Variable Rate
			Qty	Unit Price	Amount	Qty	Amount	Qty	Amount					
	WESTWIND DR													
K001	AVERAGE 1" MILLING	SY	2,300.0000	4.0000	9,200.00	2,300.0000	9,200.00	0.0000	0.00		9,200.00	100	0.00	0.00
K002	1" S3 ASPHALT	TNS	133.0000	120.0000	15,960.00	125.0000	15,000.00	0.0000	0.00		15,000.00	94	960.00	0.00
K003	24" WHITE THERMOPLASTIC	LF	22.0000	3.8000	83.60	0.0000	0.00	22.0000	83.60		83.60	100	0.00	0.00
K004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
K005	RPMS	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
	SUBTOTAL				25,489.60		24,200.00		329.60		24,529.60			0.00
	FLAMINGO WAY													
L001	AVERAGE 1" MILLING	SY	2,030.0000	4.0000	8,120.00	2,030.0000	8,120.00	0.0000	0.00		8,120.00	100	0.00	0.00
L002	1" S3 ASPHALT	TNS	117.0000	120.0000	14,040.00	105.0000	12,600.00	0.0000	0.00		12,600.00	90	1,440.00	0.00
L003	24" WHITE THERMOPLASTIC	LF	22.0000	3.8000	83.60	0.0000	0.00	22.0000	83.60		83.60	100	0.00	0.00
L004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
L005	RPMS	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
	SUBTOTAL				22,489.60		20,720.00		329.60		21,049.60			0.00
	NORTHLAKE CT													
M001	AVERAGE 1" MILLING	SY	1,910.0000	4.0000	7,640.00	1,910.0000	7,640.00	0.0000	0.00		7,640.00	100	0.00	0.00
M002	1" S3 ASPHALT	TNS	110.0000	120.0000	13,200.00	100.0000	12,000.00	0.0000	0.00		12,000.00	91	1,200.00	0.00
M003	24" WHITE THERMOPLASTIC	LF	22.0000	3.8000	83.60	0.0000	0.00	22.0000	83.60		83.60	100	0.00	0.00
M004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
M005	RPM'S	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
M006	QTY ADJUSTMENT M002	LS	1.0000	-698.2000	-698.20	1.0000	-698.20	0.0000	0.00		-698.20	100	0.00	0.00
	SUBTOTAL				20,471.40		18,941.80		329.60		19,271.40			0.00
	HUMMINGBIRD WAY													
N001	AVERAGE 1" MILLING	SY	3,675.0000	4.0000	14,700.00	3,675.0000	14,700.00	0.0000	0.00		14,700.00	100	0.00	0.00
N002	1" S3 ASPHALT	TNS	212.0000	120.0000	25,440.00	200.0000	24,000.00	0.0000	0.00		24,000.00	94	1,440.00	0.00
N003	24" WHITE THERMOPLASTIC	LF	12.0000	3.8000	45.60	0.0000	0.00	12.0000	45.60		45.60	100	0.00	0.00
N004	6" YELLOW THERMOPLASTIC	LF	100.0000	0.9000	90.00	0.0000	0.00	100.0000	90.00		90.00	100	0.00	0.00
N005	RPM'S	EA	6.0000	5.5000	33.00	0.0000	0.00	6.0000	33.00		33.00	100	0.00	0.00
	SUBTOTAL				40,308.60		38,700.00		168.60		38,868.60			0.00
	EAGLE WAY													
O001	AVERAGE 1" MILLING	SY	1,950.0000	4.0000	7,800.00	1,950.0000	7,800.00	0.0000	0.00		7,800.00	100	0.00	0.00
O002	1" S3 ASPHALT	TNS	113.0000	120.0000	13,560.00	105.9500	12,714.00	0.0000	0.00		12,714.00	94	846.00	0.00
O003	24" WHITE THERMOPLASTIC	LF	24.0000	3.8000	91.20	0.0000	0.00	24.0000	91.20		91.20	100	0.00	0.00
O004	6" YELLOW THERMOPLASTIC	LF	200.0000	0.9000	180.00	0.0000	0.00	200.0000	180.00		180.00	100	0.00	0.00
O005	RPM'S	EA	12.0000	5.5000	66.00	0.0000	0.00	12.0000	66.00		66.00	100	0.00	0.00
O006	QTY ADJUSTMENT O002	LS	1.0000	-846.0000	-846.00	1.0000	-846.00	0.0000	0.00		-846.00	100	0.00	0.00
	SUBTOTAL				20,851.20		19,668.00		337.20		20,005.20			0.00
	CHANGE ORDER 1													
P001	6" WHITE THERMOPLASTIC	LF	12,250.0000	0.9000	11,025.00	0.0000	0.00	11,680.0000	10,512.00		10,512.00	95	513.00	0.00
P002	MOT FOR STRIPING ON LIGHTHOUSE	LS	1.0000	2,200.0000	2,200.00	0.0000	0.00	1.0000	2,200.00		2,200.00	100	0.00	0.00



**Application and Certificate for Payment**  
**Continuation Sheet**

FOR PERIOD 06/01/22 TO 06/30/22

JOB NO. 220012

VILLAGE OF NORTH PALM BEACH 2022 OVERLAY

REQUISITION NO. 3

INVOICE NO. 220205

CLIENT NO. 88185

VILLAGE OF NORTH PALM BEACH

INVOICE DATE 06/30/22

[illegible]









## Final Project Completion & Final Payment Request Form

Project Name: Milling and Resurfacing #2 – 2022  
Date Project Completed: June 30, 2022

**Final Payment Request:** \$ 23,808.00

Budgeted Amount:	<u>\$654,047.60</u>	Original Contract:	<u>\$654,047.60</u>
Budgeted Account Number:	<u>17321-66210</u>	Net Change Order:	<u>(\$26,971.40)</u>
Resolution/Ordinance Number:	<u>RES# 2022-14</u>	Retainage:	<u>0</u>
Purchase Order Number:	<u>101905</u>	Credits:	<u>0</u>
Building Permit Number:	<u>NA</u>	Adjustments :	<u>0</u>
		Final Payment:	<u>\$627,618.80</u>

The following conditions need to be met prior to requesting for final payment per Policy Procedures, Contracts, Retainage, Change Orders, & Payment, Contract Payment Process, (2) Final Completion & Final Payment (Resolution 2007-73)

- ☒ Upon receipt of written notice that the work is ready for final inspection and acceptance upon receipt of final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the work acceptable under the contract documents and the contract fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment. 
- ☒ An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the work have been paid or otherwise satisfied. 
- ☒ A certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least (30) days prior written notice has been given to the Village. 
- ☒ A written statement that the contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents. 
- ☒ A consent of surety, if any, to final payment. 
- ☐ If required by the Village, other data establishing payment or satisfaction of obligations. N/A
- ☒ Release of liens provided by the Contractor. 

Project Manager: 

Village Manager: 

8/26  
Date  
8/29/21  
Date

**Note:** Projects exceeding \$100,000 requires the same signature authority and will be forwarded to the Mayor and Council for final closeout and release of contractual retainage.

Change Order No. 1

Date of Issuance: 7/11/2022

Effective Date: 7/11/2022

Owner: Village of North Palm Beach

Owner's Task Order No.:

Contractor: J.W. Cheatham

Contractor's Project No.: 220012

Engineer: N/A

Engineer's Project No.:

Project: Milling and Resurfacing #2 – 2022

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to remove the tonnage from asphalt that was not placed in order to add striping requested by the Village of North Palm Beach.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>654,047.60</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>654,047.60</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>654,047.60</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: <u>[Signature]</u>	By: <u>Thomas P. Whiting</u>	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title <u>Asst. PW Director</u>	Title <u>President</u>	
Date: _____	Date <u>7/14/22</u>	Date <u>7/14/22</u>	

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Change Order No. 2

Date of Issuance: 8/11/2022

Effective Date: 8/11/2022

Owner: Village of North Palm Beach

Owner's Task Order No.:

Contractor: J.W. Cheatham

Contractor's Project No.: 220012

Engineer: N/A

Engineer's Project No.:

Project: Milling and Resurfacing #2 – 2022

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to show reduction in the final total contract price on the milling project due to a reduction in the tonnage of asphalt removed during the project in the Village of North Palm Beach.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>654,590.20</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>26,971.40</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>654,590.20</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>26,971.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>627,618.80</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: <u>X Thomas P. Ulling</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title _____	Title <u>President</u>	Title _____	Title _____	Title _____
Date: _____	Date _____	Date <u>8/12/22</u>	Date _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# CHANGE# 1 DATA

Item No.	Description of Work	Unit	Contract			PREV
			Qty	Unit Price	Amount	Qty
	<b><i>Anchorage Dr S</i></b>					
C002	1" S3 Asphalt	TNS	1010.0000	120.0000	121,200.00	967.0000
C013	QTY ADJUSTMENT C002	LS	1.0000	<b>5,160.0000-</b>	<b>5,160.00-</b>	0.0000
	<b><i>Lehane Ter</i></b>					
F002	1" S3 Asphalt	TNS	128.0000	120.0000	15360.0000	104.0000
F006	QTY ADJUSTMENT F002	LS	1.0000	<b>2,880.00-</b>	<b>2,880.00-</b>	0
	<b><i>WETLAW LN</i></b>					
G001	1" S3 Asphalt	TNS	129.0000	120.0000	15480.0000	104.0000
G006	QTY ADJUSTMENT G002	LS	1.0000	<b>3,000.0000-</b>	<b>3000.00-</b>	0.0000
	<b><i>DOOLEN CT</i></b>					
H002	1" S3 Asphalt	TNS	112.0000	120.0000	13,440.00	106.6600
H006	QTY ADJUSTMENT H002	LS	1.0000	<b>640.8000-</b>	<b>640.80-</b>	0.0000
	<b><i>NORTHLAKE CT</i></b>					
M002	1' S3 ASPHALT	TNS	110.0000	120.0000	13,200.00	0.0000
M006	QTY ADJUSTMENT M002	LS	1.0000	<b>698.2000-</b>	<b>698.20-</b>	0.0000
	<b><i>EAGLE WAY</i></b>					
O002	1" S3 Asphalt	TNS	113.0000	120	13,560.00	0.0000
O006	QTY ADJUSTMENT O002	LS	1.0000	<b>846.0000-</b>	<b>846.00-</b>	0.0000

# SHEET

Previous		Current	
Amount	Qty	Amount	TOTAL COMPLETED STORED TO DATE
116,040.00	0.0000	0.00	116,040.00
0.00	1.0000	5,160.00-	5,160.00-
12480.00	0.0000	0.00	12480.00
0	1	2880.00-	2880.00-
12480.0000	0.00	0.00	12,480.00
0.00	1.0000	3,000.00-	3,000.00-
12,799.20	0.0000	0.00	12799.20
0.00	1.0000	640.80-	640.80-
0.00	100.0000	12,000.00	12000.00
0.00	1.0000	698.20-	698.20-
0.00	105.9500	12,714.00	12714.00
0.00	1.0000	846.00-	846.00-
TOTAL			13225.00-

**CERTIFICATE OF CONTRACT COMPLETION and CONTRACTOR'S AFFIDAVIT**

CONTRACTOR: J.W. Chentham LLC  
CONTRACT FOR: Village of North Palm Beach 2022 Paving  
CONTRACT DATE: 2/24/2022 THEA PROJECT NO.: P.O # 101905

I CERTIFY: That the work under the above named contract, including all amendments thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the project, including those incurred by Subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of Owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reasons of work on the project under the contract; that all Workmen's Compensation claims have been settled and that no public liability claims are pending. Affidavit is made for the purpose of obtaining final payment on said contract.

contractor:  
BY: [Signature]  
Signature

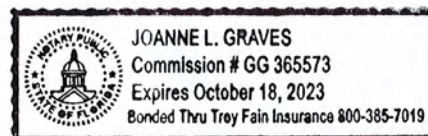
Mike Deman  
Printed Name

VP  
Printed Title

Sworn to and subscribed before me, a  
notary public, this 24 day of August, 2022.

Joanne L. Graves  
Notary Public

My commission Expires: 10/18/23





**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the Progress Payment in the amount of \$479.31 hereby waives and releases its lien and right to claim a lien for labor, services and/or materials furnished to J.W. Cheatham, LLC on the job of Village of North Palm Beach through 5/31/2022  
To the following described property:

Village of North Palm Beach 2022 Overlays

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on June 24, 2022

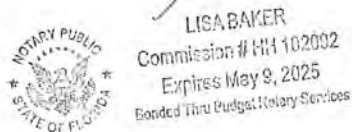
Lienor's Name ACME Barricades LC  
Address 9800 N. Mandy Blvd  
Jacksonville, FL 32221  
By [Signature]  
Print Name Melissa Jones  
Title HR ASSOC

STATE OF FLORIDA  
COUNTY OF Duval

Sworn to and subscribed before me by  
Melissa Jones  
who is personally known X  
who has produced identification

and who did not take an oath  
this 24th day of June, 2022

NOTARY PUBLIC [Signature]  
My commission expires: May 9, 2025



Note: This is a statutory form prescribed by Section 713.20 Fla. Statutes ('96) effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the Final Payment in the amount of \$2,136.75 hereby waives and releases its lien and right to claim a lien for labor, services and/or materials furnished to J.W. Cheatham, LLC on the job of Village of North Palm Beach

To the following described property:

Village of North Palm Beach 2022 Overlays

DATED on 5/16/22, 2022

Action Labor Management  
624 Nottingham Blvd  
West Palm Beach, FL 33405  
p: 561-683-3262  
f: 561-683-3262

Lienor's Name  
Address

By

Print Name

Title

[Signature]  
Lori Pater  
Director Credit Collections

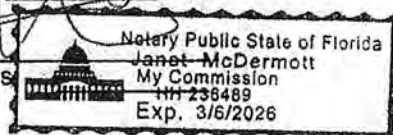
STATE OF FLORIDA  
COUNTY OF Palm Beach

Sworn to and subscribed before me by

Lori Pater  
who is personally known X  
who has produced identification

and who did not take an oath  
this 16<sup>th</sup> day of May, 2022

NOTARY PUBLIC  
My commission expires



Note: This is a statutory form prescribed by Section 713.20 Fla. Statutes ('96) effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RECEIVED  
JUL 26 2022

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the Progress Payment in the amount of \$1,050.00 hereby waives and releases its lien and right to claim a lien for labor, services and/or materials furnished to J.W. Cheatham, LLC on the job of Village of North Palm Beach through **4/28/2022**

To the following described property:

Village of North Palm Beach 2022 Overlays

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on July 19<sup>th</sup>, 2022

Lienor's Name Southwide Industries, Inc.

Address 4357 Creechdale Blvd. SE #14  
West Palm Beach FL 33409

By \_\_\_\_\_

Print Name John Battaglia

Title President

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to and subscribed before me by  
means of Physical Presence X

OR

Online Notarization: \_\_\_\_\_

who is personally known ✓

who has produced identification \_\_\_\_\_

and who did not take an oath  
this 19<sup>th</sup> day of July, 2022

NOTARY PUBLIC Jennifer Gingras  
My commission expires: 10/8/2026



Note: This is a statutory form prescribed by Section 713.20 Fla. Statutes ('96) effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2022

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

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

<b>PRODUCER</b> Tequesta Insurance Advisors, a Marsh & McLennan Agency LLC Company 218 South Hwy 1, Suite 300 Jupiter FL 33469		<b>CONTACT</b> NAME: Brian Kornhaus, CPCU PHONE (A/C, No, Ext): 561-657-0090 E-MAIL ADDRESS: Brian.Kornhaus@MarshMMA.com FAX (A/C, No): 561-746-9599	
<b>INSURED</b> JW Cheatham, LLC 7396 Westport Place West Palm Beach FL 33413		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Co of Amer	<b>NAIC #</b> 36161
		<b>INSURER B:</b> Charter Oak Fire Insurance Company	25615
		<b>INSURER C:</b> Travelers Indemnity Co of America	25666
		<b>INSURER D:</b> Bridgefield Casualty Insurance Company	10335
		<b>INSURER E:</b> Great American Insurance Company	16691
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1518463998**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DTC06P795568COF22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106P6596142226G	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7P1661232226	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	19652573	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			TUE435788000	3/1/2022	3/1/2023	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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

Project Name: Village of NPB Overlays PO: 101905

Village of North Palm Beach is an Additional Insured as respects General Liability when required by written contract subject to the term, conditions and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Village of North Palm Beach  
501 US Highway One  
North Palm Beach FL 33408

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

Bond No. 107581671

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

**TO OWNER:**

*(Name and address)*

Village of North Palm Beach  
501 U.S. Highway One  
North Palm Beach, FL 33408

ARCHITECT'S PROJECT NO.: ITB2020-124PS

CONTRACT FOR:

**PROJECT:**

*(Name and address)*

Miscellaneous Public Works Projects (ITB2020-124PS) - Milling, resurfacing, and striping on specified Village roadways

CONTRACT DATED: February 24, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

, SURETY,

on bond of

*(Insert name and address of Contractor)*

J.W. Cheatham, LLC  
7396 Westport Place  
West Palm Beach, FL 33413

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

*(Insert name and address of Owner)*

Village of North Palm Beach  
501 U.S. Highway One  
North Palm Beach, FL 33408

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 22, 2022  
*(Insert in writing the month followed by the numeric date and year.)*

Travelers Casualty and Surety Company of America

*(Surety)*

By:

*(Signature of authorized representative)*

Charles D. Nielson

*(Printed name and title)*

Attorney-in-Fact

Attest:

*(Seal)*

Alicia James



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David Hoover, Shawn A. Burton, Olga Iglesias, Gicelle Pajon, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

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

**Robert L. Raney, Senior Vice President**

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



\_\_\_\_\_  
**Anna P. Nowik, Notary Public**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22** day of **August**, 2022



\_\_\_\_\_  
**Kevin E. Hughes, Assistant Secretary**

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



# Purchase Order

Fiscal Year 2022

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase  
Order #

101905

B  
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L  
L  
T  
O**Village of North Palm Beach**501 U.S. Highway One  
Attn: Finance Department  
North Palm Beach, FL 33408V  
E  
N  
D  
O  
RJ.W. CHEATHAM, LLC  
7396 WESTPORT PLACE  
WEST PALM BEACH FL 33413S  
H  
I  
P  
T  
OSTREET MAINTENANCE  
VILLAGE OF NORTH PALM BEACH  
645 PROSPERITY FARMS ROAD  
NORTH PALM BEACH FL 33408-4799

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						PUBLIC WORKS DEPARTMENT	
Date Ordered	PO Expiration Date	Vendor #	Freight Method/Terms			Department/Location	
02/25/2022	09/30/2022	11468				STREET MAINTENANCE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	MILLING RESURFACING & STRIPING						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022						
1	PURCHASE ORDER FOR MILLING, RESURFACING AND STRIPING SERVICES ON SPECIFIED VILLAGE ROADWAYS, AS PER RES # 2022-14			1.0	EACH	\$654,047.600	\$654,047.60
	17321 - 66210						
	***** GL SUMMARY *****						
	17321 - 66210						

By

Finance Director

PURCHASING COPY

Total Ext. Price  
PO Total\$654,047.60  
\$654,047.60



## Village of North Palm Beach Purchase Order Requisition Form

Date of Request: 02/24/22  
(mm/dd/yy)

Department: Public Works

### For Finance Only:

Vendor # 11468  
Tax ID 20-19 8479  
PO # 101905

### Vendor Information

Vendor Name: J.W. Cheatham, LLC

Pay To: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

### Purchase Order Delivery Method:

Mail: ☐

Fax: ☐

Return to Dept.: ☒

### Purpose or Explanation

### Special Instructions

### Account Information

Qty	Description	Account Number	Account Description	Unit Cost	Amount
1	Milling, Resurfacing and	17321-66210	Construction & Major	654,047.60	\$ 654,047.60
	Striping Services		Renovation		\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

Total \$ 654,047.60 ✓

### Approvals

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

Finance Director: 852/28/22

Department Head: Chuck Huff

Village Manager: Res # 2022-14

Chuck Huff

## RESOLUTION 2022-14

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM J.W. CHEATHAM LLC FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS WITH THE CITY OF PALM BEACH GARDENS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of contractor to perform milling, resurfacing and striping on specified Village roadways (Anchorage Drive South, Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way); and

WHEREAS, Village Staff recommended that the Contract be awarded to J.W. Cheatham LLC pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) with the City of Palm Beach Gardens; and

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

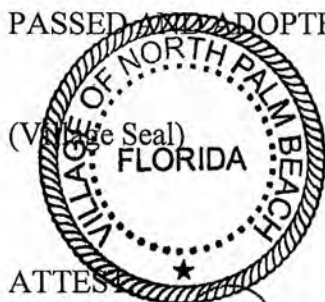
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council hereby approves a Contract with J.W. Cheatham LLC for milling, resurfacing and striping on specified Village roadways pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) with the City of Palm Beach Gardens and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$654,047.60, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation). Including contingency, the total project budget shall be \$700,000.00.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF FEBRUARY, 2022.



ATTEST

  
MAYOR

  
VILLAGE CLERK

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

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Kenneth Hern, Streets & Stormwater Manager

DATE: February 24, 2022

SUBJECT: **RESOLUTION – Acceptance of proposal from J.W. Cheatham LLC, for milling, resurfacing and striping services for specified Village roadways and authorizing the execution of a contract.**

---

The Village budgets for milling and resurfacing projects within the five-year Capital Improvement Plan using Infrastructure Surtax dollars.

The milling, resurfacing and striping locations included in this project are as follows: Anchorage Drive South (Lighthouse Drive to US1), Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way. Staff has reviewed the estimated project quantities and are in concurrence with the estimated yardage and tonnage associated with this project. This project is planned to begin within 90 days of Council approval.

These roads were selected based on the pavement condition report that was performed in 2018. A majority of the roads included within this project were identified in poor condition.

The Village's purchasing policies and procedures authorize concurrent competitive purchasing using pricing established in state and local government contracts currently in effect. Staff requested a proposal from J.W. Cheatham LLC utilizing the recent City of Palm Beach Gardens Contract Number ITB2020-124PS (H) that was executed on November 5, 2020. The total cost of this proposal is \$654,047.60. Due to the nature of this project, Village Staff is requesting a project contingency of \$45,952.40 for a total project budget of \$700,000.00. There are sufficient funds available in the Infrastructure Surtax Fund for this purchase (*a summary for the Surtax Fund is included in your agenda backup material for review*).

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds Maintenance	17321-66210 ✓	Construction & Major Renovation	\$654,047.60 ✓
			Contingency	\$45,952.40
			<b>Total w/ Contingency</b>	<b>\$700,000.00</b>

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from J.W. Cheatham LLC., to provide milling, resurfacing and striping services for specified Village roadways in an amount not to exceed \$654,047.60, with funds expended from the Infrastructure Surtax Fund Account No. I7321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.**

## CONTRACT

This Contract is made as of this 24th day of February, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and J.W. CHEATHAM LLC, 7396 Westport Place, West Palm Beach, Florida 33413, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-1928479.

## **RECITALS**

WHEREAS, the VILLAGE is in need of a contractor to perform milling, resurfacing and striping on specified Village roadways (Anchorage Drive South, Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way); and

WHEREAS, the City of Palm Beach Gardens, through its competitive selection process, awarded an Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) ("PBG Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the PBG Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the PBG Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBG Contract. The City of Palm Beach Gardens' Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) ("PBG Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
  - A. In accordance with the terms and conditions of the PBG Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Proposal dated January 12, 2022, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
  - B. The total cost of such services shall not exceed **\$654,047.60**, subject to adjustments based on the actual quantities in accordance with the unit pricing set forth in CONTRACTOR'S Proposal.
  - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE's issuance of the notice to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (PBG Contract)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have 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 CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the PBG Contract. Extensions or renewals to the PBG Contract or any modification including new products, terms, or price changes to the PBG Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the PBG Contract expires and no new contract is let by the PBG, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the PBG Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR 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 CONTRACTOR pursuant to this Contract, including, but not

limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful 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 CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the PBG Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. 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. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. 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.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract 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. 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.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. 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: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR 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.

I. CONTRACTOR 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 CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**J.W. CHEATHAM LLC**

By: Thomas Uhrig  
35E3516A6D884CE...

Print Name: Thomas Uhrig

Position: President

**VILLAGE OF NORTH PALM BEACH**

By: Darryl Aubrey  
0F9C388C741C442...  
**DARRYL AUBREY**  
**MAYOR**

ATTEST:

BY: Jessica Green  
09BE9934B84F420...  
**VILLAGE CLERK**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

DocuSigned by:

*Leonard G Rubin*

CB38BC55308845A

VILLAGE ATTORNEY

## EXHIBIT A



### AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS

AGREEMENT NO. ITB2020-124PS (H)

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of November, 2020 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **J.W. Cheatham LLC**, a Florida corporation (the "Contractor"), located at 7396 Westport Place, West Palm Beach, Florida 33413.

WHEREAS, the City desires to retain the services of the Contractor to perform Miscellaneous Public Works Projects in accordance with the City's Invitation to Bid No. ITB2020-124PS, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

#### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2020-124PS and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

#### ARTICLE 2. SCOPE OF WORK

The Contractor shall perform miscellaneous public works projects, on an as-needed basis as identified in the specifications accompanying the City's Invitation to Bid, and such work projects shall be under the category and items awarded to the Contractor, as detailed in the Award Summary, attached hereto and incorporated herein as Exhibit "A."

Nothing in this Agreement shall be construed as the City's guarantee of work to the Contractor during the term of this Agreement. The City shall assign work based on its needs and priorities. The City shall first solicit price quotations from the designated Primary Vendor based on the awarded rates as shown in attached Exhibit "A."

Where more than one bidder is designated as Primary or Secondary Vendors, the City shall request best and final offers from both vendors at the time price quotations are solicited for a specific project.

### ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for work that has been completed and has been reviewed, inspected, and accepted by the City, according to the terms and conditions of the Invitation to Bid.

The City shall pay the Contractor based on the rates established in this Agreement and as described on the subsequent City Purchase Order. The Contractor shall not commence any work under this Agreement until a City Purchase Order has been issued for the specific work project, and the Contractor has received written notice from the City to proceed with the work.

The estimated value of this Agreement for all work projects during the five- (5) year term shall be Ten Million Dollars (\$10,000,000) and as may be amended and increased by the City at its sole discretion.

Progress payments shall be made for work completed by the Contractor, and reviewed, inspected, and accepted by the City.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
Email: [rferris@pbgfl.com](mailto:rferris@pbgfl.com)

City of Palm Beach Gardens  
Agreement No. ITB2020-124PS (H)  
Miscellaneous Public Works Projects

With a copy to:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
Email: [mlohman@pbgfl.com](mailto:mlohman@pbgfl.com)

As to the Contractor:

**J.W. Cheatham LLC**  
7396 Westport Place  
West Palm Beach, Florida 33413  
Attn: Thomas P. Uhrig, President  
Email: [jwctom@jwcheatham.com](mailto:jwctom@jwcheatham.com)

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

#### ARTICLE 5. TERM

The term of this Agreement shall be from January 1, 2021, through December 31, 2025, until the Contractor has completed all elements of work, and the work has been reviewed, inspected, and accepted by the City, inclusive of all warranty periods, unless terminated beforehand as provided for in Article 6.

#### ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

## ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement, and upon request make them available to the City for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

## ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

## ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of 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. The Contractor shall 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 this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: [PSNIDER@PBGFL.COM](mailto:PSNIDER@PBGFL.COM).**

#### ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

#### ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

#### ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, pandemics, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

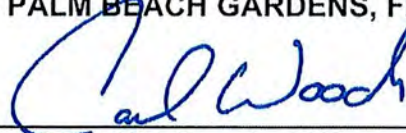
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City of Palm Beach Gardens  
Agreement No. ITB2020-124PS (H)  
Miscellaneous Public Works Projects

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

**CITY OF PALM BEACH GARDENS, FLORIDA**

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



Carl W. Woods, Mayor

**ATTEST:**

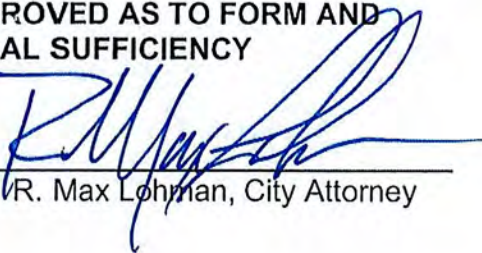
By: \_\_\_\_\_



Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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



R. Max Lohman, City Attorney

**J.W. CHEATHAM LLC**

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

DocuSigned by:

Thomas P. Uhrig

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Thomas P. Uhrig, President

## **EXHIBIT “A”**

EXHIBIT B

**J.W.  
CHEATHAM  
LLC**

**Road Building &  
Earthmoving Contractors**

January 12, 2022

Village of North Palm Beach  
Public Works Department  
645 Prosperity Farms Road  
North Palm Beach, FL 33408

Attn: Kenneth Hern, Streets and Stormwater Manager

Ref: Village of North Palm Beach Overlays 2022

Dear Mr. Hern,

As per your request I submit the following proposal to Mill and Overlay the following roadways in accordance with our City of Palm Beach Gardens Miscellaneous Public Work Contract.

Please see Attachment "A"

Qualifications to this proposal are as follows:

1. Engineering, layout and as-builts are not included.
2. Permits and testing are not included.
3. Repair and/or replacement of existing irrigation and landscaping is not included.
4. J.W. Cheatham, LLC is not responsible for pre-existing conditions, i.e., reflective cracking and/or defective cross slopes and profiles.
5. Replacement of traffic loops are not included.
6. Final quantities and payment of unit priced items to be based upon actual measurement.
7. No item included unless specifically stated.
8. Prices based on Four (4) mobilizations.
9. Overhead tree cover needs to be cut prior to the project beginning.
10. Off Duty Law Enforcement officers to be billed separately.
11. Price Includes the removal and reset of parking bumpers on Anchorage Dr. (Pinning of bumpers not included)

Please call should you have any questions.

Sincerely,  
J.W. Cheatham, LLC



Jesse Tudor  
Project Manager / Estimator

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

## Attachment "A"

### General

Mobilization	4 EA	@	2,400.00 /EA	9,600.00
Maintenace of Traffic	1 LS	@	62,844.00 /LS	70,044.00
<b>Total</b>				<b>79,644.00</b>

### Shore Ct

Average 1" Milling	3084 SY	@	4.00 /SY	12,336.00
1" S-III Asphalt	178 TNS	@	120.00 /TNS	21,360.00
Turn Arrows	4 EA	@	92.00 /EA	368.00
Only Message	2 EA	@	135.00 /EA	270.00
6"Yellow Thermoplastic	530 FT	@	0.90 /FT	477.00
RPM'S	36 EA	@	5.50 /EA	198.00
6" White Thermoplastic	250 FT	@	0.90 /FT	225.00
<b>Total</b>				<b>35,234.00</b>

### Anchorage drive south

Average 1" Milling	17544 SY	@	4.00 /SY	70,176.00
1" S-III Asphalt	1010 TNS	@	120.00 /TNS	121,200.00
Right Turn Arrows	2 EA	@	92.00 /EA	184.00
Combo Arrows (Left, Straight)	2 EA	@	97.00 /EA	194.00
6"Yellow Thermoplastic	7492 LF	@	0.90 /LF	6,742.80
RPM'S	195 EA	@	6.20 /EA	1,209.00
6" White Thermoplastic	1775 LF	@	0.90 /LF	1,597.50
School Message	2 EA	@	135.00 /EA	270.00
Tubular Markers	14 EA	@	53.00 /EA	742.00
18" Yellow Thermoplastic	21 LF	@	2.70 /LF	56.70
24" White Thermoplastic	84 LF	@	3.80 /LF	319.20
12" White Thermoplastic	168 LF	@	1.60 /LF	268.80
<b>Total</b>				<b>202,960.00</b>

### Castlewood Dr

Average 1" Milling	3150 SY	@	4.00 /SY	12,600.00
1" S-III Asphalt	182 TNS	@	120.00 /TNS	21,840.00
24" white Thermoplastic	20 FT	@	3.80 /FT	76.00
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>34,762.00</b>

### Alleyway Behind Castlewood Dr

Average 1" Milling	3424 SY	@	4.00 /SY	13,696.00
1" S-III Asphalt	200 TNS	@	120.00 /TNS	24,000.00
24" white Thermoplastic	24 FT	@	3.80 /FT	91.20
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00

**Total            38,033.20**

**Lehane Ter**

Average 1" Milling	2202 SY	@	4.00 /SY	8,808.00
1" S-III Asphalt	128 TNS	@	120.00 /TNS	15,360.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
<b>Total</b>				<b>24,329.00</b>

**Wettaw Ln**

Average 1" Milling	2230 SY	@	4.00 /SY	8,920.00
1" S-III Asphalt	129 TNS	@	120.00 /TNS	15,480.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
<b>Total</b>				<b>24,561.00</b>

**Doolen Ct**

Average 1" Milling	1935 SY	@	4.00 /SY	7,740.00
1" S-III Asphalt	112 TNS	@	120.00 /TNS	13,440.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
<b>Total</b>				<b>21,341.00</b>

**Northlake Dr**

Average 1" Milling	3460 SY	@	4.00 /SY	13,840.00
1" S-III Asphalt	199 TNS	@	120.00 /TNS	23,880.00
24" white Thermoplastic	44 FT	@	3.80 /FT	167.20
6"Yellow Thermoplastic	400 FT	@	0.90 /FT	360.00
RPM'S	24 EA	@	5.50 /EA	132.00
<b>Total</b>				<b>38,379.20</b>

**Gull Ct**

Average 1" Milling	2140 SY	@	4.00 /SY	8,560.00
1" S-III Asphalt	123 TNS	@	120.00 /TNS	14,760.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>23,649.60</b>

**Westwind Dr.**

Average 1" Milling	2300 SY	@	4.00 /SY	9,200.00
1" S-III Asphalt	133 TNS	@	120.00 /TNS	15,960.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>25,489.60</b>

**Flamingo Way**

Average 1" Milling	2030 SY	@	4.00 /SY	8,120.00
1" S-III Asphalt	117 TNS	@	120.00 /TNS	14,040.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>22,489.60</b>

**Northlake Ct**

Average 1" Milling	1910 SY	@	4.00 /SY	7,640.00
1" S-III Asphalt	110 TNS	@	120.00 /TNS	13,200.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>21,169.60</b>

**Hummingbird way**

Average 1" Milling	3675 SY	@	4.00 /SY	14,700.00
1" S-III Asphalt	212 TNS	@	120.00 /TNS	25,440.00
24" white Thermoplastic	12 FT	@	3.80 /FT	45.60
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
<b>Total</b>				<b>40,308.60</b>

**Eagle Way**

Average 1" Milling	1950 SY	@	4.00 /SY	7,800.00
1" S-III Asphalt	113 TNS	@	120.00 /TNS	13,560.00
24" white Thermoplastic	24 FT	@	3.80 /FT	91.20
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
<b>Total</b>				<b>21,697.20</b>

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<b>Grand Total:</b>	<b>654,047.60</b>
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### Infrastructure Surtax Summary

The use of surtax proceeds is restricted to, among other things, the financing, planning, construction, reconstruction, renovation and improvement of necessary infrastructure. Infrastructure is defined as fixed capital expenditures or outlays associated with the construction, reconstruction or improvement of public facilities and the purchase of vehicles and other equipment that have a life expectancy of more than 5 years.

#### Revenues:

	Description	Receipts	Total
One-Cent Sales Surtax effective January 1, 2017 and sunsets on December 31, 2026	FY 2017-2021	\$4,271,734	
	FY 2022 (Estimate)	955,015	
	Transfer from General Fund - Reimbursement for Capital Equipment Purchase	115,280	
	<b>Total Revenue</b>		<b>\$5,342,029</b>

#### Expenses:

Project	Project Description	Expenditures	Total
Anchorage Pk Bulkhead Project	Due to the old age and poor condition the Anchorage Park bulkhead had to be replaced to prevent failure.	\$278,387	
Anchorage Pk Enhancement Grant Match	Renovation of the north side dry storage area at Anchorage Park; Surtax monies used to meet a portion of the \$200k total grant match requirement	25,000	
Asphalt Resurfacing	Pavement preservation improvements to include milling and paving of streets and/or alleys on an annual basis, rehabilitation/replacement of deficient roadways, striping and overlay	1,084,184	
Prosperity Farms Road / US Highway One / Lighthouse Drive	Conceptual Bridge & Streetscape Designs	176,605	
Earman River Pump Station	Due to the old age and poor condition of the Earman River Pump Station it had to be replaced to ensure irrigation to a large portion of the Village was not lost.	360,709	
Floating Dock Installation	Anchorage Park	353,000	
Lakeside Park Pathways	Renovation of the walking paths at Lakeside Park. This project will include the complete demolition of the existing path and construction of a new one. It will also include park amenities related to the path	49,655	
Lakeside Seawall	Evaluation. Southeast seawall is in poor condition	52,712	
Lighthouse Bridge Repairs	The Lighthouse Drive Bridge has been in use for 60 years and is nearing the end of its useful life. An independent inspection was done and the repair recommendations completed.	275,190	
Monet Bridge	Bridge Repairs	60,600	
NPB Canal @ Lakeside Park	Engineering Services	17,250	
Pepperwood & Anchorage Drive	Culvert Repairs	161,665	
Sidewalks	Ongoing Village sidewalk repairs (saw cutting and removal/replacement)	476,171	
Stormwater Repairs	Stormwater pipe cleaning and televising	87,543	
West Alleyway Pavement Rehabilitation	Asphalt Pavement	383,675	
Yacht Club Drive	Seawall Repair	27,085	
Vertical Trellis - US 1 & Prosperity Farms Bridges	Schematic design and construction documents for the vertical trellis elements on Prosperity Farms Road & US1 Bridges	16,000	
Equipment	John Deere Tractor Replacement	115,280	
Lighthouse & Anchorage Drive	Engineering Services	5,000	
<b>Total Expenses</b>			<b>(4,005,712)</b>
<b>FY 2022 Outstanding Projects:</b>			
Asphalt Resurfacing		700,000	
Bridge Improvement - Prosperity Farms		200,000	
Bridge Improvement - US1		150,000	
Bridge Replacement & Streetscape Design - Lighthouse Drive		100,000	
Parking Lot - Anchorage Park		25,000	
<b>Total FY 2022 Outstanding Projects</b>			<b>(1,175,000)</b>
<b>Net Available (Estimate)</b>			<b>\$161,318</b>

**VILLAGE OF NORTH PALM BEACH  
PUBLIC LIBRARY**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Library

DATE: September 8, 2022

SUBJECT: **RESOLUTION** - State Aid to Libraries Grant Funding Application

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The North Palm Beach Public Library has been a member of the Library Cooperative of the Palm Beaches since 2007. It is now time to submit the Village's application for State Aid for FY 2022-2023.

State Aid was successfully applied for and received during this current fiscal year with an award of \$14,481. State Aid is based on the amount the Village expended for library services two fiscal years prior to the fiscal year the grant is distributed – in this case, FY 2020-2021. Samia Janjua, Finance Director, provided the relevant fiscal information.

There are no spending restrictions for this money; it is considered Library revenue. An appropriate budget revenue line will be used to reflect receipt of these funds. The State will issue the aid as an electronic funds transfer (EFT) payment paid directly to the Village by June 30, 2023.

Village Staff is requesting that Council provide the required certifications and approve the filing of the State Aid to Libraries Grant Funding Application. Staff is also seeking Council approval of the State Aid to Libraries Grant Agreement and the FY2022-2023 library plan of services (Exhibit "A") in support of the Village's application.

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

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A2127-03111	Cooperative Memb State Aid	\$14,397 State Estimate

**Recommendation:**

**Village Staff recommends Village Council consideration and approval of the attached Resolution authorizing the filing of a State Aid to Libraries Grant funding application, including authorizing members of Village Administration to take all steps necessary to apply for and receive such funding, and approving the execution of the State Aid to Libraries Grant Agreement and Plan of Services in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION FOR STATE AID TO LIBRARIES GRANT FUNDING; PROVIDING THE REQUIRED ASSURANCES AND CERTIFICATIONS; AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT; APPROVING AN ANNUAL PLAN OF SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 257, Florida Statutes, authorizes municipalities to file applications for State Aid to Libraries Grant Funding; and

WHEREAS, the Village Council wishes to authorize the filing of an application for State Aid to Libraries Grant Funding, provide the required certifications necessary for the receipt of such funding; and approve the annual plan of services required as part of the application process; and

WHEREAS, the Village Council determines that the adoption of this Resolution benefits the public health, safety and welfare.

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 and incorporated herein.

Section 2. The Village Council authorizes members of Village Administration and the appropriate Village Officials to take all steps necessary to apply for and receive State Aid to Libraries Grant Funding, including the filing of all required application forms, preparing the required supporting documentation, and executing the State Aid to Libraries Grant Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "B." The Village Council further authorizes the Mayor to execute all required Certifications, including the: Certification of Hours, Free Library Service and Access to Materials; and the Certification of Credentials.

Section 3. The Village Council hereby approves the annual plan of services attached hereto as Exhibit "A," which is incorporated herein by reference, and authorizes the submission of this document in support of the Village's State Aid to Libraries Grant Funding Application.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
North Palm Beach Village Council for and on behalf of North Palm Beach Public  
Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the North Palm Beach Village Council for and on behalf of North Palm Beach Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2020 - September 30, 2021;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 - September 30, 2021 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 – September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Julie Morrell  
North Palm Beach Public Library  
303 Anchorage Drive North Palm Beach Florida 33408  
Phone: 561.841.3373  
Email: jmorrell@village-npb.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2022-23 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](https://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com](https://flvendor.myfloridacfo.com). **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are

available online at <http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (<http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at [dosgrants.com](http://dosgrants.com).
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in

noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or

employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

**Grantee:**

**Department of State**

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

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

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### Audits

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

##### **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:

A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**ATTACHMENT B**  
**Fiscal Year 2022-23 State Aid to Libraries Final Grants**

**FLORIDA DEPARTMENT OF STATE**  
**DIVISION OF LIBRARY AND INFORMATION SERVICES**  
**STATE AID TO LIBRARIES GRANT APPLICATION**  
**Certification of Hours, Free Library Service and Access to Materials**

The North Palm Beach Village Council, governing body for the North Palm Beach Public Library hereby certifies that the following statements are true for the time period October 1, 2020 through June 30, 2023:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

**Signature**

---

Chair, Library Governing Body

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Date

---

Name (Typed)

Mission Statement**Exhibit “A”**

The North Palm Beach Public Library provides materials, services, and programs for community residents of all ages while focusing on personal enrichment and enjoyment and meeting educational needs. The Library has a special mission that encourages a love of reading and learning among children and their parents.

Service Levels Narrative

Library Services in North Palm Beach were first provided in 1963 by the Library Society at a room in the old Country Club. With the library growing at a rapid pace, operations were turned over to the Village in 1965. The decision to build a new library at its current location was made in 1968. A ground breaking ceremony on October 24, 1968 launched the construction of the new building. Upon completion, Mayor Tom Lewis cut the ribbon in front of the library during dedication services on October 4, 1969.

The two-story building, described as “modified Aztec,” sits behind the Village Hall, off U.S. 1, and includes a multi-purpose meeting room, a Florida book collection, a genealogy section, the local history & archives, a main reading area, a children’s library, teen area, and a computer lab.

The library is staffed with one (1) Director of Leisure Services, one (1) Library Manager, one (1) Administrative Coordinator, one (1) Librarian, one (1) Senior Library Assistant, two (2) Library Assistants, and nine (9) part-time Library Clerks for a total of 11.5 FTE. Staff provide an array of services and programs for patrons of all ages and abilities, and work hard to keep the library safe, cozy and friendly.

Services are available six (6) days a week, fifty-six (56) hours per week, and many resources such as Mango Languages, Rosetta Stone, Heritage Quest, MyHeritage, and ebooks and eaudiobooks from cloudLibrary and Overdrive are accessible 24/7 through the library’s website.

The library’s collection includes print and media items as well as a number of electronic resources available through the website. Formats include print, large print, newspapers and magazines, books on CD, DVDs, ebooks and eaudiobooks, and e-readers containing bestsellers and classics.

The computer lab provides access to twelve (12) Internet computers and offers printing (including wireless and remote), photocopying, scanning, and faxing services. Microsoft Office 2016 is installed on the computers and patrons have in-house access to Ancestry Genealogy and ABCmouse. Wi-Fi is available for free throughout the building.

The children’s department contains play areas and reading corners, soft seating, two (2) teen rooms, three (3) large screen TVs for gaming and movies, twelve (12) laptops for afterschool use, toys, games, and puzzles.

The Friends of the Library actively support the library’s many programs through fundraising activities and have been integral to the success of the library in the community since 1982. Since then, they have raised thousands of dollars for various library initiatives. In April of 2022, the Friends gifted \$30,000 to the library, a new record.

Personnel Changes

There are no personnel/title changes for Fiscal Year 2022/2023.

Current Year Accomplishments and New Initiatives

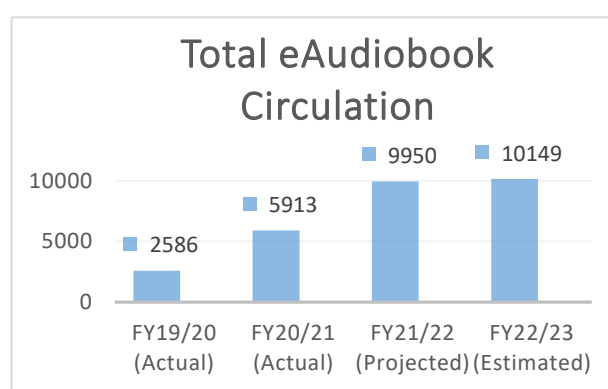
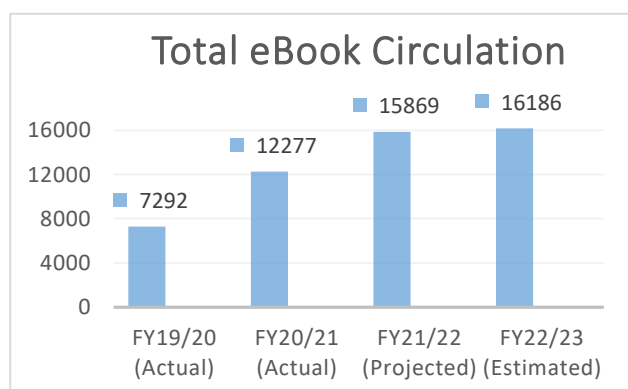
During Fiscal Year 2021/2022, the Library achieved the following new initiatives and goals for improvement:

## Youth Services

- Participated in Read for the Record by reading in-person, virtually and making a promotional video that reached 400+ kids.
- Participated in Village Tree Lighting ceremony by live-streaming event on social media.
- Partnered with Parks and Recreation to provide a socially distant Santa Claus program on Trolley Ride night for over 300 people.
- Partnered with Kiwanis to host a diaper drive in the library for Healthy Mothers, Healthy Babies organization.
- Collaborated with Parks and Recreation to provide an Easter Bunny program in April for over 300 people.
- Partnered with Parks and Recreation to implement a successful Heritage Day kickoff party and golf cart parade at Osborne Park.
- Planned and implemented the All Hallows' Eve Haunted House and Carnival in collaboration with Parks and Recreation over 3 days for \$3,500 in revenue.
- Recruited 33 teen volunteers to help with day-to-day activities throughout the school year and summer reading for a total of 713 volunteer hours.
- Planned and implemented successful virtual/in-person hybrid Summer Reading program; hosted 168 programs for 3,787 people.
- Partnered with the Palm Beach County School District to provide free lunch and snacks to 911 children 0-18 over the summer.
- Partnered with Florida State Parks to offer day passes for checkout that provide free park admission to any of Florida's 175 state parks, as part of summer reading.
- Partnered with the Junior League of the Palm Beaches, an organization of women committed to promoting voluntarism, to conduct storytime every Saturday to children.
- Created and implemented a School's-Out-for-Teens (S.O.F.T.) paid program for 32 middle schoolers in partnership with TCS and collected nearly \$10,000 in revenue.
- Started up a snack cart to sell pre-packaged snacks to children and teens after school and made over \$800 in revenue.

## Circulation

- Increased year-over-year circulation of electronic materials by 41%.
- Started circulating laptops in house for students to use afterschool.



### Adult Services

- Hosted monthly book discussions and craft programs as well as interviews with guest speakers.
- Offered salsa dancing program for 21 people with professional instructor.
- Hosted an author talk with New York Times Bestselling Author Charles Todd with over 20 people.
- Participated in Veterans Day Ceremony in November.
- Offered socially distant outdoor yoga classes every Friday in Veterans Park.
- Collaborated with AARP to offer tax help to over 400 people from February through April.
- Collaborated with Country Club and Farmer's Table to host 2 Books & Bites programs at the clubhouse for a total of 70 people with New York Times bestselling authors Kristy Woodson Harvey on October 26<sup>th</sup> and Karen White on April 12<sup>th</sup>.
- Hosted musical performance with local singer Jack Jacobs who sang classic songs for 20 people.
- Partnered with the Friends of the Library to host first ever St. Patrick's Day Bingo night for over 50 adults on March 17<sup>th</sup>.
- Partnered with Village Manager's office to host annual resident art show and award ceremony in library's meeting room.
- Hosted quilting, chess, knit and crochet, and local camera club classes.
- Planned and implemented successful in-person Summer Reading program; hosted 32 programs for 263 people.

### Collections

- Partnered with Palm Beach County Historical Society to display their traveling exhibit called "Postcards from the Palm Beaches" which showcased the wide variety of historic postcards from the Historical Society's archives and the history of postcards.
- Continued to collect and digitize photos, documents, and news articles related to North Palm Beach for inclusion into the local history and archives, for preservation and greater access.

### Public Relations

- Continued to update library website for a more consistent, unified theme and user-friendly experience.

### Facilities

- Professionally cleaned all carpets and fabric-covered chairs biannually.
- Installed new Obert Room glass doors.
- Ordered new wall and mobile floor shelving for upstairs main library.

### Technology

- Installed 3 new self-checkout machines.

### Safety & Security

- Completed Security Awareness training (All staff).
- Completed CPR and AED training (All staff).
- Completed Code Adam missing-child safety program (All staff).

### Training

- Completed mandatory Ethics training (All staff).
- Completed Mental Health First Aid (All staff).
- Completed SEFLIN's Manager's Academy 8-week course (Library Manager)

#### The Friends of the Library

- Allocated \$30,000 to the Library in support of the library's planned upstairs remodel.
- Hosted Bake-less Bake sale and Boutique fundraiser during the holidays.
- Sold beverages at Heritage Day festival for additional revenue.
- Generated over \$2,000 for annual booksale.

#### Grants

- Applied for and received State Aid to Libraries grant in the amount of \$14,481.
- Applied for and received a DLIS Florida American Rescue Plan Act (ARPA) grant in the amount of \$17,766 for self-checkout machines and desks.

#### Conferences

- Attended 2022 Florida Public Library Directors Meeting.
- Attended 2022 Florida Library Association Conference.
- Attended 2022 SEFLIN Regional Conference.

#### Goals and Objectives

In the coming year, the Library plans to achieve the following goals and objectives:

#### **Strategic Goal: Community Culture and Character**

##### Department Goal:

##### **Implement services that meet the needs of the community**

##### Objectives:

- a. Continue speaker series to complement adult programming and bring interesting subjects to life with community experts.
- b. Continue partnership with schools and daycares in the area to include library card sign up, class visits, summer reading and volunteer opportunities for teens.
- c. Continue participation in community activities such as Heritage Day Parade, Cornhole Tournament, Veterans Day Ceremony, Trolley Rides, Holiday Tree Lighting, Halloween, Hot Cars and Chili, etc.
- d. Offer more children's programming in the mornings and after school for residents to attend with their children.

#### **Strategic Goal: People and Organizational Performance**

##### Department Goal:

##### **Continuously improve the way the Library operates**

##### Objectives:

- a. Increase Friends of the Library revenues by spreading awareness of who they are and what they do for the Library.
- b. Continue updating policies and procedures.
- c. Continue recruiting teen volunteers for afterschool activities and summer reading.

**Strategic Goal: Quality of Life**Department Goal:**Make our services and collection more accessible to our patrons**Objectives:

- a. Bring more awareness of our programs and services to the community through social media and informational booths at Village sponsored events.
- b. Partner with Parks and Recreation to offer more programming throughout the Village.
- c. Visit schools and preschools to sign up children and young families for library cards.
- d. Eliminate overdue fines on adult materials to remove barriers and increase access to materials and services.

**Strategic Goal: Community Engagement**Department Goal:**Conduct Long-range Planning to Develop 5-year Plan**Objectives:

- a. Establish long-range planning committee.
- b. Conduct SWOT Analysis with staff and key stakeholders.
- c. Create and implement online survey to residents.
- d. Engage community focus groups in person.
- e. Develop 5-year action plan with goals and objectives.
- f. Submit final long-range plan to Library Advisory Board and Council for final approval by October 1, 2023.

Performance Measures

<b>Performance Measure</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Projected</b>	<b>FY 2023 Estimated</b>
E-book circulation	12,277	15,869	16,186
E-audiobook circulation	5,913	9,950	10,149
Total E-circulation	18,190	25,820	26,336
Total Print Circulation	38,118	42,071	44,174
Total AV Circulation	10,234	8,588	8,759
Total Circulation	66,522	76,480	78,009
Registered Borrowers	8,241	8,078	8,239
Purchase Suggestions	1,286	1,410	1,438
Interlibrary Loans Sent	188	177	180
Interlibrary Loans Received	184	144	146
Total No. of Programs	338	868	885
Total Program Attendance	5,979	12,291	12,536
Total Meeting Room Bookings	59	105	107
Total Computer Sessions	2,652	4,496	4,585
Ave. Lgth of a Computer Session	38 minutes	45 minutes	46 minutes

**As shown by the statistics above,** circulation of electronic materials is projected to increase 41% year over year, and print circulation is projected to increase 10%. Circulation of electronic materials grew substantially during Covid-19. That trend has continued through to today. Circulation of print materials bounced back as more and more patrons visited the library physically. With class visits from TCS starting again this Fall, we expect circulation of print materials to grow even more. We also expect a healthy increase in program attendance as well as meeting room bookings.

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

	<b>2022-23 Estimated Grants</b>		
<b>County</b>	<b>Operating Grant</b>	<b>Equalization Grant</b>	<b>Total Grant: Operating and Equalization</b>
<b>ALACHUA</b>	\$ 339,081	\$ -	\$ 339,081
<b>BAKER</b>	\$ 2,984	\$ 45,225	\$ 48,209
<b>BAY</b>	\$ 53,712	\$ -	\$ 53,712
<b>BRADFORD</b>	\$ 9,061	\$ 274,510	\$ 283,571
<b>BREVARD</b>	\$ 386,737	\$ -	\$ 386,737
<b>BROWARD</b>	\$ 1,216,875	\$ -	\$ 1,216,875
<b>CALHOUN</b>	\$ 7,014	\$ 214,575	\$ 221,589
<b>CHARLOTTE</b>	\$ 97,782	\$ -	\$ 97,782
<b>CITRUS</b>	\$ 59,446	\$ -	\$ 59,446
<b>CLAY</b>	\$ 70,843	\$ -	\$ 70,843
<b>COLLIER</b>	\$ 165,389	\$ -	\$ 165,389
<b>COLUMBIA</b>	\$ 18,685	\$ 517,166	\$ 535,851
<b>DESOTO</b>	\$ 3,740	\$ 55,874	\$ 59,614
<b>DIXIE</b>	\$ 2,559	\$ 39,059	\$ 41,618
<b>DUVAL</b>	\$ 695,858	\$ -	\$ 695,858
<b>ESCAMBIA</b>	\$ 104,534	\$ -	\$ 104,534
<b>FLAGLER</b>	\$ 24,057	\$ -	\$ 24,057
<b>FRANKLIN</b>	\$ 3,884	\$ 57,823	\$ 61,707
<b>GADSDEN</b>	\$ 9,411	\$ 283,004	\$ 292,415
<b>GILCHRIST</b>	\$ 2,714	\$ 41,247	\$ 43,961
<b>GLADES</b>	\$ 1,880	\$ 28,644	\$ 30,524
<b>GULF</b>	\$ 2,990	\$ 44,735	\$ 47,725
<b>HAMILTON</b>	\$ 8,539	\$ 258,986	\$ 267,525
<b>HARDEE</b>	\$ 2,637	\$ 39,499	\$ 42,136
<b>HENDRY</b>	\$ 9,762	\$ 144,937	\$ 154,699
<b>HERNANDO</b>	\$ 45,244	\$ 517,166	\$ 562,410
<b>HIGHLANDS</b>	\$ 13,532	\$ 190,456	\$ 203,988
<b>HILLSBOROUGH</b>	\$ 911,498	\$ -	\$ 911,498
<b>HOLMES</b>	\$ 1,665	\$ 25,451	\$ 27,116
<b>INDIAN RIVER</b>	\$ 78,223	\$ -	\$ 78,223
<b>JACKSON</b>	\$ 7,412	\$ 111,276	\$ 118,688
<b>JEFFERSON</b>	\$ 9,549	\$ 291,138	\$ 300,687
<b>LAFAYETTE</b>	\$ 1,177	\$ 18,054	\$ 19,231
<b>LAKE</b>	\$ 174,925	\$ -	\$ 174,925
<b>LEE</b>	\$ 568,965	\$ -	\$ 568,965
<b>LEON</b>	\$ 116,851	\$ -	\$ 116,851

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

<b>County</b>	<b>Operating Grant</b>	<b>Equalization Grant</b>	<b>Total Grant: Operating and Equalization</b>
<b>LEVY</b>	\$ 4,184	\$ 62,346	\$ 66,530
<b>LIBERTY</b>	\$ 2,278	\$ 69,855	\$ 72,133
<b>MADISON</b>	\$ 7,600	\$ 231,460	\$ 239,060
<b>MANATEE</b>	\$ 138,963	\$ -	\$ 138,963
<b>MARION</b>	\$ 114,574	\$ -	\$ 114,574
<b>MARTIN</b>	\$ 85,578	\$ -	\$ 85,578
<b>MIAMI-DADE</b>	\$ 1,394,290	\$ -	\$ 1,394,290
<b>MONROE</b>	\$ 47,548	\$ -	\$ 47,548
<b>NASSAU</b>	\$ 32,684	\$ -	\$ 32,684
<b>OKALOOSA</b>	\$ 79,639	\$ -	\$ 79,639
<b>OKEECHOBEE</b>	\$ 10,159	\$ 149,985	\$ 160,144
<b>ORANGE</b>	\$ 793,916	\$ -	\$ 793,916
<b>OSCEOLA</b>	\$ 155,822	\$ -	\$ 155,822
<b>PALM BEACH</b>	\$ 871,581	\$ -	\$ 871,581
<b>PASCO</b>	\$ 143,955	\$ -	\$ 143,955
<b>PINELLAS</b>	\$ 670,264	\$ -	\$ 670,264
<b>POLK</b>	\$ 242,520	\$ -	\$ 242,520
<b>PUTNAM</b>	\$ 11,286	\$ 161,392	\$ 172,678
<b>SAINT JOHNS</b>	\$ 116,534	\$ -	\$ 116,534
<b>SAINT LUCIE</b>	\$ 97,936	\$ -	\$ 97,936
<b>SANTA ROSA</b>	\$ 45,335	\$ -	\$ 45,335
<b>SARASOTA</b>	\$ 243,613	\$ -	\$ 243,613
<b>SEMINOLE</b>	\$ 132,875	\$ -	\$ 132,875
<b>SUMTER</b>	\$ 57,324	\$ -	\$ 57,324
<b>SUWANNEE</b>	\$ 25,132	\$ 517,166	\$ 542,298
<b>TAYLOR</b>	\$ 3,926	\$ 59,027	\$ 62,953
<b>UNION</b>	\$ 2,949	\$ 90,466	\$ 93,415
<b>VOLUSIA</b>	\$ 336,500	\$ -	\$ 336,500
<b>WAKULLA</b>	\$ 4,954	\$ 74,594	\$ 79,548
<b>WALTON</b>	\$ 17,387	\$ -	\$ 17,387
<b>WASHINGTON</b>	\$ 7,456	\$ 226,179	\$ 233,635

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

<b>Municipality</b>			
<b>ALTAMONTE SPRINGS</b>	\$ 8,999		\$ 8,999
<b>APALACHICOLA</b>	\$ -		\$ -
<b>BOYNTON BEACH</b>	\$ 59,724		\$ 59,724
<b>DELRAY BEACH</b>	\$ 44,394		\$ 44,394
<b>FORT MYERS BEACH</b>	\$ 17,294		\$ 17,294
<b>HIALEAH</b>	\$ 34,313		\$ 34,313
<b>INDIAN ROCKS BEACH</b>	\$ -		\$ -
<b>LAKE PARK</b>	\$ 7,827		\$ 7,827
<b>LAKE WORTH BEACH</b>	\$ 8,101		\$ 8,101
<b>LANTANA</b>	\$ 3,899		\$ 3,899
<b>MAITLAND</b>	\$ 14,166		\$ 14,166
<b>NEW PORT RICHEY</b>	\$ 17,702		\$ 17,702
<b>NORTH MIAMI</b>	\$ 21,433		\$ 21,433
<b>NORTH MIAMI BEACH</b>	\$ 22,695		\$ 22,695
<b>NORTH PALM BEACH</b>	\$ 14,397		\$ 14,397
<b>OAKLAND PARK</b>	\$ 17,227		\$ 17,227
<b>PALM SPRINGS</b>	\$ -		\$ -
<b>RIVIERA BEACH</b>	\$ 19,456		\$ 19,456
<b>SANIBEL</b>	\$ 36,905		\$ 36,905
<b>WEST PALM BEACH</b>	\$ 92,786		\$ 92,786
<b>WILTON MANORS</b>	\$ 12,268		\$ 12,268
<b>WINTER PARK</b>	\$ 49,085		\$ 49,085
<b>Subtotal</b>	<b>\$ 11,630,650</b>	<b>\$ 4,841,295</b>	<b>\$ 16,471,945</b>
<b>Multicounty</b>			
<b>HEARTLAND</b>			\$ 450,000
<b>NEW RIVER</b>			\$ 326,571
<b>NORTHWEST REGIONAL</b>			\$ 350,000
<b>PAL PUBLIC LIBRARY</b>			
<b>COOPERATIVE</b>			\$ 350,000
<b>PANHANDLE PUBLIC</b>			
<b>LIBRARY COOPERATIVE</b>			\$ 332,171
<b>SUWANNEE RIVER</b>			
<b>REGIONAL</b>			\$ 350,000
<b>THREE RIVERS REGIONAL</b>			\$ 329,486
<b>WILDERNESS COAST</b>			\$ 343,899
		<b>Total</b>	<b>\$ 2,832,127</b>
		<b>Total</b>	<b>\$ 19,304,072</b>

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE: September 8, 2022

SUBJECT: **RESOLUTION – Approval to increase the FY 2022 Blanket Purchase Order issued to Al Packer, Inc. to \$30,000**

---

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2022 blanket purchase order issued to Al Packer, Inc. to \$30,000.

The Village uses Al Packer, Inc. for parts and repairs. The Village has spent \$20,000.00 with this vendor year to date on parts and repairs. The Fleet division anticipates additional repairs will be needed before the end of fiscal year 2022. These repairs are critical to the Police department to continue providing uninterrupted services to the residents of the Village of North Palm Beach.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000:

“Blanket purchase orders in excess of \$25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of \$25,000 and up to \$50,000 shall be placed on the Consent Agenda.”

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Fleet	A5522-34610	R & M Automotive	\$30,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a FY 2022 blanket purchase order issued to Al Packer, Inc. in the total amount of \$30,000, with funds expended from Account No. A5522-34610 (Fleet – R & M Automotive), in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH AL PACKER, INC. IN THE TOTAL AMOUNT OF \$30,000 FOR PARTS AND REPAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of \$25,000; and

WHEREAS, based on current spending trends, Village Staff is requesting that the blanket purchase order issued to Al Packer, Inc. for auto parts and repairs be increased to \$30,000 for the current fiscal year; 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 issuance of a blanket purchase order to Al Packer, Inc. in the total amount of \$30,000 for Fiscal Year 2022, with funds expended from Account No. A5522-34610 (Public Works/Fleet – Repair and Maintenance).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE: September 8, 2022

SUBJECT: **RESOLUTION – Approval to increase the FY 2022 Blanket Purchase Order issued to Nextran Truck Center, Inc. to \$35,000**

---

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2022 blanket purchase order issued to Nextran Truck Center, Inc. to \$35,000.

The Village uses Nextran Truck Center, Inc. for parts and repairs. The Village has spent \$20,000.00 with this vendor year to date on parts and repairs. The Fleet division anticipates additional repairs will be needed before the end of fiscal year 2022. These repairs are critical to the Public Works department to continue providing uninterrupted services to the residents of the Village of North Palm Beach.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000:

“Blanket purchase orders in excess of \$25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of \$25,000 and up to \$50,000 shall be placed on the Consent Agenda.”

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Fleet	A5522-35218	Auto Parts Supplies	\$35,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a FY 2022 blanket purchase order issued to Nextran Truck Center in the total amount of \$35,000, with funds expended from Account No. A5522-35218 (Fleet – Auto Parts & Supplies), in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH NEXTRAN TRUCK CENTER, INC. IN THE TOTAL AMOUNT OF \$35,000 FOR PARTS AND REPAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of \$25,000; and

WHEREAS, based on current spending trends, Village Staff is requesting that the blanket purchase order issued to Nextran Truck Center, Inc. for truck parts and repairs be increased to \$35,000 for the current fiscal year; 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 issuance of a blanket purchase order to Nextran Truck Center, Inc. in the total amount of \$35,000 for Fiscal Year 2022, with funds expended from Account No. A5522-35218 (Public Works/Fleet – Auto Part & Supplies).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH  
LIBRARY ADVISORY BOARD MEETING MINUTES  
JULY 26, 2022**

**CALL TO ORDER**

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

**ROLL CALL**

Present: Julie Morrell, Library Manager

Christine DelGuzzi, Chairperson

Phyllis Wissner, Vice Chairperson

Bonnie Jenkins, Secretary

Tina Chippas, Member

Carolyn Kost, Member

Brad Avakian, Member – by phone

Leslie Metz, Member

**APPROVAL OF MINUTES**

Carolyn Kost made a motion to accept the Minutes for the July 26, 2022 meeting. Phyllis Wissner seconded the motion, which passed with a unanimous vote.

**LIBRARIAN'S REPORT**

Library Manager Julie Morrell reported the following:

- Facilities:
  - A deposit has been paid to R. George to begin the upstairs remodel. Wooden shelving has been ordered. New carpets will be ordered after the shelves are received.
- Staff:
  - There remains one open position; one staff member is on leave.
- Children's Programming
  - Four daytime story times continue each week on Tuesdays with an average of 40 parents and children attending
  - Children's craft programs average 20 weekly.
  - Partnership with TCS
    - Visits (which were stopped in March 2020) will resume when school starts in August.
    - Each student will be offered a library card application. This year the card will go home with the student for afterschool/weekend usage.
    - Teachers will get a class card and any book checked out during these visits will stay in the class room.
  - Summer Programming, *Oceans of Possibilities* is concluded:
    - Due to popularity of these programs, adult programs and offerings on Teacher workdays is being reviewed.
  - The Palm Beach County School District Free Lunch and Snacks program ends July 29.
    - NPB Library will host this program again next year, possibly adding a third day.

- Manager Morrell made a presentation regarding Dolly Parton's Imagination Library Foundation.
  - This organization mails an age appropriate book to all registered children ages 0-5 on a monthly basis.
  - A sponsor is required to fund this.
  - Only one affiliate is in Palm Beach County, in the western Glades area.
  - See new business for Board discussion.
- Teen Programming:
  - Teen volunteers were very helpful throughout the summer.
- Adult Programming:
  - Knit and Crochet continues on Mondays with 12 to 13 attendees.
  - Friday Yoga in the Park has stopped until October.
  - 12 members of the Book Club discussed *The Hotel Nantucket* by Elin Hilderbrand on July 7
  - Guest speaker with Dr. Stefan Harzen of the Taras Foundation presented a lecture on World Oceans Day, June 8<sup>th</sup>;
    - The public learned about dolphins and the conservation efforts of the Taras Foundation.
  - Great Courses Lectures continued;
    - A History of India - attended by approximately 21 patrons so far.
    - Topic concluded today (July 26).
    - Travel videos will begin in October.
- Circulation continues to increase overall

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

Regarding Dolly Parton's Imagination Library Foundation:

- Carolyn Kost expressed concern over lack of performance metrics of the organization regarding the encouragement of reading and literacy. The possible lack of sustainability of receiving a book through the mail and the encouragement of consumerism versus sharing resources.
- Bonnie Jenkins questioned the need of this service in an urban area; the rural nature of the Glades supports the efficacy of this program there.
- Other members were in agreement with both statements, but all agreed that putting a book into a child's hands is never a bad thing.
- Ms. Kost will obtain the organizations latest 501(c) annual report and bring it in next month.

#### **QUESTIONS AND ANSWERS**

None

#### **ADJOURNMENT**

Carolyn Kost motioned to adjourn the meeting. Phyllis Wissner seconded the motion and the meeting adjourned at 7:23pm.

The next meeting will be Tuesday, August 23, 2022, at 7:00pm in the Obert Room.

Respectfully submitted by Bonnie Jenkins

MINUTES OF THE INFRASTRUCTURE SURTAX OVERSIGHT COMMITTEE  
AUGUST 15, 2022

CALL TO ORDER:

Chairperson Karen Marcus called the meeting to order at 6:03 p.m.

ROLL CALL:

Present: Karen Marcus, Patty Sullivan, Cathy Graham, Beverly Robinson  
Absent: Mary Phillips  
Also Present: Chuck Huff, Acting Village Manager  
Chad Girard, Acting Director of Public Works

APPROVAL OF MINUTES:

A motion to approve the Minutes of the last meeting held on October 5, 2021 was made by Cathy Graham and seconded by Patty Sullivan, which passed unanimously.

DISCUSSION TOPICS:

Chad Girard discussed the six projects described on the FY2023 Capital Outlay Spreadsheet to be funded with surtax funds for a grand total of \$1,292,000.

ACTION TOPICS:

Chairperson Marcus called for a Motion. Beverly Robinson made a motion to allocate the funds outlined for the Infrastructure Surtax on the FY2023 Capital Outlay Spreadsheet for the uses described therein. The Motion was seconded by Patty Sullivan. All voted and approved unanimously.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:25 p.m.

Minutes submitted by Cathy Graham, Secretary  
August 16, 2022

**VILLAGE OF NORTH PALM BEACH  
FIRE RESCUE DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: September 8, 2022

SUBJECT: **RESOLUTION – Approving the purchase of one (1) 2024 Freightliner M2 4-Door Cab with PL Custom Titan Medium Duty Ambulance Module from South Florida Emergency Vehicles, LLC at a total cost of \$619,728.75 and the surplus of one (1) 2016 Freightliner/AEV Ambulance.**

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Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of one (1) 2024 Freightliner M2 4-Door Cab with PL Custom Titan Medium Duty Ambulance Module from South Florida Emergency Vehicles, LLC and the surplus of one (1) 2016 Freightliner/AEV Ambulance.

**Background:**

Rescue Vehicle #394 is a 2016 model with 57,684 miles. The vehicle has required extensive maintenance to remain in service; consequently, it has reached the end of its cost-effective service life. It is budgeted to be replaced in Fiscal Year 2023; however, due to the shortage of chassis, it is necessary to order the vehicle at this time to put us in the queue for chassis assignment in 2023 with expected delivery in 2024.

**Purchasing:**

This vehicle will be purchased through South Florida Emergency Vehicles, LLC utilizing pricing established in an existing Sourcewell Contract (RFP #110921 – Ambulances and Emergency Medical Services Vehicles), Product ID# PCL16. The total price is \$619,728.75.

**Funding:**

This purchase can be funded utilizing existing American Rescue Plan Act (ARPA) funds.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	\$619,728.75

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) 2024 Freightliner M2 4-Door Cab with PL Custom Titan Medium Duty Ambulance Module utilizing pricing established in and existing Sourcewell Contract (RFP #110921 – Ambulance and Emergency Medical Services Vehicles) at a total cost not to exceed \$619,728.75, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive), authorizing the Interim Village Manager to execute the necessary Purchase Agreement and related documents and declaring one (1) 2016 Freightliner/AEV ambulance Rescue #394 (VIN: 1FVACWDT1HHJC9199) as surplus and authorizing its disposal following delivery and acceptance of the replacement unit in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 FREIGHTLINER M2 4-DOOR CAB WITH PL CUSTOM MEDIUM DUTY AMBULANCE MODULE FROM SOUTH FLORIDA EMERGENCY VEHICLES, LLC PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR AMBULANCES AND EMERGENCY MEDICAL SERVICES VEHICLES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE PURCHASE AGREEMENT AND ALL REQUIRED DOCUMENTS; DECLARING AN EXISTING 2016 FREIGHTLINER/AEV AMBULANCE AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department is requesting the purchase of one ambulance utilizing American Rescue Plan Act (“ARPA”) funds; and

WHEREAS, Village Staff recommends the purchase of one 2024 Freightliner M2 4-Door Cab with PL Custom Titan Medium Duty Ambulance Module equipped in accordance with Village specifications pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (RFP #110921 – Ambulances and Emergency Medical Services Vehicles); and

WHEREAS, the Village Council wishes to declare one existing ambulance as surplus property and authorize its disposal; 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 purchase of one 2024 Freightliner M2 4-Door Cab with PL Custom Titan Medium Duty Ambulance Module equipped in accordance with Village specifications pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (RFP #110921 – Ambulances and Emergency Medical Services Vehicles). The total amount of expended for this purchase shall not exceed \$619,728.75, with funds expended from Account No. Q5541-66410 (ARPA Funds – Automotive). The Village Council further authorizes the Interim Village Manager to execute the Purchase Agreement and all required documents.

Section 3. The Village Council hereby declares the following ambulance as surplus property and authorizes its disposal once the replacement unit is delivered and accepted:

2016 Freightliner/AEV Ambulance (Rescue #394) VIN: 1FVACWDT1HHJC9199

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



**Solicitation Number: RFP #110921**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Ave., Manasquan, NJ 08736 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell in the amount specified in the table below, based on the number of units in each order by Participating Entities under this Contract, as the administrative fee during each calendar quarter.

Order Size	Administrative Fee
5 units or fewer	\$1,000.00 USD
6 - 10 units	\$2,000.00 USD
11 - 15 units	\$3,000.00 USD
16 units or more	\$4,000.00 USD

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

## A. INTELLECTUAL PROPERTY

### 1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

### 3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer’s Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for Products-Completed operations  
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

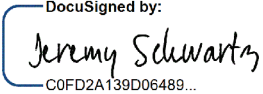
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

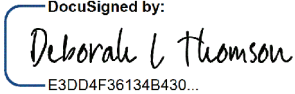
## 22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

P.L. Custom Body and Equipment Co., Inc.

By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/24/2022 | 3:00 PM CST  
Date: \_\_\_\_\_

By:   
E3DD4F36134B430...  
Deborah L. Thomson  
Title: President  
3/1/2022 | 10:56 AM PST  
Date: \_\_\_\_\_

Approved:

By:   
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
3/1/2022 | 12:58 PM CST  
Date: \_\_\_\_\_

# RFP 110921 - Ambulance and Emergency Medical Service Vehicles

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## Vendor Details

Company Name:	P.L. Custom Body and Equipment Co., Inc.
Does your company conduct business under any other name? If yes, please state:	PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)
Address:	2201 Atlantic Avenue Manasquan, NJ 08736
Contact:	Chad Newsome
Email:	cnewsome@plcustom.com
Phone:	732-223-1411 149
Fax:	732-223-8456
HST#:	41-1310360

## Submission Details

Created On:	Tuesday October 12, 2021 10:18:16
Submitted On:	Friday November 05, 2021 15:54:06
Submitted By:	Deb Thomson
Email:	debthomson@plcustom.com
Transaction #:	4f52d12b-d5ba-470c-aad4-957fe47cb4ed
Submitter's IP Address:	96.56.20.251

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.
4	Proposer Physical Address:	2201 Atlantic Ave, Manasquan, NJ 08736
5	Proposer website address (or addresses):	www.plcustom.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. 2021 marks our 75th anniversary! The business was purchased by the Smock Family in 1970 and is operating under the same management today.</p> <p>P.L. Custom Body and Equipment Co., Inc, DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type III, and Medium Duty ambulances. As our name symbolizes, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us for 20, 30, and over 40 years! This longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and to our customers.</p> <p>Central to our core values is a dedication to design and the manufacturing of reliable, durable, and serviceable vehicles customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.</p>

10	What are your company's expectations in the event of an award?	In the event of an award by Sourcwell for our Emergency Vehicles, we would expect to achieve an increase in sales and deliveries. As we saw on our last awarded contract, the growing acceptance and desire for cooperative bids, and in particular the Sourcwell program, has opened new avenues to expand our product reach. The Sourcwell Members consistently point out the ease of working with this specific cooperative purchasing program. If awarded, we see a continuation and expansion of being able to assist those members in acquiring products from PLCB.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>PL Custom Body &amp; Equipment Co had annual revenue of \$25,765,555.00 in 2020. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service and parts sales. Our financial statements for 2020/2019 are included in our submission.</p> <p>We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000.000 total. We also have a relationship with Ford Motor Credit and a chassis line of \$3,500,000. Our approved interest rate for both of these lines is below prime.</p> <p>Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of &lt;1%.</p>	*
12	What is your US market share for the solutions that you are proposing?	Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.	*
13	What is your Canadian market share for the solutions that you are proposing?	We currently do not market our ambulance vehicles in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances and emergency vehicles.</p> <p>Answering b) PL Custom Emergency Vehicles is a manufacturer of custom emergency vehicles with sales distribution thru a network of independently owned and operated Sales and Service Dealers in 29 states outside of New Jersey. These individuals would be considered employees of a third party.</p> <p>Our Dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective area of responsibility, performance expectations, and service requirements. Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales and service techs are employees of PLCB.</p>	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, NTEA/AMD/MVP, and CAAS.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	NTEA/MVP Qualified Company Ford QVM approval rating at 98.5% NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.	*
19	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicles sales are to government / municipal customers; local/city fire/ems departments, large county fire/ems departments. 10% of our vehicle sales are to hospital based ems services.	*
20	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston Galveston Area Cooperative (HGAC) \$5,000,000 avg per year for the past 3 years Pennsylvania Co-Stars – maintained by Pennsylvania Dealer FCAM - Maintained by Massachusetts Dealer Florida Sheriffs – Maintained by Florida Dealer Sourcewell for ambulances and rescue vehicles – over \$5,000,000 in 2021 and continuing to grow	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA Contract	*

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Clinton Rescue Squad PO Box 5265 Clinton, NJ 08809 Member # 98207	Frank Setnicky, Chief	908.735.4012	*
City of Novi 45175 W. 10 Mile Road Novi, MI 48375 Member # 26244	Michael Rhatigan Fleet Asset Manager City of Novi	248.567.0395	*
City of Elkhart 2421 17th Street Elkhart, IN 46517 Member # 27713	Shaun Edgerton, Chief Kristi Sommer, Asst. Chief Elkhart Fire Department	574.293.8931	*

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chesterfield County Fire & EMS	Government	Virginia - VA	International Medium Duty Ambulances	12 Units	3,600,000.00	*
Montgomery County Fire	Government	Maryland - MD	Freightliner Medium Duty Ambulances Spartan Heavy Rescue Units	16 ambulances 3 Heavy Rescue	8,600,000.00	*
Spring Hill Community Ambulance Corp	Government	New York - NY	Type I, Type III and remount vehicles	6 units	1,500,000.00	*
Wheaton Volunteer Rescue Squad	Government	Maryland - MD	Freightliner Medium Duty Ambulances Conversion vehicles	3 ambulances 3 conversion vehicles	1,110,000.00	*
Boca Raton Fire Dept	Government	Florida - FL	Freightliner Medium Duty Ambulances	3 Ambulances	1,350,000.00	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	PLCB currently has a sales force in the field of 84 sales representatives.	*
26	Dealer network or other distribution methods.	Our dealer network is comprised of 20 dealerships in 30 states and the District of Columbia. The states that have direct dealer coverage are Alabama, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, West Virginia, Wisconsin. In states that we do not have dealer coverage, members may purchase factory direct.	*
27	Service force.	All of our dealers offer full service through their own dealerships, not through subcontractors, in their respective areas of responsibility. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service vendor for warranty support of the product. All sales and service territories are clearly defined with no overlapping areas.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough proposal process, including detailed specifications, pricing, and drawings. We maintain a log for each of these projects assigned to each dealer. When a Sourcwell customer inquiry is received, the customer information would be documented and forwarded to the dealer in the particular area of responsibility. The dealer / sales representative would contact the customer directly. We at PL Custom Emergency Vehicles would support the dealer with the proper proposal format and pricing for the Sourcwell contract.</p> <p>While most contracts are directly between the customer and the dealer, in the event of a factory direct sale, the factory will handle all of the contract paperwork.</p> <p>Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time it will also be coded as a Sourcwell contract.</p> <p>If the contract is to be Sourcwell, we would document the details of the project and submit the information to Sourcwell on a quarterly base as required. PL Custom Emergency Vehicles would remit the fee to Sourcwell on behalf of the customer and the dealer at time of delivery.</p>	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In locations where PLCB has dealer representation (as noted above in 26), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hour's points of contact, e-mail and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as twenty-four service support. In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24 hour phone, e-mail, and social media (Facebook) access.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 25, 26, and 27, PL Emergency Vehicles looks forward to building on the successes of our first Sourcewell contract. We want to be the premier supplier for Sourcewell members looking for exceptional quality emergency vehicles.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulance, we are not currently looking to expand into that marketplace.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted in question 26, we have sales and service dealerships in 30 states and the District of Columbia. In those areas not covered by a dealer, we can sell factory direct to the members and then partner with either the member's own fleet service department or an independent service vendor for warranty support of the product.  As noted in question 31, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entities that we would exclude from servicing.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving Hawaii, Alaska, or in the US territories, we would treat any sales opportunities as a factory direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost for this service would be itemized out to the Member and billed out as a separate part of the final invoicing.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If we are awarded the Sourcewell contract, we will have new training programs for our dealers - as we did previously with the first contract - to promote Sourcewell and educate our dealers on the benefits, use, and procedures associated with proper utilization of this contract. We will distribute printed and electronic supporting documents for our dealers to distribute and promote with their customer base, as well as promoting our involvement in the contract with Sourcewell Members directly.</p> <p>In addition, PLCB will use our website, Facebook page, e-mail campaigns, and print advertising to promote our continued participation with Sourcewell. At the over 50 trade shows PLCB products are displayed at, we will have signage and information available promoting our status as an awarded vendor with Sourcewell.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PLCB has two websites for our different product lines, PL Custom Emergency Vehicles - <a href="http://www.plcustom.com">www.plcustom.com</a> and Rescue 1 - <a href="http://www.rescue1mfg.com">www.rescue1mfg.com</a>. We also maintain Facebook pages for each product line. Our total likes for both pages is approaching 18,000 and our reach is even higher. Our websites and Facebook pages all have direct links to Sourcewell.</p> <p>We routinely post on our Facebook pages about the value of becoming a Sourcewell Member.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts arising out of this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites - both for Members and vendors - is filled with helpful content. The area that seems to need increased activity is participating in more trade shows in the Fire / EMS industry. We were happy to see Sourcewell attending the FDIC Conference in Indianapolis. A recommendation would be to also attend both the EMS World Expo and EMS Today conferences.</p> <p>In terms of our integration of our Sourcewell-awarded contract into our sales process, it is promoted by our dealers in three levels:</p> <p>First level - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a Member.</p> <p>Second level - If the customer is a Sourcewell Member, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, they bring along information on becoming a member.</p> <p>Third Level - If the customer is not a member, but they are funded by their municipality, the dealers take the same steps as the prior two levels. In some cases, we may enlist the assistance of Sourcewell in promoting the contract to the purchasing municipal government. This was done successfully with Raritan Township, NJ previously.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	PLCB does not have an e-procurement system.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sales training offered multiple times during the year at PLCB, as well as at the dealer locations.</p> <p>Service training to dealers is offered to both dealers and customers multiple times per year at PLCB and also at dealer / customer location. Hard copy and electronic training manuals are provided to all attendees.</p> <p>Customer specific tours of our facility and meetings with upper management and engineering.</p> <p>Pre-construction meetings with customers are held either here at PLCB or virtually via Zoom prior to final approval packages submitted for customer sign-off. This meeting is chaired by the specific engineer / project manager for the vehicle.</p> <p>All of the above are provided to our customers and dealers at no charge.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>Vehicle enhancements using new technology: VMUX Multiplexed Electrical systems with integrated diagnostics for vehicle condition</p> <p>Idle reduction/mitigation systems to support on scene load demands</p> <p>UV lighting upgrades in Climate control system for air sanitation</p> <p>UV lighting system for surface disinfection</p> <p>AeroClave, MEDS disinfecting topical spray systems</p> <p>360 degree, rear view, patient compartment and exterior blind spot cameras with monitor in cab</p> <p>Electrical load management with cab mounted indicators and potential load shed when draw exceeds output.</p> <p>Anti-theft devices to secure vehicle when left unattended.</p> <p>Dash Cam DVR for recording vehicle activity and GPS.</p> <p>Seat Belt monitoring systems for cab and patient area.</p> <p>Narcotics lockers with Biometrics, PIN and proximity cards to control and document access.</p> <p>Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials.</p> <p>Climate controlled cabinets to monitor for temperature sensitive drugs and saline.</p> <p>On board vehicle WIFI and wireless routers for telecommunication</p> <p>Engineering/Technology: Quote Writer for sales quoting</p> <p>Solid Works for 3D modeling and design</p> <p>Drive Works for 3D modeling and drawing configuration</p> <p>Solid Works EPDM for storage of engineering data</p> <p>Solid Works Electrical for electrical design and schematics</p> <p>OMAX Precision WaterJet System for metals processing</p> <p>Safran e-Brake for metals processing</p> <p>Radan software for water jet and e-brake</p> <p>Sage MAS 200 ERP for accounting and inventory</p> <p>Ford IDS Integrated Diagnostic System for vehicle diagnostics/</p> <p>Ford NGS New Generation Star Tester for diagnostics</p> <p>John Bean Front End Alignment</p> <p>In house paint mixing systems for Akzo Nobel Sikkens</p> <p>Thermwood CNC Router for Cabinet shop</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We offer solar panel technology to support the charging or recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers etc. are still needed to be active.</p> <p>We offer Idle reduction technology for those customers that need to remain on the scene of an incident and want to turn the engine off to reduce emissions into the air.</p> <p>Internally at the company, we maintain recycling of paper, aluminum and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood and cardboard is recycled thru services specific to recycling.</p> <p>We have embraced the remote work environment and continue this program post the pandemic requirements. This reduces commutation fuel consumption and energy/utility usage here in the office/plant.</p>

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any current third party eco-labels/certifications.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PL Custom Body and Equipment Co., Inc. is a woman owned company. Jean S Smock and Deborah Smock Thomson maintain current ownership and management.  Key management positions are held by women: Nancy Buhagiar VP of Operations and Finance Kim Blanco HR Manager Patricia Hill Marketing Manager Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	P.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles with a hands-on approach to our customers. Accessibility to and involvement with upper management is a component of every customer relationship that we maintain. We answer to our customers and employees, not a board of directors. This offers added value to our customers and to Sourcewell Members. The experienced solutions our people offer result in a better understanding of our customers' needs and a strong repeat customer base.	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows:  3 year, 36,000 mile General Conversion Lifetime Structural Integrity Lifetime, 100,000 mile Electrical 10 year Paint 5 Year Paint Corrosion	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty timeframe.  Components that are manufactured by other are covered by their representative warranties. We facilitate warranty coverage for our Dealers and Customers in these incidents.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All states currently serviced by our Dealer Network are fully covered for all warranty needs. In the areas where we may not have a Dealer, we coordinate with a local chassis dealer as well as an emergency vehicle facility to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty facility when they have the ability to do so. We offer service training at our location and also at the customers/service center location to support this opportunity.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Some items that are manufactured by others are covered in both our 3 year general conversion and lifetime electrical warranties. Other items are covered by the respective manufacturer's warranty – some of which are for longer periods of time.  We facilitate warranty coverage for our Dealers and Customers in these incidents.  We have several lighting brands that offer 5 year and lifetime warranties on their products. All of which are extended to the end user customer.	*

50	What are your proposed exchange and return programs and policies?	<p>Warranty Reimbursement procedure: The Dealer Service Center is contacted by the customer in the event of a warranty repair need. The Dealer contacts PL Custom (mfg.) for warranty authorization and diagnostic assistance for the reported issue.</p> <p>Warranty Pre-Approval Authorization: All warranty claims require a pre-approved Warranty Authorization Number. This pre-approval process is required to first, inform PL Custom/Rescue 1 of a warranty problem, but second and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number.</p> <p>Warranty Parts: If warranty parts are required and authorized, PL Custom/Rescue 1 will ship in stock replacement parts the day the request is made, provided the part is ordered before 2:00 p.m.. Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the same day they arrive to PL Custom/Rescue 1.</p> <p>Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PL Custom/Rescue 1 within 30 days of the parts being shipped to be processed for credit.</p>	*
51	Describe any service contract options for the items included in your proposal.	<p>Preventative maintenance contracts are offered to our customers for annual inspections and chassis maintenance needs such as oil changes, fluid checks, transmission service and battery load testing for optimal performance.</p> <p>PL Custom is a Ford Authorized Warranty Center providing bumper to bumper support for our customers with the Ford Chassis.</p> <p>Several of our Dealers also provide Freightliner and International Chassis warranty to their customers allowing for minimal downtime when the vehicle is out of service for repair.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a per case basis.</p> <p>Discounts are offered for progress payments to the contract.</p> <p>We allow for check payments and wire transfer payments for completed vehicles.</p>	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	PL Custom does not offer in house leasing. We work closely with several municipal leasing companies and connect the customer directly to them for the opportunity. Recent Sourcwell networking events have opened up other opportunities in this area as well.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our Order Form is the first indication into the factory that this particular order will be a Sourcwell Member order (see upload). We also have a Sourcwell sales reporting form that is used for our quarterly reports to Sourcwell (see upload).	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do offer this for smaller purchases for parts and service.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
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56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Detailed price lists for all base vehicles and associated options have been included in our proposal.  The pricing reflects an MSRP for the vehicles and options and a 5% discount for Sourcewell contract pricing.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing as submitted to Sourcewell is discounted from MSRP and is offered with a 5% discount on base vehicles and options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	We offer multiple vehicle discounts for two or more vehicles ordered at the same time with the same spec and concurrent production. Discount is offered at \$1,500.00 per vehicle when greater than two.  Discounts are also offered for progress payment opportunities.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply some items we would consider to be "pass thru" to the customer such as; patient loading stretchers, communication radios, exterior graphics/lettering and chassis options.  We also provide for the installation of customer supplied equipment such as patient loading stretchers, communication radios, small tools, hand lights, and miscellaneous equipment items.  Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The selling and service Dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle.  Assistance with State specific EMS and licensing inspections and motor vehicle registration processing's are offered by our Dealers as a convenience to the customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after a final inspection here at the factory. The vehicle is normally picked up by the Dealer/salesperson, taken to their business location for any necessary state inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer.  PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during the pandemic lockdowns and has continued for some as a convenience to the customer.  Our location in New Jersey allows for many options for our customers. We are close enough for an easy drive and centrally located for transport companies.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska or Hawaii. Transportation if needed into Canada would be coordinated by our Dealer Representative and they would coordinate all border transport and customs requirements.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a greater distance from NJ and will arrange for a customer final inspection here at the plant, followed up by a transport company pick up of the completed ambulance. Our location in the tri-state area affords easy transportation to our location for the Dealer and the Customer. The vehicle transport is quoted specifically for each unit based on size and destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming order form. The pricing for the sale would then be reviewed, validated, and approved by the national sales manager. It would then be entered into our Access database. The data is also recorded into a tracking Excel spread sheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The reporting form to Sourcewell notes the following information:</p> <ol style="list-style-type: none"><li>1. Member Name</li><li>2. Agency Under Member (ie. Fire Department of the Town that is the Member)</li><li>3. Member address</li><li>4. Member ID#</li><li>5. Contract number</li><li>6. Product ID</li><li>7. Date of contract</li><li>8. Projected month of delivery</li><li>9. Actual delivery date</li><li>10. Fee mount for Sourcewell</li><li>11. Contract price</li><li>12. Date of payment made to Sourcewell</li><li>13. Check #</li><li>14. Selling dealer</li></ol> <p>Internally, we also track if the dealer was invoiced for the Sourcewell fee and whether we have received that fee.</p>	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PLCB will propose a \$ 1,000.00 per order administrative fee for Sourcewell. As noted, this will be included in the price as offered.	*

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. Utilizing the Ford, RAM, Chevrolet, Freightliner, International, and Kenworth chassis platforms, the actual choice of chassis is based on customer preference and needs.</p> <p>We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out with mileage or other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our vehicles are designed with this opportunity in mind.</p> <p>Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our RFP offering has twenty-eight different products to offer to the Sourcewell Members. They are broken into three different groups:</p> <p>Ambulances - Seventeen different choices for Members, with a wide variety of chassis platforms and module sizes.</p> <p>Ambulance Body Remounts - Five different choices for Members, with a wide variety of chassis platforms.</p> <p>Conversion Vehicles - Six different choices for Members based upon various chassis platforms.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Type I, II, III, and IV ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	PLCB is offering Type I, Type III, and Medium Duty ambulances. We do not manufacture Type II ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
71	Emergency medical transportation vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
72	Vehicles used in the delivery of pre-hospital and out of hospital care	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
73	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	A listing of all optional items will be uploaded in the documents section.
74	Installation, customization, refurbishment, inspection, repair and maintenance, and training and support services related to solutions described in Lines 70-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to training and support as noted in question 39, our uploaded options list covers many of the customization options offered to Members.

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	Detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are five different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.
77	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	PLCB maintains certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA, and OSHA. We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, FAMA, NJBIA, NTEA/AMD/MVP, and CAAS.
78	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

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- [Pricing](#) - PLCB Base and Optional Pricing.zip - Friday November 05, 2021 15:50:10
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday November 05, 2021 15:52:26
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Thursday November 04, 2021 08:37:50
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Thursday November 04, 2021 08:43:34
- [Warranty Information](#) - Warranty Information.zip - Thursday November 04, 2021 08:44:01
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 2021 08:44:23
- [Upload Additional Document](#) - Product Reference Guide, Ambulance quotes and drawings, remount quotes, and conversion quotes.zip - Thursday November 04, 2021 08:44:49

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah Thomson, President, P.L. Custom Body and Equipment Co., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue November 2 2021 06:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue October 26 2021 07:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Ambulance_EMS_Vehicles_RFP_1109021</b> Thu October 14 2021 04:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue October 12 2021 08:14 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Ambulance_EMS_Vehicles_RFP_1109021</b> Mon October 4 2021 09:44 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Ambulance_EMS_Vehicles_RFP_1109021</b> Thu September 30 2021 11:08 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Ambulance_EMS_Vehicles_RFP_1109021</b> Tue September 28 2021 07:41 AM	<input checked="" type="checkbox"/>	1



Driven to be the best  
Since 1946

Chief Scott Freseman  
North Palm Beach Fire Rescue  
560 US Hwy 1  
North Palm Beach, FL 33408

DATE: 8/15/2022

Thank you for considering South Florida Emergency Vehicles and PL Custom Emergency Vehicles as your next rescue provider. We are pleased to provide the following proposal.

QUANTITY	PRODUCT DESCRIPTION	PRICE
1	<p>2024 PL Custom TITAN Type I Medium Duty Ambulance built on a 2024 Freightliner M2 Crew Cab chassis - 176" Length Module 75" Headroom - per attached specifications and drawings.</p> <p>* Base pricing is per Sourcewell Contract # <b>110921-PLC</b> Product ID# PCL16</p> <p>* PL Custom or SFEV will supply/install fire department's graphics/Chevron</p> <p>* SFEV will remove Stryker Powerload Cot System from current North Palm Beach Fire Rescue vehicle and re-install in new ambulance</p> <p>* Travel expenses included for pre-build meeting and final inspection at PL Custom factory for 4 department personnel.</p> <p>* Includes SFEV installation of 3 customer supplied radios and 1 computer mount</p> <p><b>Pricing includes Dealer supplied/installed items (see attached list on Page 4) *</b></p> <p><b>Vehicle Delivery:</b> 365 days after receipt of chassis</p> <p><b>***SEE PRICING TERMS ON PAGE 2</b></p> <p style="text-align: right;"><b>TOTAL PRICE</b></p>	<p>\$495,783.00** ea.</p> <p><b>\$495,783.00** ea.</b></p>

*Kevin Burke*

Kevin Burke  
Ambulance / SFEV Brushtruck Sales  
Mobile – (239) 331-6059  
[kburke@sflev.com](mailto:kburke@sflev.com)

### **\*\*\*PL Custom / SFEV Pricing Terms**

#### **Quotation Pricing**

Due to the uncertainty of commercial chassis pricing and availability, the original price in the quote cannot be guaranteed. To address these pricing concerns, **this quote will remain valid for one year** and will be subject to a one-time price adjustment of the total vehicle price once the manufacturer receives a VIN verification and build date of the commercial chassis.

Once the manufacturer receives that VIN verification and build date of the commercial chassis, the quote will be repriced to include the updated chassis and patient module cost and will also include any price increase of raw materials and/or outside vendor pricing at that time. **A MGRP (Maximum Guaranteed Retail Price) for this quote will not exceed 25% (\$123,945.75 per vehicle) of the original quoted price \$495,783.00\*\*.**

Original Price per Vehicle - **\$495,783.00\*\* + 25% (\$123,945.75) = \$619,728.75**

Maximum **Guaranteed** Retail Price per Vehicle - **\$619,728.75**

If a year passes from the date of this proposal and no VIN verification and build date is available from the chassis manufacturer, the proposal will be re-priced with current vendor pricing and that new price will be subject to an additional **MGRP Increase, not to exceed 25% (Calculated at time of re-pricing).** **This new price will remain valid for one year.**

**The purchaser can cancel the contract without penalty within 15 days after receiving a newly updated price quote.**

**ITEMS AND/OR REVISIONS INCLUDED IN ORIGINAL PRICE NOT SHOWN IN SPEC OR  
DRAWINGS**

Due to time constraints, PL Custom was not able to update the spec and drawings with all the items and revisions requested. These items are included in the price and are listed below.

1. Secondary Proair AC system mounted in front right upper cabinet of patient module.  
Separate system from the primary system with its own compressor and condenser. AC only, no heat 12-volt system. Cooling is 38,000 BTU for a combined cooling (w primary system) of 76,000 BTU in patient module. Thermostat, power, and 3 level fan control in LSS console.
2. Installation of V-Mux electrical system per current North Palm rescue spec
3. Re-configuration of all necessary exterior/interior compartment sizes to match current North Palm Rescue spec.
4. All necessary revisions and/or additions to exterior warning lighting required to match current North Palm rescue spec.

**\*PRICE INCLUDES THE FOLLOWING DEALER SUPPLIED AND/OR INSTALLED ITEMS**

1. MSA altair 5x gas detector with vehicle mount and charging cable and installation
2. Flir K65 with vehicle cradle extra battery (4.4Ah) in truck charger, retractable lanyard (T130980ACC) and installation
3. Lonestar edition 32" PIG axe in Black
4. Bins for cabinets (same as last order- include dividers)
5. 2 Yellow backboards
6. 2 Combi-carrier II Scoop stretcher
7. True north L2 and L3 RIT bag (1 ea)
8. 3 Streamlight Vulcan 180 HAZ-Lo (yellow) w/ quick release strap charging rack, appropriate cable and installation
9. 3 Knucklehead Haz-Lo spot with vehicle mounts, charging cable, installation
10. Sscor portable suction with mount, appropriate charging cable, installation
11. KED (SPED II)
12. Padded splints (assorted sizes)
13. 2 Ferno pedi mate (or similar easy to use)
14. 2 Ferno neo mate
15. 2 Ferno kangoo Fix
16. Ferno Vacuum splint kit AS-190 (with bag)
17. SAGER splint
18. Stryker stair chair (stair-pro #6252) (NOT battery powered)
19. Cardiac monitor mount (either stretcher or action area)

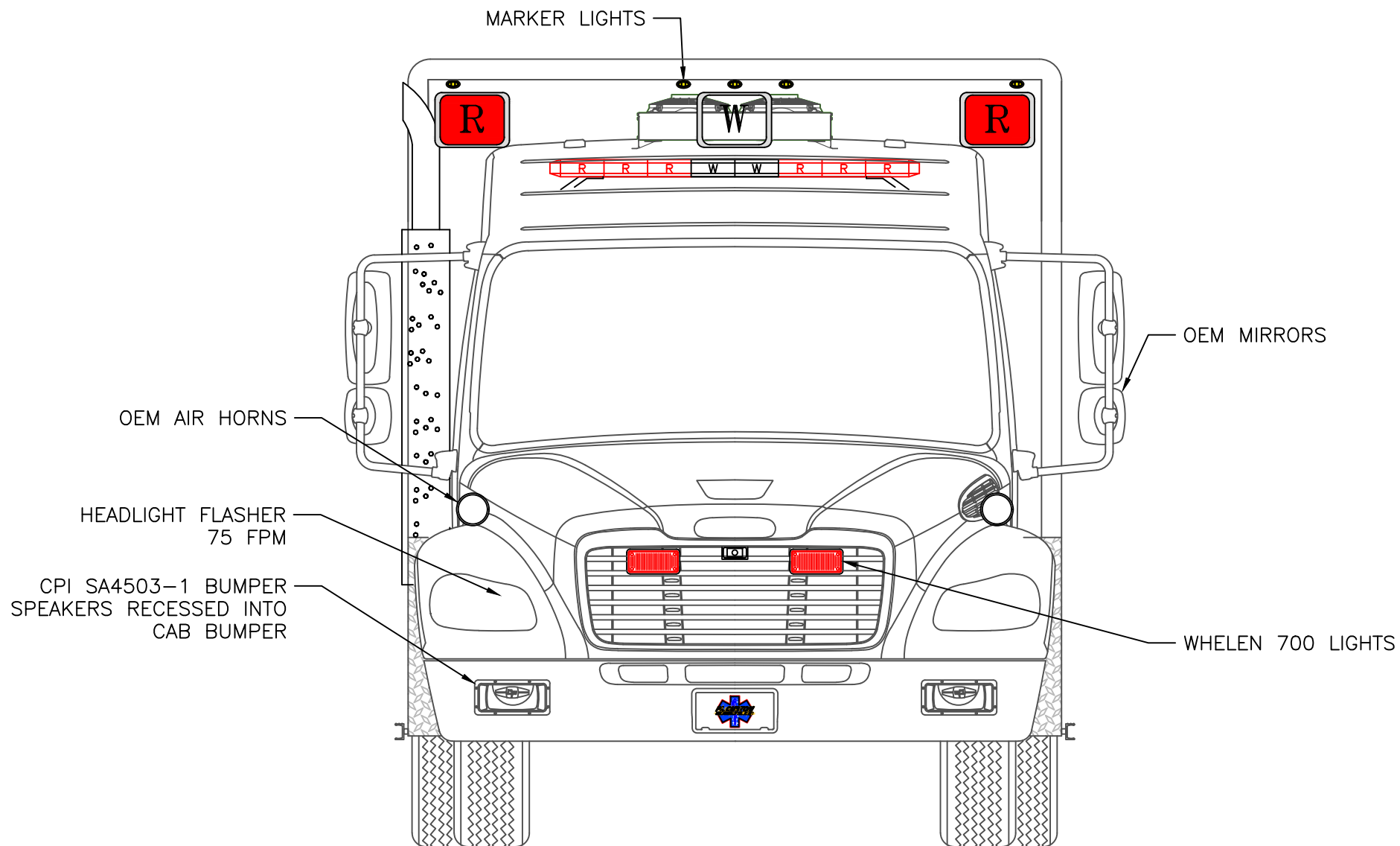
CUSTOM DESIGNED FOR  
**NORTH PALM BEACH**  
**FIRE RESCUE**  
BY  
P.L. CUSTOM  
EMERGENCY VEHICLES

- A6020

PAGE 1



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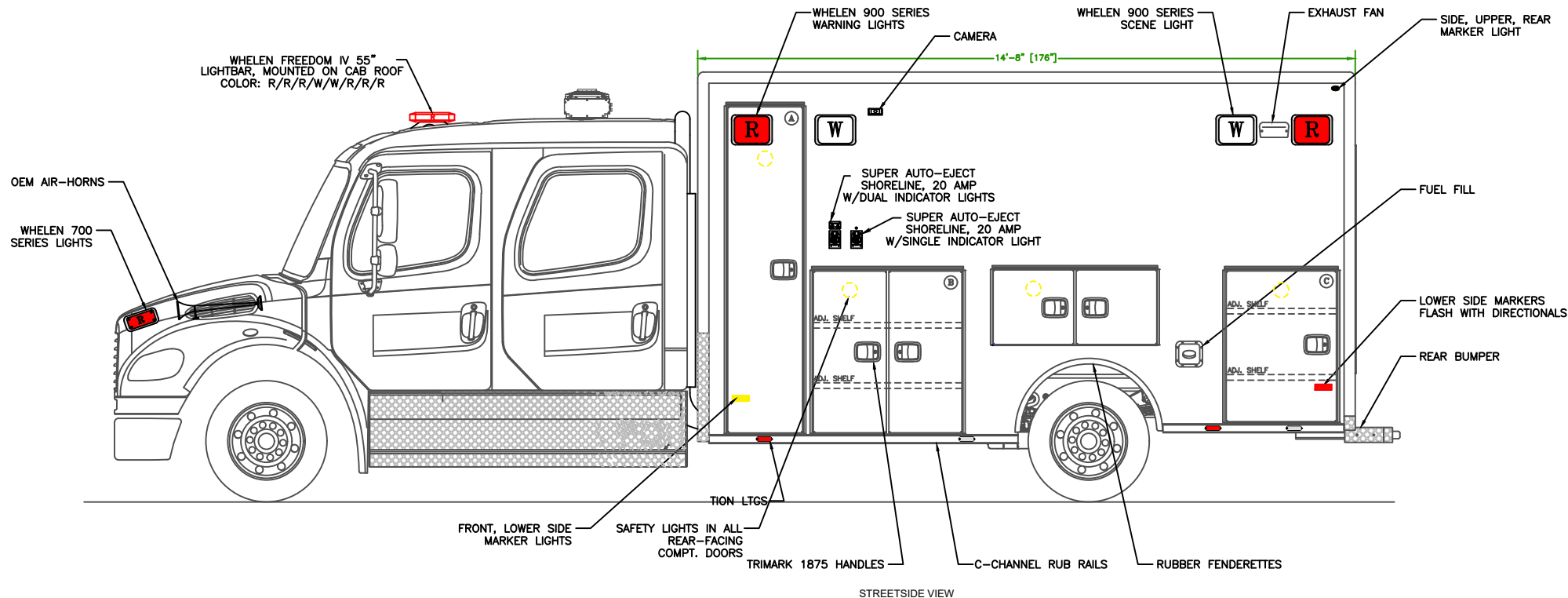
# **EXTERIOR DIMENSIONS**

HEIGHT 129" (+/-2)  
LENGTH 176"  
WIDTH 99"

FRONT VIEW



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OPENING DESCRIPTIONS				
ALL DIMENSIONS APPROXIMATE				
	WIDTH	HEIGHT	DEPTH	PURPOSE
(A)	20	86	21 3/4	OXYGEN STORAGE
(B)	40	42	21 3/4	EXTERIOR STORAGE
(C)	30 1/2	39	21 3/4	####

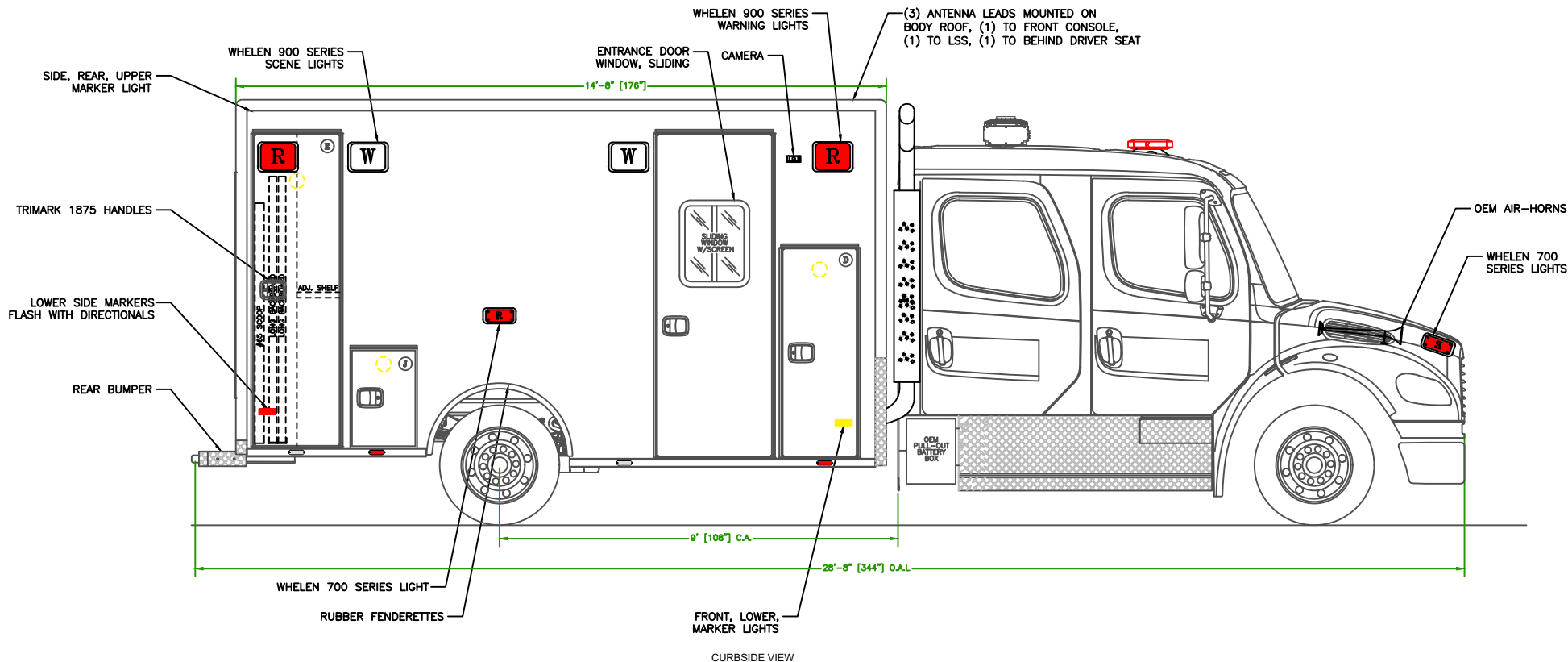
**EXTERIOR  
DIMENSIONS**  
 HEIGHT 129" (+/-2)  
 LENGTH 176"  
 WIDTH 99"

**NOTES:**

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- 3.) EXTERIOR COMPARTMENT DIMENSIONS REFLECT WALL TO WALL MEASUREMENTS. PASS THROUGH OPENINGS WILL BE SMALLER.
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OPENING DESCRIPTIONS				
ALL DIMENSIONS APPROXIMATE				
	WIDTH	HEIGHT	DEPTH	PURPOSE
(D)	20	55	33" ABOVE FLOOR 20" BELOW FLOOR	INTERIOR/EXTERIOR ACCESS STORAGE
(E)	24 1/2	83	21 1/4	BACKBOARD STORAGE
	29	80	SIDE ENTRANCE DOOR	

**EXTERIOR  
DIMENSIONS**  
 HEIGHT 129" (+/-2)  
 LENGTH 176"  
 WIDTH 99"

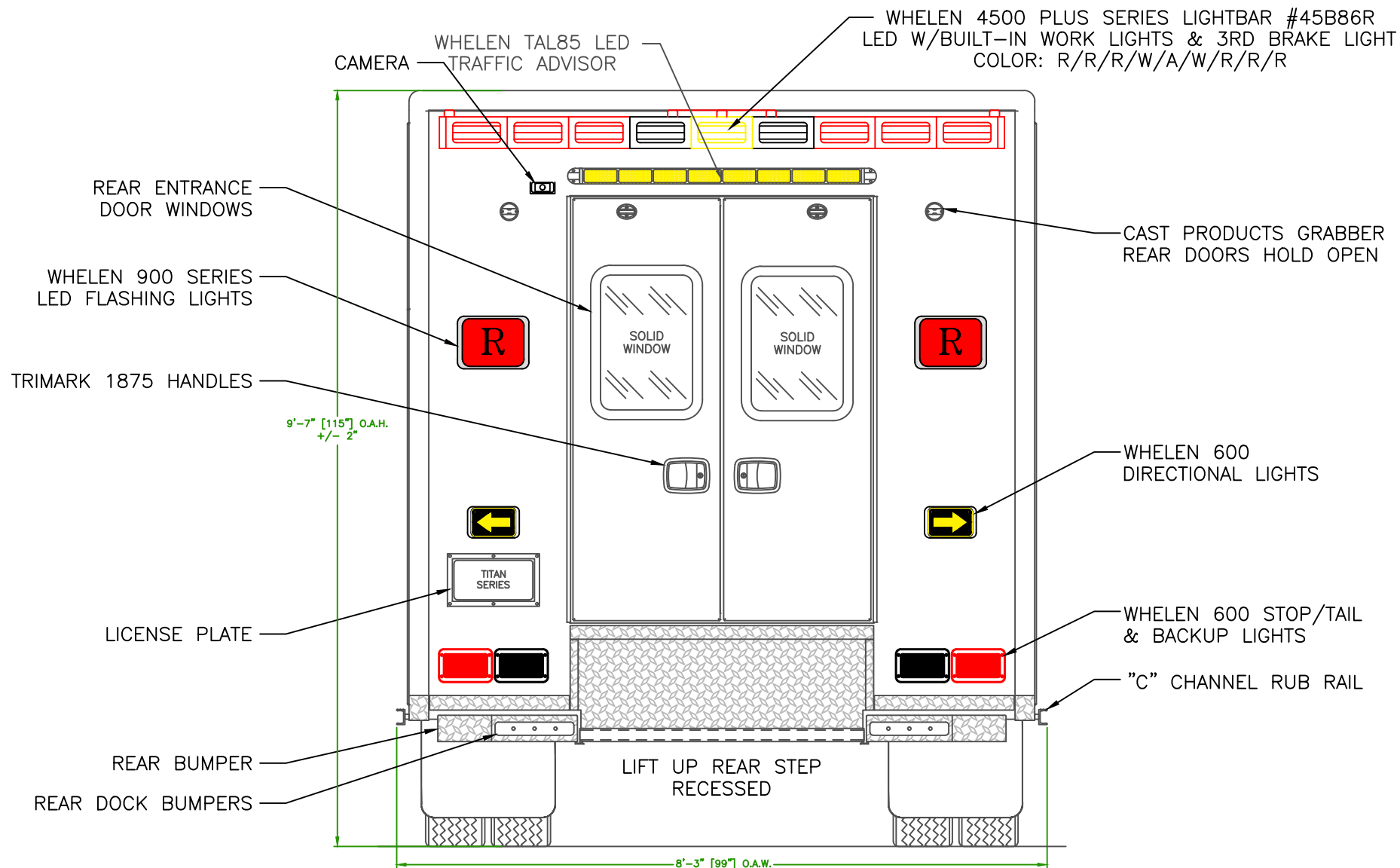
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PAGE 4



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### REAR VIEW

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#### OPENING DESCRIPTIONS

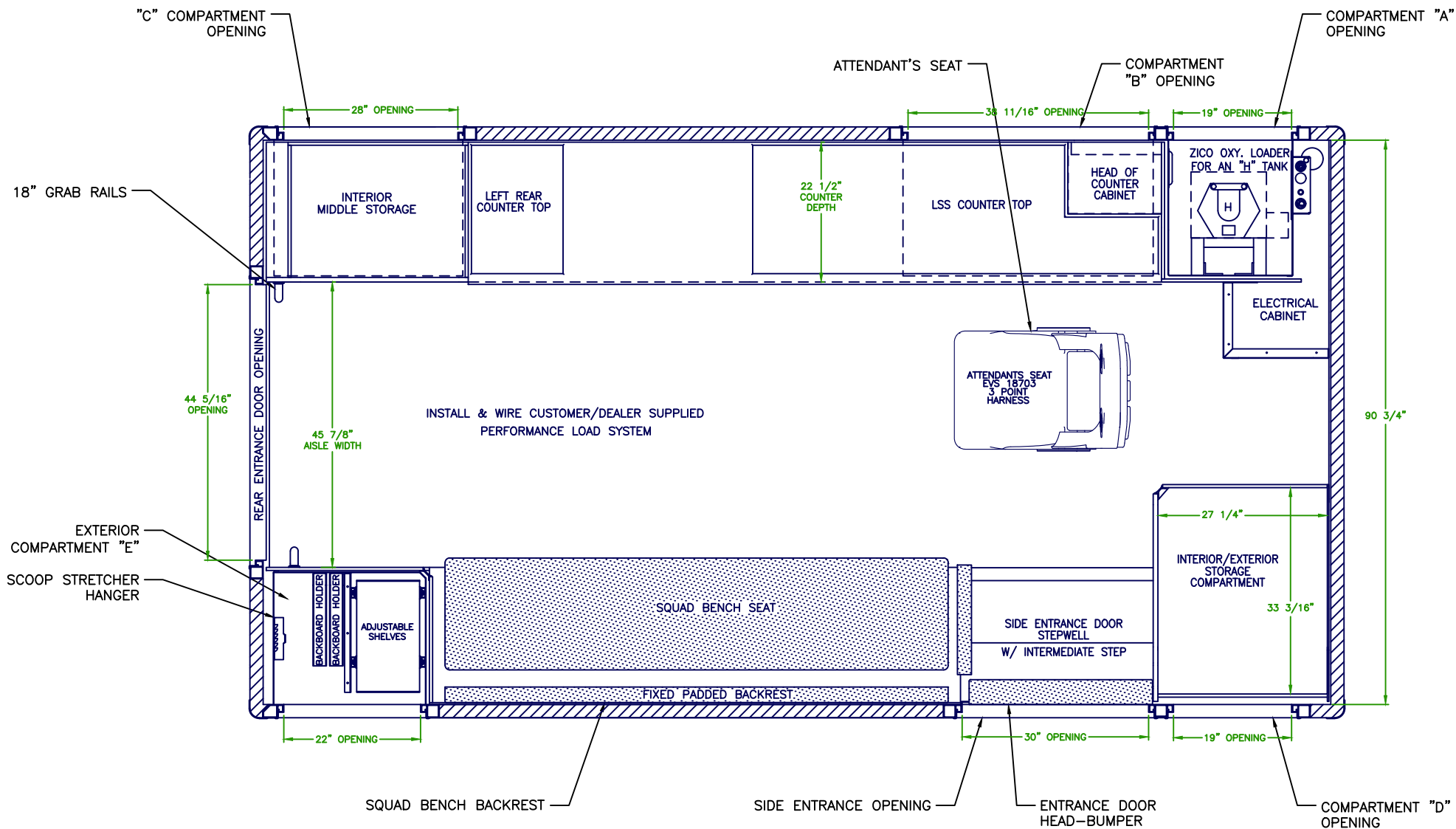
##### ALL DIMENSIONS APPROXIMATE

	WIDTH	HEIGHT	DEPTH	PURPOSE
	44 1/4	58		REAR ENTRANCE DOORS



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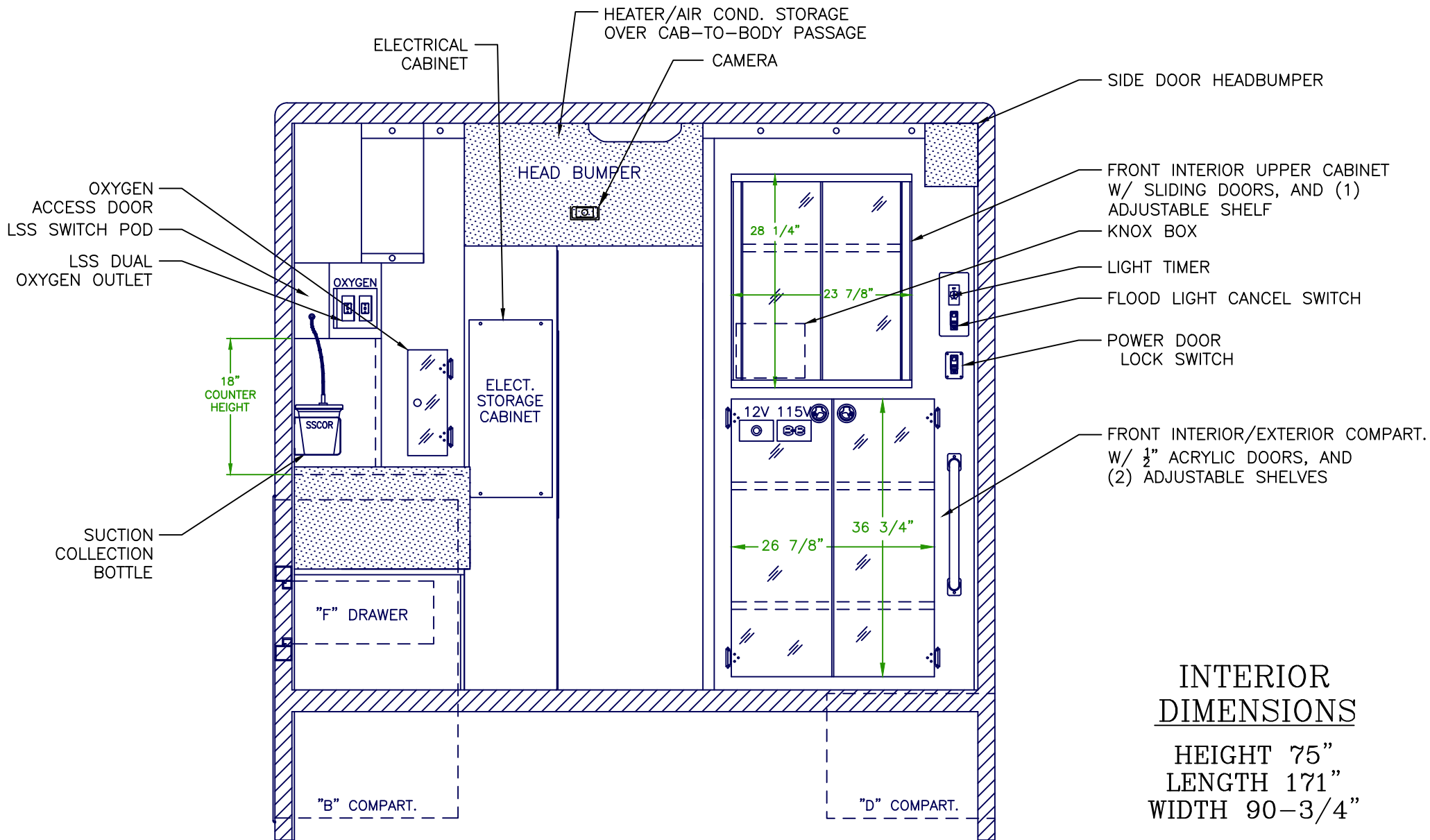
FLOOR PLAN

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## INTERIOR DIMENSIONS

HEIGHT 75"  
LENGTH 171"  
WIDTH 90-3/4"

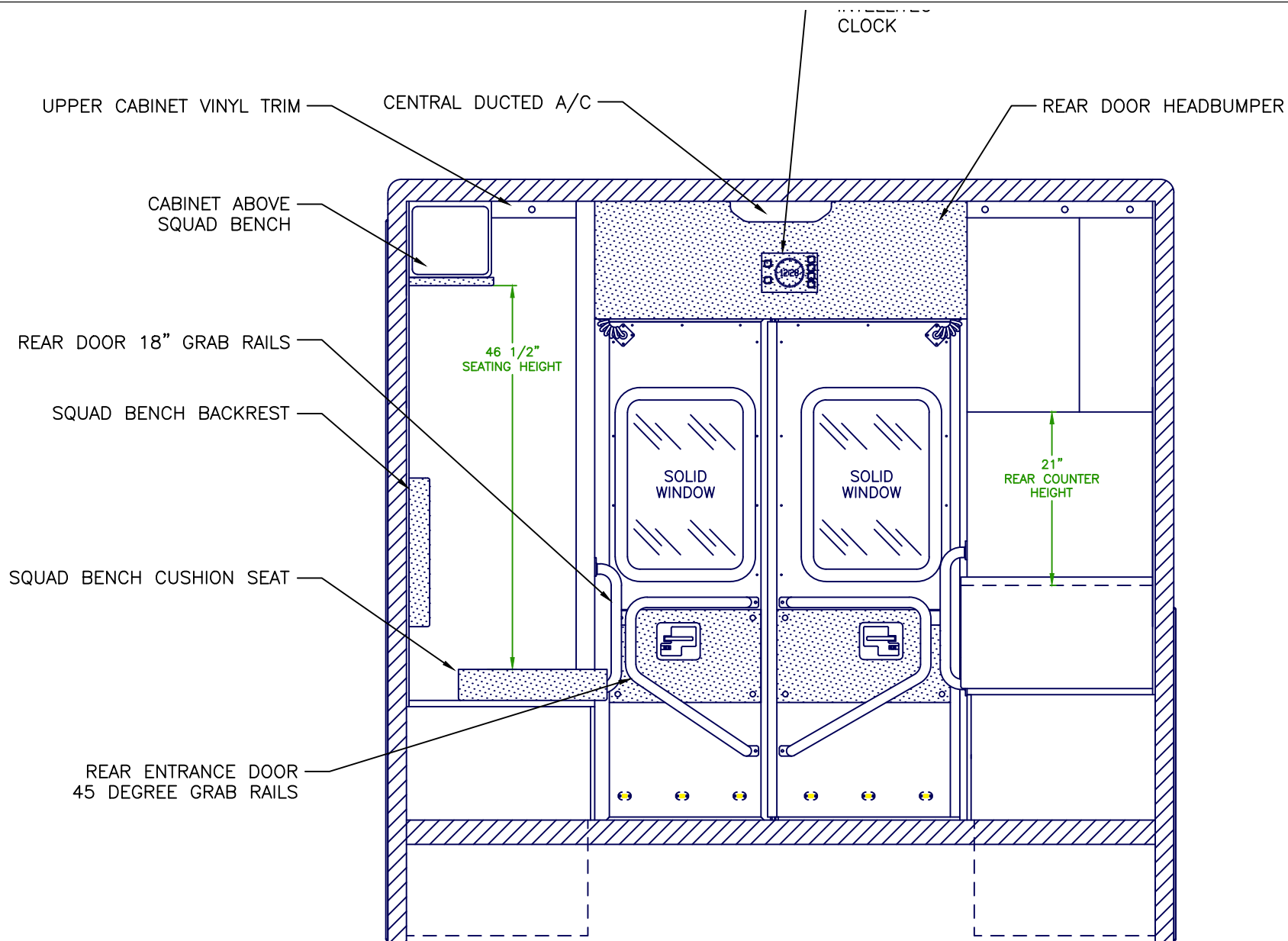
FRONT VIEW

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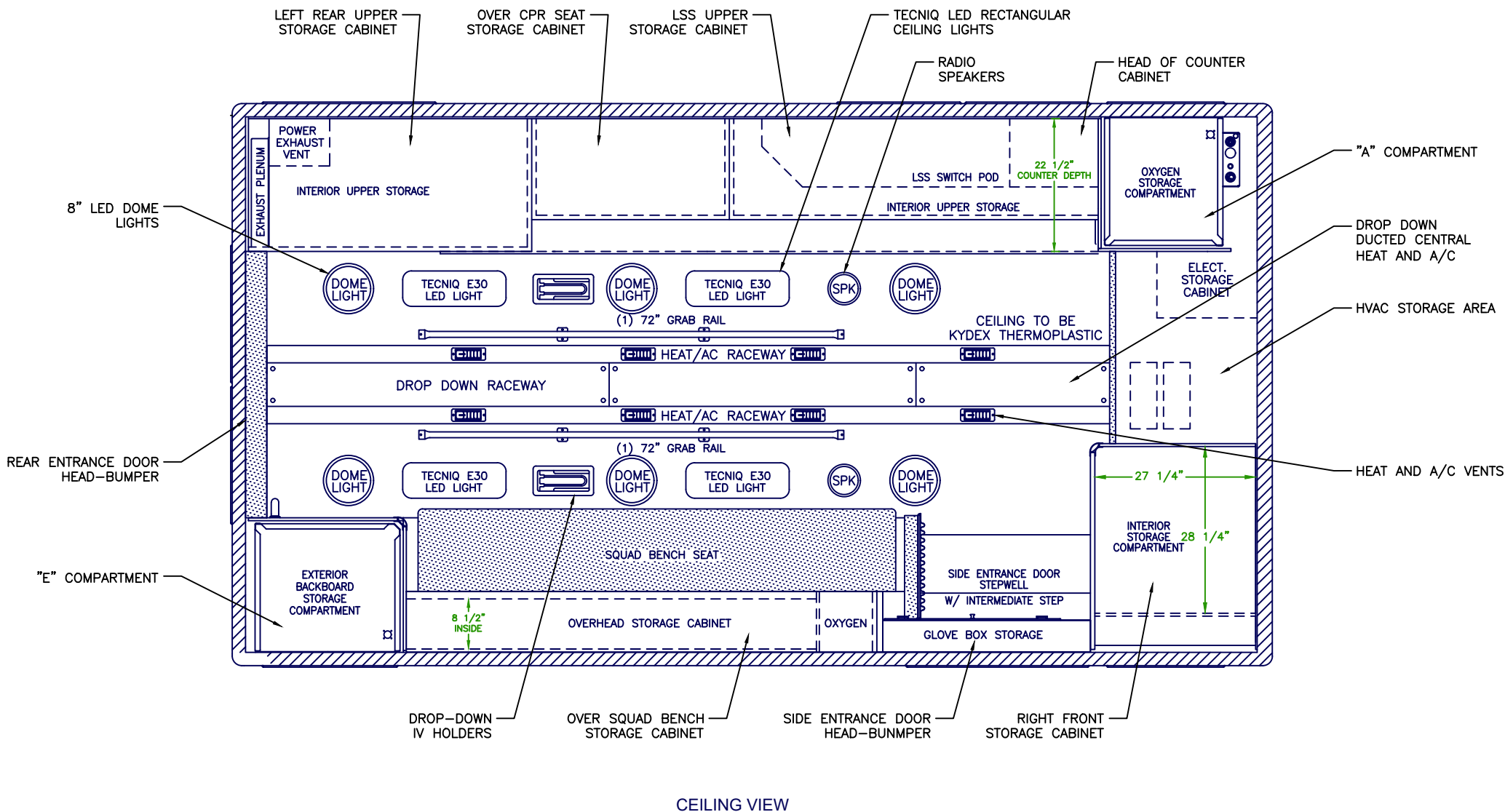
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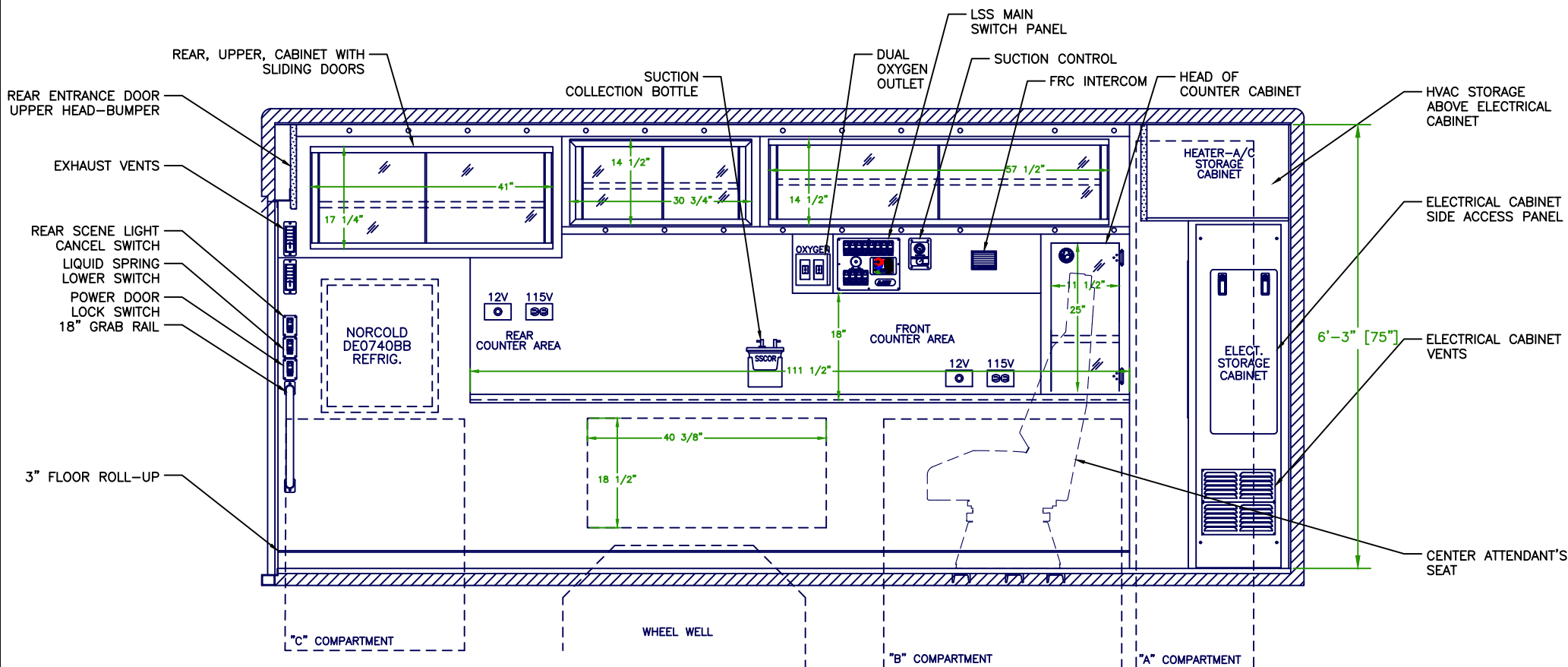


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STREETSIDE VIEW

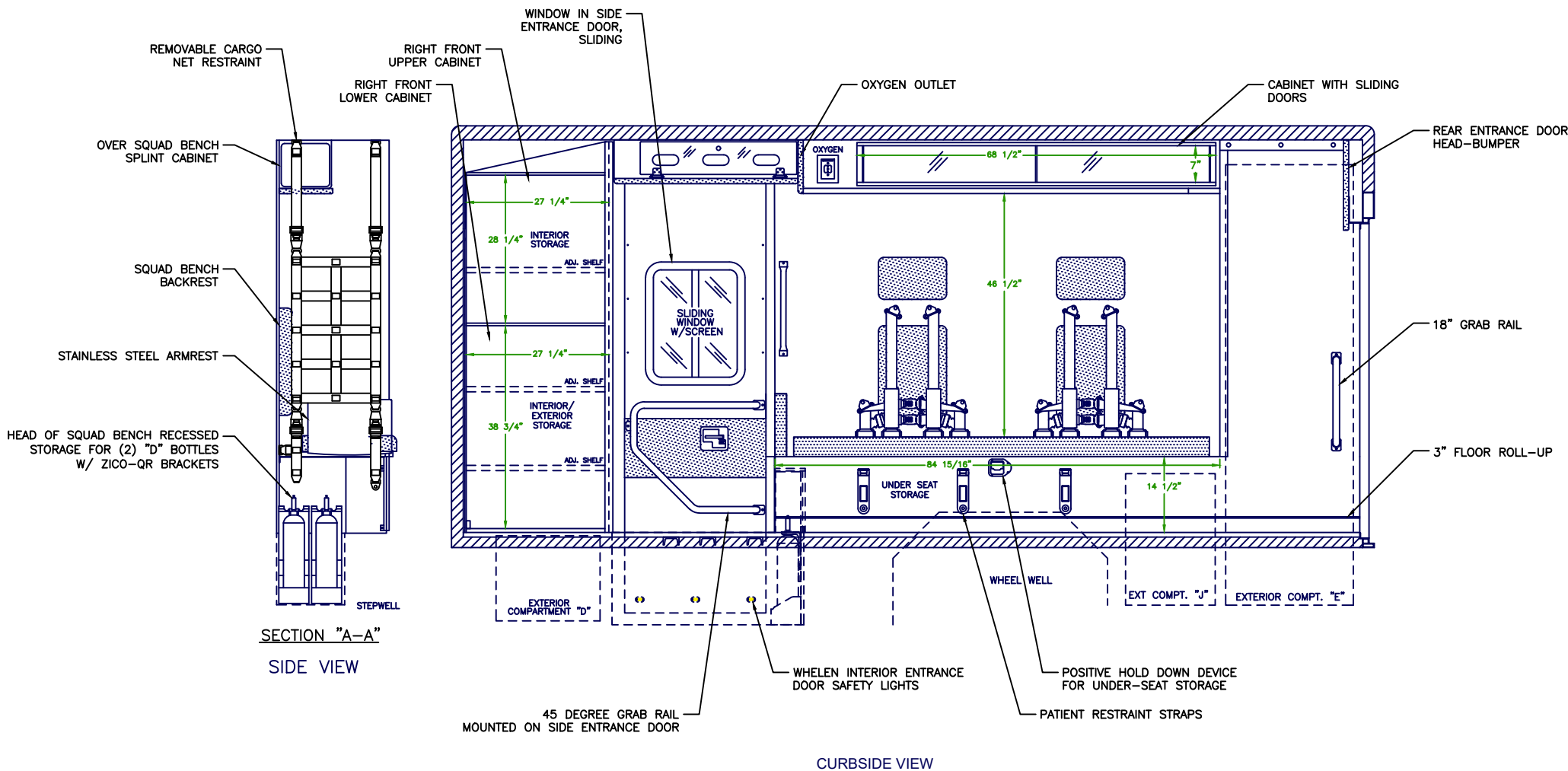
#### INTERIOR DIMENSIONS

HEIGHT 75"  
LENGTH 171"  
WIDTH 90-3/4"

PAGE 10



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**INTERIOR  
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# QUOTATION

# South Florida Emergency Vehicles

North Palm Beach Fire Rescue  
Chief Scott Freseman  
560 U.S. Highway 1  
North Palm Beach, Florida 33408

South Florida Emergency Vehicles  
Kevin Burke  
4655 Cummins Court  
Fort Myers, FL 33905  
239.267.5300  
kburke@sflev.com

Quote No: A6020-0003  
08/14/2022

Page 1

PART NO	S	DESCRIPTION	QTY
<b>== Type 1 Titan 176" 108"CA - 33.990 07/29/22 ==</b>			
00-00-0100		PL Ambulance - Release 33.99 effective 07/29/22	1
00-05-0100	<	** Quote Terms **	1
00-10-4980	< >	176" TITAN Body, 75" Headroom, w/Drop Skirt	1
03-02-1285	< >	Chassis Type -Freightliner (w/Rear Mount Fuel Tank)	1
<b>EXTERIOR</b>			
10-10-1100	<	Modular Body Construction	1
10-10-2000	<	Structural Integrity Warranty	1
10-10-2070		Finite Element Analysis	1
10-10-2100		Compartments, Aluminum Diamond Plate, welded	1
10-12-1000		Type I, Titan, Cab to body Pass-thru	1
10-15-4500		Body mounting, Type I, rubber donuts, M-Duty	1
10-20-3300		Lowered Body Skirts, with Intermediate Step	1
<b>EXTERIOR DOORS, AMBULANCE</b>			
11-10-3560	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors, Qty(3) (Med Duty)	1
11-10-4155		Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) (Med Duty)	1
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1
11-20-2020		Compartment. "A" Door to Check Past 90 Degrees	1
11-20-2030		Compartment. "C" Door to Check Past 90 Degrees	1
11-20-2050		Compartment. "E" Door to Check Past 90 Degrees	1
11-20-2055		Door to Check Past 90 Degrees, For Narrow 12"w Comp, -MASTER ONLY	1
11-20-3000		Compartment. "D" Door to Check Past 90 Degrees	1
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1
<b>COMPARTMENT LAYOUT</b>			
12-10-2038	<	"A" Left Front -20w x 86h x 21.75d -(w/Oxygen window)	1
12-15-1015		"B" Left Side, 1/2 High -40w x 42h x 21.75d	1
12-20-1025		"C" Left Rear, 1/2 High -30w x 39h x 21.75d	1
12-25-1010		"D" Right Front, In-Out Access -20w x 55h x 33d above floor -14d below floor	1
12-30-2515		"E" Right Rear -24w x 83h x 21.75d	1
12-55-1200	>	"J" Right Rear, Skirt Compt, Rear of Wheel -17w x 25h x 17d	1
12-61-1010	< >	Double Door option w/ 1875 handles, Specify:	1
12-90-S001	S	Custom "F" compartment - 40w x 17h x 16d	1
<b>COMPARTMENT DOOR PANELS, MATS, DECKING</b>			
13-20-1000		Compartment Door Panels, Alum, Diamond Plate	1
13-30-1P10		Polycoated Compt & Entrance Door Sills,Compt Floors,Area Behind Rub Rails,Black	1
13-30-2000		Vent Compartments to Exterior of Vehicle	1
13-40-1000		Dri-Dek, Floors of Compartment, Black	1
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1

PART NO	S	DESCRIPTION	QTY
<b>COMPARTMENT CONFIGURATIONS AND EQUIPMENT</b>			
13-41-0100		Oxygen Bracket located in Compartment A	1
13-42-0300		(2) Adjustable Shelves, for compartment "B"	1
13-43-0300		(2) Adjustable Shelves, for compartment C	1
13-47-0400	<	Full Height Divider w/(1) Adjustable Shelf, Compartment "E"	1
13-49-0200		No Shelves, for compartment "J"	1
13-70-0200		Bulbous mounts for (2) backboards Compt. "E"	1
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1
<b>SECURING - STRAPS, HOOKS, SCBA</b>			
13-70-2600	< >	Securing device - Nylon strap with metal buckle	1
13-90-S001	S <	(4) Zico Cup Mounts - "J" compartment	1
<b>REAR STEP BUMPER</b>			
14-10-2600		Lift-up Rear Step, Recessed, -Lic. plate left body	1
14-10-4000	<	Rear step to have additional grip strut	1
14-20-1000		Rear Dock Bumpers, Bolted to Bumper Ends	1
<b>ALUMINUM DIAMOND PLATE ACCESSORIES</b>			
15-10-1000		Front Corner Stone Guards, Polished Diamond Plate	1
15-15-1000		Front Body Stone Guard, Polished Diamond Plate	1
15-20-1050	>	Rub-Rails, C-Channel, Offset, Bright-Finish	1
15-30-4000		Diamond Plate Cover, Cab Steps (Frtlnr)	1
15-40-2360	< >	Diamond Plate, Full Slide-Out Step/Battery Compt (Freightliner)	1
15-52-0100		Rear Diamond Plate Panel & Corner Guards	1
<b>EXTERIOR TRIM</b>			
16-10-3000		Fenderettes, Rubber	1
16-30-1500		License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body	1
16-35-1180		Fuel Fill Housing, Driver Side, Cast products, Polished (Titan)	1
<b>EXTERIOR, MISCELLANEOUS</b>			
17-50-1200		Undercoat Body, Titan	1
<b>BODY WINDOWS</b>			
18-10-1000	<	Window, Side Door (18"W x 22"H), Sliding, 31% Tint	1
18-20-2000	<	Windows, Rear Doors, (15"W x 22"H), Fixed 31% tint	1
18-50-1000		Privacy Tint, Mylar, Side and Rear Doors	1
<b>INTERIOR CONSTRUCTION</b>			
20-00-1000		Interior Construction Type - Standard Cabinets	1
<b>INSULATION</b>			
20-10-1200		Super Insulation Package, additional Radiant Barrier to Interior Body	1
20-10-2000		Sound Deadened Insulation, Entrance Doors	1
20-10-3000		Sound Deadened, Compartment Doors	1
20-10-5000		Sub-Floor, Expanded PVC Polymer	1
<b>FRONT BULKHEAD</b>			
21-30-1000		Climate Control Unit Over Cab to Body Passage	1
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat	1
21-40-S001	S <	NOTE!!! No cab to chassis pass thru or walk through	1
<b>RIGHT FRONT CABINET</b>			
21-45-1000		Right front, upper storage w/Life Defender sliding doors, 1 shelf	1
21-50-1000		Right front Lower, inside/outside storage	1
21-50-2000	<	Right front Lower, (2) adjustable shelves	1
21-60-3100		Right Front Lower, with Austin Life Defender Doors - Single Release	1
21-90-S001	S	Supply and Install a Knox Box Medvault 2 on floor of right front upper cabinet	1

PART NO	S	DESCRIPTION	QTY
<b>RIGHT SIDE BENCH LAYOUT</b>			
22-00-1000		Squad Bench, Right side	1
22-21-0100		Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1
22-24-0620		> Armrest, No vinyl pouch -Recessed storage, below	1
22-25-4300		< > Removable Cargo Net Restraint, Head of Squad Bench	1
22-25-4600		< > Recessed "D" bottles, head of Squad Bench, at stepwell	1
22-30-2000		Squad bench lid, Positive hold down device	1
22-45-0500		< > Overhead cabinet 9 1/4" OAH-Life Defender sliding doors	1
<b>LEFT SIDE MIDDLE (Base Cabinet)</b>			
23-10-0500		> Left Side, Full Counter Pkg, NO CPR Seat- w/1/2 Hi "C" Compt	1
23-10-6150		> Cab. above left side Full Counter, (No CPR)- Life Defender restock door, 1 shelf	1
<b>LIFE SUPPORT STATION</b>			
23-30-2000		Switch pod, above counter, vinyl covered	1
23-30-2010		Rear Main Switch Panel Located in Life Support Station Switch Pod	1
23-30-2250		**No Radio Cut-Outs to be provided in LSS**	1
23-31-1500		Cabinet head of switch pod, hinged door, 1 shelf	1
23-32-0950		< > (Reduced Hgt) Upper cabinet, 45 deg, w/Life Defender sliding doors, 1 shelf	1
23-34-1000		Laminated Counter with 1" retaining edge	1
23-37-0050		< *Custom "Box-out" into compartment required (MASTER ONLY)	1
<b>LEFT REAR STORAGE CABINET</b>			
23-40-1050		< Left rear full cabinet, upper, 45 deg w/Life Defender sliding doors	1
23-40-2000		< > Left rear full cabinet, middle, Life Defender sliding doors, 1 shelf	1
23-40-3000		Left rear half cabinet, middle, 1/2" acrylic doors, 1 shelf	1
23-40-3050		Note:Factory will *DELETE* 23-40-3000 Lft Rr 1/2 High Cabnt	1
23-40-V012		< Norcold NR740 Refrigerator left rear	1
23-42-1000		Laminated Counter with 1" retaining edge	1
<b>INTERIOR CABINET DOORS</b>			
24-10-4M00		Cabinet doors, Polycarbonate/Acrylic, Clear	1
24-15-1000		< Handles, full length, sliding doors	1
24-20-1000		Positive closure devices hinged doors	1
24-25-1000		Unistrut, interior cabinet shelves, "Mini"	1
<b>ENTRANCE DOORS</b>			
24-30-2000		Ent. Door panels, 3 section	1
<b>ABOVE DOOR HEAD BUMPERS</b>			
24-35-0100		Side Door Head Bumper	1
24-35-0500		Rear Door Head Bumper	1
<b>GRAB RAILS</b>			
25-10-2300		Safety Yellow Grab Rail, 96" length, over squad bench	1
25-10-2575		Safety Yellow Grab Rail, 96" length, over cot	1
25-10-3800		Safety Yellow Grab rail, 18", at rear entrance doors, (2)	1
25-11-1C00		Grab rail, 45 deg, Safety Yellow, side entrance door, (1)	1
25-11-2070		> Grab rail, 45 deg,Safety Yellow Rear entrance doors, (2)	1
25-49-S001	S	< Antimicrobial Coating on Safety Yellow Grab Rails	1
<b>SEAT BELTS</b>			
25-50-2000		Seat belt, attendant seat, Qty (1)	1
25-51-1100		< > Patient restraint strap, squad bench, Qty (3), for use with six point seat belts	1
25-51-2021		< (2) Six point Seat Belt Harnesses w/ Comfort Pads - Curbside Seating	1
<b>COT MOUNT and COT MODEL</b>			

PART NO	S	DESCRIPTION	QTY
26-33-1400	<	Performance Load Install Cust Supp Sys, w/Chrg Circuit, w/Mini Rail Cutout (SAE)	1
26-35-1380		Stryker Equipment Handling Charge	1
<b>I.V. HOLDER</b>			
26-50-1M10		Rubber I.V. holder, dual, recessed, over cot	1
26-50-2100		Rubber I.V. holder, dual, recessed, over squad bench	1
<b>INTERIOR COLORS</b>			
27-10-1000		Ceiling, white Thermoplastic	1
27-10-1500		Upper Laminate - Fashion Grey D381-60	1
27-10-4200		Lower Laminate - Fashion Grey D381-60	1
<b>INTERIOR UPHOLSTERY</b>			
27-20-5000		Upholstery, Flat-Seamless	1
27-20-5600		Upholstery Color: Gray	1
<b>ATTENDANT SEAT</b>			
27-36-3000		Gray, Attn Seat, EVS 18703,w/Child Seat, 3 Pt. Harness,ABS Back,Swivel, Sewn	1
27-37-0100		** Confirm Seat color** - GRAY is the vehicle upholstery color	1
<b>FLOORING</b>			
27-53-2000		Lonplate II, diamond plate, Gun Metal (#424)	1
27-55-2000		Flooring rolled up side walls 3"	1
<b>CAB CONSOLE</b>			
27-74-1000		Type I, lower radio/switch console (Freightliner & International)	1
27-75-0260	< >	Cut & Mnt (2) Customer/Dealer suppld Radios, in Radio/Siren Cab Console	1
27-75-2100	< >	Map Box, Type I, Behind Cab Console - (Titan)	1
<b>MISCELLANEOUS INTERIOR</b>			
28-45-1320	< >	Glove box holder for (3) Boxes, recessed -over Side ent. Door	1
28-50-1000		Fasten Seat Belt/No Smoking Sign	1
<b>OXYGEN AND SUCTION</b>			
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1
30-30-1000		Suction pump, electric, Sscor,Switch in Rear Main Switch Panel	1
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1
30-50-3005	< >	O2 Carrier, ZICO, Quick-Release Oxygen Tank Lift System	1
30-50-3850	<	***Attention: Please Specify Tank Letter Size used within this shop note	1
30-60-4000		Regulator, Oxygen, Large Tank, (PLC-9662)	1
30-80-1100	<	Wrench, Oxy Cylinder -(for EZE Loader)	1
<b>ELECTRICAL</b>			
40-00-0500	<	Electrical System Warranty	1
40-00-1400		Electrical 12 VDC, Titan	1
40-00-1900		Electrical 12 VDC Specifications	1
<b>CAB ELECTRICAL</b>			
41-30-3750		Module Activation, Ignition Switch	1
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1
<b>SWITCH PANEL</b>			
42-10-1000		Voltmeter, Digital 8 to 18 volt, lighted	1
42-10-2400		Low Voltage Alarm & Indicator	1
42-15-2500	>	Rocker Switches, Carling Contura V	1

PART NO	S	DESCRIPTION	QTY
42-20-0500		Battery On indicator light	1
42-20-1000		Warning Indicator, Door open, Red	1
42-20-2000		Warning Indicator, Compt open, Amber	1
42-20-3000		Warning Indicator, Audible alarm, Door/Compt	1
42-20-4200		Warning Ind/Audible, Parking Brake, Dual-Mode Alarm	1
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1
42-25-6700	<	High Idle Activation, Commercial Chassis (International /Freightliner)	1
42-30-1000		Back-up alarm, w/resetting cancel switch	1
42-45-2200	< >	Load Manager/Sequencer, PL Custom/Kussmaul (full time)	1
42-60-2800	< >	Air Horns, OEM, Qty (2) , chassis supplied, PL Activation	1
42-60-4800		Air Horn activation, "Plunger Style" switch, drivers console	1
42-60-5000	<	Air Horn activation, Carling Momentary in Front Switch Panel	1
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control	1
42-65-2010		Power Door Lock Switch, Side Entrance Door	1
42-65-2020		Power Door Lock Switch, Rear Entrance Doors	1
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK)	1
<b>EMERGENCY WARNING EQUIPMENT</b>			
43-10-1790	<	Headlight flasher, 75FPM, Freightliner M2 BHM feature	1
<b>SIREN</b>			
43-20-4G50	>	Siren, Whelen 295SLSA1, w/diag.	1
43-20-5000		Siren-Horn Switch	1
43-20-5500	< >	Siren foot switch, remote siren control	1
43-20-5550	<	Siren foot switch, remote siren control	1
<b>SIREN SPEAKERS</b>			
43-30-5000	>	Bumper Spkrs, CPI SA 5403-1, (2) , M2 Freightliner	1
<b>FRONT LIGHT BAR</b>			
43-4U-6000	<	Whelen Freedom IV, Super-LED, LC, 55"-Clear Lens Covers, Mounted on Cab	1
<b>REAR LIGHT BAR</b>			
43-50-3515	<	Whelen 4500 Plus Series 45B86R, (7) 700 Super-LED w/Work Lts	1
43-50-8000	< >	Whelen Traffic Advisor, Low Profile TAL85 (8) LED (46")	1
<b>CAB MOUNTED LIGHTS</b>			
43-68-C200	>	Whelen Independent CAB Flashing Lights, CLEAR Lens package	1
43-71-0700		(2) Upper Whelen 7x3 LED-Grille Light -(2) Red	1
43-71-1640		Upper Grille Flange - Freightliner, Fit Specific (pair)	1
43-71-4000		(2) Whelen 7x3 Super-LED, Red -Fender	1
<b>BODY LIGHTING --(Full Catalog PDF here)&gt;</b>			
<b>FRONT BODY VEHICLE LIGHTS -(Non-Emergency)</b>			
43-A1-0700		(2) 600-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1
43-A2-0070		* FRONT BODY LIGHTING - w/CAB MOUNTED LIGHTBAR (PDF>)	1
43-A2-0150		** (3) Front Upper Lights & Directionals	1
43-A4-0300		*** Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher	1
43-A5-0060	<	Program Flashing Lights to "Action Scan"	1
<b>FRONT BODY WARNING LIGHTS</b>			
43-B0-0100	>	9x7, 900 Sup-LED, Red, Front - (Loc: F1)	1
43-B0-1500		9x7, 900 Sup-LED, White Front -(Loc: F4)	1
43-B0-3200		9x7, 900 Sup-LED, Red, Front - (Loc: F7)	1
<b>Whelen Primary Side Light package (PDF&gt;)</b>			
43-F0-0100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS1)	1

PART NO	S	DESCRIPTION	QTY
43-F0-1100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS4)	1
43-F4-0100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS1)	1
43-F4-1100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS4)	1
<b>REAR BODY WARNING (Flashing) LIGHTS</b>			
43-H1-0100		**Whelen Independent, Rear Body Flashing Lights - CLEAR Lens	1
<b>REAR LIGHT LAYOUT -(w/Traffic Advisor) + Flush Lightbar (PDF&gt;)</b>			
43-N4-0140		Rear Lightbar & Traffic Advisor & (2) Window Level Lights	1
<b>Rear Lights at Window Level</b>			
43-S0-2350		9x7 Sup-LED, Red, Rear - (Loc: R10B)	1
43-S0-3100		9x7 Sup-LED, Red, Rear - (Loc: R11B)	1
<b>SECONDARY (miscellaneous) BODY MOUNTED WARNING LIGHTS</b>			
43-T5-1300	<	Whelen 700 Series Red Super-LED, w/Flange, (2) Over Rear Wheel, CLEAR LENS	1
43-T5-3640	<	Whelen TION LED Lights (8) R/W/R/W - In "C" Channel Rub-Rails	1
<b>FLASHING LIGHTS; OTHER</b>			
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti	1
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation	1
43-T6-V012	XU <	Whelen Marker OS Safety Lights, Amber, Compt. Doors	7
<b>REAR NON-EMERGENCY LIGHTS</b>			
44-10-1000	< >	Stop/Tail and Turn Signal -Light heads with color lenses	1
44-10-2500		Stop/Tail, (2) Whelen 600 Series LED-(color Lens) w/Flange	1
44-15-1M25		Back-up, (2) Whelen 600 LED, w/Flange, Min. Intensity	1
44-25-1800		Directional, (2) Whelen 600 LED -(color Lens) Amber Arrow	1
<b>AUXILIARY NON-EMERGENCY LIGHTS</b>			
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1
<b>FLOOD LIGHTS</b>			
44-50-1040		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Left side-(Loc:LS2, LS3)	1
44-50-1140		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Right side-(Loc:RS2, RS3)	1
44-55-2000		Rear Flood Lights Built into Rear Light Bar	1
44-60-1000		Right Side Scene Lights on with Side Door & Switch in Console	1
44-60-2000		Left Side Scene Lights w/On-Off Switch Console	1
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1
44-60-4000	<	Rear Scene Lights, On-Off Switch in Console	1
44-60-5000		Right Side Scene Light Cancel Switch	1
44-60-6000		Rear Door Scene Light Cancel Switch	1
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1
<b>CLIMATE CONTROL</b>			
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1
45-35-1000	< >	Ducted,Heater/Air Cond.,12 VDC/110 VAC 315 Combo Unit w/ 12V Front Body Condens	1
45-35-1100		Auxiliary Coolant Pump Climate Control System	1
45-39-1010		** Front Body Condenser to be Painted to Match Body Color	1
45-70-S001	S <	Front Body Condenser, cab roof mount	1
<b>CEILING CONFIGURATION</b>			
45-99-0100		Ceiling Configuration for 6 Dome Lights, 4 Rectangular Lights & 2 Speakers	1
<b>INTERIOR LIGHTS</b>			
46-10-1L00		(6) Dome Lights, Whelen Multi -LED, Hi-Lo, Qty (#80C0EHCR)	1
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1

PART NO	S	DESCRIPTION	QTY
<b>EXTERIOR COMPARTMENT LIGHTS</b>			
46-20-1075	<	Lghts, Ext. Compartments, TecNiq LED E44 Strip Lights	1
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1
<b>AUXILIARY INTERIOR LIGHTING</b>			
46-20-2000		Heavy Duty LED panel Light, (Life Support Station Area)	1
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1
46-30-1100		Stepwell Light, LED, Located at Side Entrance Door	1
46-40-1P00		TecNiq E30, 42 LED Rectangular Ceiling Lights Qty (4)	1
46-40-3M00	<	Windup "checkout" Timer, Side Door , Shoreline only	1
46-40-4000		Rectangular Lights on "Checkout" Timer Circuit	1
46-50-1000		Dome Light Switch, (1) Left, (1) Right	1
<b>MEDICAL OUTLETS</b>			
47-20-1000		12 volt Medical Outlet, Power Point, Loc: LSS Wall	1
47-20-2000		12 volt Medical Outlet, Power Point, Loc: Right Front In/out	1
47-20-2500	< >	12 volt Medical Outlet, Power Point, Loc: Left Rear	1
<b>ANTENNA/COMMUNICATION RADIO</b>			
47-60-0300	<	(3) Antenna Leads, Body Roof - (See PDF)	1
47-60-6200	< >	Radio Power Lead, Rear Main Switch Panel	1
47-60-6500	< >	Radio Power Lead 30 Amp, 10 ga. Cab Console	1
47-60-7000	< >	Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat	1
<b>MISCELLANEOUS 12 VOLT ELECTRICAL</b>			
48-15-1885	<	FRC In View 360 HD Camera System with DVR, Interior Camera	1
48-15-188A		FRC 7" Flat Panel LCD HD Monitor	1
48-20-2000	>	Speakers, Stereo Volume Control Rear Sw Panel	1
48-50-3070		Intellitec, Clock, mounted on 45 degree Cabinet (Life Support Station)	1
48-60-1500	>	Air Ride Control Left Rear Door Open ,w/ Override Switch	1
48-60-3700		Liquid Spring Control Left Rear Door Open w/ Override switch	1
48-75-1000	<	Voice Intercom System, mounted speaker, FRC	1
48-75-1050	< >	Voice Intercom System, Headsets, FireCom 5100D digital, 4 station	1
48-75-8000	<	On/Off Switch for FRC Voice Intercom System	1
48-75-8000	<	On/Off Switch for FRC Voice Intercom System	1
<b>ELECTRICAL 115 VOLT AC</b>			
51-20-5010		Shoreline, Super Auto-Eject 20 amp, Left Side, Above Compt. "B", YELLOW	1
51-20-7050	< >	Add'l Shoreline, 20amp Auto-Eject ,Dedicated to 110/12 Volt Heat/AC Unit, YELLOW	1
51-30-1500	<	Shoreline/ Battery Charging Dual Indicator Lights	1
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr	1
52-10-1000		Hospital Grade Lighted GFCI Outlet, Location: L/S/S Wall	1
52-10-2000	< >	Hospital Grade Lighted Outlet, Location: Left Rear	1
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1
53-90-S001	S <	Outlet Strip, (4) position, installed in cab	1
<b>BATTERY CHARGER / INVERTER CHARGER</b>			
55-10-1225	< >	Inverter/ Charger,Vanner LSC12-1100 Pure Sine Inverter/ 55A Battery Charger	1
<b>PAINT LUSTRE</b>			
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1
60-00-0007		Paint Adhesion Testing	1
<b>BODY AND CAB PRIMARY PAINT</b>			
60-10-0110		*Body and Cab Same Single Color	1
60-10-1850	<	**Modular Body Paint -Other than Unit Standard White , Titan	1
60-13-1020	<	Modular Body Paint Color Yellow	1
60-15-120A	<	Re-Paint Cab, Single Color, w/ Door Jambs -Titan Series	1
60-15-1505		Cab Paint Color Same as Body	1
60-20-1010		** Front Body Condenser to be Painted to Match Body Color	1

PART NO	S	DESCRIPTION	QTY
<b>ADDITIONAL VEHICLE PAINT, SECONDARY</b>			
61-05-S001		< > Special Paint Option Request	1
<b>ADDITIONAL PAINT OPTIONS</b>			
61-30-2100		< > Painted Stripe Special Request	1
61-70-1020		< (2) Paint Sample spray out panels, two color Modular Body (each revision)	1
61-80-2210		Polycoated Compt & Entr Door Sills, Compt Floors, Area Behind Rub Rails (*Note*)	1
<b>LETTERING</b>			
65-10-1000	S	< Reflective Lettering	1
65-50-4020		< > Reflective White Tape Stripe, 3/4" Outline, on interior of Entrance Doors	1
65-50-4070		< > Reflective White Tape Stripe, 3/4" Outline, on interior of Compartment Doors	1
<b>TECHNICAL RADIO INSTALLATION</b>			
70-10-0500		No Technical Radio Installation	1
<b>CHASSIS EQUIPMENT</b>			
75-11-0100		> Hub & Lug covers -M2, w/ aluminum wheels	1
75-30-2700		< > Liquid Spring Suspension System (M2)	1
75-60-2000		Mud Flaps, Rear, Medium Duty Chassis	1
75-90-7000		< Medium Duty Exhaust Exit - Right Side, Forward of Rear Wheels	1
75-95-2600		Front & Rear End Alignment (Titan)	1
76-10-3000		< Chassis Service/Parts Manual Freightliner M2 - Book Format	1
79-90-S001	S	< Under Cab Air Tank Drains	1
79-90-S002	S	< Relocate OEM Battery Box to be under passenger side of cab	1
79-90-S003	S	< SCBA Tank Storage - driver side under cab	1
<b>EQUIPMENT</b>			
80-43-7000		< Bottle Bracket, Dual, Cast Products Duramount Model OA1205 (D Bottle)	1
80-50-1000		Prep, Clean & Detail Vehicle for Delivery	1
<b>CHASSIS</b>			
95-70-231E	S	< > 2024 Freightliner M2, -Aft fuel tank, (left side fill) 108" CA Cummins ISB	1
95-70-S001	XU	> Chassis Pricing not Valid	1
96-10-4200		Engine Programming	1
96-32-3000		Fuel "Full Tank" -Titan	1

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 Manasquan, NJ 08736  
 Phone: 732-223-1411

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-26M	M2 PRL-26M (EFF:7/26/21)		
<b>Data Version</b>			
DRL-015	SPECPRO21 DATA RELEASE VER 015		
<b>Interior Convenience/Driver Retention Package</b>			
055-002	INTERIOR CONVENIENCE PACKAGE		
<b>Vehicle Configuration</b>			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 9880.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 21880.0 lbs		
<b>Truck Service</b>			
AA3-024	AMBULANCE BODY		
AF3-527	PL CUSTOM EMERGENCY VEHICLES		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>			
101-3BW	CUM L9 270EV HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM, R/F/E	640	30



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<b>Electronic Parameters</b>			
79A-077	77 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-012	2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-120	LN 12V 320 AMP 4962PGH PAD MOUNT ALTERNATOR	10	
292-237	(4) DTNA GENUINE, FLOODED STARTING, MIN 4000CCA, 740RC, THREADED STUD BATTERIES	80	40
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-043	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 34 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		



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152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE	-50	-50
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-005	LH UNDER CAB DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER		
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

### Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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<b>Transmission Equipment</b>			
343-331	ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-067	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		



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370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

#### Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		

#### Front Suspension

620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		

#### Rear Axle and Equipment

420-1M3	MS-17-14X 17,500# R-SERIES QUIET RIDE SINGLE REAR AXLE		-30
421-433	4.33 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
423-028	MERITOR 15X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		-20
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		



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434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		20
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	MINERAL SAE 80/90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-1CY	AIRLINER 15,000# REAR SUSPENSION		-40
621-046	AIRLINER MID POSITION RIDE HEIGHT		
431-007	STANDARD U-BOLT PAD WITH U-BOLTS EXTENDED 1.00" LONGER THAN STANDARD		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
<b>Trailer Connections</b>			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>			
545-562	5625MM (221 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	180	-20



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552-036	1750MM (69 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 329.33 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 91.87 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 184.72 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 102.2 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

### Chassis Equipment

556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-117	LEVEL FRAME RAILS (+/- 1%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSP RATINGS AND D15-28195-000 CENTER PUNCH TO MARK CL OF REAR SUSP ON FRAME FLANGE		

### Fuel Tanks

204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	30	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		



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122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-0E5	MICHELIN XZE 245/70R19.5 16 PLY RADIAL FRONT TIRES	-82	
094-1FT	MICHELIN XDS2 245/70R19.5 16 PLY RADIAL REAR TIRES		-144
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-1E5	ALCOA 77362X 19.5X7.50 10-HUB PILOT 5.23 INSET ALUMINUM DISC FRONT WHEELS	-64	
505-1E5	ALCOA 77362X 19.5X7.50 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-128
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-079	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		



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728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-088	LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-022	HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS		
294-021	TRUCK-LITE 3 CHAMBER MODULES WITH 45 SERIES SEALED BEAM LAMPS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
469-014	AUTOMATIC ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT WITH MANUAL OVERRIDE	1	
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-998	NO REAR WINDOW	-20	
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	4
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		

#### Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
772-006	BLACK MATS WITH SINGLE INSULATION



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691-014	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-003	AUXILIARY HEATER/AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL	15	
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-047	DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR LH, RH AND CENTER		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
756-209	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT	60	
760-209	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT	45	20
762-1BP	SEATS INC 911 UNIVERSAL SCBA NON SUSPENSION LH AND RH REAR PASSENGER SEATS WITH UNDER SEAT STORAGE		
757-022	BLACK VINYL SUSPENSION COVER FOR AIR DRIVER AND PASSENGER SEATS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-023	GRAY VINYL DRIVER SEAT COVER WITH GRAY CORDURA CLOTH BOLSTER AND HEADREST		
761-022	GRAY VINYL FRONT PASSENGER SEAT COVER WITH GRAY CORDURA CLOTH BOLSTER AND HEADREST		
755-022	GRAY VINYL REAR PASSENGER SEAT COVER WITH GRAY CORDURA CLOTH BOLSTER AND HEADREST		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		



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532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		



Prepared for:  
 PL CUSTOM  
 2201 Atlantic Ave  
 Manasquan, NJ 08736  
 Phone: 732-223-1411

Data Code	Description	Weight Front	Weight Rear
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
264-007	(1) FOOT SWITCH FOR DRIVER AIR HORN		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-110	CHASSIS PAINT: N6572EA SIMON RED ELITE SS		
963-003	STANDARD E COAT/UNDERCOATING		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		
95M-001	CUSTOMER FURNISHED MATERIAL SPECIFIED		
<b>Raw Performance Data</b>			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 102.2 in		
<b>TOTAL VEHICLE SUMMARY</b>			



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 Manasquan, NJ 08736  
 Phone: 732-223-1411

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	7376 lbs	3500 lbs	10876 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight <sup>+</sup>	7376 lbs	3500 lbs	10876 lbs

### Extended Warranty

WBB-284 TC4: MD MODERATE 5 YEARS/150,000 MILES / 241,500 KM  
 EXTENDED TRUCK COVERAGE. FEX APPLIES  
 WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING  
 COVERAGE \$550 CAP FEX APPLIES

### Dealer Installed Options

		Weight Front	Weight Rear
EXH	ENGINE PROGRAMMING	0	0
DEF	MOVE DEF TANK FORWARD FOR NO MORE THAN 3 INCHES OF CAB PROTRUSION	0	0
BATT	RELOCATE BATTERY BOX UNDER CAB ON PASSENGER SIDE	0	0
REF	SECONDARY REFRIGENT COMPRESOR	0	0
LUBE	AUTO LUBE SYSTEM	0	0
Total Dealer Installed Options		0 lbs	0 lbs

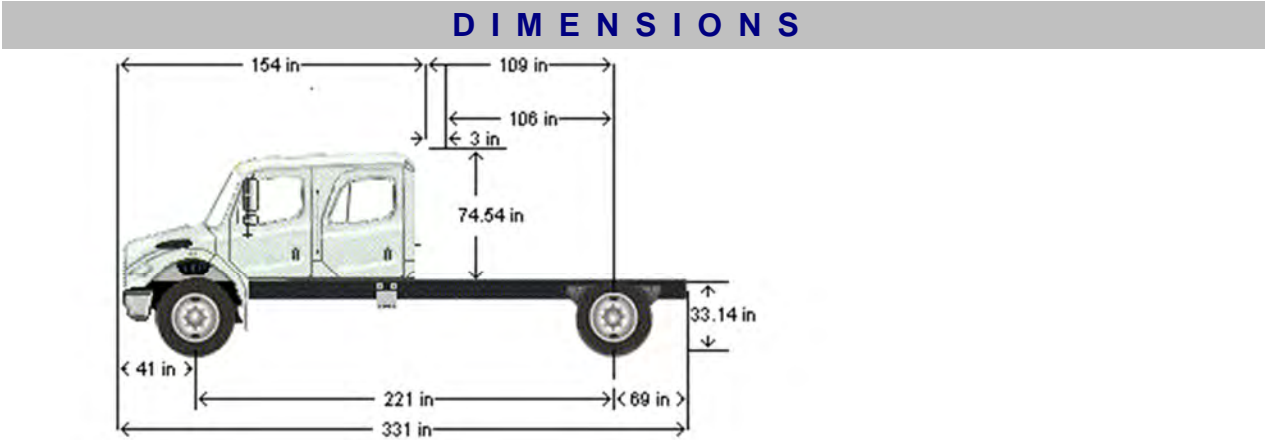
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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**VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Model .....	M2106
Wheelbase (545) .....	5625MM (221 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1750MM (69 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**



Prepared for:  
 PL CUSTOM  
 2201 Atlantic Ave  
 Manasquan, NJ 08736  
 Phone: 732-223-1411

Dimensions	Inches
Bumper to Back of Cab (BBC)	153.5
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	177.6
Cab Height (CH)	74.5
Wheelbase (WB)	221.5
Frame Overhang (OH)	68.9
Overall Frame Length	329.3
Overall Length (OAL)	331.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	33.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





## Overview of PL Custom Manufacturer Warranties

PL Custom Emergency Vehicles secures your purchase with the following warranties:

### **Lifetime Limited Structural Warranty – Modular Body**

PL Custom warrants each new vehicle to be free of all structural defects for the life of the modular body including:

- Body frame
- Sub-floor
- Exterior skin
- Structural integrity of interior cabinetry/exterior compartments

### **Lifetime (100,000 Mile) Limited Warranty – Electrical Equipment**

The lifetime (100,000 mile) limited warranty applies to all PL emergency vehicles and includes the following PL supplied and installed electrical equipment:

- Main vehicle wiring harness and battery harness cables
- Automotive relays
- Automatic/manual reset circuit breakers
- Voltmeter
- Rocker switches
- All PL installed electrical connections
- All wire terminals and crimps
- Body door post switches
- Power distribution panel

Alternators, batteries, bulbs, and belts are not covered by this warranty.

### **Three-Year (36,000 Mile) Limited Warranty – General Conversion**

This three-year (36,000 mile) limited warranty includes the following PL supplied equipment:

- Windows and trim
- Door securing hardware and latches
- Climate Control System
- On board oxygen system
- Cabinet, ceiling and wall finish material
- On-board aspiration system
- Application of vinyl striping and lettering
- Poly coat application exterior compartments/lower body

### **Ten-Year (100,000 Mile) Limited Warranty – Paint**

This limited warranty covers the areas of vehicle finished with PL Akzo Nobel Paint Products for a period of ten years.

- Delamination from the substrate
- Loss of gloss or color retention
- Cracking or checking of paint film
- Paint failure caused by defective Akzo Nobel products

### **Five-Year (60,000 Mile) Limited Warranty – Crevice Corrosion, Dissimilar Metals**

- Years 1–3/36,000 miles: 100% of repair cost
- Year 4/48,000 miles: 50% of repair cost
- Year 5/60,000 miles: 25% of repair cost

### **General Information**

- Warranty transferable; subject to inspection by PL Custom Emergency Vehicles.
- Vehicle chassis; chassis components and cab body warranted by original manufacturer.
- Components manufactured by other and installed by PL Custom shall be covered by representative warranties.

### **Exclusions And Limitations**

- Unauthorized alteration
- Abnormal wear and tear
- Physical damage
- Abuse/misuse
- Failure to maintain
- Chemical corrosion
- Normal wear and periodic maintenance

**There are specific exclusions and limitations included in each individual warranty.**

**See separate warranties for details.**

*PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.*



## 3-Year or 36,000 Mile General Warranty

Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the general ambulance conversion is sound and free of all defects of both materials and workmanship for 3 years or 36,000 miles, whichever occurs first, from date of delivery providing it remains in possession of the original purchaser and is in operation by said purchaser.

Items included, but not limited to, in this warranty coverage; components manufactured by PL Custom, onboard oxygen system, onboard aspiration system. Interior and exterior door hardware and latching systems, finish material on cabinets, ceiling and walls, interior and exterior windows, patient compartment climate control system.

Components manufactured by others and installed by PL Custom shall be covered by representative warranties. Examples of these items: air horns, back up cameras, snow chains, suspension systems, electronic locking systems, inverter, battery chargers. Please refer to component warranty outline for specific coverages.

Vinyl striping and lettering applied by PL Custom will be covered by this 3-year, 36,000 mile general warranty for defects associated with the installation/application of the striping and lettering to the vehicle. The striping and lettering material is covered by the manufacturer's warranty for adhesion and color fade.

Poly Coat for exterior compartment lining and lower body panels will be covered by this 3-year, 36,000 mile general warranty for defects associated with the application of the material. Chips resulting from equipment impact is not a covered item.

The above warranty is transferable upon remount of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is transferable to the new owner, providing that inspection of the vehicle is performed by PL Custom. Charges for this inspection will apply.

Should repair become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized

dealers in the area. This warranty covers defects not resulting from misuse, negligence, accidents, abnormal wear and tear, and alteration of the original parts or adjustments by customer or third parties. If any such conditions exist, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

### **Exclusions and Limitations:**

This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- PL Custom will not extend any warranty for customer or dealer provided components
- PL Custom is not responsible for warranty on any components provided and installed by the dealer prior to delivery to the customer.
- PL Custom is not responsible for normal wear and tear and/or periodic maintenance and consumable items.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.



## *Lifetime Modular Body Structural Warranty*

Subject to provisions, limitations and conditions set forth in the warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the new emergency vehicle body is structurally sound and free from all structural defects of both material and workmanship, and further warrants that it will maintain such structural integrity for the life of the body, providing it remains in the possession of the original purchaser and is in operation of said purchaser.

Items included in this warranty coverage; body frame, sub-floor, exterior skin, interior cabinets and exterior compartments (exclusive of paint finish)

The above warranty is transferable upon remount of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is transferable to the new owner, providing that an inspection of vehicle is performed by PL Custom. Charges for this inspection will apply.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom.

The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area.

This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alteration of the original parts or adjustments by customer or third party. If any such conditions exist, this warranty shall become void and unenforceable.

Remount of body to new chassis performed by other than PL Custom, will void structural warranty.

In the event of an accident requiring structural repairs, the approval for repair shall be determined solely by PL Custom.

Unapproved structural repairs and/or repairs performed by other than PL Custom will void the structural warranty.

PL Custom Emergency Vehicles reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

### **EXCLUSIONS AND LIMITATIONS:**

This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.



## Lifetime Electrical Warranty

Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the PL Custom supplied electrical equipment as listed below, are sound and free of all defects of both materials and workmanship, for the life of the vehicle or 100,000 miles whichever occurs first, providing it remains in possession of the original purchaser and is in operation by said purchaser.

This electrical equipment includes; body door post switches, all wire terminals and crimps, main vehicle wiring harness and battery harness cables, relays, rocker switches, automatic/manual reset circuit breakers, voltmeter, all terminal strips, PL installed electrical connections and power distribution panel.

Items not covered under this warranty are alternators, batteries, light bulbs, belts and normal wear, maintenance and consumable items. Batteries and alternator systems are covered by their representative chassis warranties.

The above warranty is transferable upon remount of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom. Charges for this inspection will apply.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL Custom also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alterations of the original parts or adjustments by customer or third parties. If any such conditions exist, this warranty shall become void and unenforceable.

PL Custom Emergency Vehicles, reserves the unrestricted right, at any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

### **EXCLUSIONS AND LIMITATIONS:**

This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- PL Custom will not extend any warranty for customer or dealer provided components
- PL Custom is not responsible for warranty on any components provided and installed by the dealer prior to delivery to the customer.
- PL Custom is not responsible for normal wear and tear and/or periodic maintenance and consumable items.
- The vehicle chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.
- V-MUX components and systems are covered under separate warranties.

Remount of body to new chassis performed by other than PL Custom will void electrical warranty.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.



## PL Custom / V-Mux Warranty



Subject to the provisions, limitations, and conditions set forth in this warranty, PL Custom Emergency Vehicles, hereby warrants to each original purchaser only, that the PL Custom ambulance supplied with V-MUX electrical equipment is sound and free of all defects of both materials and workmanship, for the time frames listed below:

- 6000 Hercules, 6060 HC, 6030 8x16 nodes: 10 years parts, 10 years Labor from Weldon
- 6240 Series-Vista IV Display Screen: 5 years parts, 5 years labor from Weldon
- 6310-0000-12/14 Switch Controllers: 10 years parts, 10 years labor from Weldon
- 6311-0x00-00 Smart SWITCH Module: 10 years parts, 10 years labor from Weldon
- 6400-0000-00 Gateway Node: 10 years parts, 10 years labor from Weldon
- 6500-0000-00 Camera: 1 year parts, 1 year labor from Weldon
- 0R13-0614-00 Temp Sensor :1 year parts, 1 year labor from Weldon
- 0U10-0715-00VFD 2 Line Display: 1 year parts, 1 year labor from Weldon

This warranty is separate from and in addition to the PL Custom Lifetime, 100,000-Mile Electrical Warranty that includes the following (non V-MUX) components: body door post switches, all wire terminals and crimps, main vehicle wiring harness and battery harness cables, relays, automatic/manual reset circuit breakers and PL-installed (V-MUX) electrical connections and power distribution panel.

The above warranty is transferable upon remount of body to new chassis, providing the work is performed by PL Custom. In the case of the sale of the vehicle, the warranty is transferable to the new owner, providing that an inspection of the vehicle is performed by PL Custom. Charges for this inspection will apply.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser, and is not an item covered by this warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL Custom also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers in the area. This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, and alterations of the original parts or adjustments by customer or third parties. If any such conditions exist, this warranty shall become void and unenforceable.

Remount of body to new chassis performed by other than PL Custom will void VMux electrical warranty.

PL Custom Emergency Vehicles reserves the unrestricted right, at

any time, to make changes in the design of and/or improvements on its products without thereby imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

### **EXCLUSIONS AND LIMITATIONS:**

This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and relied upon him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any non-conforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.

- Note that components manufactured by others and installed by PL Custom shall be covered by representative warranties.
- The vehicle chassis, chassis components, and applicable body of cab will be warranted in accordance with the standard chassis warranty policy by the manufacturer, normal or extended.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.



## Ambulance Paint Warranty

### **10-YEAR PAINT LUSTRE AMBULANCE WARRANTY**

Subject to the provisions, limitations and conditions set forth in this warranty, PL Custom Emergency Vehicles hereby warrants to each original purchaser only, that the paint system as supplied by Akzo Nobel and applied by PL Custom shall be free of paint specific defects for 10 years or 100,000 miles from the date the vehicle is delivered, providing it remains in possession of the original purchaser and is operation by said purchaser.

The Akzo Nobel/PL Custom paint system is a base coat/clear coat system applied according the paint manufacturers technical specifications.

The limited warranty provided herein shall extend to the following properties of the paint system:

- Delamination from the substrate
- Loss of gloss or color retention
- Cracking or checking of the paint film
- Paint failure caused by defective Akzo Nobel Products

***Dissimilar Metals Corrosion or Crevice Corrosion is NOT covered by the 10 year paint warranty, it is covered under a separate 5-year warranty.***

The above paint system warranty is transferable upon remount of body to new chassis, providing the work is performed by PL Custom

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by PL Custom and shall be performed solely at PL Custom or a repair facility designated by PL Custom.

This warranty is conditioned upon normal use and reasonable maintenance of such equipment. PL also requires prompt written notice of all defects to PL Custom or one of its then authorized dealers.

This warranty covers defects not resulting from misuse, negligence, accident, abnormal wear and tear, exposure to corrosive agents, and alteration of the original parts or adjustments by customer or third party. If any such conditions exist, this warranty shall become void and unenforceable.

### **5-YEAR CREVICE CORROSION/ DISSIMILAR METALS WARRANTY**

As evidence of our commitment to quality and customer satisfaction, PL Custom offers a 5-Year Crevice Corrosion/ Dissimilar Metals Corrosion Warranty. This warranty covers your vehicle for a period of up to 5 years and/or 60,000 miles whichever occurs first against Crevice Corrosion and Dissimilar Metals Corrosion for the time frames as described below.

#### **WARRANTY COVERAGE**

1. For 3 years or 36,000 miles, from the original delivery date, your vehicle will be covered 100% by our Crevice Corrosion/Dissimilar Metals Corrosion Warranty.
2. For the 4th year or up to 48,000 miles PL Custom will offer a warranty covering 50% of the repair cost for Crevice Corrosion and Dissimilar Metals Corrosion
3. For the 5th year or up to 60,000 miles PL Custom will offer a warranty covering 25% of the repair cost for Crevice Corrosion and Dissimilar Metals Corrosion.

#### **CLAIM PROCEDURE**

Should a vehicle show evidence of a paint problem, the owner should contact the Dealer/Salesperson. The Dealer/ Salesperson will contact PL Custom Emergency Vehicles to report the corrosion concern and to schedule an inspection. No repairs will be authorized without an inspection or estimate in advance.

The process and terms for repair will be as per the warranty reimbursement policy and procedures.

PL Custom Emergency Vehicles assumes no responsibility for special, incidental or consequential damages including but not limited to lost time, inconvenience, and loss of profits which are not recoverable expenses.

***The following exclusions apply to the PL Custom offered paint and/or crevice corrosion warranties and are not covered:***

1. Paint stripes or repaints added by dealer or customer post vehicle delivery from PL Custom.
2. Paint coating defects caused by customer, dealer or aftermarket add-ons after vehicle delivery.
3. Paint problems caused by customer, dealer or aftermarket application or removal of vehicle graphics, including vinyl decal materials and shields.

*Continued*



## Ambulance Paint Warranty

### WARRANTY EXCLUSIONS AND LIMITATIONS

*Continued*

- 4.** The painting, alteration, repair or equipment replacement of a customer vehicle by a facility not approved in advance by PL Custom Emergency Vehicles.
- 5.** Physical damage to the vehicle from an accident or act of God.
- 6.** Paint failures resulting from neglect, misuse or abuse to the vehicle.
- 7.** The use of a PL vehicle for other than designed intent and purpose.
- 8.** Lettering and graphics not installed by PL Custom.
- 9.** Exposure to severe environmental or chemical conditions such as acid rain, excessive road salt, calcium chloride or other chemicals used on road surfaces.
- 10.** Failure of customer to provide normal, regular, and customary care for the vehicle paint finish. This includes, but is not limited to, routine washing and cleaning of areas exposed to environmental elements and chemicals as listed above.
- 11.** The expense of any transportation to or from such repair facility to obtain warranty coverage shall be the responsibility of the purchaser/owner of the vehicle. This includes all labor, fuel, tolls, food, and costs for lodging if required.
- 12.** Product finishes not manufactured by PL Custom such as the Chassis, mirrors or hardware finishes. O.E.M paint finishes carry the chassis manufacturer's paint warranties and are not covered by PL Custom.
- 13.** Damage caused by abrasive polishes, cleaning agents, aggressive mechanical wash systems or foreign objects.
- 14.** ECK material is applied during the manufacture of PL products and must be replaced in the event that lights, trim or any exterior hardware has been removed or replaced. Failure to re-apply the ECK material will void both the 10-Year PL Paint Warranty and the 5-Year Crevice Corrosion/Dissimilar Metals Paint Warranty.
- 15.** This manufacturer's warranty is provided in place of any and all other representations or express or implied warranties including without limitation any warranty of merchantability and/or fitness for use for a particular purpose. Buyer acknowledges that no other representations were made to him and that this warranty contains the exclusive remedies with respect to any failure of the products to conform to the warranties given above or as to any injury or damage arising from any nonconforming products. No person is authorized to make any representations of warranty on behalf of PL Custom or any of its distributors other than set forth in this manufacturer's warranty. Your right to service and replacement of parts on the terms expressly set forth herein are your exclusive remedies and neither the manufacturer nor any of its distributors shall be liable for damages, whether ordinary incidental or consequential.
- 16.** This paint warranty applies to newly manufactured ambulances. It does not cover ambulance body remounts.

PL Custom reserves the right to change alter or modify its warranty policy as deemed necessary without prior notice. Warranty start date is effective as of the delivery date of the unit. Documentation will be provided in the owner's manual and in the PL customer records.



## **PURCHASE AGREEMENT**

### **FOR PL CUSTOM AMBULANCE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between South Florida Emergency Vehicles, LLC of Fort Myers, FL, hereinafter referred to as “SFEV”, and the Village of North Palm Beach of Florida, hereinafter referred to as the “PURCHASER”.

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and SFEV hereby agrees to sell and furnish to Purchaser (1) one PL Custom Emergency Vehicles Medium Duty ambulance (SFEV is authorized Florida dealer) and various brand EMS equipment according to the SFEV proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Full payment is due upon delivery of the ambulance to the fire department and is **subject to the pricing terms detailed on Page 2 of the SFEV proposal**. The final price is not determinable until PL Custom secures the VIN # and production schedule from Freightliner for the chassis. The Purchaser will issue the purchase order using the MGRP (Maximum Guaranteed Retail Price) as detailed in the pricing terms on Page 2 of the SFEV / PL Custom proposal. The final price is guaranteed not to exceed the MGRP.
3. **DELIVERY:** The ambulance and equipment being purchased hereunder shall be delivered to Purchaser at 560 US 1 North Palm Beach, FL within approximately 365 days after PL Custom receives the Freightliner chassis. Delivery dates may be extended if delays are beyond PL Custom or SFEV’s control, including without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain a chassis, materials, or services.

4. PL CUSTOM / SFEV WARRANTIES: SFEV provides a 1-year warranty on the install portion only of any equipment supplied and installed by SFEV. The equipment supplied by SFEV will be covered under the manufacturer's warranty for each item. PL Custom's warranties list will accompany this purchase agreement and SFEV proposal.
5. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations, or other instruments issued by Purchaser, SFEV may take full possession of the ambulance and equipment or of the piece or pieces upon which the default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the ambulance and equipment up to the date of taking possession by SFEV.
6. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
7. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of SFEV and the order is accepted by PL Custom Emergency Vehicles.
8. INSURANCE: SFEV shall provide insurance insuring the ambulance and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury until the final delivery is made to the Purchaser.
9. GENERAL: This agreement and the SFEV proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the SFEV proposal attached hereto. No alteration, modification, amendment or change of this agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect, and in all other respects by the laws, statutes, and decisions of the State of Florida. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly, or indirectly, based upon contract, tort, or other theory of law shall lie in the Palm Beach County Courts, North Palm Beach, Florida, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by SFEV, PL Custom, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at SFEV and PL Custom.

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**South Florida Emergency Vehicles**

By David Stonitsch

Title - President

Sign - \_\_\_\_\_

Date - \_\_\_\_\_

**Village of North Palm Beach of Florida**

(print name) \_\_\_\_\_

Title - \_\_\_\_\_

Sign - \_\_\_\_\_

Date - \_\_\_\_\_

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**Accepted at PL Custom Body and Equipment Co., Inc.**

By: Chad Newsome

Title – National Sales Manager

Sign - \_\_\_\_\_

Date - \_\_\_\_\_