



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 13, 2022
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/85677466013?pwd=VkRyN1JQbTRLaEY4d0VkUlhQankrUT09>

Meeting ID: 856 7746 6013

Passcode: 179725

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 856 7746 6013

Passcode: 179725

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held December 9, 2021

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

2. **1ST READING OF ORDINANCE 2022-03 – CODE AMENDMENT – ADVISORY BOARD ELECTRONIC PARTICIPATION** Consider a motion to adopt on first reading Ordinance 2022-03 amending Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances by amending Section 2-1, "Boards and Committees," to allow for Board and Committee members to participate and vote via electronic means.
3. **PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-01 – CODE AMENDMENT – FRACTIONAL HOME OWNERSHIP** Consider a motion to adopt and enact on second reading Ordinance 2022-01 amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances to incorporate a definition of Fractional Ownership and expressly prohibit Fractional Ownership Units and Time-Share Units in the Village's Residential Zoning Districts.
4. **PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-02 – CODE AMENDMENT – PARKING CITATION PROCEDURE** Consider a motion to adopt and enact on second reading Ordinance 2022-02 amending Article III "Stopping, Standing and Parking", of Chapter 18, "Motor Vehicles and Traffic"; of the Village Code of Ordinances to update the Village's regulations and formalize the parking citation procedure.

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.

5. Receive for file Minutes of the Environmental Committee meeting held 10/4/21.
6. Receive for file Minutes of the Environmental Committee meeting held 11/1/21.
7. Receive for file Minutes of the Planning Commission meeting held 11/9/21.
8. Receive for file Minutes of the Audit Committee meeting held 12/15/21.

OTHER VILLAGE BUSINESS MATTERS

- 9. MOTION** – Authorizing the Village Manager to execute the required forms for participation in the Florida Plan for allocation of settlement dollars from opioid related litigation.
- 10. RESOLUTION – PROSPERITY VILLAGE PUD FINAL PLAT APPROVAL** Consider a motion to adopt a proposed resolution approving a final plat for the Prosperity Village Planned Unit Development; and authorizing the Mayor to execute the final plat on behalf of the Village.
- 11. RESOLUTION – IAFF COLLECTIVE BARGAINING AGREEMENT** Consider a motion to approve a Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. through September 30, 2024; and authorizing the Village Manager to execute the Agreement.
- 12. RESOLUTION – CIVIL CITATIONS** Consider a motion to adopt a proposed resolution designating the sections of the Village Code to be enforced by Civil Citation and establishing a fine schedule; and repealing Resolution No. 2009-52 and Resolution No. 2010-41 in their entirety.
- 13. DISCUSSION** – Building Recertification
- 14. DISCUSSION** – Parking regulations related to the storage of utility trailers and the restriction of on-street parking near Lakeside Park (Code Sections 18-34.1, 18-35, 18-35.1).
- 15. DISCUSSION** – ARPA Funds Allocation

COUNCIL AND ADMINISTRATION MATTERS

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
DECEMBER 9, 2021**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Deborah Searcy, Vice Mayor
Mark Mullinix, President Pro Tem
David B. Norris, Councilmember
Susan Bickel, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Tammy Held, Deputy Village Clerk

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

AWARDS AND RECOGNITION

The Village Council accepted a prestigious award for the Country Club being named a “Distinguished Golf Destination” by Boardroom Magazine, in partnership with Forbes Travel Guide. Tom Fitzgerald, Managing Director at Distinguished Golf Destinations presented the award and stated that the Country Club was evaluated based on conditions, service and overall experience. They also found staff and management to be very impressive. In addition to the award, Country Club General Manager Beth Davis, Head Golf Professional Allan Bowman, Golf Course Superintendent Cory Adams and Farmer’s Table Chef Michael Schenk were awarded individually for their contributions to the Country Club’s success.

APPROVAL OF MINUTES

The Minutes of the Special Session held November 18, 2021 were approved as written.

STATEMENTS FROM THE PUBLIC

Karen Marcus, 920 Evergreen Drive, along with members of the Environmental Committee thanked the Council and Village staff for the Community Garden. Mayor Aubrey commented that the Community Garden was very impressive and encouraged residents to stop by.

Fane Lozman, 5101 North Ocean Drive, distributed a handout to Council and asked them to review the Village Manager’s texts with Lisa Interlandi in regard to a trespass affidavit.

STATEMENTS FROM THE PUBLIC *continued*

Mr. Lozman also expressed his disappointment with how the Village cited his floating home at Little Munyon Island.

Ryan Nagel, 136 Cruiser Road South, discussed his concerns regarding plans for a proposed apartment complex at 200 Yacht Club Drive and expressed his opposition towards the project.

Chris Ryder, 118 Dory Road South, expressed his thoughts about zoning density changes in regard to new housing developments and discussed concerns about how this may affect water usage in the future.

Deborah Cross, 2560 Pepperwood Circle, stated that she would like North Palm Beach to remain a family neighborhood and expressed concerns that high density development projects would change the quality of life and feel of the community.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

There were no ex-parte communications declared for the next two items.

ORDINANCE 2022-01 CODE AMENDMENT – FRACTIONAL HOME OWNERSHIP

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt on first reading Ordinance 2022-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES TO INCORPORATE A DEFINITION OF FRACTIONAL OWNERSHIP AND EXPRESSLY PROHIBIT FRACTIONAL OWNERSHIP UNITS AND TIME-SHARE UNITS IN THE VILLAGE'S RESIDENTIAL ZONING DISTRICTS; AMENDING SECTION 45-2, "DEFINITIONS," AND SECTION 45-36, "GENERAL PROVISIONS;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Jeremy Hubsch gave a presentation regarding fractional ownership properties and time-share units within the Village's residential zoning districts. Mr. Hubsch explained the potential negative impacts on the Village and why fractional ownership units and time-share units should be prohibited.

Mayor Aubrey opened the public hearing on the Fractional Home Ownership ordinance.

Deborah Cross, 2560 Pepperwood Circle South, expressed that she agreed with prohibiting fractional home ownership.

There being no further comments from the public, Mayor Aubrey closed the public hearing.

Vice Mayor Searcy asked what would happen to the existing properties that were for sale for fractional ownership and questioned if the ordinance was broad enough to counter a potential disruption to the market.

ORDINANCE 2022-01 CODE AMENDMENT – FRACTIONAL HOME OWNERSHIP
continued

Mr. Rubin explained that it was an evolving process and that the status of specific properties would need to be addressed in the future.

Mayor Aubrey had a question about procedures and asked what would prevent a group of people or several family members from buying a property and creating a fractional ownership.

Discussion ensued between Council and Mr. Rubin regarding the language in the ordinance and how it may pertain to properties registered as an LLC or corporation. There was concern whether the definition of fractional home ownership in the ordinance would be specific enough to include the types of ownership schemes it was intended to prohibit.

Councilmember Norris stated that the current wording of the ordinance would not prevent fractional home ownership to properties registered as an LLC or corporation because everyone would be considered an owner of the entity and would have rights under their operating agreement to utilize the property.

The Council came to a consensus to have Mr. Rubin add additional language in regard to how the ordinance would pertain to properties registered as an LLC or corporation.

Therefore, the motion to adopt on first reading Ordinance 2022-01 as amended passed unanimously.

ORDINANCE 2022-02 CODE AMENDMENT – PARKING CITATION PROCEDURE

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt on first reading Ordinance 2022-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "STOPPING, STANDING AND PARKING," OF CHAPTER 18, "MOTOR VEHICLES AND TRAFFIC," OF THE VILLAGE CODE OF ORDINANCES TO UPDATE THE VILLAGE'S REGULATIONS AND FORMALIZE THE PARKING CITATION PROCEDURE; AMENDING SECTION 18-34.1, "VEHICLE, TRAILER OR BOAT PARKING PROHIBITED UPON PAVED OR UNPAVED AREA OF ROAD RIGHT-OF-WAY OF SPECIFIC ROADWAYS," TO ALLOW FOR DAILY ENFORCEMENT OF THE RESTRICTIONS IN SUBSECTION (B); REPEALING SECTION 18-36, "PARKING IN VIOLATION OF SIGNS," SECTION 18-37, "VIOLATIONS; FINES – HANDICAP SPACES," AND SECTION 18-38, "SAME – NON-HANDICAP SPACES," AND ADOPTING A NEW SECTION 18-36, "STOPPING, STANDING AND PARKING IN SPECIFIED AREAS," SECTION 18-37, "PARKING CITATION PROCEDURE," SECTION 18-38, "FINES," AND SECTION 18-39, "PARKING SPACES FOR THE PHYSICALLY DISABLED;" AMENDING ARTICLE II, "BOAT LAUNCHING AREA," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," BY REPEALING SECTION 5-38, "VIOLATION; PENALTY;" 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 standardize the Village's procedures for the issuance of parking citations and expand the Village's enforcement authority. Mr. Rubin discussed what the ordinance would accomplish stating that it would expand restrictions on parking on rights-of-way in the vicinity of Lakeside Park. Enforcement of such restrictions would occur on a daily basis in lieu of only weekends and holidays. The ordinance would also provide

ORDINANCE 2022-02 CODE AMENDMENT – PARKING CITATION *continued*

for general prohibitions against parking on a sidewalk within any intersection or crosswalk, on a bicycle path, within a marked fire lane or anywhere there is a sign that says “no parking.” The ordinance would set forth standard parking citation procedures and allow for the issuance of citations by a Park Ranger. The ordinance would also provide procedures for the payment of fines, the assessment of delinquent fines and a method for challenging a parking citation before the Special Magistrate. A provision was also added to allow fines that remain unpaid to be referred to collections. Mr. Rubin stated that fines for violations in regard to the boat ramp and launch area was removed from the fine schedule. A proposed fine schedule for all civil and parking citations would be presented at the first Council meeting in January.

Mayor Aubrey opened the public hearing on the Parking Citation ordinance.

Eric Hewko, 761 Dory Road, expressed his concerns about the restrictions of the parking citation ordinance. Mr. Hewko did not feel that his street was affected by people parking there to go to Lakeside Park, and concerned about his own guests not being able to park in the swale in front of his home with the proposed restrictions. Mr. Hewko urged the Council to have further discussions about the ordinance or vote to reject it.

John Samadi, 512 Marlin Road, expressed his concerns about the Council creating restrictions in order to exclude non-residents from having access to Lakeside Park.

There being no further comments from the public, Mayor Aubrey closed the public hearing.

Mr. Mullinix expressed concern about precluding residents or their guests from parking in front of their homes on the swale.

Mr. Lukasik explained that the language in the code was broadly written, however the intent of the ordinance was meant to focus on the adjacent areas surrounding Lakeside Park. Mr. Lukasik stated that the parking pass system would be a way to accommodate residents who have a need for visitors to park in front of their home, and stated that Council may revise the language in the ordinance to further clarify parking enforcement.

Council discussion ensued regarding the language of the ordinance and how to properly enforce it. The Council suggested that Mr. Rubin revise the ordinance’s language by removing certain streets that were not affected, and to include verbiage regarding the resident parking pass and to revise the language amending Section 18-34.1 in regard to parking restrictions.

Mr. Rubin proposed to move forward with addressing the parking citation procedural issues and suggested that the Council could remove Section 18-34.1 from the ordinance. Mr. Rubin stated he would revise the language and bring Section 18-34.1 and other areas of concern back before the Council as a separate ordinance.

A motion was made by Vice Mayor Searcy and seconded by Councilmember Norris to delete Section 18-34.1 from the ordinance. Thereafter, the motion to adopt on first reading Ordinance 2022-02 as amended passed unanimously.

CONSENT AGENDA APPROVED

Items 5, 7, and 8 were removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent agenda, as amended was approved unanimously. The following items were approved:

Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2022 Budget to include two additional part-time Solid Waste Refuse Collector positions.

Receive for file Minutes of the Police and Fire Pension Board meeting held 8/10/21.

Receive for file Minutes of the Golf Advisory Board meeting held 10/25/21.

Receive for file Minutes of the Recreation Advisory Board meeting held 11/9/21.

Receive for file Minutes of the Waterways Board meeting held 11/17/21.

RESOLUTION 2021-96 – AMENDMENT TO ARBORICULTURAL SERVICES CONTRACT AT THE NORTH PALM BEACH COUNTRY CLUB

A motion was made by Councilmember Norris and seconded by President Pro Tem Mullinix to adopt Resolution 2021-96 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

John Samadi, 512 Marlin Road, questioned why the amendment was necessary to the arboricultural contract. Mr. Samadi stated that there was no quantitative way to measure compensation and questioned why it was not discussed in the original scope of the contract.

Head Golf Professional Allan Bowman explained that there was a change in the scope of the project due to discovering trees on the golf course that were rotting and had to be removed.

Thereafter, the motion to adopt Resolution 2021-96 passed with all present voting aye.

RESOLUTION 2021-98 – AMENDMENT TO CONTRACT FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt Resolution 2021-98 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH J.W. CHEATHAM LLC FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS TO MODIFY THE SCOPE AND INCREASE THE COST; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2021-98 – AMENDMENT TO CONTRACT FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS *continued*

President Pro Tem Mullinix expressed concern in regard to the \$10,000 cost estimate for irrigation listed in the contractor’s proposal. Mr. Mullinix questioned if there was an irrigation specialist on Village staff who could potentially do this portion of the work for less money.

Public Works Director Chuck Huff stated that there was an irrigation specialist on staff, however he tried to keep all costs inclusive to the project.

John Samadi, 512 Marlin Road, asked why this amendment was not part of the original contract and questioned the necessity and cost benefit of the project.

Thereafter, the motion to adopt Resolution 2021-98 passed with all present voting aye.

RESOLUTION 2021-99 – LEGISLATIVE AND EXECUTIVE AGENCY ADVOCACY SERVICES

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt Resolution 2021-99 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BALLARD PARTNERS, INC. FOR PROFESSIONAL LOBBYING SERVICES AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; WAIVING THE VILLAGE’S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik stated that Ballard Partners, Inc. reduced the cost amount of the contract from \$72,000 to \$60,000.

Councilmember Norris declared a voting conflict and did not participate in the discussion or vote.

Thereafter, the motion to adopt Resolution 2021-99 passed 4-0, with Mayor Aubrey, Vice Mayor Searcy, President Pro Tem Mullinix, and Councilmember Bickel voting aye.

OTHER VILLAGE BUSINESS MATTERS

PRESENTATION - UTILITY UNDERGROUNDING MASTER PLAN AND FEASIBILITY STUDY

Brett Johnson from Kimley Horn gave a presentation regarding plans to underground overhead utility lines throughout the Village and discussed the overall potential cost impact. Mr. Johnson discussed the various phasing sequences beginning in 2023 and anticipated completion in 2036. Costs were broken down by contingency, projected inflation, phases and line items. The total cost was projected at \$206 million. Mr. Johnson discussed grant funding that could help offset projected costs.

Council discussion ensued regarding the potential costs.

Mr. Lukasik explained that the purpose for the study was to provide Council with the data, however the next step would be to look into different funding options with financial consultants to see how they can offset the projected cost of the project.

PRESENTATION – TWIN CITY MALL MARKET ANALYSIS

Kim DeLaney from Treasure Coast Regional Planning Council, Tom Lavash from WTL+a Real Estate and Economic Advisors and Tom Moriarity from Retail and Development Strategies, LLC gave a presentation and conducted a market analysis and financial feasibility study for the Twin City Mall property located at the southwest corner on U.S. 1 and Northlake Boulevard. The purpose of the study was to determine what new uses would be economically viable at the location and what type of development plan would be needed to attract investment to the site and to develop a regulatory plan, or zoning code, that would be financially feasible for future investors. The economic consultants reviewed demographics, economic profiles, and real estate market conditions as part of their analysis. Next steps in the process would be to select development scenarios, initiate financial feasibility analysis, prepare a summary of findings and schedule a staff workshop and final presentation.

RESOLUTION 2021-100 – QUASI-JUDICIAL PROCEDURES

A motion was made by President Pro Tem Mullinix and seconded by Vice Mayor Searcy to remove Resolution 2021-100 from the table. Thereafter, the motion to remove Resolution 2021-100 from the table passed unanimously.

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt Resolution 2021-100 entitled;

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING PROCEDURES APPLICABLE TO QUASI-JUDICIAL PROCEEDINGS BEFORE THE VILLAGE COUNCIL AND PLANNING COMMISSION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin discussed additional language that was added to expand the definition of an interested person in regard to quasi-judicial proceedings. The definition was expanded to include persons who may not reside or own a business within 500 feet of the property, or who would suffer a negative effect to a protected interest as a result of the quasi-judicial application. Mr. Rubin further explained that procedures were modified to allow the Community Development Director to verify interested person status and allow community associations to represent multiple interested persons within the same community. An additional change was made to allow the Village Council or Planning Commission to make decisions if they wish to continue the proceeding.

John Samadi, 512 Marlin Road, expressed that he found a sentence in the resolution confusing which stated that the adoption of the resolution was in the best interests of the residents and citizens of the Village of North Palm Beach. Mr. Samadi suggested that it would be more clear to only use the word residents instead of citizens.

Vice Mayor Searcy questioned how much time the applicant, staff, and any interested person would have to give their presentation. Mr. Rubin stated they would be limited to 20 minutes.

Thereafter, the motion to adopt Resolution 2021-100 passed unanimously.

DISCUSSION – LAKESIDE PARK PARKING PASS SYSTEM

Director of Leisure Services Zak Sherman gave a presentation regarding implementing a parking pass system at Lakeside Park. Mr. Sherman explained there was a parking shortage at Lakeside Park, particularly on weekends and holidays which has created an impact on the surrounding neighborhood. Over 80 percent of the volume can be attributed to vehicles registered to non-Village residents. Mr. Sherman discussed ways to reduce the parking congestion by eliminating on-street parking in the surrounding neighborhood and accommodating more resident parking. Staff proposed free annual permits for residents and paid annual permits for non-residents. Each year, the dashboard placards would need to be reissued. Additionally, a Park Ranger has been hired to help educate patrons and enforce the rules.

Chris Ryder, 118 Dory Road South, expressed his approval of the proposed parking pass system, but had concerns about the Village potentially giving up grant money. Mr. Ryder stated that the parking should be split evenly between residents and non-residents, however he would like to also see discussion about issues raised by residents on a higher priority.

Ryan Nagel, 136 Cruiser Road South, expressed his approval with the idea of non-residents paying for parking but suggested they also sign a liability waiver. Mr. Nagel stated that Lakeside Park was situated within a neighborhood, that was different from other Village parks.

Councilmember Bickel proposed an idea to have the majority of the parking spots marked for Village residents which would require the free parking pass, and to leave a few spots available to allow non-residents to park without having to pay. Councilmember Bickel stated that non-residents parked in marked resident spots should have to pay a significantly higher fine if they violate the rules.

Council discussion ensued about how many resident and non-resident parking spots there should be.

Bob Silvani, 100 Cruiser Road South, stated there should not be as much focus about how many parking spots were available for residents and non-residents. The focus should be about the residents having the ability to access the park and non-residents should have to pay a fee for use.

Mayor Aubrey expressed concern about limiting access to the park, but would like to try to resolve the parking issues.

Vice Mayor Searcy expressed concern about the loss of grant funds for future projects if Lakeside Park became private.

The Council directed staff to research how a parking pass system might affect future grant opportunities for park projects.

COUNCIL AND ADMINISTRATION MATTERS

Mr. Rubin discussed communications received from the Attorney General's office in regard to whether the Council had any interest participating in an ongoing opioid litigation. There would not be a cost to participate and the Village could potentially receive between four and eight thousand dollars per year over the next ten years. Any funds received would be required to go towards addressing the opioid crisis through education, training, or prevention programs.

COUNCIL AND ADMINISTRATION MATTERS *continued*

Vice Mayor Searcy inquired if it could potentially cost the Village more than four thousand dollars of staff time hours.

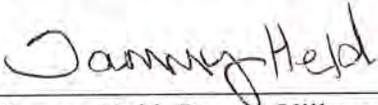
Police Chief Jenkins said that it could and stated he was in favor of receiving funding, but had concerns about spending more money in staff education than we may receive.

Mr. Rubin explained that a Memo of Understanding could be executed detailing more specifics and informed the Council that they could decide to opt-out of the litigation at a later date.

A motion was made by Councilmember Bickel and seconded by Vice Mayor Searcy to participate in the opioid litigation, however Mr. Rubin will do further research and bring back documents for discussion in January.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 10:37 p.m.



Tammy Held, Deputy Village Clerk

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 13, 2022

SUBJECT: **ORDINANCE 1st Reading – Amending Section 2-1 of the Village Code to allow board and committee members to participate and vote via electronic means.**

Section 2-1 of the Village Code of Ordinances sets forth the procedures applicable to all Village boards and committees. Section 2-1(f)(8) of the Village Code currently requires all board and committee members to attend meetings in person and prohibits them from participating as a member or voting on any matter by telephone, video conferencing, or any other electronic means.

Due to the ongoing COVID-19 pandemic, the Village has been providing for public (and Councilmember) participation in public meetings through a video conferencing platform. While Florida law still currently requires that a quorum be physically present for all board and committee meetings subject to the Government in the Sunshine Law, Staff is recommending that the Council adopt the attached Ordinance amending Section 2-1 of the Village Code to allow board and committee members who are unable to be physically present to participate and vote on matters before the board or committee via electronic means.

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

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 2-1 of the Village Code of Ordinances to allow board and committee members to participate and vote via electronic means.

1
2
3 **ORDINANCE NO. _____**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
5 PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF
6 CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES
7 BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO ALLOW FOR
8 BOARD AND COMMITTEE MEMBERS TO PARTICIPATE AND VOTE VIA
9 ELECTRONIC MEANS; PROVIDING FOR CODIFICATION; PROVIDING FOR
10 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
11 EFFECTIVE DATE.

12 WHEREAS, Section 2-1 of the Village Code of Ordinances, setting forth the procedures for Village
13 boards and committees, currently requires members to attend all meetings in person and prohibits them
14 from participating or voting on any matter by telephone, video conferencing, or other electronic means;
15 and

16
17 WHEREAS, in response to the ongoing COVID-19 pandemic, the Village has been utilizing a video
18 conferencing platform to allow for virtual participation by Councilmembers and members of the public,
19 and the Village Council wishes to extend this option to board and committee members to the extent
20 permitted by Florida law; and

21
22 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the
23 public health, safety and welfare.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
26 NORTH PALM BEACH, FLORIDA as follows:

27
28 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

29
30 Section 2. The Village Council hereby amends Article I, "In General," of Chapter 2,
31 "Administration," of the Village Code of Ordinances as follows (additional language is underlined and
32 deleted language ~~stricken through~~):

33
34 **Sec. 2-1. Boards and committees.**

35
36 * * *

- 37
38 (f) *General provisions.* Members of village boards and committees:
39
40 (1) Shall serve at the pleasure of the village council and may be removed with
41 or without cause by a vote of the village council;
42
43 (2) Shall be a resident of the village and maintain residency in the village
44 during the term of appointment (unless waived by the village council) and
45 meet such other eligibility requirements as may be established by the
46 village council;
47

- 1 (3) Shall not hold any employment or office in village government or any
 2 contractual relationship with the village;
 3
 4 (4) Shall serve on only one village board or committee where membership on
 5 two boards or committees would violate the constitutional dual office-
 6 holding prohibition;
 7
 8 (5) Shall not appear before the board or committee on which they serve or the
 9 village council as an agent or attorney on behalf of any person or entity;
 10
 11 (6) Shall not have or hold any employment or contractual relationship that
 12 will create a continuing or frequently recurring conflict between their
 13 private interests and the performance of their public duties or that would
 14 impede the full and faithful discharge of their public duties; and
 15
 16 (7) Shall not initiate any grievance or complaint against any person appearing
 17 before the board or committee on which they serve without the approval
 18 of the village manager; ~~and.~~
 19
 20 ~~(8) Shall attend all meetings in person and shall not participate as a member~~
 21 ~~of any board or committee or vote on any matter by telephone, video~~
 22 ~~conferencing, or any other electronic means.~~

23 * * *

24
 25
 26 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
 27 Village of North Palm Beach.

28
 29 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
 30 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
 31 shall not affect the remainder of this Ordinance.

32
 33 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict
 34 herewith are hereby repealed to the extent of such conflict.

35
 36 Section 6. This Ordinance shall take effect immediately upon adoption.

37
 38 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

39
 40 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2022.

41
 42
 43 (Village Seal)

44 _____
 45 MAYOR

46 ATTEST:

47 _____
 48 VILLAGE CLERK
 49

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4

5

6

VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Jeremy Hubsch, Community Development Director

DATE: January 13, 2022

SUBJECT: **ORDINANCE 2nd Reading** – Ordinance Prohibiting Time Share Units and Fractional Ownership properties within the Village's Residential Zoning Districts

Based on concerns raised by residents, the Village Council directed the Village Attorney to draft an Ordinance prohibiting fractional ownership properties within the Village's residential zoning districts. A fractional ownership unit is similar to a time-share unit, which is defined by the Village Code as "a dwelling unit in which the right of use or occupancy circulates among various persons for specific periods of time less than one (1) year in accordance with a fixed time schedule." The Village Code currently restricts time-share units to the following three commercial zoning districts: the C-MU US-1 Mixed Use Zoning District, the C-NB Northlake Boulevard Zoning District, and the C-3 Regional Business District. While time-share units are not specifically prohibited within the Village's residential zoning districts, according to the principles applicable to the interpretation of municipal ordinances, the specific inclusion of a permitted use in one district generally means that the use is prohibited in other zoning districts where not specifically listed.

Fractional ownership v. time-shares:

The Code does not currently address the fractional ownership of real property, which differs slightly from time-share units. Fractional ownership of residential property is an emerging trend in which shares of ownership rights to a property are sold to multiple buyers, thus providing each buyer an ownership interest and the right to use the property for a certain period of time. Although this model effectively operates similarly to a time-share, fractional ownership typically conveys actual ownership rights instead of a right to use of the property for a certain period of time only, and also divides a property into fewer fractions than a typical time-share arrangement. In a typical fractional ownership scheme, the fraction of ownership may directly correlate to the amount of time the owner is permitted to use and/or occupy the dwelling unit, whereas in a typical time-share scheme, the customer typically buys only the rights to use the property for a set period of time.

Impacts of transient uses on established neighborhoods:

Both time-shares and fractional ownership negatively impact and undermine the stability of established residential neighborhoods by introducing transient uses and the adverse impacts typically associated with such uses. The introduction of time-share units and fractional ownership properties within established neighborhoods can disturb the quiet enjoyment of the residents of the neighborhood and create numerous secondary impacts, including noise, loss of privacy, traffic, parking and a greater

demand on public services. Fractional ownership further reduces the number of available housing units from the housing market for long-term residents to utilize and can adversely impact future development, redevelopment, safety and property maintenance as a result of the complexities associated with the incongruent and changing objectives, intents and goals of multiple owners. While the impacts of both time-shares and fractional ownership are similar to vacation rentals and community (recovery) residences, the Village is cannot prohibit these uses pursuant to state and federal law.

Proposed revisions to the Village Code (updated):

On first reading, Staff had proposed amending Section 45-2 of the Village Code to provide the following definition for the term fractional ownership:

Fractional ownership shall mean shared ownership of a property, entitlement to ownership rights of a property, entitlement to use a property, or possession of property through any means whereby an owner of the property or fraction thereof, receives ownership rights in, or the right to use, the property for a period of time less than one (1) full year within a two (2) year period.

At its December 9, 2021 meeting, the Village Council adopted the Ordinance on first reading but expressed concerns as to whether the definition was expansive enough yet sufficiently tailored to target the types of ownership schemes it is intended to prohibit. Having performed additional research and given the matter further consideration, Staff is now proposing to amend Section 45-2 to incorporate the following definitions:

Fractional ownership shall mean the occupancy or use of a dwelling unit by co-owners pursuant to a fractional ownership plan for any length of time. Fractional ownership includes direct ownership in a property as well as indirect ownership through a corporation, limited liability company or other entity holding title to the property.

Fractional ownership plan means an arrangement whether by tenancy in common, sale, deed or any other means, whereby the purchaser or co-owner receives an ownership interest and the right to use the property for a specific and discernible period through time-based division.

As discussed above, the Village Code already defines a time share unit as “a dwelling unit in which the right of use or occupancy circulates among various persons for specific periods of time less than one (1) year in accordance with a fixed time schedule.”

The Ordinance also amends Section 45-36 of the Village Code to add a new subsection (V) to read as follows:

V. *Time-share units and fractional ownership.*

Time-share units and the fractional ownership of any parcel of real property shall be prohibited in all residential zoning districts. Such prohibition shall not include community residences or vacation rentals as defined and regulated in this chapter.

Planning Commission:

At its November 9, 2021 meeting, the Planning Commission reviewed the original version of the proposed Ordinance at a public hearing and voted to recommend approval to the Village Council.

The attached Ordinance has been prepared by the Village Attorney and reviewed for legal sufficiency.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance prohibiting time share units and fractional ownership properties within the Village's Residential Zoning Districts.

1 create numerous secondary impacts, including noise, loss of privacy, traffic, parking and a greater
2 demand on public services; and

3
4 WHEREAS, fractional ownership further reduces the number of available housing units from the
5 housing market for long-term residents to utilize; and

6
7 WHEREAS, fractional ownership can adversely impact future development, redevelopment, safety
8 and property maintenance as a result of the complexities associated with the incongruent and changing
9 objectives, intents and goals of multiple owners; and

10
11 WHEREAS, as required by Section 21-12 of the Village Code of Ordinances, the Village’s Planning
12 Commission conducted a duly advertised public hearing on this Ordinance and provided its
13 recommendation to the Village Council; and

14
15 WHEREAS, the Village Council determines that the adoption of this Ordinance benefits the public
16 health, safety and welfare of the residents of the Village of North Palm Beach.

17
18 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
19 NORTH PALM BEACH, FLORIDA as follows:

20
21 Section 1. The foregoing “Whereas” clauses are hereby ratified and incorporated herein.

22
23 Section 2. The Village Council hereby amends Article I, “In General,” of Appendix C (Chapter
24 45), “Zoning,” of the Village Code of Ordinances by amending Section 45-2 to read as follows
25 (additional language underlined):

26
27 **Sec. 45-2. Definitions.**

28
29 For the purposes of this Code, certain words and terms are defined as follows:

30
31 * * *

32
33 Fractional ownership shall mean the occupancy or use of a dwelling unit by
34 co-owners pursuant to a fractional ownership plan for any length of time. Fractional
35 ownership includes direct ownership in a property as well as indirect ownership
36 through a corporation, limited liability company or other entity holding title to the
37 property.

38
39 Fractional ownership plan means an arrangement whether by tenancy in
40 common, sale, deed or any other means, whereby the purchaser or co-owner receives
41 an ownership interest and the right to use the property for a specific and discernible
42 period through time-based division.

43
44 * * *

45
46 Time-share unit is a dwelling unit in which the right of use or occupancy
47 circulates among various persons for specific periods of time less than one (1) year in
48 accordance with a fixed time schedule.

1 Section 3. The Village Council hereby amends Article III, "District Regulations," of Appendix
2 C (Chapter 45), "Zoning," of the Village Code of Ordinances by amending Section 45-36 to read as
3 follows:
4

5 **Sec. 45-36. General provisions.**
6

7 The provisions of this article shall be subject to the following provisions and
8 exceptions:
9

10 * * *

11
12 V. Time-share units and fractional ownership.
13

14 Time-share units and the fractional ownership of any parcel of real property
15 shall be prohibited in all residential zoning districts. Such prohibition shall not include
16 community residences or vacation rentals as defined and regulated in this chapter.
17

18 Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the
19 Village of North Palm Beach, Florida.
20

21 Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
22 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
23 holding shall not affect the remainder of the Ordinance.
24

25 Section 6. All ordinances or parts of ordinances in conflict with this Ordinance are hereby
26 repealed to the extent of such conflict.
27

28 Section 7. This Ordinance shall become effective immediately upon adoption
29

30 PLACED ON FIRST READING THIS _____ DAY OF _____, 2021.
31

32 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
33 2021.
34
35

36 (Village Seal)

MAYOR

37
38
39 ATTEST:
40

41 _____
42 VILLAGE CLERK
43
44

45 APPROVED AS TO FORM AND
46 LEGAL SUFFICIENCY:
47

48 _____
49 VILLAGE ATTORNEY

**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: January 13, 2022

SUBJECT: **ORDINANCE 2nd Reading** – Ordinance adopting formal parking citation procedures and updating the parking regulations

Article III of Chapter 18 of the Village Code generally regulates parking throughout the Village. As authorized by Section 316.008, Florida Statutes, the Village may regulate or prohibit stopping, standing and parking on streets and highways within its jurisdiction through the exercise of its police powers. The purpose of the attached Ordinance is to standardize the Village's procedures for the issuance of parking citations and expand the Village's enforcement authority.

The proposed Ordinance accomplishes the following:

- Provides for general prohibitions against stopping, parking and standing (except when necessary to avoid conflict with other traffic or in compliance with the directions of a law enforcement officer or traffic control device) in the following areas:
 - On a sidewalk or in such a manner that any part of the vehicle is protruding over the sidewalk;
 - Within any intersection or crosswalk;
 - On a bicycle path or exclusive bicycle lane;
 - Within a marked fire lane; and
 - Within any area where a sign or other traffic control device (including signals, markings and devices placed or erected by the Village for the purpose of regulating, warning or guiding motor vehicles and traffic) prohibits standing, stopping or parking.
- Adopts standard parking citation procedures and allows the issuance of citations for any Code provision regulating parking, including those applicable within Village parks (including the boat launching area at Anchorage Park) and registered vacation rentals.
- Allows for the issuance of citations by a law enforcement officer, a code enforcement officer or a park ranger.
- Provides procedures for the payment of fines, the assessment of delinquent fees, and a method for challenging a parking citation before the Village's Code Enforcement Special Magistrate.

- Allows fines that remain unpaid to be referred for collection to a collection agency designated by the Village.

The Ordinance specifically provides that the issuance of a parking citation is an additional and supplemental means of enforcing the Village Code and shall not prohibit the enforcement of the Village's Codes and Ordinances by any other means. The Ordinance also incorporates the statutory provisions applicable to parking in spaces reserved for the physically disabled, for which the fine is established by statute at \$250.00.

The Ordinance removes the fines for violations of Section 5-33 (requiring vehicles using the boat ramps at Anchorage Park to have a Village launch sticker) and Section 5-35 (parking at the boat launch area) set forth in Section 5-38 of the Village Code so that these fines may be adopted (and modified) by resolution of the Village Council. Village Staff will be bringing back a proposed fine schedule, along with the fine schedule for code enforcement civil citations, at the first Village Council meeting in January.

Update:

On December 9, 2021, the Village Council adopted the Ordinance on first reading subject to the removal of the section amending Section 18-34.1 of the Village Code of Ordinances governing the parking restrictions in the vicinity of Lakeside Park. The reference to Section 18-34.1 has been removed from the Ordinance and this section will be brought back before the Village Council in a separate ordinance.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance adopting formal parking citations procedures and updating the parking regulations set forth in Chapter 18 of the Village Code of Ordinances.

1 **ORDINANCE NO. 2021-_____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING ARTICLE III, "STOPPING, STANDING
5 AND PARKING," OF CHAPTER 18, "MOTOR VEHICLES AND TRAFFIC," OF
6 THE VILLAGE CODE OF ORDINANCES TO UPDATE THE VILLAGE'S
7 REGULATIONS AND FORMALIZE THE PARKING CITATION PROCEDURE;
8 REPEALING SECTION 18-36, "PARKING IN VIOLATION OF SIGNS," SECTION
9 18-37, "VIOLATIONS; FINES – HANDICAP SPACES," AND SECTION 18-38,
10 "SAME – NON-HANDICAP SPACES," AND ADOPTING A NEW SECTION 18-36,
11 "STOPPING, STANDING AND PARKING IN SPECIFIED AREAS," SECTION 18-
12 37, "PARKING CITATION PROCEDURE," SECTION 18-38, "FINES," AND
13 SECTION 18-39, "PARKING SPACES FOR THE PHYSICALLY DISABLED;"
14 AMENDING ARTICLE II, "BOAT LAUNCHING AREA," OF CHAPTER 5,
15 "BOATS, DOCKS AND WATERWAYS," BY REPEALING SECTION 5-38,
16 "VIOLATION; PENALTY;" PROVIDING FOR CODIFICATION; PROVIDING
17 FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR
18 AN EFFECTIVE DATE.

19
20 WHEREAS, the Village of North Palm Beach, as a duly organized Florida municipality,
21 possesses the Home Rule Authority conferred upon it by the Florida Constitution and Chapter 166,
22 Florida Statutes; and

23
24 WHEREAS, Section 316.008, Florida Statutes, authorizes municipalities, with respect to streets
25 and highways under their jurisdiction and within the reasonable exercise of their police powers, to
26 regulate or prohibit stopping, standing and parking; and

27
28 WHEREAS, the Village Council wishes to amend Article III, "Stopping, Standing and
29 Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinance to: provide
30 additional regulations applicable to parking, stopping and standing; update and formalize the Village's
31 parking citation procedures and extend such procedures to all Village Code provisions regulating
32 parking; and provide for the establishment of all fines by resolution of the Village Council (including
33 the removal of fines currently set forth in Chapter 5 of the Village Code); and

34
35 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best
36 interests of the residents of the Village of North Palm Beach.

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
39 NORTH PALM BEACH, FLORIDA as follows:

40 Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are
41 incorporated herein.

42
43
44 Section 2. The Village Council hereby amends Chapter 18, "Motor Vehicles and Traffic," of the
45 Village Code of Ordinances by amending Article III, "Stopping, Standing and Parking," to read as
46 follows (additional language is underlined and deleted language is ~~stricken through~~):
47

~~Sec. 18-36. — Parking in violation of signs~~

~~It shall be unlawful, when signs have been erected giving notice thereof, to stop, stand or park a vehicle in violation of signs regulating or prohibiting the stopping, standing or parking of vehicles.~~

Sec. 18-36. Stopping, parking and standing prohibited in specified areas.

No person shall stop, park or leave standing a motor vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a law enforcement officer or traffic control device:

- (1) On a sidewalk or in such a manner that any part of the vehicle is protruding over a sidewalk;
- (2) Within any intersection or crosswalk;
- (3) On a bicycle path or exclusive bicycle lane;
- (4) Within a marked fire lane; and
- (5) Within any area where a sign or other traffic control device (including signals, markings and devices placed or erected by the village for the purpose of regulating, warning or guiding motor vehicles and traffic) prohibits standing, stopping or parking.

~~Sec. 18-37. — Violations; fines — Handicap spaces.~~

~~The fine for stopping, standing or parking in handicap parking spaces in violation of F.S. sections 316.1955, 316.1956 shall be in the amount of one hundred dollars (\$100.00).~~

~~Sec. 18-38. — Same — Non-handicap spaces.~~

~~The fine for stopping, standing and parking a vehicle in violation of provisions, other than handicap parking provisions, of this article shall be in the amount of twenty-five dollars (\$25.00).~~

Sec. 18-37. Parking citation procedure.

(a) Any violator of the provisions of this article or any other code provision regulating parking within the village, including but not limited to Section 5-33, Section 5-35, Section 20-5, and Section 45-40(c)(4), may be notified of said violation by the issuance of a citation to the operator of the vehicle or the attachment of the citation to the vehicle by a law enforcement officer, code enforcement officer or in the case of violations at village parks, a park ranger.

1
2 (b) Payment of the parking fine may be made at the police department
3 within the timeframe specified on the citation.

4
5 (c) If the violator does not pay the citation within the specified time frame,
6 the village shall assess a delinquent fee

7
8 (d) Persons wishing to challenge the issuance of a parking citation may
9 request a hearing before the village’s code enforcement special magistrate within the
10 timeframe specified on the citation. A request for a hearing or the failure to pay fine
11 amount and, if applicable, delinquent fee constitutes a waiver of the right to pay the
12 amount of the civil penalty indicated on the citation and subjects the person to whom
13 a citation is issued to a fine of up to up \$150.00 plus administrative costs incurred by
14 the village (except for fines for disabled parking violations which shall not exceed
15 \$250.00 plus administrative costs incurred by the village).

16
17 (e) If the specified fine, delinquent fee, and/or administrative costs are not
18 paid by the time set forth for payment, the entire amount may be referred for collection
19 to a collection agency designated by the village.

20
21 (f) The issuance of parking citations constitutes an additional and
22 supplemental means of enforcing the provisions of the village code and shall not
23 prohibit the village from enforcing its codes or ordinances by any other lawful means.

24
25 **Sec. 18-38. Fine schedule.**

26
27 With the exception of parking in spaces designated for the physically disabled,
28 for which in the penalty is specified in section 18-39, the village council shall adopt
29 by resolution a fine schedule and delinquent fee for the violations specified in Section
30 18-37(a).

31
32 **Sec. 18-39. Parking spaces for the physically disabled**

33
34 (a) The provisions of Sections 316.1955—316.1959, 316.1964 and
35 316.1967, Florida Statutes, are specifically incorporated herein by reference, and the
36 village is empowered to enforce such provisions.

37
38 (b) A violation of Section 316.1955, Florida Statutes, shall be deemed a
39 civil infraction, the fine for which shall be \$250.00. The penalties set forth herein are
40 nonexclusive and may be imposed in addition to or in lieu of any other penalties set
41 forth in Florida Statutes.

42
43 Section 3. The Village Council hereby amends Article II, “Boat Launching Area,” of Chapter 5,
44 “Boats, Docks and Waterways,” of the Village Code of Ordinances by repealing Section 5-38 (deleted
45 language is ~~stricken through~~):

46
47 **Sec. 5-38.—Violation; penalty.**

1 ~~Violation of any provision of section 5-33, Designated; use restricted~~
2 ~~or section 5-35, Vehicle/trailer parking in designated areas; permits required, shall~~
3 ~~result in a civil fine of fifty dollars (\$50.00) for a first offense and one hundred dollars~~
4 ~~(\$100.00) for any subsequent violation.~~
5

6 Section 4. The provisions of this Ordinance shall become and be made part of the Code of
7 Ordinances for the Village of North Palm Beach, Florida.
8

9 Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
10 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
11 holding shall not affect the remainder of the Ordinance.
12

13 Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
14 herewith are hereby 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 _____, 2021.
19

20 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
21 2022.
22

23
24
25 (Village Seal)

MAYOR

26
27
28 ATTEST:
29

30 _____
31 VILLAGE CLERK
32

33 APPROVED AS TO FORM AND
34 LEGAL SUFFICIENCY:
35

36 _____
37 VILLAGE ATTORNEY



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee

MINUTES

Osborne Park

Monday, October 4, 2021
6:00 pm

1. Call to Order: Chairperson Marcus called the meeting to order at 6:04 pm.
2. Roll Call:
 - Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Ellen Allen, Camille Carroll, Kendra Zellner
 - Also Present: Andy Lukasik, Village Manager; Jeremy Hubsch, Community Development Director
3. The Minutes of the September 13, 2021 regular meeting were approved.
4. Public Comments: None.
5. Urban Garden:
 - a. The grant application was approved by the state.
 - b. Input on preliminary layout:
 - i. Kendra's cousin is master gardener and available to visit the site Monday, October 11 after 3pm.
 - ii. Chairperson Marcus will contact Jenny for her availability on Monday as well.
6. Lakeside Berm:
 - a. The Village has an approved contract to begin work this month, which will include restoration of the top of the berms with some lower profile plantings, relocation of some of the Sea Oats and dune restoration by the northern crossover.
7. Residential Code:
 - a. Jeremy Hubsch, Len Rubin and Andy Lukasik met with the Ad Hoc Committee to discuss their proposed recommendations for Council consideration relating to the zoning in progress, which addresses the bulk and mass of new residential development. The proposed recommendations will also address the percentage of impervious surfaces on the property.
 - b. Ad Hoc Committee recommendations will be presented to Council at a Special Council Meeting on Oct. 11.

8. Speaker Series:
 - a. Katie from Loggerhead Marinelife Center will speak on October 23 at 10:00 am in the ballroom.
 - b. Light refreshments will be served.

9. Car Charging Stations:
 - a. FPL EVolution Program:
 - i. Village is moving forward with two separate pod-charging stations at no charge.
 - ii. Anticipate completion towards the end of the year.
 - iii. Committee questioned whether the stations would include Tesla adaptors. Andy Lukasik will contact FPL for answer.
 - b. Electrify America:
 - i. Andy Lukasik will contact them.

10. Prosperity Village Vegetation Removal Permit:
 - a. Jeremy Hubsch stated that at the October 4 Special Magistrate Hearing, the Village requested the developer pay \$5,000 per illegally removed Oak tree. The Special Magistrate upheld the Village's request for \$15,000 total.
 - b. The developer's revised plan includes a preserve area and one (1) Oak tree per property as well as a few other trees per property.
 - c. The revised plan will be presented for Council consideration at the October 28 Council Meeting.
 - d. Andy Lukasik stated that staff will need to begin working on a tree code.

11. Natural Shoreline Protection Code Language:
 - a. Andy Lukasik stated that staff will need to begin working on the language.

12. Ban on Plastics - Business Promotion – incentives for elimination of single use plastics:
 - a. Draft House – Andy Lukasik will contact the owner.

13. Golf Course Ponds – Littoral Planting Plans:
 - a. No update yet.

14. Anchorage Park Clean Up events:
 - a. No future events planned right now.
 - b. Committee mentioned a possible Reef Institute Peanut Island snorkel clean-up or yoga on paddleboard clean-up.

15. Fane Lozman Floating Structure Update:
 - a. Andy Lukasik stated that the structure is currently located on his submerged lands on Little Munyon Island and close to Singer Island.
 - b. The Departments of Justice and Environmental Protection took him to court and the judge requested continued negotiations towards a resolution.
 - c. When in violation of Village code, we have the ability to impound/tag the structure.
 - d. Fane Lozman will attend the October 14 Council meeting.

16. Next meetings: the next meeting will be on November 1, 2021 at 6:00 pm in the Anchorage Park Building.

17. Adjournment: the meeting adjourned at 6:37 pm.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, November 1, 2021

6:00 pm

1. Call to Order: Chairperson Marcus called the meeting to order at 6:00 pm.
2. Roll Call:
 - Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Ellen Allen, Kendra Zellner
 - Absent: Camille Carroll
 - Also Present: Andy Lukasik, Village Manager; Debbie Searcy, Vice Mayor
3. Public Comments: None.
4. The Minutes of the October 4, 2021 regular meeting were approved.
5. Urban Garden:
 - a. Layout - white picket fence with 12 small and one large bed for the Library.
 - b. Andy Lukasik stated that Public Works is prepping the site and will have the bulk of it completed by the end of next week.
 - c. Andy Lukasik stated that the grant application has not been approved.
 - d. Committee Recommendations During Resident Sign-Up:
 - i. Village waiver for participants to sign.
 - ii. Discuss the need for a board.
 - iii. Participants need to tell us what they are willing to be responsible for and what they plan to grow.
 - e. Andy Lukasik will ask Ed Cunningham to email the interested parties with an organization meeting date.
6. Lakeside Park Berm:
 - a. Andy Lukasik stated that Katherine has been treating along the fence line and supposed to start the rest of her vegetation removal in late November or early December.
 - b. Resident Chris Ryder, 118 Dory Road S., commented that if the Village plans to raise the height of the berm, it should match the height of the sea wall.
 - c. The committee mentioned that the height will not be changed. However, the sea oats will be replaced with groundcover.

7. Residential Code – the Zoning in Progress agenda item was approved by Village Council at the October 28 meeting.
8. Speaker Series:
 - a. January 22 – The Reef Institute.
 - b. Chairperson Marcus offered to contact Farmer’s Table for available dates.
9. Fane Lozman Floating Structure:
 - a. Andy Lukasik stated that the floating structure is still in Village waterways.
 - b. Andy Lukasik, Len Rubin and Lisa Interlandi will meet to discuss next steps.
 - c. Resident Chris Ryder, 118 Dory Road S., questioned legislation regarding floating structures and whether Palm Beach County has updated their ordinance to include designated non-anchorage areas.
 - d. Karen Marcus mentioned that Palm Beach County recently updated their vessel and floating structure ordinances.
10. Car Charging Stations:
 - a. Andy Lukasik mentioned that he approved the FPL permit application and they will begin installation soon.
 - b. Andy Lukasik stated that FPL will not provide adapters.
11. Ban on Plastics - Business Promotion – incentives for elimination of single use plastics:
 - a. Andy Lukasik stated that Ed Cunningham will contact The Draft House for a feature article in the newsletter.
12. Natural Shoreline protection; code language:
 - a. Andy Lukasik stated that he will initiate discussion with the Waterways Advisory Board regarding the utilization of Geo tubes and then schedule a joint meeting with the two committees.
 - b. Chairperson Marcus mentioned that she will invite Chuck Huff and Chad Girard to tour Loggerhead Marinelife Center to observe the drainage system.
 - c. Chairperson Marcus offered to take photos during the tour for discussion at the next meeting.
13. Earman River Catch Basin Traps:
 - a. Andy Lukasik stated that catch basin traps are being considered for the FY2022-2023 budget.
14. Golf Course Ponds – Littoral Planting Plans:
 - a. Andy Lukasik stated that he is working with Jeff Atwater on strategies for appropriations from the state to address water quality issues on the golf course. Specifically the ponds spilling out into the Intracoastal and the need for improved water management.
 - b. Andy Lukasik added that appropriate littoral plantings will help improve water quality.
15. Golf Course Crocodile:
 - a. The committee mentioned that Crocodiles are drawn to fresh water, are non-aggressive and eat birds and fish.

- b. Andy Lukasik mentioned that it roams the course.
- c. Andy Lukasik also stated that it is further north than usual.

16. Clean Up Events:

- a. The committee stated that the Reef Institute will host a clean up on November 20 at Peanut Island that will include snorkeling, kayaking and water taxi clean-up.

17. Tree Ordinance:

- a. The committee recommended implementation of a residential tree removal/replacement ordinance.
- b. The committee agreed to place this discussion item on the next meeting agenda.

18. Dark Sky Ordinance:

- a. The committee agreed to place this discussion item on the next meeting agenda.

19. Next meetings: the next meeting will be on December 6, 2021 at 6:00 pm in the Anchorage Park building.

20. Adjournment: the meeting adjourned at 7:00 pm.



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY NOVEMBER 9, 2021**

Present:

Cory Cross, Chairman
Donald Solodar, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Kathryn DeWitt, Member
Scott Hicks, Member
Nathan Kennedy, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Alex Ahrenholz, Principal Planner

Council Member:

Susan Bickel

.....
I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

A. ROLL CALL

All members of the Planning Commission were present.

II. APPROVAL OF MINUTES

The Minutes of the October 5, 2021 Regular Meeting were approved as written.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

C. BOARD OF ADJUSTMENT

1. 113 Gulfstream Dock Variance

Application submitted by owners Allison and Stuart Haft for the installation of a 5 foot by 8.5 foot launching platform.

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Principal Planner Alex Ahrenholz presented the Staff's report and recommendation. The Applicant is requesting a variance to install a launch platform for their paddleboard and kayak. The variance is needed due to the unusual configuration of the seawall, which doesn't allow them to meet the set-back requirements as required by Code. Staff recommends approval based on the documentation the applicant has provided, and proposes the following condition to include in the development order.

1. Pier shall only be used for loading and unloading of vessels. In no instance shall vessels be stored on or adjacent to pier.

Mrs. Allison Haft, 113 Gulfstream Rd., spoke on behalf of her application.

The Chairman open the floor for public comment.

Mr. Kurt Winters, 112 Yacht Club Dr. #7, spoke in opposition to the variance.

Ms. Theresa Franscisco, 112 Yacht Club Dr. #5, spoke in opposition to the variance.

Mr. Richard Bergeron, 112 Yacht Club Dr. #2, spoke in opposition to the variance.

Ms. Debra Cross, 2560 Pepperwood Circle S., spoke in favor of the variance.

The Chairman closed the public comments.

The Planning Commissions members discussed whether the platform would be two-pile supported, or a floating platform. They expressed their support of the variance, with the conditions that it be used for non-motorized vessels and no storage of vessels on or adjacent to the pier.

Motion: Mr. Haigh moved to approve the application with Staff's conditions and the condition that it not be used for motorized vessels. Mr. Solodar seconded the motion, which passed 7-0.

A. SITE PLAN AND APPEARANCE REVIEW

1. 2021-2102 Truist Signage

Application submitted by Atlas Signs on behalf of Elaine and Jon Investments, LLC for replacement of existing signage.

Principal Planner Alex Ahrenholz presented the Staff's report and recommendation. At the February 2, 2021 Planning Commission meeting, signage was approved as both "BB&T" and "SunTrust" for a period of fifteen months as reflected in the corporate requirements of Truist. This was an effort to bring public awareness to the merger prior to the name change to Truist Bank. The update to the signage was anticipated at this meeting to be submitted by the end of 2021 for installation by 2022 when the 15-month timeframe was reached. The Truist signage is consistent in look and color with the national branding of the bank. The applicant is requesting a switch out of the building, monument and directional signs. The building sign will be completely removed and replaced in the same location with unilluminated, pin-mounted, channel letters. The monument sign will be a face change, removing the existing white box and replacing with the cabinet and Truist logo. Anchoring and fabrication details are included in the submittal documents for review. The color of all signage will be Truist Purple (Sherwin

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Williams #6552) consistent with the Truist national branding. Directional signs are currently blue and will be replaced in the same location with the same wording, but in the new corporate colors.

Staff recommends approval and proposes the following condition to include in the development order.

1. Shrubs shall be maintained at a minimum height of thirty (30) inches around the base of the monument sign.

The Planning Commissions members had no discussion regarding the signage.

Motion: Mr. Solodar moved to approve the application with Staff's recommendation that the shrubs shall be maintained at a minimum height of thirty (30) inches around the base of the monument sign. Ms. Dewitt seconded the motion, which passed 7-0.

2. **2021-1785 Master Sign Plan at 784 US Highway 1**

Application submitted by Signarama NPB on behalf of Steve Doran for the creation of a master sign program.

Principal Planner Alex Ahrenholz presented the Staff's report and recommendation. Records in the Village do not reflect any signage permits or previous approvals for this building, which has been around since the 1960's. However, it has been operating with uniform signage for many years, coordinated and approved by the property owner. With the submission of the latest tenant signage, the property owner was instructed to create a master sign program memorializing the signage that exists today and maintain the appearance for future administrative approval. The applicant submitted master sign criteria that matches the signs that are shown in the pictures of the existing building and the proposed signage for Pribramsky CPAs. The new signage is shown for reference and as example of tenant signage following the master sign program. This tenant will replace the existing "real estate" sign. The criteria includes plaques of dimensional acrylic, painted a gold color and written in serif font. Staff recommends approval and proposes no conditions.

The Planning Commissions members discussed whether the signs were in compliance with the master sign plan; and whether the signage on the windows is regulated in the master sign plan. The members expressed their gratitude for Staff getting the office building to submit a sign concept plan.

Motion: Mr. Hogarth moved to approve the sign concept as submitted. Dr. Kennedy seconded the motion, which passed 7-0.

B. RECOMMENDATIONS TO VILLAGE COUNCIL

1. **Fractional Ownership Ordinance**

Village Initiated Zoning Text Amendment to address fractional ownership and time-share operations of residential homes.

Minutes of Village Planning Commission Regular Meeting held on November 9, 2021

Community Development Director Jeremy Hubsch presented the recommendation to Village Council regarding the Village initiated Zoning Text Amendment to address fractional ownership and time-share operations of residential homes. He explained that the concept of fractional ownership is relatively new, but is starting to spread on the internet. A new company (Pacaso) is now selling 1/8 shares of vacation homes on the internet, including a home recently built on Lakeside Drive. Mr. Hubsch further explained that Fractional Ownership and Time Shares are not the same although they can operate similarly. Fractional ownership typically divides the property into fewer fractions and operates more like a vacation rental, whereas a time-share is more similar to a hotel. Both time-shares and fractional ownership can have negative impacts on established neighborhoods by introducing transient users into a neighborhood, which may create impacts like noise, loss of privacy, traffic, parking, and demand on public services. Fractional ownership also reduces the amount of available housing units for permanent residents, which is an issue in Palm Beach County. Fractional ownership can have similar effects on neighborhoods that vacation rentals or community (recovery) residences do. However, due to state and federal law, the Village is significantly limited in its ability to prohibit those uses. The Village has an opportunity to prohibit fractional ownership before being pre-empted by the Florida Legislature.

Mr. Hubsch introduced the proposed Ordinance which amends Section 45-2 of the Village Code to provide the following definition for the term fractional ownership:

Fractional ownership shall mean shared ownership of a property, entitlement to ownership rights of a property, entitlement to use a property, or possession of property through any means whereby an owner of the property or fraction thereof, receives ownership rights in, or the right to use, the property for a period of time less than one (1) full year within a two (2) year period.

The Ordinance also amends Section 45-36 of the Village Code to add a new subsection (V) to read as follows:

Time-share units and fractional ownership.

Time-share units and the fractional ownership of any property shall be prohibited in all residential zoning districts. Such prohibition shall not include community residences or vacation rentals as defined and regulated in this chapter.

The Chairman open the floor for public comment.

Mr. Robert Silvani, 100 Cruiser Rd. South, stated that the Lakeside Drive house in question is listed to the current owner who built it, and not to Pacaso.

Mrs. Debra Cross, 2560 Pepperwood Circle S., spoke in favor of the recommendation.

The Chairman closed the public comments.

The Planning Commissions members discussed what other communities have done to address the fractional ownership issue; whether we are moving too quickly to amend the Ordinance without knowing all the facts; whether the Lakeside Drive home could become a vacation rental if not allowed to be a fractional ownership; and how will the prohibition be enforced.

Motion: Mr. Solodar moved to recommend to Village Council to consider the Ordinance Prohibiting Time Share Units and Fractional Ownership Properties in the Village's Residential Zoning Districts. Dr. Kennedy seconded the motion, which passed 7-0.

2. 200 Yacht Club (Continued)

Application submitted by Urban Design Studios on behalf of Robbins NPB, LLC for the construction of 206 rental apartments and 1,500 SF of commercial.

Motion: Mr. Hogarth moved to continue the application to the December meeting. Mr. Hicks seconded the motion, which passed 7-0.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Zoning in Progress Ordinance has been adopted by Village Council, and will be in effect for six months from the October 28, 2021 meeting. An Ad Hoc Committee had been established to evaluate permanent code changes. A public workshop will be held on November 16th at 6:00 PM.
- The Quasi Judicial procedures will be more formalized in upcoming meetings as the Village Council will be involved in CMU Zoning and land development projects.
- Shore Drive Appeal will be coming before the Planning Commission again next month. The applicant is appealing the denial of the electric permit.

B. Commission Member Comments:

- Status of the US 1 bridge project, just north of Northlake Blvd.
- Status of the lane reduction project for US 1.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 7:51 PM.

Minutes typed by Jane Lerner

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VILLAGE OF NORTH PALM BEACH

DECEMBER 16, 2021

MEETING MINUTES-DECEMBER 15, 2021

Attending

COMMITTEE

Tom Andres

Ed Katz

Suzanne Mehregan

Marie Silvani

Tom Magill-Chairman

ABSENT

Don Kazimir-Prior Notice Received.

Dave Talley - " "

ADMINISTRATION

Andrew Lukasik- Village Manager

Samia Janjua- Finance Director

Allen Bowman- Golf Director

VILLAGE COUNCIL

Dr.Darryl Aubrey- Mayor

Mark Mullinix- Councilman

ITEMS DISCUSSED:

1, Meeting called to order at 530 PM.

2. Minutes of Previous Meeting were approved with Committee member name correction.

3i.. Discussion of Q4 2021 Year end Preliminary Data. PFM Client Management Report was discussed. Ms. Silvani observed that our fund performance was consistent with debt security market activity.

Village performance Data. Preliminary Final Result indicate a Net Revenue over Expense of \$1.878 Million for the General Fund. The Committee expressed its compliments to both Administration and Council for this performance.

The Enterprise Fund was buoyed by great performance in Golf operations reflected by a 111% increase in rounds played.. Both Revenue and Expense met Budget. Of particular note is the performance of the Farmers' Market Food and Beverage operations. Total Calendar year revenue thru September was \$3.37 million. This \$1.37 million past the \$2 million threshold for the Village to receive the negotiated level of income. Food and Beverage total revenue for FY 2021 was \$280K. Thru the first 2 month of FY 2022, revenue is \$62K.

Estimate of FY 2021 Unallocated Fund Balance is to remain at \$11,6 million.

This represents 34% of our total expenses of both the General and Enterprise Funds. For FY 2022. This percentage drops to 29.5.(Including both Enterprise and General Funds.) Discussion included some feeling that this may be too high. Our auditor has indicated that many communities in our area barely exceed 20% protection. Our next Audit activity will begin in late January and conclude in March.

4. At this juncture, Village Manager opened a dialogue with the Committee to seek comment on how best to employ the positive financial position of the Village to engaging in significant issues facing the Village. Of the immediate focus is the \$1.8 million surplus generated by increased Ad Valorem Revenue. After some discussion, the consensus of the Committee was to employ the bulk of these funds to Capital needs of the Village. On some projects Grants will b solicited.

The Manger will review the Village priorities and bring his outlook back to the Committee.

The meeting adjourned at 6:50 pm.

Tom Magill

Chairman

**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: January 13, 2022

SUBJECT: **MOTION** – Authorizing the Village Manager to execute the required forms for participation in the Florida Plan for allocation of settlement dollars from opioid related litigation.

Almost 100 Florida counties and municipalities, along with the State of Florida itself, have filed suit against numerous entities involved in the manufacturing, marketing, promoting, distributing and/or dispensing of opioids. The Florida Attorney General has presented counties and municipalities throughout the state with a Memorandum of Understanding providing a framework of a unified settlement plan ("Florida Plan") for the proposed allocation and use of opioid settlement proceeds. Participation in the Florida Plan by a large majority of Florida counties and municipalities will materially increase the amount of funds to Florida and will improve the state's relative bargaining position during additional settlement negotiations.

Assuming total participation for Florida counties and municipalities, the modeling shows that the Village's share of the proceeds could range from \$4,656.71 to \$8,648.18 per year for eighteen years. As discussed at the December Village Council meeting, the use of the settlement proceeds is limited to strategies, programming and services aimed at expanding the availability of treatment for individuals impacted by opioid abuse disorders or co-occurring substance use and mental health disorders. Approved uses include the purchase of Naloxone or other FDA-approved drugs to reverse opioid overdoses and expanded training for first responders. A complete list of approved uses is set forth in Exhibits A and B to the Memorandum of Understanding included as back up material.

In order to participate in the settlement, the Village Council would need to authorize the Village Manager to execute the required Participation Forms, also included as back up. While the State of Florida established a deadline of January 2, 2022 for submittal of the required forms, it now appears that this is a "soft" deadline. The Attorney General's goal is to maximize the number of participating counties and municipalities. Even if the deadline holds, the Village is still able participate moving forward.

There is no immediate fiscal impact.

Recommendation:

Village Staff requests Village Council approval a motion to authorize the Village Manager to execute the required forms for participation in the Florida Plan for allocation of settlement dollars from opioid-related litigation.

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

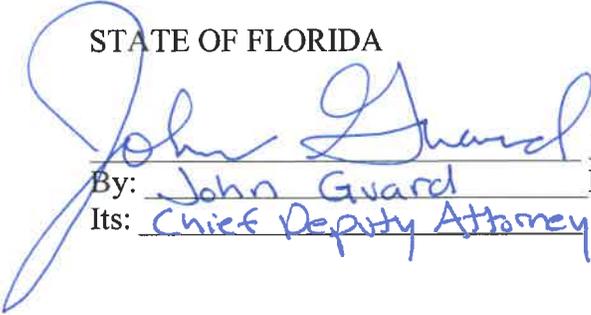
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with Janssen, dated July 21, 2021 (“National Janssen Settlement”) acting through the undersigned authorized official, hereby elects to participate in the National Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Janssen Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Janssen Settlement or pursuant to terms consistent with the National Janssen Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Janssen Settlement pertaining to Subdivisions as defined therein.
6. By agreeing to the terms of the National Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Janssen Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Janssen Settlement Agreement.
9. The Governmental Entity has the right to enforce the National Janssen Settlement as provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Janssen Settlement, including, but not limited to all provisions of Section IV (Release), of the Janssen Settlement and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Janssen Settlement shall be a complete bar to any Released Claim.
11. In connection with the releases provided for in the National Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether

through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Janssen Settlement.

12. Nothing herein is intended to modify in any way the terms of the National Janssen Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”), dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.
12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director;
Alex Ahrenholz, Principal Planner

DATE: January 13, 2022

SUBJECT: **RESOLUTION** - Final Plat approval for the Prosperity Village Planned Unit Development

The property owner, Prosperity Village Development LLC, has filed an application for final plat approval.

Background:

Through the adoption of Ordinance No. 2021-12 on November 18, 2021, the Village Council approved the Prosperity Village Planned Unit Development (PUD), site plan, and preliminary plat. As required by Section 36-14 of the Village Code of Ordinances, a subdivision must submit a final plat for review by the Planning Commission and Village Council. The final plat will approve the final iteration of all easements, site layout and lot sizes that may have changed as a result of conditions of approval or deviations necessary as a result of on-site construction.

Analysis:

There were no physical changes required by the Village Council or Planning Commission to amend site design after approval of the subdivision plan and preliminary plat. The Village Engineer and Village Attorney had comments to amend the wording of the easement dedications to reflect the condition of approval set forth in the Ordinance and ensure the consistency between the wording and physical layout. Seacoast Utility Authority additionally had comments to slightly amend the size and location of the easements being dedicated to them. All changes have been added to the final plat as requested.

The Planning Commission reviewed the Final Plat for the Prosperity Village PUD at its December 7, 2021 meeting and unanimously recommended approval.

There is no fiscal impact

Recommendation:

Village staff recommends Village Council consideration and approval of a Resolution adopting the final plat for the Prosperity Village PUD.

Attachments:

1. Final Plat of the Prosperity Village PUD

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FINAL PLAT FOR THE PROSPERITY VILLAGE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2021-12 (“PUD Ordinance”), the Village Council approved the Prosperity Village Residential Planned Unit Development on approximately 2.33 acres of vacant real property located on the west side of Prosperity Farms Road south of Allamanda Drive; and

WHEREAS, Section 6(J) of the PUD Ordinance and Section 36-14 of the Village Code require the developer to obtain final plat approval from the Village Council; and

WHEREAS, the Village Engineer has certified that the final plat is consistent with the requirements of Chapter 177, Florida Statutes, and the Village Code of Ordinances; and

WHEREAS, the Village’s Planning Commission reviewed the final plat at a public hearing held on December 7, 2021 and recommended approval of the plat; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the 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 final plat for the Prosperity Village Planned Unit Development, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor (and Planning Commission Chair) to execute the final plat on behalf of the Village.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

PROSPERITY VILLAGE

LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA
DECEMBER 2021 SHEET 1 OF 2

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT PROSPERITY VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "PROSPERITY VILLAGE", LYING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, VILLAGE OF NORTH PALM BEACH, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST PALM BEACH COUNTY FLORIDA, BEING ALL OF PARCELS 1, 2, 3 AND 4, AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 28339, PAGE 429, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, SOUTH 02°06'08" WEST, A DISTANCE OF 314.48 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4 AND TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID PARCEL 4, SOUTH 85°42'52" EAST, A DISTANCE OF 25.02 FEET TO THE NORTHEAST CORNER PARCEL 4; THENCE ALONG THE EAST LINE OF SAID PARCEL 4, SOUTH 02°06'08" WEST, A DISTANCE OF 351.74 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4; THENCE ALONG THE SOUTH LINES OF SAID PARCEL 4, 3 AND 2, NORTH 88°12'05" WEST, A DISTANCE OF 285.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE WEST LINES OF SAID PARCELS 3 AND 1, NORTH 02°06'08" EAST, A DISTANCE OF 354.75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 88°16'14" EAST, A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2, SOUTH 85°42'52" EAST, A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.319 ACRES OR 101,025 SQUARE FEET MORE OR LESS.

1) TRACT 1, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES, UTILITIES, DRAINAGE AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

AN EASEMENT OVER TRACT 1, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SANITARY SEWER FACILITIES, SAID LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNER OR OWNERS OF THE FEE SIMPLE INTEREST IN SAID LANDS, THEIR SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH OR THE SEACOAST UTILITY AUTHORITY.

2) TRACTS 2, 3 AND 4, AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

3) THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

4) THE SEACOAST UTILITY AUTHORITY (S.U.A.) SEWER EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR INSTALLATION, OPERATION AND MAINTENANCE OF SANITARY SEWER FACILITIES, SAID LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNER OR OWNERS OF THE FEE SIMPLE INTEREST IN SAID LANDS, THEIR SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH OR THE SEACOAST UTILITY AUTHORITY.

5) THE SEACOAST UTILITY AUTHORITY (S.U.A.) LIFT STATION EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR INSTALLATION, OPERATION AND MAINTENANCE OF LIFT STATION AND SANITARY SEWER FACILITIES, SAID LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNER OR OWNERS OF THE FEE SIMPLE INTEREST IN SAID LANDS, THEIR SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH OR THE SEACOAST UTILITY AUTHORITY.

6) THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

7) THE MAINTENANCE EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY FOR LANDSCAPE BUFFER PURPOSES. THE MAINTENANCE OF ALL BUFFER RELATED ITEMS LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

8) THE PARK EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY AS A PUBLICLY ACCESSIBLE EASEMENT. THE MAINTENANCE OF PARK RELATED ITEMS LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

9) THE OPEN SPACE PARK EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC BETWEEN SUNRISE AND SUNSET. THE MAINTENANCE OF OPEN SPACE PARK RELATED ITEMS LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE PROSPERITY VILLAGE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH.

IN WITNESS WHEREOF, PROSPERITY VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, DANIEL C. CATALFUMO, BY AND WITH THE AUTHORITY OF ITS MEMBERS, THIS _____ DAY OF _____, 2021.

PROSPERITY VILLAGE DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
PRINT NAME: _____

WITNESS: _____
PRINT NAME: _____

BY: _____
DANIEL S. CATALFUMO
MANAGER

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY DANIEL S. CATALFUMO AS MANAGER FOR PROSPERITY VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____



(SEAL)

SIGNATURE

(PRINTED NAME) - NOTARY PUBLIC

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 32781 AT PAGE 699 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, CCHC FUND I, LP, A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS GENERAL PARTNER COMMUNITY CAPITAL HOLDINGS, CORP., A FLORIDA CORPORATION, AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2021.

CCHC FUND I, LP
A DELAWARE LIMITED PARTNERSHIP

BY: COMMUNITY CAPITAL HOLDINGS, CORP.,
A FLORIDA CORPORATION
ITS GENERAL PARTNER

WITNESS: _____
PRINT NAME: _____

WITNESS: _____
PRINT NAME: _____

BY: _____
J. JACOB, PRESIDENT

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY J. JACOB AS PRESIDENT FOR COMMUNITY CAPITAL HOLDINGS, CORP., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____



(SEAL)

SIGNATURE

(PRINTED NAME) - NOTARY PUBLIC

TITLE CERTIFICATION

I, PETER HOLTON, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN PROSPERITY VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____

BY: _____
PETER HOLTON, ATTORNEY
FLORIDA BAR NO. 309818

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.'S") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.'S"), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE VILLAGE OF NORTH PALM BEACH FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF NORTH PALM BEACH.

DATE: _____

BY: _____
DAVID C. LIDBERG, P.S.M.
LICENSE NO. 3613
STATE OF FLORIDA

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT ARE RELATIVE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

2.) NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE OF NORTH PALM BEACH APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

3.) NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON THE PARK EASEMENT AND THE OPEN SPACE PARK EASEMENT WITHOUT THE CONSENT OF THE VILLAGE OF NORTH PALM BEACH.

4.) IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE THE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITY BEING DETERMINED BY USE RIGHTS GRANTED.

5.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6.) THIS INSTRUMENT WAS PREPARED BY RICHARD JEROME WILKIE, IN AND FOR THE OFFICES OF LIDBERG LAND SURVEYING, INC., 675 WEST INDIANTOWN ROAD, SUITE 200, JUPITER, FLORIDA 33458. TELEPHONE (561) 746-8454.

LEGEND / ABBREVIATIONS

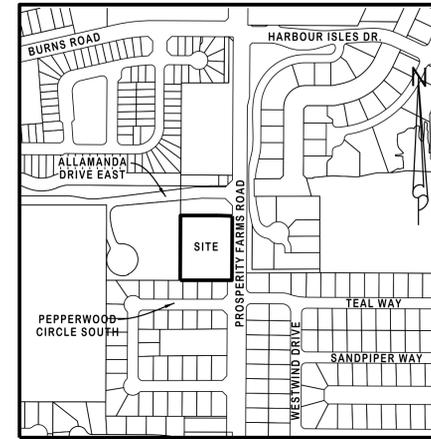
- | | | | |
|--------|-------------------------------------|------|-------------------------------------|
| C | = CENTERLINE | CB | = CHORD BEARING |
| C.M. | = CONCRETE MONUMENT | D | = DELTA |
| D.E. | = DRAINAGE EASEMENT | L | = LENGTH |
| FPL | = FLORIDA POWER & LIGHT | R | = RADIUS |
| FND. | = FOUND | N | = NORTH |
| I.R. | = IRON ROD | S | = SOUTH |
| M.E. | = MAINTENANCE EASEMENT | E | = EAST |
| NO. | = NUMBER | W | = WEST |
| O.R.B. | = OFFICIAL RECORD BOOK | N.E. | = NORTHEAST |
| P.B. | = PLAT BOOK | N.W. | = NORTHWEST |
| P.C.P. | = PERMANENT CONTROL POINT | S.E. | = SOUTHEAST |
| PG. | = PAGE | S.W. | = SOUTHWEST |
| PGS. | = PAGES | | |
| P.O.B. | = POINT OF BEGINNING | | |
| P.O.C. | = POINT OF COMMENCEMENT | | = LIMIT OF PARK EASEMENT |
| P.R.M. | = PERMANENT REFERENCE MONUMENT | | = LIMIT OF OPEN SPACE PARK EASEMENT |
| P.S.M. | = PROFESSIONAL SURVEYOR AND MAPPER | | |
| S.U.A. | = SEACOAST UTILITY AUTHORITY | | |
| U.E. | = UTILITY EASEMENT | | |
| Ⓢ | = SET MAG NAIL & DISK "PCP LB 4431" | | |



COMMUNITY CAPITAL HOLDINGS, CORP. SEAL



PROFESSIONAL SURVEYOR & MAPPER SEAL



VICINITY MAP

VILLAGE OF NORTH PALM BEACH APPROVAL

THIS IS TO CERTIFY THAT THE PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, IN AND BY RESOLUTION NO. _____, THIS _____ DAY OF _____, 2021.

BY: _____
DARRYL AUBREY, MAYOR

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE VILLAGE OF NORTH PALM BEACH HAS RECOMMENDED APPROVAL OF THIS PLAT THIS _____ DAY OF _____, 2021.

BY: _____
CORY CROSS, CHAIR

REVIEWING SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081 OF THE FLORIDA STATUTES AND SECTION 36-15 OF THE VILLAGE OF NORTH PALM BEACH CODE. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF MONUMENTS AT LOT/TRACT CORNERS.

DATED THIS _____ DAY OF _____, 2021

GARY M. RAYMAN, P.S.M.
LICENSE NO. LS 2633
STATE OF FLORIDA



VILLAGE OF NORTH PALM BEACH SEAL



REVIEWING SURVEYOR SEAL

LIDBERG LAND SURVEYING, INC.
LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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		DATE	06/24/2021
		DWG.	001-025P
		JOB	21-025-306

**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: January 13, 2022

SUBJECT: **RESOLUTION** – Approval of a Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, local 2928, IAFF ending September 30, 2024.

Village staff recommends Village Council adoption of a Resolution approving a Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF") which represents employees in the Fire Rescue Department. The contract will be effective upon 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:

Worker's Compensation:

- The time period for which an injured employee on Workers' Compensation will be carried at full pay is changed from 26 weeks to 6 pay periods (which is equivalent to 12 weeks), less any Workers' Compensation benefits. This change will create consistency between the IAFF and the PBA (police) contracts.
- Additionally, light duty assignment availability was clarified to reflect current operating procedures.

Pension:

- Pension benefits were increased to provide for a cap on retirement benefits from 75% to 80% of average final compensation.
- Increases to employee retirement contributions from 7% to:
 - 7.5% effective September 30, 2022,
 - 8.0% effective September 30, 2023, and
 - 8.5% effective September 30, 2024.
- 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.

Bereavement Leave:

- Paid leave for Bereavement was increased to three (3) consecutive shifts for loss of father, mother, spouse or child.
- This compares to what was the equivalent of two (2) consecutive shifts in the previous contract.

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).

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 each position by 3.79%. Each step beyond the minimum represents an increase of 3.5%.
 - For FY 2023 and FY 2024, the step plan increases the minimum wage for each position by 4%. 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.
- Employees will advance one step in the schedule on April 1 of each year if a successful performance review is attained.
- Employees hired within ninety (90) days prior to April 1 will not receive their first step increase until the following April 1.
- 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.

Cost Impacts:

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. The actuarial analysis completed during negotiations indicated that, in order to adequately fund the benefit enhancement, an increase in funding equivalent to 0.6% of the Fire/Rescue payroll would be required. Over the term of the contract, employee contributions to pension will increase 1.5%. 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 by approximately \$36,000. The anticipated cost of wages as a result of the contract is \$1,870,490.

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 the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF ending September 30, 2024.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. (“IAFF”) expired on September 30, 2021; and

WHEREAS, the Village and the IAFF have negotiated a new three-year Collective Bargaining Agreement, and the Village Manager recommends Council approval and ratification of the new Collective Bargaining Agreement; and

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement 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 and ratifies a new Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective upon ratification and shall expire on September 30, 2024.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

**PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF
PALM BEACH COUNTY, LOCAL 2928, IAFF, INC.**

10/1/21 to 9/30/24

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ARTICLE 1
PREAMBLE

1. This Agreement is entered into by and between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as the "VILLAGE" and the PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., hereinafter referred to as the "UNION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, hours, terms and conditions of employment.

**ARTICLE 2
RECOGNITION**

1. The VILLAGE recognizes the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., as the certified bargaining agent and exclusive representative of the bargaining unit defined in Certification No. 1259 granted by the Public Employees Relations Commission (PERC) on May 28, 1999, and as amended from time to time, for purposes of collective bargaining with respect to wages, hours, and/or terms and conditions of employment.
2. The term "employee" in this Agreement means those individuals employed by the VILLAGE in positions represented by the UNION regardless of membership in the UNION.

ARTICLE 3
VALIDITY

1. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the affected monetary provision(s) of this Agreement.

ARTICLE 4
WORKER'S COMPENSATION

1. The VILLAGE will carry Worker's Compensation coverage for all employees covered by this Agreement in accordance with the law.
2. No benefits or payment under this Article shall be made where the disability is self-inflicted, or the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or where drugs/alcohol are present at the time of the injury and are causally connected to the incident giving rise to the injury.
3. In the event of an on- the-job injury determined to be compensable under the provisions of the Workers' Compensation Act a regular full- time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. There is no supplemental pay during the pay period in which the employee returns to work. In order to be considered for this injury in line of duty benefit, the following conditions must be met:
 - A. The employee must provide written testimony or evidence that their injury was received in the line of duty. An injury received while the employee is attending a department approved school or training program shall be considered a line of duty injury.
 - B. Any employee who has a claim for compensation because of an injury on the job as described above shall file a claim, on the form provided by the VILLAGE, with the Fire Chief.
 - C. Any employee who is able to return to work after a job related injury shall be reinstated to their former job, provided the employee is qualified to perform all of the duties and responsibilities of their previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.
 - D. If the employee is unable to assume their former responsibilities, the employee shall have first preference to fill another Village Fire-Rescue position, if a vacancy occurs, and the employee qualifies for such position.
 - E. An employee with either a service connected injury/illness, non-service connected injury/illness or pregnancy who voluntarily offers to work light duty may be assigned to light duty at the discretion of the Fire Chief, provided there is light duty work to be

performed. An employee with a service-connected injury/illness or a pregnant employee who requests light duty will have priority in light duty assignment over employees with other non-service-connected injuries. The Village does not have mandatory, permanent, or temporary light duty assignments and light duty assignments will not be created or extended without a clear operational need. The light duties assigned to an employee must be approved by the employee's treating physician. Light duty assignments may be in Village departments other than the Fire/Rescue Department.

4. Employees shall immediately report to the VILLAGE any and all injuries which require treatment by a physician and which occur while on duty.
5. The VILLAGE shall have the right to conduct a post-accident drug test of any and all employees involved in a vehicular accident or other reportable incident which requires that any involved vehicle be towed from the scene of the accident or any involved individual receive medical treatment as a result of the vehicular accident or other reportable incident.

ARTICLE 5
HEALTH INSURANCE

1. The VILLAGE agrees to provide a health insurance plan to all Village employees. The VILLAGE agrees to pay one hundred percent (100%) of the medical, dental insurance premiums for the employee and eighty percent (80%) of the employee's dependent's medical, dental and hospitalization insurance for the medical, dental, plan with the lowest cost of the plans offered by the VILLAGE. If an employee chooses coverage under the medical, dental, with the higher cost, the employee shall be responsible for the difference in premium cost between the cheaper and more expensive plans. The VILLAGE shall apply all premium contributions paid by, or withheld from the employee to the cost of the employees' dependents' coverage. Insurance plans include prescription drug coverage. The benefits of these insurance plans shall be those set forth in the insurance master plan distributed to all employees.
2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty (30) days in the event that dependent coverage is no longer required due to a change in marital status or for any other reason. Should the employee not notify the VILLAGE of said change, the employee shall reimburse the VILLAGE for the amount paid for their dependent insurance coverage premium from the date of status change.
3. The VILLAGE retains the right to determine the insurance carrier or it may self-insure if it so desires. In any event, the VILLAGE shall offer the same plan of medical, dental, benefits to employees covered by this collective bargaining agreement as those benefits offered to all other employees of the VILLAGE.
4. The VILLAGE shall provide a life insurance policy to all employees in the bargaining unit with a benefit payable at the maximum level allowed by IRS regulations before imputing added employee compensation (currently \$50,000 or \$25,000 after age 70).

ARTICLE 6 PENSION

1. Retirement benefits for IAFF bargaining unit members are as set forth in Chapter 2, Article V, Division 4. of the Village Code of Ordinances.
2. The following amendments to benefits and contributions will take effect during the term of this Agreement: The 75% pension maximum monthly pension benefit cap will be increased to 80% of AME effective 10/1/2022.
3. Employee contributions will increase:
 - A. From 7% to 7.5% September 30, 2022
 - B. From 7.5% to 8 % September 30, 2023
 - C. From 8% to 8.5 % September 30, 2024
4. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty four (24) hours of administrative leave with pay each calendar year in order to allow the employee to attend educational seminars or conferences related to the performance of their duties as a trustee or pension benefits or issues.
5. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of (\$120) dollars per month (\$1440 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.
6. The 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation", regarding the use of insurance premium tax revenue ("IPTR"). The Pension Fund for the Firefighters and Police Officers ("Fund") meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighters and officers pension plans as set forth in Chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent between the IAFF and the Village. The provisions of this Agreement reflect the Village's and IAFF's mutual consent and agreement that all IPTR, whether base premium revenue or additional premium tax revenue, received by the Village will be used by,

or for the benefit of, the Village to meet its annual actuarially required contribution ("ARC") to the Fund. If the State does not accept this mutual consent and agreement, this Article shall be reopened for further negotiations.

ARTICLE 7
FAMILY MEDICAL LEAVE

Family Medical Leave shall be granted in accordance with 9.1.6 C. of Village Policy No. 08-09.

**ARTICLE 8
PAID BEREAVEMENT LEAVE**

1. The Village will grant an employee paid leave for the death of an employee's family member as follows:
 - A. Three (3) consecutive shifts for : father, mother, spouse, child.
 - B. Two (2) consecutive shifts for : brother, sister , father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse/ domestic partner's grandparents, grandchild, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, stepmother, step-brother, step-sister or step-child of the employee.
2. Employees may utilize vacation or other personal leave time in order to be paid for the additional twenty-four (24) hours of unpaid bereavement leave. A request for additional time may be granted, subject to the discretion of the Village Manager or their designee.
3. An employee who is notified of the death of a family member as defined in Section 1 above while on duty shall be immediately, or as soon as is practically possible, released from duty for the remainder of their shift with pay. The remaining hours of the shift from which the employee is released shall not be counted against any bereavement leave.

ARTICLE 9
MILITARY LEAVE

1. The rights and benefits regarding military leave are as set forth in the Village Leave Policy 08-09 attached.

**ARTICLE 10
SICK LEAVE**

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:
 - A. An employee's injury or illness or necessary medical treatment which precludes him or her from reporting for duty; or
 - B. Any injury, illness or necessary medical treatment of an employee's spouse, child, step-child or parent which requires the employee's help to care for him or her or to obtain the necessary medical treatment.
2. The employee will certify on the appropriate Personnel Action Form upon their return to duty that they were not able to report for duty due to one of the above reasons.
3. Employees will accrue 0.0481 hours of sick leave per regularly scheduled hour of work, so long as an employee is in that pay status. An employee on paid sick leave shall continue to accrue all benefits as if on active duty, except that paid sick leave shall not be considered days worked for overtime purposes.
4. Sick leave may be accumulated with no maximum. Any employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of up to a maximum of four hundred eighty (480) unused accrued sick leave hours (which equals a maximum of two hundred forty (240) hours payment). Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of up to a maximum of four hundred eighty (480) unused accrued sick leave hours. This payment provision does not apply to any employee who is discharged for cause. A deceased employee's pay for sick leave shall be paid to the estate of the decedent.
5. Sick Leave Reimbursement
 - A. Employees who have accrued three hundred eighty four (384) hours of sick leave ("minimum base") may request reimbursement for sick leave accrued over the minimum base. Reimbursement by the VILLAGE will be on a 50% basis for every sick day hour above the minimum.

- B. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.
 - C. The Human Resources Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.
 - D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.
6. An employee who has been declared either physically or psychologically unfit for duty by a Doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave.
7. Non-probationary employees who use zero sick leave hours in any consecutive six month period of time shall receive 12 hours of personal leave time which shall be available for use in the same manner as vacation leave.
8. An employee is responsible for the appropriate use of sick leave. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or falsifies the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time such as the day before or after a holiday, on Mondays and Fridays, after paydays, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances. Sick leave abuse is misconduct and can result in disciplinary action.

**ARTICLE 11
COURT APPEARANCES**

1. Any member required to attend a judicial matter arising from the performance of their duty shall be compensated for said services as follows:
 - A. Attendance while on duty, payment at regular pay scale.
 - B. Attendance while off duty, payment of one and one-half hourly rate.
 - C. A minimum guarantee of two (2) hours payment will be made for any appearance under this article to an employee who is off duty on the day of the appearance but the appearance is more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's shift. If the employee is on duty on the day of the appearance but the appearance is less than two (2) hours before the beginning or less than two (2) hours after the end of the employee's shift, the employee will be paid for the actual time spent attending the judicial matter.
 - D. Witness fees shall be retained by the employee.
2. Members who are required to attend a judicial matter arising from performance of their duties shall give notice to the Fire Chief and the Village Attorney. An employee, served with a subpoena requiring the employee's attendance at a hearing, deposition, or trial or the requesting production of any Village records, shall promptly provide a copy of the subpoena to the Fire Chief. Rescheduling may be requested and coordinated by the VILLAGE.
3. Payment shall be made as soon as possible (by the next) payroll period following completion of the service.
4. Travel time spent by an employee for court appearances or deposition in a case arising from performance of their duties in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 12
MANAGEMENT RIGHTS

1. The VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Fire Rescue Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .
2. The UNION and the VILLAGE recognize that the residents of North Palm Beach are entitled to receive services at the highest possible level, subject to budget constraints. Therefore, the UNION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.
3. The UNION agrees that all employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations, including those relating to conduct and work performance, unless such rules and regulations conflict with this Agreement.
4. If, at the discretion of the Village Manager or designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, or designee, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended.
5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

**ARTICLE 13
SENIORITY**

1. Seniority shall be defined as length of service with the Village Fire Department as determined by an employee's date of hire. In the event that two employees in the same classification have the same date of hire, seniority shall be determined by length of service within classification.
2. Seniority will govern selection of vacation schedules and preference in working overtime, provided the Fire Chief has the final authority to over-ride seniority for extraordinary operation reasons and the decision in that regard is not grievable. When the Fire Chief over-rides a request based on seniority, the Fire Chief shall inform the requesting party in writing of the basis of the decision.
3. Where a promotional opportunity shall occur and two or more employees are under consideration, the Fire Chief shall give due consideration to seniority and qualifications.
4. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification provided the employee has prior service in said lower classification and provided further that the following factors are substantially equal:
 - A. Sufficient ability and qualifications to perform the work.
 - B. Performance evaluation.
 - C. Physical condition and job attitude.
5. In the event of substantial inequality of these factors as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.
6. An employee shall be recalled in inverse order of layoff.
7. An employee shall lose their seniority as a result of the following:
 - A. Termination
 - B. Retirement
 - C. Voluntary resignation
 - D. Layoff exceeding six (6) months
 - E. Failure to report to the Village Manager, or designee, intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.

- F. Failure to return from military leave within the time limits prescribed by law.
 - G. Failure to return from an authorized leave of absence upon the expiration of such leave.
8. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

**ARTICLE 14
PAID VACATIONS**

1. Vacation days accrue but may not be taken during the first one hundred eighty (180) days of service. Exceptions to this general rule may be made by the Fire Chief at the Chief's discretion. All personnel who have completed one hundred eighty (180) days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

LENGTH OF SERVICE

DAYS OF VACATION

24 Hr. Employees and Paramedics

Less than 6 Years

5 Shifts = 2 weeks = 120 hours

6 Years but less than
10 years

7 Shifts = 3 weeks = 168 hours

10 Years and over

10 Shifts = 4 weeks = 240 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.
 - A. Vacations shall be scheduled from January 1 to December 31. The VILLAGE shall determine the number of employees who can be off on vacation at any time throughout the year. Employees may not schedule vacation time off in excess of their anticipated available accruals including existing banks.
 - B. In October of each year, the VILLAGE will advise how many employees may be scheduled off for vacation during the next year beginning January 1 per shift.
 - C. During the month of November, employees shall select vacation periods by seniority on a per shift basis. Vacations selections shall be made in three (3) rounds:
 - (i) First Round - No later than November 15, all employees must submit requests to select a minimum of three (3) or more consecutive shifts (which may include Kelly Days). First round selections shall be limited to no more than ten (10) shifts, which includes Kelly Days, provided that the Fire Chief may approve vacation selections greater than ten

(10) shifts. Such approval shall not be unreasonably denied. No part of any vacation lasting eleven (11) shifts or more (including Kelly Days) may be cancelled.

- (ii) Second Round - No later than November 15, employees may submit requests to schedule another single group of (1 or more) consecutive shifts of vacation time. First and second round vacation awards shall be made no later than November 30.
 - (iii) Third Round - On the first A, B, and C shifts in December, the Fire Chief or designee will begin to accept applications for vacation scheduling for the upcoming year, which shall be on a first come, first serve basis. If two (2) or more requests for the same vacation day are received on the same day, the employee with the most seniority will receive the requested vacation day. Employees shall be notified no later than the end of their shift following the shift in which their request was made as to whether their request has been approved or denied. Denied vacation request forms shall be kept on file by the Fire Chief or designee and should the requested vacation time become available, the denied vacation request shall be considered for approval. The date of submission of denied time shall then constitute the date for the first come, first serve basis.
- D. Once approved, vacation times shall not be rescinded by the VILLAGE except in the event of a major emergency (i.e. earthquake, tropical storm, hurricane, or civil emergency).
- E. Employees may cancel or request vacation time only if at least sixty-two (62) hours' notice is provided from the start of the leave period, including Kelly Days. Requests or cancellations, if made with less than the required notice, but prior to the start of the leave period, may be granted at the discretion of the Fire Chief or designee, however, no request will be unreasonably denied.
- F. Emergency Leave - Employees shall be granted emergency leave as necessary, subject to the approval of the Fire Chief or designee, and such approval shall not be unreasonably denied. Once granted, emergency leave shall be charged as actual time used in quarter-hour increments. If the reason for the absence is a qualified use of sick leave, emergency leave shall be charged to the employee's sick leave allotment. If not, the absence shall be charged to compensatory time and finally to vacation time.

G. Vacation time may be taken in a minimum of two (2) hours and thereafter hour for hour.

3. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose their vacation with pay if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.
4. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation days.
5. Vacation days shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.
6. The maximum number of vacation days an employee may accrue is the unused days accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused days of vacation accrued during the two year period prior to termination, retirement or death. Vacation leave days will be converted to eight (8) hour days before pay out.
7. An employee who has used ten (10) days of vacation time in a fiscal year may request reimbursement for any unused vacation days above the ten (10) days used. Employees requesting reimbursement must do so, in writing on a form approved by the Human Resources Director or designee, during the month of October immediately following the fiscal year in which the ten (10) vacation days were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the ten (10) vacation days were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave days/hours is final and will not be subject to the grievance process."

**ARTICLE 15
PAID HOLIDAYS**

1. The following days shall be considered paid holidays and all employees will receive eight (8) hours of straight time pay. All official holidays shall be considered to commence at the beginning of the first shift on the day of the holiday and continue for twenty-four (24) hours thereafter.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

2. For all hours worked on any of the above-named holidays the employee will be paid a premium rate of pay of 1 ½ times the employee's base rate of pay.

ARTICLE 16
GRIEVANCE PROCEDURE - ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action unless otherwise grievable. If the dispute is not covered by the grievance procedure as set forth in the Agreement then the dispute shall be processed as set forth in Article 17.
2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.
3. Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the employee shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the UNION, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may file a formal grievance, on a form approved by the VILLAGE. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1. Said grievance must be in writing, must be signed by the employee or the UNION as their representative and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Fire Chief or designee. The Fire Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render a decision on the grievance in

writing. The Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance by the Fire Chief at Step 2, the employee shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render a decision in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the UNION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the UNION representative on their behalf.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the UNION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.
6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of the grievance. The employee must either accept or reject the disposition of the grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated

without back pay at one of the steps of the grievance procedure, the employee may not accept the reinstatement and continue to grieve the loss of back pay. Their only choices would be to accept the disposition of the grievance, or remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.
8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.
9. The VILLAGE and the UNION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine the decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.
10. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him, which questions(s) must be actual and existing.
11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses, court reporting and transcript costs/fees (if ordered by either party or requested by the arbitrator-transcript cost means the total cost of three copies), and expenses of obtaining a hearing room, if any, shall be equally divided between the parties.
12. The arbitrator's award shall be final and binding on the parties subject only to challenge as set forth in Revised Florida Arbitration Code.
13. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE

and thus may be disciplined or discharge without explanation or for any reason deemed sufficient by the appropriate Village official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

14. The Union representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.
15. Employees may request to have a Union representative present at any step of the grievance procedure.
16. The UNION will not be required to process the grievance of non-members. The UNION will not be responsible for grievances proceeding to arbitration without being first notified by the VILLAGE in writing (and with a copy of the grievance) by the VILLAGE in a timely manner. The Union representative will have their name, address and all contact numbers on file with the VILLAGE.
17. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.
18. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.
19. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the UNION of such within ten (10) days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen days of receipt of the parties' submissions.

20. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

21. If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 17
DISCIPLINARY APPEALS

1. Appeals of disciplinary action shall be handled as follows:
2. An employee who wishes to challenge any disciplinary action, shall file a notice of appeal to the Fire Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within 10 days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.
3. Upon receipt of a notice of appeal, the Fire Chief or designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Fire Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.
4. An employee who is not satisfied with the Fire Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.
5. The UNION may appeal a discipline greater than a written reprimand to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.
6. No employee shall be subject to discipline of any type without just cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager or designee. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the employee.

ARTICLE 18
UNION ACTIVITIES

1. An employee shall have the right to join or not join the UNION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of employment or compensation, through duly appointed UNION representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the UNION.
2. Union officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.
3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the UNION during working hours. The VILLAGE, in its discretion, may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of their right of representation. A UNION representative shall be permitted to accompany a fellow employee in circumstances such as:
 - A. The employee is required to appear at a hearing related to a grievance.
 - B. The employee is presenting or responding to a grievance.
 - C. The employee is subject to interrogation in conjunction with an internal affairs investigation.
 - D. The employee is attending a pre-determination hearing.
4. The Village Manager shall be immediately notified in writing, of changes of appointed Union representatives.
5. Union representatives shall be permitted to wear Union insignia while on duty. Said insignia shall be approved by the Fire Chief or designee.
6. There shall be created a pool of time to be known as Union Time Pool. Each employee who is a member of the UNION shall contribute six (6) hours of straight time to the Union Time Pool through a deduction of six (6) hours off of the eight (8) hours of holiday pay received for the New Year's Day holiday. The Union Time Pool may be used for Union business upon approval by the Union President or their designee. Employees utilizing Union Time Pool shall be released from duty on Union Time Pool only if the established needs of the Department regarding the provision

of emergency services are met and with approval of the Fire Chief, which shall not be unreasonably denied. Union Time Pool will be used and charged on an hour for hour basis.

7. Salary and overtime pay, if any, incurred in replacing the Union representative(s) on authorized union leave shall be deducted from the Union Leave Account so there is no cost incurred by the Village when union leave is authorized. Authorization for Union leave shall be limited by the amount available in the Union Leave Account.

ARTICLE 19
RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing and a copy of the same shall be submitted to the UNION no less than fourteen (14) days prior to implementation.

2. A request for bargaining regarding any rule change must be received within seven (7) days after notification to the UNION by the VILLAGE of the implementation of a rule change.

ARTICLE 20
BULLETIN BOARD

1. The UNION will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the UNION. The VILLAGE agrees to furnish space for the bulletin board.
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.

ARTICLE 21
SCHEDULED HOURS - OVERTIME PAY

1. The average workweek for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) after every seventh (7th) shift. The FLSA work period for shift employees is twenty-one (21) days.
2. Kelly Days will be selected annually prior to first round vacation selections. Such selections shall be implemented beginning with the first full twenty-one (21) day work cycle in January of each year. For all employees, the selection of Kelly Days shall be determined by shift based on seniority as defined in Article 13 of this Agreement. The Fire Chief shall have the authority to determine the number of employees allowed off on Kelly Day for each day of the twenty-one (21) day work cycle so long as each employee has one Kelly Day off every seventh (7th) shift. Kelly day selections shall remain unchanged until implementation of the selection for in each new year.
3. Kelly Days may be exchanged regardless of Kelly Day cycles on a permanent or temporary basis by two mutually agreeable employees in accordance with Section 10 of this Article. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made in the same twenty-one (21) day work cycle and in accordance with Section 10 of this Article.
4. If an employee requests a transfer or accepts a promotion or assignment into a new classification, the employee's selection of Kelly Day shall be based on the remaining days available on the new shift or in the new assignment to which the employee is to be transferred.
5. If an employee is to be transferred to a different shift by the VILLAGE, the VILLAGE shall first request that employees voluntarily switch shifts or Kelly Days. If within thirty (30) days of that request by the VILLAGE no employee has volunteered to switch shifts or Kelly Days, the VILLAGE may, if necessary, switch the Kelly Day of the employee(s) being moved from one shift to another. At the time the Village makes its request for volunteers to switch shifts or Kelly Days, the employee that will have their shift or Kelly Day changed if no other employee volunteers to make the switch shall be notified that they are the one that will be moved if there are no volunteers.
6. If a problem arises in the implementation of this Article, the UNION and the VILLAGE shall meet to resolve the problem by mutual agreement.

7. The procedures for paying overtime for time worked outside of an employee's normally scheduled work week which are in effect at the time of this Agreement shall be maintained as the status quo except that the FLSA work period for shift employees is now twenty-one (21) days. An employee may be asked to work on their Kelly Day. An employee asked to work on their Kelly Day shall have the right to refuse such a request. Any employee who works on their Kelly Day shall be paid at the rate of time and one-half ($\frac{1}{2}$) of the employee's straight time pay for all hours worked.
8. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.
9. Employees assigned to "standby" will be paid a minimum of one (1) hour's pay per "standby shift". In the event an employee is "called back", the employee shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to either fire duty or emergency duty.
10. Employees may exchange hours subject to the approval of the Fire Chief or designee, providing such exchanges do not result in overtime.
11. The VILLAGE retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.
12. When the Department requires overtime work to fill a vacancy, the overtime assignment shall be offered using an overtime rotation file. Employee names cards shall initially be filed in order of seniority with the Fire Department, after the first use to fill an overtime assignment the cards shall be rotated as follows: The cards shall be called in order of placement in the file starting with the first employee qualified to work the overtime assignment. If the call is answered by voicemail and the overtime assignment to be filled was created less than sixty (60) hours prior to the start of the shift on which the overtime assignment will be worked then a message shall be left stating they are being called for overtime and they have three (3) minutes (from the current time) to reply. If the overtime assignment to be filled was created sixty (60) or more hours prior to the start of the shift on which the overtime assignment will be worked, they shall have five (5) minutes (from the current time) to reply. If they have not replied within the time frame established herein, they are treated as a turn down, their card is marked as such and moved to the back of the file; the next card is called and this sequence is repeated until an answer or callback is received. The first qualified person to answer/callback shall be informed of the overtime assignment; if they turn down the overtime, they shall be informed that they will be ordered in if no other employee called accepts the overtime. Calls will continue until a qualified employee accepts the overtime

assignment or the file has rotated back to the first qualified person to answer who will then be ordered in to work the overtime assignment. Employees already scheduled to work on the shift requiring overtime shall not be subject to call and their cards shall not be moved in this rotation. Overtime assignments of less than eight (8) hours in duration shall not cause file cards to move in rotation. Qualified employees shall include any employee who currently holds the rank of the positions to be filled, previously held the rank of the position to be filled, is currently on the promotional list for rank of the position to be filled, or is on the step-up list for the rank of the position to be filled.

13. Overtime assignments which are less than eight (8) hours in duration and commence at the beginning of a shift shall be offered to qualified employees of the off going shift in order of seniority. If no off going employee accepts the overtime assignment, the least senior employee from the off going shift shall be ordered to work the overtime assignment.
14. Employees on workers' compensation, FMLA, or medically assigned light duty will not be called for overtime assignments, their position in order of rotation shall be held until they return to work at full duty.
15. Newly hired employees shall serve six (6) months of their probationary period and pass FTO before being eligible to accept an overtime assignment. On their six month anniversary an overtime rotation card for the new employee shall be added to the file, placed at the back of the file.
16. No employee shall be allowed to accept an overtime assignment which would cause them to work more than forty-eight (48) hours in a row without a minimum twelve (12) hour break between periods of work.
17. When, as a result of severe weather such as tropical rain or wind storms, a state of emergency that includes the Village is declared by the Village Manager or the Village Council (taking into consideration like declarations by Palm Beach County, or State of Florida) and the Village modifies its operations such that non-essential employees are not required to report for work, hourly compensation rates for bargaining unit employees will be adjusted as follows:
 - A. Employees working a regularly assigned shift will be paid 2.0 times their regular hourly rate during the declared period of emergency.

- B. Employees who are held over will be paid 2.0 times their regular rate of pay until released from the hold over.
- C. Employees called back to work will be paid three hours of straight time plus 2.0 times their regular hourly rate for all hours worked during the declared period of emergency.
- D. Employees placed on standby will be paid 1.0 times their regular rate of pay per hour for each hour of standby.

ARTICLE 22
FIRE RESCUE CONTINUING EDUCATION

1. Employees covered by the collective bargaining agreement shall be eligible for tuition reimbursement in accordance with the VILLAGE'S Higher Education and Assistance Program as provided in Section 11.02 of the VILLAGE'S Personnel Rules and Regulations.

2. Education or degree seeking courses, classes, or programs shall be eligible for tuition reimbursement in accordance with the Village Education Reimbursement Policy in effect on 10/1/2021.

ARTICLE 23
TEMPORARY APPOINTMENTS

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which the employee normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged. In the event an employee is required to temporarily accept responsibility and carry out the duties of a rank which is more than one rank higher than that which the employee normally holds, the employee shall receive five percent (5%) for each rank above their normal rank, e.g., a Firefighter/Paramedic temporarily assigned to work as Fire Captain shall receive ten percent (10%).
2. If a Captain or driver is called in for overtime because of vacancies on that shift they will automatically fill in for an absent Captain and/or driver before going to the stepping up process.
3. When an employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee suffers an injury, illness, or death incurred while in the performance of service compensation and benefits will be calculated at the level of payment for employee's permanent rank.
4. Should an employee in a promoted position (Driver Engineer or Captain) be absent for any reason, the position shall be filled by the employee on duty that shift who holds the highest position on the promotion list for the classification in which the vacancy exists. Should no employee on the promotion list for that classification be working that shift, the vacancy shall be filled using the highest positioned employee on the step-up list for the position in which the vacancy exists who is working that shift. If there are no employees from the step-up list available, the vacancy will be filled by an overtime callout in accordance with Article 21. For vacancies in the rank of Captain, if there are no employees available for step-up in accordance with the procedures above, the Driver Engineer shall be stepped up to Captain unless negated by Section 6 below.
5. Following ratification of this Agreement, the step-up list for each promoted position shall be populated by all employees eligible to participate in a promotional exam for that position in order of seniority with the most senior employee being first on the list. When an employee later becomes eligible to be included on one of the two step-up lists, the employee shall be added to list in the appropriate position based on seniority.

6. If overtime is required to fill out the shift and the person accepting the overtime holds a rank that has been filled by a step-up, that employee shall automatically fill that position, negating the process above.

ARTICLE 24
MEDICAL EXAMINATIONS

1. Medical examinations shall be voluntary, except post-job offer medical evaluations for the job classification. In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE. The VILLAGE agrees to provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.
2. The foregoing shall not be construed to prohibit the VILLAGE from ordering an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform their duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Fire Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - A. Abnormal conduct or erratic behavior while at work;
 - B. A significant deterioration in work performance; or
 - C. Excessive use of sick time.
3. Presumption: The VILLAGE agrees that any condition or impairment of health of any employee caused by tuberculosis, heart disease, hypertension, hepatitis, or meningococcal meningitis resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary is shown by competent evidence.
4. The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:
 - A. Hepatitis A, B, or C
 - B. Measles
 - C. Polio
 - D. Varicella
 - E. HIV/AIDS
 - F. Heavy Metals

G. Tuberculosis

5. The VILLAGE will also provide flu shots annually for all employees, if not available to employees at no cost through the Village's health insurance provider.
6. To the extent any vaccination, immunization, or other prophylaxis may be required to perfect a claim for a presumption under Section 112.181(3), Florida Statutes, such shall be required by the Village.

**ARTICLE 25
UNIFORM AND CLOTHING ALLOWANCE**

1. A sixty (\$60.00) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty.
2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
3. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred (\$100.00) dollars per item.
4. A shoe allowance of up to one hundred-five (\$125.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
5. The Village shall supply Department personnel with the following uniforms and equipment upon initial employment with the Village:
 - 1 - Class A uniform badge
 - 1 - Set of station keys (SM and ED key)
 - 1 - Department ID
 - 1 - Station swipe card
 - 1 - Class A dress shirt with specialty patches and department patch*
 - 1 - Class A dress tie*
 - 1 - Class A dress pants*
 - 1 - Class A pair of shoes*
 - 1 - Class A dress jacket*
 - 1 - Class A dress hat*
 - 1 - Uniform Job Shirt
 - 3 - Uniform pair of EMS pants
 - 3 - Uniform polo style short sleeve shirts with rank and name on front
 - 1 - Station EMS pants belt
 - 1 - Ball cap with name on back
 - 1 - Lightweight waterproof shell winter/windbreaker jacket with reflective tape
 - 1 - Set of rain gear
 - 2 - Pair of station gym shorts

- 3 - Station short sleeve t-shirts
- 2 - Station long sleeve t-shirts
- 1 - Long sleeve sweat shirt

* Class A uniform will be supplied upon completion of a newly hired employee's probationary period.

6. Replacements may be acquired on an as-needed basis through an employee's Captain each fiscal year. Annual boot allowance will continue to be issued in October of each year consistent with Section 4 above.

**ARTICLE 26
VEHICLES AND EQUIPMENT**

1. Vehicle Maintenance. Each employee assigned to a Village vehicle shall keep the vehicle free from litter and return the vehicle at the end of their shift in the same condition as when the employee received it, subject only to mechanical defects or damage, or soiling of the vehicle not caused by the employee. It shall be the vehicle operator's responsibility to report all damage, mechanical problems or operational problems detected, or which could be detected with reasonable diligence. If the employee believes the assigned vehicle is unsafe, it shall be reported to the Captain. If the Captain agrees that the vehicle is unsafe, it shall not be placed in service until it is made safe. Fire vehicles will be washed and sanitized as necessary.

2. Use of Private Automobile. In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the rate established by the VILLAGE for all Village employees.

3. Portable Radios. Employees will be provided with two-way portable radios while on shift.

ARTICLE 27
PERSONNEL FILES - COMPLAINTS

1. The VILLAGE agrees that no disciplinary action shall be taken against a bargaining unit member without due process. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.
2. No employee will be required to write a report to the Fire Chief or any other supervisory officer on any complaint by a person or persons in or outside the Department against said employee unless and until the complainant(s) submit(s) said complaint in writing and signs same.
3. Prior to any report in writing being submitted, the subject employee shall be furnished a copy of the signed complaint. Any form of documented disciplinary action shall be signed by the employee, which signature shall indicate that the employee has received a copy of the form but shall not indicate that the employee agrees with the discipline. If an employee refuses to sign, the document shall be notated to reflect the refusal. The employee shall receive a copy of the documented disciplinary action.
4. If a complaint is brought and the employee is adjudicated as being unfounded, then the complaint and the charge shall be plainly and clearly marked as unfounded in all the personnel folders of the subject employee.

ARTICLE 28
PROCEDURAL RIGHTS

1. Any employee under investigation and subject to interrogation by the Village or an outside agency subject to the direction and control of the VILLAGE which may result in disciplinary action, demotion, dismissal and/or criminal charges being filed; then, under such circumstances, the interrogation shall be conducted as follows:
 - A. Interrogations will normally be conducted during the employee's scheduled duty time, unless immediate action is imperative.
 - B. Interrogation will be conducted at Fire Rescue Department headquarters.
 - C. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under the interrogation shall be asked by and through one (1) interrogator at any one (1) time.
 - D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and shall be informed of the names of all complainants.
 - E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - F. The employee under interrogation shall not be subject to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
 - G. The formal interrogation of the employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statement.
 - H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogations, the employee shall be completely informed of all of their rights prior to the commencement of the interrogation.
 - I. At the request of any employee under investigation, the employee shall have the right to be represented by counsel or any other representative of their choice who shall be present at

all times during such interrogation wherever the interrogation relates to the employee's continued fitness for service.

- J. Representation on complaint review boards: A Complaint review board shall be composed of three (3) members: one (1) member selected by the Fire Chief; one (1) member selected by the aggrieved employee; and the third (3rd) member selected by the other two (2) members. The board members shall be employees selected from any state, county, or municipal agency within the county.
- K. Civil suits brought by employees: Every employee shall have the right to bring civil suit against any person, group of persons, organization or corporation or the heads of such organizations or corporations for damages, either pecuniary or otherwise, suffered during the performance of the employee's official duties or for abridgement of the employee's civil rights arising out of the employee's performance of official duties.
- L. Notice of disciplinary action: No dismissal, demotion, transfer, reassignment, or other personnel action which might result in the loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee, unless such reason or reasons therefore are communicated to the employee in writing prior to the effective date of such action.
- M. Retaliation for exercising rights: No employee shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to their employment or be threatened with any such treatment by reason of their exercise of the rights granted by this act.
- N. A copy of the complaint, whether recorded in writing or by other means, will be given to the employee at least two (2) hours prior to interrogation unless waived by the Fire Chief or designee and the employee. Written complaints must be signed by the party or parties alleging a violation.
- O. An employee under investigation cannot be compelled to submit to a polygraph test or any other "truth measuring" device.

ARTICLE 29
WAGES

1. Employee compensation adjustments will be based on an employee's performance evaluation.
2. The pay ranges for bargaining unit positions as of the first payroll period beginning on or after October 1, 2021, shall be as provided in Addendum A to this Agreement. The pay ranges as of the first payroll periods beginning on or after October 1, 2022, and October 1, 2023, are contained in Addendum B and Addendum C, respectively.
3. Effective with the first full payroll period following ratification, each employee shall be slotted into the pay schedule attached as Addendum A at the step identified for each employee in Addendum D, which slots employees at the first step providing an increase in the employee's current annual pay. Thereafter, each employee shall advance one step in the pay schedule on April 1 of each year until the employee reaches the top step for their classification. Employees hired by the Village within a ninety (90) day window prior to April 1 shall not receive their first step increase until April 1 of the following year.
4. Performance evaluations cannot be grieved as they represent the exercise of managerial discretion. If an employee believes their evaluation was the result of discriminatory or personal bias on the part of their supervisor, the employee may request review by the Human Resource Director. If evidence of bias is found, the Human Resource Director in consultation with the Village Manager may adjust the evaluation score.
5. A step increase is contingent upon receipt of a "successful level I" or higher performance evaluation. A bargaining unit member who receives a performance evaluation rating of "Below Standards" or "Development Required" shall have a counseling session with supervisory personnel and be provided with performance improvement goals. A member shall not receive the step increase until performance reaches a "Successful Level I" rating. The member will be re-evaluated

ninety (90) days following the counseling session. If a performance rating of "Successful Level I" or better is received, the member will then receive the step increase the member should have received on the anniversary of their date of hire or date of promotion, effective the date of the successful evaluation. If after 90 days the member still has not received a performance rating of "Successful Level I" or better, the member will have an additional counseling session with supervisory personnel and will be provided with an additional set of performance goals. The member will then again be evaluated ninety (90) days following this additional counseling session. If the member then receives a rating of "Successful Level I" or better, their personnel file will be so noted but the member will not receive a step increase at that time. If after this second 90 day period the member still has not received a performance rating of "Successful Level I" or better, the member is subject to a non-disciplinary non-appealable performance based termination of employment.

6. Employees assigned by the Fire Chief or designee to serve as an EMS Field Training Officer will receive assignment pay of five percent (5%) above their base hourly rate of pay. One employee per shift shall be designated as the EMS Field Training Officer. When that employee is absent from work, the Fire Chief or designee, shall assign another employee to act as the EMS Field Training Officer for the shift on which the regular EMS Field Training Officer is absent. An EMS Field Training Officer shall provide the services outlined for the position in Department Administrative SOG 3, Company Position Descriptions. The EMS Field Training Officer shall be selected from among those who employees who satisfy the following criteria: has completed at least three (3) years of service with this Department as a protocol paramedic, has had no disciplinary action against him or her which resulted in a demotion or suspension from employment of twenty four (24) hours or more within the twelve months preceding the announced closing date of selection, and passed the most recent paramedic protocol test with a score of 80% or higher.
7. All employees shall have their regular paychecks electronically deposited biweekly into the employee's choice of banking, savings and loan, or credit union institutions. Employees

participating in the direct deposit program will continue to receive from the VILLAGE electronic pay stubs.

**ARTICLE 31
TRAINING**

1. In keeping with the ever increasing requirements to maintain certification and the skills necessary to perform Fire/Rescue functions, it is agreed that any employee who attends training as required by the Department or Village for Fire/Rescue functions will receive pay at a rate of one and one half regular pay if the training time is above and beyond the employee's normal work week. If the employee fails to complete a full work week, pay for firefighter training will be received at regular rate of pay. Fire Inspector re-certification training shall be provided for by the Department.
2. The VILLAGE agrees to provide one week's advance notice for any training scheduled for weekends.

**ARTICLE 32
PROBATIONARY EMPLOYEES**

1. All new employees shall be designated as probationary employees for one (1) year from the latter of their date of graduation the fire academy their date of employment with the Village.
2. Promoted employees will serve a six (6) month probationary period. A promoted employee who fails probation will be returned to their previous position.
3. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
4. Upon the satisfactory completion of the probationary period the employee shall attain regular status.

ARTICLE 33
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

1. The VILLAGE and the UNION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The VILLAGE and the UNION agree that all negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

ARTICLE 34 PROMOTIONS

1. Employees in the classification of Firefighter/EMT or Driver Engineer/EMT who are or become certified by the state of Florida as a Paramedic and who are or become released/protocolled by the Medical Director to act as a Paramedic shall be promoted from the rank of Firefighter/EMT to the rank of Firefighter/Paramedic or from Driver Engineer/EMT to Driver Engineer/Paramedic.
2. Vacancies in the classifications of Captain and Driver Engineer shall be filled in accordance with the promotional process outlined herein. The promotional process will begin once a position becomes vacant or is expected to be vacated. The promotional announcement, as well as the job description and qualifications for the vacant position, will be posted by the Fire Rescue Administration Office. All qualified persons must submit their intent to be considered for the promotion in writing to the chief's office within the time frame outlined in the announcement.
3. Employees will be given notice, posted on the work location bulletin board(s) and by e-mail, at least ninety (90) days in advance of a target promotional examination date. The testing will commence no sooner than ninety (90) days after and no later than one hundred twenty (120) days after the notice. Source materials from which the examination will be drawn shall be given in writing concurrent with the notice of the promotional exam and shall be in print or otherwise obtainable at the candidates' expense.
4. No employee shall be permitted to apply for a promotional examination after the announced closing date.

ELIGIBILITY CRITERIA

5. Employees who apply for the promotional process must have the prerequisites as of the closing date for the written examination.
6. In order to be eligible to participate in the promotional process, a candidate must not have had any disciplinary action against him or her which resulted in a demotion or suspension from employment of twenty four (24) hours or more within the twelve months preceding the announced closing date.
7. In order to participate in a promotional process for the rank of Captain, an employee must satisfy the following criteria as of the announced closing date:

- (i) Five (5) or more complete years of service in this Department.
- (ii) Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, , and certification as Fire Officer I or completion of all classes required to be certified as Fire Officer I. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.
- (iii) Current EMT or Paramedic certification.
- (iv) Current and valid State of Florida issued Class E drivers license.

8. In order to participate in the promotional process for the rank of Driver Engineer, an employee must satisfy the following criteria as of the announced closing date:

- (i) Three (3) or more complete years of service in this Department.
- (ii) Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, BFST/ATFC 703 Aerial Apparatus Operator and FFP 2810 Company Officer and Leadership. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.
- (iii) Current EMT or Paramedic certification.
- (iv) Current and valid State of Florida issued Class E drivers license.

9. The promotional processes for the ranks of Captain and Driver Engineer shall include a written examination and a practical skills assessment. Candidates must pass the written examination with a score of at least 70% in order to be eligible to participate in the practical skills assessment. Candidates must pass the practical skills assessment with a score of at least 70% in order to be eligible for promotion. Placement on the promotional eligibility list will be based upon the weighted average of a candidate's score on the written examination and the practical skills assessment. The written examination shall constitute 30%, and the practical skills assessment shall

constitute 70%, of such weighted average. In the event of a tie in the overall score of two or more candidates, the tied candidates shall be ranked in order of their scores on the practical skills assessment portion of the promotional process. If a tie still exists, the tie shall be broken by seniority.

10. Upon promotion, an employee shall be slotted at the first step providing at least a 5% increase in their pre-promotion base rate of pay. If an employee is promoting up two or more ranks, then the employee shall be slotted at the first step providing at least a 10% increase in their pre-promotion base rate of pay.
11. The content of the written examination shall be determined by job task analysis and shall include questions from the source materials identified in the posted announcement. The practical skills assessment shall be the same for all examinees and consist of two (2) component parts: operations and administrative functions. The practical skills assessment shall be graded by three (3) examiners appointed by the VILLAGE who are not employed by the VILLAGE.
12. Promotional lists shall remain in effect for three (3) years from the date the promotional list is established or until there are no names remaining on the promotional list, whichever occurs first. If, at the time a promotional list is set to expire, there are no employees who are both eligible to participate, and have indicated that they will participate, in a promotional process (after being notified of their eligibility and asked whether or not they would sit for an exam), the list shall be extended one additional year. This process can then be repeated one additional time at the conclusion of that extension such that the possible lifespan of a list is five (5) years.
13. Selection for promotion from the promotional list shall be made by the Fire Chief utilizing a Rule of Three, i.e., the Fire Chief may select from among the then current top three (3) candidates on the promotional list. A candidate may refuse an assignment one (1) time without jeopardizing their standing on the promotional list. A second refusal will result in removal from the promotional list. Any candidate bypassed for selection in favor of a lower ranking candidate on the promotional list shall be counseled, at the request of the bypassed candidate, as to the reason the candidate was not selected for promotion.

**ARTICLE 35
DURATION**

1. This Agreement shall be for a three (3) year term Commencing October 1, 2021 and ending September 30, 2024. The parties will commence negotiations for a successor agreement by June 1, 2024.

2. Employee compensation and movement in the step plan will be frozen on September 30, 2024 (except increases resulting from assignment or promotion). Subsequent salary increases and movement in the step plan or other adjustments to base wages (except increases resulting from assignment or promotion will be as provided in a subsequent collective bargaining agreement.

APPROVAL/SIGNATURE PAGE

Pursuant to Florida Statute 447.309, the VILLAGE's Chief Executive Officer and the UNION's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement for 2018-2021 reached by the negotiators through collective bargaining.

This Agreement shall not be binding on the Village of North Palm Beach until it has been ratified by the Village Council and by the employees who are members of the bargaining unit.

THE VILLAGE OF NORTH PALM BEACH

Andy Lukasik, Village Manager

**PROFESSIONAL FIREFIGHTERS /
PARAMEDICS OF PALM BEACH
COUNTY, LOCAL 2928, IAFF, INC.**

Angelo D’Ariano, Secretary-Treasurer

Victor Gonzalez
District Vice President 12

Ratified by the Village Council of Village of North Palm Beach on the ____ day of _____, 2021.

Ratified by employees in the bargaining unit on the ____ day of _____, 2022.

ADDENDUM

Addendum A
Pay Schedule for 2021-2022

Firefighter/Paramedic	
Step	Base Pay
1	\$58,868.76
2	\$60,929.16
3	\$63,061.68
4	\$65,268.84
5	\$67,553.25
6	\$69,917.62
7	\$72,364.73
8	\$74,897.50
9	\$77,518.91
10	\$80,232.07
11	\$83,040.20
12	\$85,946.60
13	\$88,954.73
14	\$92,068.15
15	\$95,290.53

Driver Engineer/EMT	
Step	Base Pay
1	\$59,898.37
2	\$61,994.82
3	\$64,164.63
4	\$66,410.40
5	\$68,734.76
6	\$71,140.48
7	\$73,630.39
8	\$76,207.46
9	\$78,874.72
10	\$81,635.33
11	\$84,492.57
12	\$87,449.81
13	\$90,510.55
14	\$93,678.42
15	\$96,957.17

Driver Engineer/Paramedic	
Step	Base Pay
1	\$63,829.66
2	\$66,063.70
3	\$68,375.93
4	\$70,769.09
5	\$73,246.01
6	\$75,809.62
7	\$78,462.95
8	\$81,209.16
9	\$84,051.48
10	\$86,993.28
11	\$90,038.04
12	\$93,189.37
13	\$96,451.00
14	\$99,826.79
15	\$103,320.72

Captain	
Step	Base Pay
1	\$75,214.20
2	\$77,846.70
3	\$80,571.33
4	\$83,391.33
5	\$86,310.02
6	\$89,330.87
7	\$92,457.46
8	\$95,693.47
9	\$99,042.74
10	\$102,509.23
11	\$106,097.06
12	\$109,810.45
13	\$113,653.82
14	\$117,631.70
15	\$121,748.81

Addendum B
Pay Schedule for 2022-2023

Firefighter/Paramedic	
Step	Base Pay
1	\$61,223.51
2	\$63,366.33
3	\$65,584.15
4	\$67,879.60
5	\$70,255.38
6	\$72,714.32
7	\$75,259.32
8	\$77,893.40
9	\$80,619.67
10	\$83,441.36
11	\$86,361.80
12	\$89,384.47
13	\$92,512.92
14	\$95,750.88
15	\$99,102.16

Driver Engineer/EMT	
Step	Base Pay
1	\$62,294.31
2	\$64,474.61
3	\$66,731.22
4	\$69,066.81
5	\$71,484.15
6	\$73,986.10
7	\$76,575.61
8	\$79,255.76
9	\$82,029.71
10	\$84,900.75
11	\$87,872.27
12	\$90,947.80
13	\$94,130.98
14	\$97,425.56
15	\$100,835.45

Driver Engineer/Paramedic	
Step	Base Pay
1	\$66,382.85
2	\$68,706.25
3	\$71,110.97
4	\$73,599.85
5	\$76,175.85
6	\$78,842.00
7	\$81,601.47
8	\$84,457.52
9	\$87,413.53
10	\$90,473.01
11	\$93,639.56
12	\$96,916.95
13	\$100,309.04
14	\$103,819.86
15	\$107,453.55

Captain	
Step	Base Pay
1	\$78,222.77
2	\$80,960.56
3	\$83,794.18
4	\$86,726.98
5	\$89,762.42
6	\$92,904.11
7	\$96,155.75
8	\$99,521.20
9	\$103,004.45
10	\$106,609.60
11	\$110,340.94
12	\$114,202.87
13	\$118,199.97
14	\$122,336.97
15	\$126,618.77

Addendum C
 Pay Schedule for 2023-2024

Firefighter/Paramedic	
Step	Base Pay
1	\$63,672.45
2	\$65,900.98
3	\$68,207.52
4	\$70,594.78
5	\$73,065.60
6	\$75,622.89
7	\$78,269.70
8	\$81,009.13
9	\$83,844.45
10	\$86,779.01
11	\$89,816.28
12	\$92,959.85
13	\$96,213.44
14	\$99,580.91
15	\$103,066.24

Driver Engineer/EMT	
Step	Base Pay
1	\$64,786.08
2	\$67,053.59
3	\$69,400.47
4	\$71,829.49
5	\$74,343.52
6	\$76,945.54
7	\$79,638.63
8	\$82,425.99
9	\$85,310.90
10	\$88,296.78
11	\$91,387.16
12	\$94,585.71
13	\$97,896.21
14	\$101,322.58
15	\$104,868.87

Driver Engineer/Paramedic	
Step	Base Pay
1	\$69,038.16
2	\$71,454.50
3	\$73,955.41
4	\$76,543.84
5	\$79,222.88
6	\$81,995.68
7	\$84,865.53
8	\$87,835.82
9	\$90,910.08
10	\$94,091.93
11	\$97,385.15
12	\$100,793.63
13	\$104,321.40
14	\$107,972.65
15	\$111,751.70

Captain	
Step	Base Pay
1	\$81,351.68
2	\$84,198.99
3	\$87,145.95
4	\$90,196.06
5	\$93,352.92
6	\$96,620.27
7	\$100,001.98
8	\$103,502.05
9	\$107,124.62
10	\$110,873.99
11	\$114,754.58
12	\$118,770.99
13	\$122,927.97
14	\$127,230.45
15	\$131,683.52

Addendum D
2021 Slotting

Last	First	Rank	Step
GIARRUSSO	ANTHONY	CAPTAIN	15
STONE	JACOB	CAPTAIN	11
HETZEL	ROBERT	CAPTAIN	11
GONZALEZ	VICTOR	DE/PM	15
WINEWSKI	FRANK	DE/PM	15
PICARD	WILLIAM	DE / EMT	15
APFEL	AMANDA	FF/PM	15
BRANDT	STEVEN	FF/PM	15
JENSEN	ERIK	FF/PM	15
ABDUL	JOHN	FF/PM	15
HOBBS	MICHAEL	FF/PM	15
MC INNES	ADAM	FF/PM	15
MOELLER	RYAN	FF/PM	15
BUSCH	DANIEL	FF/PM	11
VACCARO	FRED	FF/PM	9
TALPESH	STEPHEN	FF/PM	6
JACKSON	MICHAEL	FF/PM	3
ROSSI	FRANK	FF/PM	3
MALONEY	KEVIN	FF/PM	3
MCCORD	HANNAH	FF/PM	3

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director
Leonard G. Rubin, Village Attorney

DATE: January 13, 2022

SUBJECT: **RESOLUTION** – Designating Sections of Village Code to be enforced by Civil Citation and establishing a Fine Schedule

Through the adoption of Ordinance No. 2021-19 on November 18, 2021, the Village Council updated and clarified the provisions of Article VII, "Alternate Method of Code Enforcement," of Chapter 2, "Administration," of the Village Code outlining the procedure for the issuance and disposition of civil citations as an alternate method of code enforcement. Specifically, the Ordinance authorized the issuance of code citations by park rangers for violations occurring within Village parks; removed references to the Village's Code Enforcement Board; clarified the procedure for challenging a citation; and allowed for a maximum fine of \$500 if a citation is contested and upheld or if the person issued the citation fails to pay the penalty or request a hearing within the time specified in the citation.

Section 2-254 of the Village Code requires the Village Council, by resolution, to establish a schedule of code sections that lend themselves to enforcement by citation, as well as a schedule of penalties for violation of these sections. Village Staff is recommending the adoption of a new consolidated schedule of code sections and fines to modify, expand and replace those originally adopted in Resolution No. 2009-52 and Resolution No. 2010-41.

Exhibit "A" to the Resolution includes the list of Village Code sections to be enforced by civil citation. These violations are as follows:

- Section 4-27:* Prohibiting dogs and cats in public buildings and commercial establishments; designating permissible areas for dogs within Anchorage Park; and prohibiting dogs and cats from running at large.
- Section 4-31:* Prohibiting a person from permitting a dog to defecate on private property owned by others and requiring removal of all fecal matter.
- Section 4-32:* Requiring a person walking a dog to carry waste removal implements to remove fecal matter.
- Section 6-113:* Prohibiting certain types of signs within the Village, e.g., signs that constitute a safety hazard, signs that flash or rotate, and signs erected within rights-of-way.
- Section 14-25:* Requiring commercial garbage cans to be kept tightly covered.

- Section 15-2:* Establishing property maintenance standards for exterior property areas
- Section 15-3:* Establishing property maintenance standards for the exteriors of structures
- Section 17-32:* Engaging in business without a properly issued Business Tax Receipt
- Section 17-33.1:* Requiring commercial vehicles doing work within the Village to be marked with the business name, address and phone number
- Section 18-35:* Establishing regulations for the parking of boats and boat trailers in the R-1 and R-2 Zoning Districts.
- Section 18-35.1:* Establishing regulations for the parking of recreational vehicles and recreational trailers in the R-1 and R-2 Zoning Districts.
- Section 18-46:* Prescribing the requirements for the operation of golf carts on Village streets, alleys and parking areas.
- Section 19-47:* Prohibiting the placement of building and structures in public rights-of-way.
- Section 19-105:* Establishing the permissible days and times for construction activity and the use of power-driven machinery, tools and equipment (including power mowers)
- Section 19-202:* Establishing restrictions on landscape irrigation.
- Section 20-1:* Regulating the hours for public parks and facilities.
- Section 20-2:* Requiring persons to cooperate in maintaining restrooms and washrooms in park or recreation facilities in a neat and sanitary condition.
- Section 20-3:* Prohibiting the construction or erection of any building or structure in (or the running of public utilities upon and across) any park or recreation facility.
- Section 20-4:* Prohibiting climbing trees and walking, standing or sitting upon monuments, fountains, railings or fences within park or recreational facilities.
- Section 20-5:* Establishing a speed limit within parks and confining the operation of vehicles to paved roads and parking areas.
- Section 20-6:* Limiting bicycles to paved roads and paths within Village parks and at the North Palm Beach Country Club.
- Section 45-36(J)(e):* Prohibiting the use of off-street parking areas for sales, storage, repair work, etc.
- Section 45-36(U)(7):* Requiring the removal of portable storage containers and roll-off dumpsters upon the issuance of a tropical storm watch or hurricane watch by the National Weather Service, and if removal is not possible, requiring the container and contents to be secured against wind loads of up to 150 miles per hour.

Exhibit "B" to the Resolution sets forth the schedule of fines. The fine schedule adopted in 2009 was as follows: \$25.00 for a first violation; \$100 for a second violation; \$150.00 for a third violation; and a

mandatory appearance before the Special Magistrate for a fourth violation. The fines proposed in the attached Resolution are as follows: \$50.00 for a first violation; \$150.00 for a second violation; \$250.00 for a third violation; and a mandatory appearance before the Special Magistrate for a fourth violation, where the Magistrate may impose a fine of up to \$500.00. Additionally, the person issuing the citation has the discretion to issue a written warning in lieu of a first violation. In the event of a subsequent violation, however, the next violation shall be considered a second violation.

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

There is no immediate fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution designating sections of the Village Code to be enforced by civil citation and establishing a fine schedule in accordance with Village policies and procedures.

1 **RESOLUTION 2022-__**

2
3 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, DESIGNATING THE SECTIONS OF THE VILLAGE
5 CODE TO BE ENFORCED BY CIVIL CITATION AND ESTABLISHING A FINE
6 SCHEDULE; PROVIDING FOR CONFLICTS AND THE REPEAL OF RESOLUTION
7 NOS. 2009-52 AND 2010-41; AND PROVIDING FOR AN EFFECTIVE DATE.
8

9 WHEREAS, through the adoption of Ordinance No. 2009-11 on September 10, 2009, the Village Council
10 adopted a new Article VII, "Alternate Method of Code Enforcement," of Chapter 2, "Administration," of the
11 Village Code of Ordinances to provide a procedure for the issuance and disposition of citations as an alternate
12 method of code enforcement; and
13

14 WHEREAS, through the adoption of Ordinance No. 2021-19 on November 18, 2021, the Village Council
15 updated and clarified the provisions applicable to the issuance of code enforcement citations and authorized
16 the issuance of citations by a park ranger for violations occurring within Village parks; and
17

18 WHEREAS, in accordance with Section 2-254 of the Village Code, the Village Council wishes to update the
19 list of Code sections that may be enforced by civil citation and update the schedule of fines applicable to such
20 violations; and
21

22 WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the
23 public health, safety and welfare.
24

25 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
26 NORTH PALM BEACH, FLORIDA as follows:
27

28 Section 1. The foregoing recitals are hereby ratified and incorporated herein.
29

30 Section 2. The Village Council hereby adopts the list of sections of the Village Code that may be
31 enforced through the issuance of civil citations as set forth in Exhibit "A" attached hereto and
32 incorporated herein. The Village Council further adopts the fine schedule for civil citations as set forth
33 in Exhibit "B" attached hereto and incorporated herein.
34

35 Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed
36 to the extent of such conflict. Resolution No. 2009-52 and Resolution No. 2010-41 are hereby repealed
37 in their entirety.
38

39 Section 4. This Resolution shall take effect immediately upon adoption.
40

41 PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.
42
43

44 (Village Seal)

MAYOR

45
46 ATTEST:
47
48
49 _____
50 VILLAGE CLERK

Exhibit “A”

Authorized Code Sections

Code Section	Description
4-27	Animals Prohibited in Certain Areas/Running at Large
4-31	Removal of Animal Waste
4-32	Animal Waste Removal Implements
6-113	Prohibited Signs
14-25	Garbage Cans Kept Covered
15-2	Exterior Property Areas (Property Maintenance Standards)
15-3	Exterior of Structures (Property Maintenance Standards)
17-32	Engaging in Business without Business Tax Receipt
17-33.1	Marking of Commercial Vehicles (Name, Address, Phone Number)
18-35	Boat and Boat Trailer Parking in R-1 and R-2 Districts
18-35.1	Recreational Vehicles and Trailer Parking in R-1 and R-2 Districts
18-46	Operation of Golf Carts
19-47	Obstructing Public Passageways
19-105	Permissible Time for Construction Activity
19-202	Irrigation Restrictions
20-1	Use of Parks (Permitted Hours)
20-2	Failure to Cooperate in Maintaining Park Restrooms Neat and Sanitary
20-3	Erecting Buildings or Structures in Parks without Authorization
20-4	Climbing Trees and Standing or Sitting on Monuments, Fountains, Railings and Fences Prohibited in Parks
20-5	Traffic in Parks
20-6	Operation of Bicycles in Parks and at Country Club
45-36(J)(e)	Unauthorized Use of Off-Street Parking Areas
45-36(U)(7)	Removal of Portable Storage Containers or Roll-Off Dumpsters (Severe Weather Conditions)

Exhibit “B”

Fine Schedule for Code Citations

Violation	Fine
First Violation*	\$50.00
Second Violation	\$150.00
Third Violation	\$250.00
Mandatory Special Magistrate Hearing	Up to \$500.00

*At the discretion of the issuing person (code compliance officer, law enforcement officer, public safety aide or park ranger), a written warning may be issued in lieu of a first violation. In the event of a written warning issued in lieu of a first violation, the next violation will still be treated as second violation.

RESOLUTION 2009-52

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DESIGNATING THE CODE SECTIONS TO BE ENFORCED BY CITATION AND ESTABLISHING A SCHEDULE OF PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance 2009-11, the Village Council established an alternate method of code enforcement to provide for the issuance of citations; and

WHEREAS, Section 2-253 of the Village Code requires the Village Council to designate, by resolution, the sections of the Village Code of Ordinances to be enforced by citation and to establish a schedule of penalties.

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. As required by Section 2-253 of the Village Code of Ordinances, the Village Council hereby authorizes the enforcement of the following code sections through the issuance of code enforcement citations:

Section Number:	Title/Description:
4-25	Collar and Tag Required
4-27	Animals Prohibited in Certain Areas
4-28	Animals Running at Large
4-31	Removal of Animal Waste
4-32	Waste Removal Implements
14-25	Commercial Garbage Cans Kept Covered
17-33.1	Marking of Commercial Vehicles
19-47	Obstructing Passageways
19-111(b)	Use of Power-Driven Machinery
45-36(J) (e)	Use of Off-Street Parking Areas

Section 3. As further required by Section 2-253 of the Village Code of Ordinances, the Village Council hereby establishes the following schedule of penalties for violations of the code sections designated above when enforced by citation:

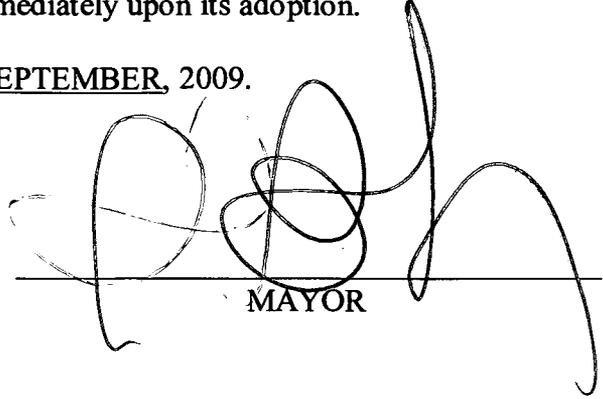
First Violation:	\$ 25.00
Second Violation:	\$100.00
Third Violation:	\$150.00
Fourth Violation:	Mandatory appearance before Code Enforcement Board

Section 4. In the event the Village prevails in any code citation case presented to the Code Enforcement Board at the request of the violator or because the violator failed to request a hearing or pay the fine, the Code Enforcement Board shall assess administrative costs incurred by the Village in presenting the case to the Board.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 24th DAY OF SEPTEMBER, 2009.

(Village Seal)



MAYOR

ATTEST:


VILLAGE CLERK

RESOLUTION 2010-41

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING RESOLUTION 2009-52 TO DESIGNATE ADDITIONAL CODE SECTIONS TO BE ENFORCED BY CITATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance 2009-11, the Village Council established an alternate method of code enforcement to provide for the issuance of citations; and

WHEREAS, Section 2-253 of the Village Code requires the Village Council to designate, by resolution, the sections of the Village Code of Ordinances to be enforced by citation and to establish a schedule of penalties; and

WHEREAS, on September 24, 2009, the Village Council adopted Resolution 2009-52, designating certain Code sections to be enforced by citation and establishing a schedule of penalties; and

WHEREAS, the Council wishes to amend Resolution 2009-52 to designate additional sections of the Village Code to be enforced by citation.

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. In addition to those previously identified in Resolution 2009-52, the Village Council hereby authorizes the enforcement of the following code sections through the issuance of code enforcement citations:

Section Number:	Title/Description:
5-33	Boat launching area – Designated; use restricted
5-35	Boat launching area – Vehicle/Trailer parking in designated areas; permits required
18-36	Parking in violation of signs

Section 3. All references to the Code Enforcement Board in Resolution 2009-52 are amended to refer to the Code Enforcement Special Magistrate.

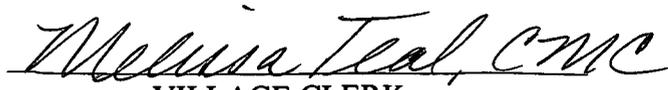
Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2010.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING ARTICLE VII, "ALTERNATE METHOD OF CODE ENFORCEMENT," TO MODIFY THE PROCEDURES APPLICABLE TO THE ISSUANCE OF CIVIL CODE ENFORCEMENT CITATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach, as a duly organized Florida municipality, possesses the home rule powers conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, through the adoption of Ordinance No. 2009-11 on September 10, 2009, the Village Council adopted a new Article VII, "Alternate Method of Code Enforcement," of Chapter 2 of the Village Code of Ordinances to provide a streamlined process for the issuance and disposition of citations as an alternate method of code enforcement; and

WHEREAS, the Village Council wishes to amend Article VII to update and clarify the procedures for the issuance of code enforcement citations and allow for the issuance of citations by a park ranger for violations occurring within Village parks; and

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

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 2, "Administration," of the Village Code of Ordinances by adopting a new Article VII, "Alternate Method of Code Enforcement," to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

ARTICLE VII. ALTERNATE METHOD OF CODE ENFORCEMENT

Sec. 2-251. Issuance of citations.

A code compliance officer, sworn police officer or public safety aide may issue a citation to a person when, based on personal investigation, the officer or aide has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance for which enforcement by citation has been authorized, ~~and the~~ For violations occurring within a village park, a citation may be issued by a park ranger.

Sec. 2-252. Hearing.

The ~~the~~ village's code enforcement board special magistrate will hold a hearing on the violation if the citation is either contested or if the ~~fine~~ applicable civil penalty is not paid within the time specified in the citation.

Sec. 2-252 253. Form and contents of citation.

(a) The citation issued by the ~~code compliance officer, sworn police officer or public safety aide~~ shall be in a form prescribed by the Village, and shall contain, at a minimum, the following:

- (1) The date and time of issuance;
- (2) The name and address of the person to whom this citation is issued;
- (3) The date and time the civil infraction was committed;
- (4) A brief description of the violation;
- (5) The number ~~of~~ or section of the code or ordinance violated;
- (6) The name of the issuing ~~officer or aide~~ person;
- (7) The procedure for the person to follow in order to pay the civil penalty or contest the citation;
- (8) The applicable civil penalty if the person elects to contest the citation;
- (9) The applicable civil penalty if the person elects not to contest the citation; and
- (10) A conspicuous statement if the person fails to pay the civil penalty within the time allowed or fails to ~~appear~~ request a hearing before the village's code enforcement board special magistrate to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty set forth in section 2-255 below.

(b) After issuing a citation to an alleged violator, ~~an officer or aide~~ the issuing person shall provide the original citation and one copy of the citation to the village's code enforcement division for further processing.

Sec. 2-253 254. Codes to be enforced by citation.

The village council shall establish, by resolution, a schedule of the code sections that, due to their nature, lend themselves to enforcement by means of the citation method, in addition to a schedule of penalties for violation of these sections. The schedule of code sections and penalties may be amended at the discretion of the village council.

Sec. 2-254 255. Right to hearing; maximum penalty.

(a) Upon receipt of a citation, a person alleged to have violated the village code may request a hearing before the Village's code enforcement board special magistrate and present his or her case ~~to the board.~~

(b) All violations shall be considered civil infractions, ~~and the~~

(c) ~~The code enforcement board~~ special magistrate may assess a maximum civil penalty not to exceed \$500.00, plus the village's administrative costs if the violation is contested and upheld or if the person issued the citation fails to pay the civil penalty or request a hearing within the time specified on the citation.

Sec. 2-255 256. Failure to accept citation.

Any person who willfully refuses to sign and accept a citation issued by a code compliance officer, sworn police officer, ~~or~~ public safety aide or other designated person shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

Sec. 2-256 257. Provisions additional and supplemental.

This article constitutes an additional and supplemental means of enforcing the provisions of the village code. Nothing contained in this division shall prohibit the village from enforcing its codes or ordinances by other lawful means.

Section 3. The provisions of this Ordinance shall become and be made part of the Code of Ordinances for 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 the Ordinance.

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

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

PLACED ON FIRST READING THIS 28TH DAY OF OCTOBER, 2021.

PLACED ON SECOND, FINAL READING AND PASSED THIS 18TH DAY OF NOVEMBER, 2021.




VICE MAYOR


VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


VILLAGE ATTORNEY

**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: January 13, 2022

SUBJECT: **DISCUSSION** -- Parking regulations related to the storage of utility trailers and the restriction of on-street parking near Lakeside Park (Code Sections 18-34.1, 18-35, 18-35.1).

Village staff is working on two separate regulatory issues that impact Article III, Sections 18-34.1, 18-31 and 18-35.1 and require Village Council guidance. Specifically, staff is attempting to address requests to 1) develop regulations related to screening utility trailers in residential zoning districts and 2) refine the on-street parking restrictions near Lakeside Park.

Utility Trailers:

During recent discussions related to regulations addressing the storage of boats and RVs on residential properties, it was suggested that utility trailers be included as equipment to be regulated as well. The issue that prompted this suggestion was the absence of any regulations that require utility trailers to be screened.

Staff requires some direction regarding these regulations. It is probably best from a consistency perspective to treat utility trailers similar to RVs – they need to be completely screened (using the 90% opacity standard) except for what might be visible from the ROW adjacent to a 6' gate.

However, a “grandfathering” provision should be considered as well. Staff requires some guidance on such a provision.

On-Street Parking near Lakeside Park:

At a recent Council meeting, questions were raised regarding the need for on-street parking regulations in the neighborhood surrounding Lakeside Park. The existing regulations – which prohibit parking on-street on weekends and holidays -- were originally adopted in response to concerns from residents about on-street parking by Lakeside Park visitors.

Village staff intends to eliminate streets north of Lighthouse Drive from the existing regulations. The Village has not posted these areas with the parking restrictions nor has it needed to enforce the regulations on those streets

Additionally, staff will discuss the inclusion of the existing policy related to the use of resident parking passes that will allow residents and their visitors to park on-street and expanding the “no-parking” restrictions at all times, as opposed to weekends and holidays only.

Recommendation:

Village Staff requests Council policy direction related to screening utility trailers and on-street parking restrictions near Lakeside Park.