



U.S. Department of Homeland Security
Federal Emergency Management Agency
Region 4
3003 Chamblee-Tucker Road
Atlanta, GA. 30341

FEMA

Region 4 - Recovery

October 6, 2022

Kevin Guthrie
Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

David Turner
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL. 33051

Re: FEMA Public Assistance Eligibility Determination – The City of Key Colony Beach, PA ID 087-36325-00, FEMA-4337-DR-FL, Project 11458

Dear Kevin Guthrie and David Turner:

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that the work and cost is ineligible for Public Assistance funding. Please see the enclosed FEMA Public Assistance Determination Memorandum for detailed information.

Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and applicable regulations, the City of Key Colony Beach (Applicant) is entitled to appeal this eligibility determination. The Applicant may appeal this determination to the FEMA Region 4 Regional Administrator pursuant to Title 44 Code of Federal Regulations § 206.206. The appeal must: (1) contain documented justification supporting the Applicant's position, (2) specify the monetary figure in dispute, and (3) cite the provisions in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent. The Applicant should also include a current email address to receive electronic correspondence. The Applicant must submit the appeal to the Florida Division of Emergency Management (Recipient) within 60 days of the Applicant's receipt of this determination. The Recipient must then transmit the appeal, with a written recommendation, to Region 4 within 60 days of receiving the Applicant's appeal.

Lastly, the Applicant must submit all relevant supporting information with its first appeal. For reference, a current index of documents relevant to this determination is enclosed.

Kevin Guthrie and David Turner
October 6, 2022
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If you have any questions, please contact Marija Diceviciute, Florida Division of Emergency Management Appeals Officer, 850-815-4442 or email FDEM-PA-APPEALS@em.myflorida.com

Sincerely,

GARY D GLOVER

Digitally signed by GARY D
GLOVER
Date: 2022.10.06 07:27:53 -04'00'

Gary D. Glover
Infrastructure Branch Director
Federal Emergency Management Agency
FEMA 4337-DR-FL

Enclosures:
FEMA PA Eligibility Determination Memorandum
Index of Documents



ELIGIBILITY DETERMINATION MEMORANDUM City of Key Colony Beach

Project No.	11458	Applicant Type <input type="checkbox"/> State Agency <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Tribe <input type="checkbox"/> Private Nonprofit
Version No.	0	
Damage Inventory Nos.	41997/41998/929002	
Project Title: Key Colony Beach City Hall Building Damage		
Category of Work: E – Buildings and Equipment		

Amount Requested:	\$3,685,939.00	Eligibility Issue Type(s) <input type="checkbox"/> Applicant Eligibility <input type="checkbox"/> Facility Eligibility <input checked="" type="checkbox"/> Work Eligibility <input checked="" type="checkbox"/> Cost Eligibility
Amount Denied:	\$3,523,891.00	
Issue Keyword(s): Direct Result of the Disaster/Deferred Maintenance/ 50% rule		

Project Description:

Hurricane Irma caused strong winds, torrential rain and tidal surge which resulted in extensive damage throughout Florida. The incident period for this disaster is September 04, 2017, through October 18, 2017. The widespread damage resulted in a major disaster declaration, (FEMA-4337-DR-FL), on September 10, 2017. This disaster declaration, as amended, authorized Public Assistance (PA) in all Florida Counties.

The City of Key Colony Beach (Applicant) is an eligible applicant as a local unit of government and claims that Hurricane Irma's high winds, tidal surge, wave action, and storm surge caused damage to the City of Key Colony Beach City Hall building interior, roof, and its contents. The city government building is a concrete masonry building built over spread footings on pilings. The floors are a floating slab on sand base. Originally built in 1959, the building has two additions, the post office built in 1995, and additional office space built in 1996.

In the City of Key Colony Beach's original request for FEMA PA reimbursement, the Applicant submitted a request to FEMA for total replacement of the Key Colony City Hall building and its contents, due to claimed damage from the Hurricane Irma event. FEMA determined the cost to complete the Applicant's scope of work (SOW) to reflect an estimated total of \$3,685,939.00 11458 - DR4337FL - CEF (OLD-DO NOT USE).xlsx. The base construction cost for replacement, however, is determined as \$1,813,504.00, which is the costs used for replacement, omitting all soft costs. The eligible estimated cost to repair the facility which includes the



updated Damage, Description, and Dimensions is determined as \$162,048.00 11458 - DR4337FL - CEF.xlsx. *Document Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf*; 11458 - DR4337FL - CEF.xlsx. Therefore, based on FEMA policy and project cost calculations, this project does not meet the 50 Percent Rule and does not qualify for replacement.

Issue:

Is FEMA able to provide funding for a declared scope-of-work and costs when the Applicant failed to provide requested documentation as evidence that the claimed facility is eligible for complete replacement? Has the Applicant provided evidence that damage to the claimed facility was incurred as a direct result of the Hurricane Irma disaster?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Pub. L. No. 93-288 (hereinafter *Stafford Act*).**

§ 406, 42 U.S.C. § 5172, - *Repair, Restoration, Replacement of Damaged Facilities*

(a) Contributions-

(1) In General.- The President may make contributions to-

(A) to a State or local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by the government...

(e) Eligible Cost.-

(1) Determination.-

(A) ... the President shall estimate the eligible cost of repairing, restoring, reconstructing, or replacing a public facility or private nonprofit facility-

- (i) on the basis of the design of the facility as the facility existed immediately before the major disaster; [and]
- (ii) in conformity with the latest published editions of relevant consensus-based codes, specifications, and standards...

- **Title 2 of the Code of Federal Regulations (C.F.R.) (January 1, 2018):**



§ 200.403-*Factors affecting allowability of costs.*

Except as otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (g) Be adequately documented.

- **Title 44 of the Code of Federal Regulations (C.F.R.) (October 1, 2016):**

§ 206.223 General Work Eligibility

(a) General. To be eligible for financial assistance, an item of work must:

- (1) Be required as a result of the emergency or major disaster event;
- (2) Be located within the designated area of a major disaster...; and
- (3) Be the legal responsibility of an eligible applicant.

§ 206.226 Restoration of damaged facilities

(f) Repair vs. replacement

- (1) A facility is considered repairable when disaster damages do not exceed 50 percent of the cost of replacing a facility to its predisaster condition, and it is feasible to repair the facility so that it can perform the function for which it was being used as well as it did immediately prior to the disaster.
- (2) If a damaged facility is not repairable in accordance with paragraph (f)(1) of this section, approved restorative work may include replacement of the facility. The applicant may elect to perform repairs to the facility, in lieu of replacement, if such work is in conformity with applicable standards. However, eligible costs shall be limited to the less expensive of repairs or replacement.

- **FEMA Public Assistance Program and Policy Guide, FP 104-019-2 (April 2018) (*herein after PAPPG*):**

- **Chapter 2, Section IV, General Work Eligibility**

Through the PA Program, FEMA provides:

- Grant funding for permanent restoration of damaged facilities, including cost-effective hazard mitigation to protect the facilities from future damage (Permanent Work).



B. General Work Eligibility

At a minimum, work must meet each of the following three general criteria to be eligible:

- Be required as a result of the declared incident;
- Be located within the designated area, with the exception of sheltering and evacuation activities; and
- Be the legal responsibility of an eligible Applicant. (*PAPPG*, p. 19)

The final component evaluated for eligibility, are the costs claimed by the Applicant. Not all costs incurred as a result of the incident are eligible. To be eligible, costs must be:

- Directly tied to the performance of eligible work;
- Adequately documented;
- Reduced by all applicable credits, such as insurance proceeds and salvage values;
- Authorized and not prohibited under Federal, State, Territorial, Tribal, or local government laws or regulations;
- Consistent with the Applicant's internal policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the Applicant; and
- Necessary and reasonable to accomplish the work properly and efficiently. (*PAPPG*, pp. 21-22)

- **Chapter 2, Section VII, Permanent Work Eligibility**

Permanent Work (Categories C–G) is work required to restore a facility to its pre-disaster design (size and capacity) and function in accordance with applicable codes and standards. (*PAPPG*, pp. 84)

D. Repair vs. Replacement

When evaluating whether a damaged facility is eligible for replacement, FEMA compares the repair cost with the replacement cost and evaluates the feasibility of repairing the facility.

A facility is considered repairable when:

- The cost to repair the disaster-related damage does not exceed 50 percent of the cost to replace the facility based on its pre-disaster size, capacity, and function; and
- It is feasible to repair the facility so that it can perform the pre-disaster function as well as it did prior to the incident



The comparison of the repair cost to the replacement cost results in a fraction that expresses repair as a percentage of replacement. The percentage is calculated with the repair cost as the numerator and the replacement costs as the denominator. FEMA refers to this calculation as the “50% Rule.”

1. Calculation

The repair cost (numerator) is the cost of repairing disaster-related damage only and includes costs related to compliance with codes or standards that apply to the repair of the damaged elements only (including federally required codes and standards). The numerator does not include costs associated with:

- Upgrades of non-damaged elements even if required by codes or standards (e.g., elevation of an entire facility triggered by repair)
- Demolition beyond that which is essential to repair the damaged elements
- Site work
- Soft costs
- Contents
- Hazard mitigation measures
- Emergency Work

The replacement cost (denominator) is the cost of replacing the facility on the basis of its pre-disaster design (size and capacity) and function in accordance with applicable codes or standards. The denominator does not include costs associated with:

- Demolition
- Site work
- Soft costs
- Contents
- Hazard mitigation measures
- Emergency Work

Analysis:

FEMA, pursuant to its delegated authority, may make contributions to a local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by that government. *Stafford Act § 406(a)(1)*. FEMA has determined the City of Key Colony Beach is an eligible applicant that may receive contributions for the repairs to damage caused by the major disaster only in accordance with all Federal regulations and policy.

Repair versus Replacement – The 50 Percent Rule

In FEMA’s initial review of the City of Key Colony Beach’s request to FEMA for total replacement of the city hall building and its contents, FEMA utilized documentation provided by Eastern Engineering Group, the Applicant’s licensed engineer, which advised that the required method of repair for the damaged facility is demolition in excess of 50 percent of the structure in



order to install augercast concrete piles to a depth of 23 feet. It was also advised that construction equipment necessary to make the repair would be inhibitive to the existing 1960's foundation system. *11458 DR4337 Fl - Universal Geotech Report - Key Colony Beach - Soils Report.pdf*. According to the Applicant's engineer, the viable method of restoration was determined as facility replacement. Additionally, the Applicant provided a letter from Eastern Engineering Group dated May 14, 2019 that indicates that the City's intention to replace the City Hall building was brought to Eastern Engineering's attention. In its letter, Eastern Engineering Group provided a recommendation of another engineering firm concerning the proposed construction of a water tank at the City's Wastewater Treatment Plant (an entirely different geographic location) which recommends the same type of slab/pier/foundation the city is planning to build at the current damaged city hall site. The recommendation from the prior firm was in November of 2016 - approximately one year prior to the Hurricane Irma disaster event. Further, in provided documentation, Eastern Engineering Group does not claim to have inspected the damaged city hall building or reviewed any other damage data or assessments. Eastern Engineering Group did not provide findings of damages or recommendations for repair of any damages from any cause.

Based on FEMA's review of all available documentation, FEMA determined the project cost to complete the Applicant's scope of work (SOW) to reflect an estimated total of \$3,685,939.00. The base construction cost for replacement (omitting all soft costs) of the claimed facility is determined as \$1,813,504.00. The eligible estimated cost to repair the facility which includes the updated Damage, Description, and Dimensions is determined as \$162,048.00. Therefore, based on FEMA policy and project cost calculations, this project does not meet the 50 Percent Rule and does not qualify for replacement, $\$162,048.00 / \$1,813,504.00 = 8\%$. *11458 - DR4337FL - CEF (OLD-DO NOT USE).xlsx*

In accordance with FEMA policy, "When evaluating whether a damaged facility is eligible for replacement, FEMA compares the repair cost with the replacement cost and evaluates the feasibility of repairing the facility.

A facility is considered repairable when:

- The cost to repair the disaster-related damage does not exceed 50 percent of the cost to replace the facility based on its pre-disaster size, capacity, and function; and
- It is feasible to repair the facility so that it can perform the pre-disaster function as well as it did prior to the incident.

The comparison of the repair cost to the replacement cost results in a fraction that expresses repair as a percentage of replacement. The percentage is calculated with the repair cost as the numerator and the replacement costs as the denominator. FEMA refers to this calculation as the "50% Rule." (*PAPPG, pp. 99-100*).

Thus, based on FEMA's review of all provided documentation, FEMA is unable to consider this project for replacement of the Applicant's claimed facility and its contents.



Consequently, FEMA continued on with the project's review to consider eligibility of repair costs associated with the claimed facility and its contents.

Direct Result of Disaster

The City of Key Colony Beach failed to provide documentation as evidence that damage to the Key Colony Beach City Hall building and its contents was incurred as a direct result of the Hurricane Irma disaster.

In accordance with FEMA policy, for temporary repairs, mold remediation, and permanent work, the Applicant must demonstrate that damage was caused directly by the declared incident. FEMA does not provide PA funding for repair of damage caused by:

- Deterioration,
- Deferred maintenance,
- The Applicant's failure to take measures to protect a facility from further damage, or
- Negligence. (*PAPPG*, pp 19-20).

In addition to the Applicant's claim that the City of Key Colony Beach City Hall building and its contents were damaged by the Hurricane Irma event, the Applicant further claims that Hurricane Irma caused damage to the facility's concrete slab and voids below the slab. *Document Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf*. The Applicant provided its engineering report dated August 3, 2018, which discussed the foundation and structural damage to the facility. The findings are as follows: 1. Based on the observations made during the on-site investigation, the engineering firm concluded that the interior of the building was inundated to a depth of approximately 24 inches due to flooding associated with the passage of Hurricane Irma in September 2017. 2. The voids beneath the slab were an ongoing, long term condition cause by settlement of soils coupled with cyclic inundation of the soils. 3. The long-term condition of the voids indicated that the foundation was not in imminent danger of failure, and, subsequently the structure is not unfit for occupation, however, the voids below the floor will need to be eliminated to prevent the collapse of the concrete floor. *Ibid*.

Document "Exhibit 2 KCB Geotech Report-Universal.pdf" dated August 14, 2018, is a Universal Engineering Services report which presents findings of severe slab elevation differences and significant sub-slab voids caused by improper site fill and settlement over time. The slab is divided into three areas of which two exhibit settlement of at least 4.7 inches. This report uses data from an IBTS report dated November 16, 2017, titled "Site Boring Analysis." The IBTS data is an appendix to the Universal Engineering report and includes only photographs of slab borings and sub-slab voids. Document "Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf." is an Engineering report commissioned by the NFIP Insurer. The report is dated August 3, 2018. Their findings include: A) The building is not unfit for occupancy. B) The voids can be filled. C) The slab problems all predated the disaster.



The Applicant also provided the Eastern Engineering Group letter dated May 14, 2019, to support its claim of disaster-related damage to the City Hall building and its contents. However, the letter merely identifies an acceptable slab/pier/foundation system for the new building to be constructed on the site of the present City Hall. The provided letter presents no findings or opinions of the necessity to demolish the existing City Hall structure; pre-disaster and post-disaster damage analyses of specific building elements were not provided. FEMA utilized the Eastern Engineering Group letter as the source for the method of repair to develop the scope of work in its CEF analysis.

Based on FEMA's review of this project, it was determined that the Applicant's originally submitted project did not include any damages to the foundation. FEMA submitted a Request for Information (RFI) to the Applicant in order to provide an opportunity to support the foundation damages noted in the engineering report. However, the applicant was unable to provide any information. After reviewing the plans for the original building, it was discovered that the foundation of the building was pile supported; the building as a whole is not settled; and the building does not exhibit signs of structural damages. Therefore, FEMA determined that even with evidence of disaster-related damage to the floor, the building does not require replacement; the floor can be repaired. *RE_DR 4337 Key Colony Beach GM 11458 PW 06016.pdf*.

Thus, FEMA has determined that the City of Key Colony Beach City Hall building and contents project is ineligible for replacement. Additionally, the Key Colony Beach City Hall building contained substantial degradation prior to the Hurricane Irma event. Claimed damages appear to be a result of long-standing issues from site conditions. Costs to fill the voids and restore the slab are deemed ineligible because the Applicant failed to provide evidence that claimed damages are a direct result of the declared Hurricane Irma incident. The Applicant failed to distinguish pre-existing damage from disaster-related damage; and the Applicant's documentation does not establish slab damage to the building elements as a direct result of the Hurricane Irma disaster. *DM Referral Memo 11458.docx*.

FEMA utilized RSMeans to determine project costs. *11458 - DR4337FL - CEF.xlsx*.

Eligibility Determination: ☒ Partially Approved ☐ Denied

Therefore, this project is partially approved for FEMA Public Assistance. The Applicant's total claimed costs for this project are \$3,685,939.00. The total cost supported is \$162,048.00 (\$3,685,939.00-\$3,523,891.00); the total cost unsupported is \$3,523,891.00.

In FEMA's review, it should be noted that the Applicant received a state grant for \$2,282,939.00 to be used towards our new City Hall. <https://keycolonybeach.net/wp-content/uploads/2022/08/letter-to-residents-2.pdf>



Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206. If the Applicant elects to file an appeal, the appeal must:

- 1) contain documented justification supporting their position,**
- 2) specify the monetary figure in dispute, and**
- 3) cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.**

The appeal must be submitted to the Recipient, Florida Division of Emergency Management, by the Applicant within 60 days of its receipt of this determination. The Recipient's transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant's letter. If you have any questions, please contact the Florida Division of Emergency Management, Marija Diceviciute at marija.diceviciute@em.myflorida.com.

Approval:

PA Management: Gary D. Glover, Infrastructure Branch Director

Signature: **GARY D GLOVER** Digitally signed by GARY D GLOVER
Date: 2022.10.06 07:28:39 -04'00'

Date: _____

Document Index:

Document Description	File Name
Correspondence	<i>RE_ DR 4337 Key Colony Beach GM 11458 PW 06016.pdf</i>
Scope of Work Documentation	<i>Prop #10416 - Key Colony City Hall.pdf</i>
FEMA Validation Document	<i>11458 - DR4337FL - CEF.xlsx</i>
DM Referral Memo	<i>DM Referral Memo 11458.docx#</i>



FEMA Validation Document	<i>11458 - DR4337FL - DI 929002 Validation Summary.xlsx</i>
Correspondence	<i>11458 - DR4337FL - DI 929002 Email 12.21.21.pdf#</i>
Building Contents	<i>DR4337 Project 11458 Building Contents.xlsx#</i>
DR4337 Project 11458 Building Official Letter 2021-12-16	<i>DR4337 Project 11458 Building Official Letter 2021-12-16.pdf#</i>
Insurance Policy	<i>PRM FULL POLICY 2016.pdf#</i>
Insurance Documentation	<i>DR4337 Project 11458 - FINAL 2016-17 PRM COVERAGE DOC PRM016-003 excl Member End.pdf#</i>
Correspondence	<i>DR4337 Project 11458 Applicant Email Declining to Claim for Building Contents.pdf#</i>
FEMA Record of Considerations	<i>PA-04-FL-4337-PW-06016_REC.pdf#</i>
Correspondence	<i>11458 - DR4337FL - EHP RFI Satisfied Email 11.17.21.pdf#</i>
Correspondence	<i>DR4337 Project 11458 Email of FPN Website Posting from applicant 2021-11-16.pdf#</i>
EHP RFI	<i>20211104 PA 4337-06016 PN 11458 EMAIL FPN.pdf#</i>
FEMA Insurance Narrative	<i>SP11458 DR4337FL- Insurance Narrative- Key Colony Beach- City of- CAT E1.pdf</i>
Flood Insurance Policy	<i>KCB Flood Insurance Policy.pdf</i>
Bid Documentation	<i>LIVS Associates Architect AIA Agreement - Signed - City Hall.pdf</i>
Bid Documentation	<i>KCB AE RFQ.pdf#</i>
Correspondence	<i>Exhibit 10 Key Colony Beach City Hall Condemnation.pdf</i>
Engineering Report	<i>Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf</i>
Revised Grimes Survey.pdf	<i>Revised Grimes Survey.pdf</i>
Contract Document	<i>DR 4337 Project 11458 CITY OF KEY COLONY BEACH - CITY HALL PRELIMINARY DESIGN PLANS.pdf</i>



Claim Settlement	<i>Project 11458 DR4337FL KCB Claim Determination 11.07.2019.pdf</i>
Air MD Asbestos Survey	<i>Air MD Asbestos Survey.pdf#</i>
Procurement Documentation	<i>KCB Approval of LIVS Minutes.pdf#</i>
Procurement Documentation	<i>CardnoCampbell - RFQ.pdf#</i>
Bid Documentation	<i>BetaJones - A&E RFQ.docx#</i>
Site Inspection Report	<i>city hall site inspect fema .pdf#</i>
Damage Drawings and Sketches	<i>11458DR4337FL Insurance Building and Flood.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #26.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #25.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #4.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #3.pdf#</i>
Damage Drawings and Sketches	<i>11458DR4337FL building plans 1.pdf#</i>
Flood Insurance Policies and Claims. Ops. RO. Blower 05.22.18	<i>Flood Insurance Policies and Claims. Ops. RO. Blower 05.22.18.pdf#</i>
FEMA list Damage Description_IBTS Comments	<i>FEMA list Damage Description_IBTS Comments.pdf#</i>
BCO Determination Letter	<i>BCO Determination Letter.pdf#</i>
Maintenance Records	<i>KCBMaintenancerecords.pdf#</i>
KCB50%zoningcode	<i>KCB50%zoningcode.pdf#</i>
Applicant-Provided Documentation	<i>CSA letter to IBTS ref. Key Colony Beach Civic Center (rev) 180319.pdf#</i>



Applicant-Provided Documentation	<i>CSA letter to IBTS ref. Key Colony Beach Civic Center..pdf#</i>
Elevation Certificate	<i>elevation cert City Hall.pdf#</i>
Applicant-Provided Documentation	<i>Freeboard requirement BFE +1.pdf#</i>
Applicant-Provided Documentation	<i>KCB City Hall Tax Value.pdf#</i>
Applicant-Provided Documentation	<i>KCB_Final Draft REPAIR_Overview_CAT_V6_APRIL01-2018.pdf#</i>
Applicant-Provided Documentation	<i>Key Colony Beach_Site Boring Album.pptx#</i>
Proof of Loss Documents	<i>proof of loss city hall.pdf#</i>
Mitigation site Inspection Report	<i>SI 3580 Damage 41997 Key Colony Beach City Hall Monroe County.docx#</i>
Correspondence	<i>Dave Morrill - Key Colony Beach -Cityhalldisc 3-28-18.docx#</i>
04-09-2018 Dave Morrill Email to KCB RE 50-50 Rule	<i>04-09-2018 Dave Morrill Email to KCB RE 50-50 Rule.pdf#</i>
Insurance Policy	<i>KCB Property Insurance Policies.pdf#</i>
Photos	<i>WO3580_41997_DR4337FL_Photos.pdf#</i>
Site Inspection Report	<i>WO3580 - DR4337FL - Site Inspection Report.pdf#</i>
Firmette	<i>WO3580_DR4337FL_Firmette.pdf#</i>
Site Inspection Report	<i>WO3584 - DR4337FL - Site Inspection Report.pdf#</i>
Photos	<i>WO3584_41998_DR4337FL_Photos.pdf#</i>
Firmette	<i>WO3584_41998_DR4337FL_Firmette.pdf#</i>
Location Map	<i>WO3584_41998_DR4337FL_Map.pdf#</i>
EHP Site Visit Report	<i>20180226 SI Key Colony Beach WO 14354 3584 3580.pdf#</i>
EHP Site Visit Report	<i>20171213 PA 4337 Key Colony Beach Site Visit Form.pdf#</i>



FEMA

FEMA-4337-DR-FL
PA ID 087-36325-00

Purchasing Policy	<i>KCB Purchasing Policy.pdf#</i>
Pay Policy	<i>project 10258 - Pay policy.pdf#</i>

public works
Equipment only!

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("AGREEMENT") is entered into and executed by and between the named insured, **PUBLIC RISK MANAGEMENT OF FLORIDA, INC.**, on behalf of and including its affiliated subsidiaries, and associated companies and/or corporations and its interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party or interest which the Insured is responsible to insure, as detailed in the Policy Wording., and the **CITY OF KEY COLONY BEACH**, and all other persons or entities acting or purporting to act on its behalf (hereinafter collectively referred to as "CITY OF KEY COLONY"), and **LEX – LONDON, A DIVISION OF AIG EUROPE, CERTAIN UNDERWRITERS AT LLOYD'S LONDON SUBSCRIBING TO POLICY B130AP00750B17, WESTCHESTER SURPLUS LINES INSURANCE COMPANY, ARCH SPECIALTY INSURANCE COMPANY OF KANSAS CITY, MISSOURI., ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY, AXIS SURPLUS INSURANCE COMPANY, NATIONAL FIRE & MARINE INSURANCE COMPANY, and CRAMER, JOHNSON WIGGINS & ASSOCIATES, INC.**, on behalf of and including their agents, representatives, servants, third party administrators, assigns, administrators, subsidiaries, independent adjusters, experts, consultants, accountants, attorneys, successors, predecessors, parent and related corporations, and/or business organizations of any kind (hereinafter collectively referred to as "INSURERS").

DEFINITIONS

- A. The "PARTIES" mean and refer to "THE CITY OF KEY COLONY BEACH", and the INSURERS.
- B. The "POLICY" refers to the insurance contracts issued by the INSURERS as follows:

Insurer	Policy Number
Lex – London, a Division of AIG Europe	B130AP00750A17
Certain Underwriters at Lloyds, London	B130AP00750B17
Westchester Surplus Lines Insurance Company	D37363133 009
Arch Specialty Insurance Company of Kansas City, Missouri	ESP7300139-04
Endurance American Specialty Insurance Company	ESP30000343300
Axis Surplus Insurance Company	EAF781214-17
National Fire & Marine Insurance Company.	42-PRP-000318-04

C. The "CLAIM" means and refers to all claims for insurance proceeds under the POLICY for all loss or damage to the property specified as **Equipment per the submitted claim detail with no specified location other than the City of Key Colony Beach**, which is the sole subject of this release or any other interests of the City of Key Colony Beach through the date of this AGREEMENT contributed to, caused by, arising out of, resulting from, made worse by, or in any way associated with: Hurricane Irma, wind, tornado, water, rain, wind driven rain, surface water, wear and tear, deterioration, improper maintenance; improper construction, improper grading and/or siting, improper installation, improper repair; mold, rot, ordinance or law, increased costs of construction, matching, debris removal and cleanup; interior water damage, damage caused by seepage and leakage of water, damage to drywall, flooring, trim; damage to roofs, windows, doors, sliding glass doors, seals, sealants and/or stucco; damage to landscaping, temporary and/or precautionary repairs, ensuing and/or

consequential loss, loss of use for which the following claim numbers were assigned by the INSURERS.:

Insurer

Lex – London, a Division of AIG Europe
Certain Underwriters at Lloyds, London
Westchester Surplus Lines Insurance Company
Arch Specialty Insurance Company of Kansas City, Missouri
Endurance American Specialty Insurance Company
Axis Surplus Insurance Company
National Fire & Marine Insurance Company

Claim Number

AP00750A17A1
AP00750B17A1
KY17K2258245
0000-13113690
10127972
ATL143647
PR1709023447

RECITALS

WHEREAS, the PARTIES have been working amicably toward reaching an agreement regarding the extent of coverage under the POLICY for the CLAIM.

WHEREAS, the PARTIES agree that it is in their best interest to avoid further expense, to reach an agreement and settle the CLAIM.

NOW THEREFORE, in consideration of the foregoing recitals and following promises, covenants, and conditions, the receipt, adequacy, and sufficiency of which is acknowledged, and having read the terms of and intending to be legally bound by this AGREEMENT, THE CITY OF KEY COLONY BEACH and the INSURERS agree as follows:

TERMS

1. Definitions and Recitals. The above definitions and recitals are incorporated by reference and are a part of this AGREEMENT.

2. Settlement Payment. THE CITY OF KEY COLONY BEACH and the INSURERS agree to the settlement amount of **ONE HUNDRED THIRTY ONE THOUSAND, SIX HUNDRED SIXTEEN DOLLARS (\$131,616.00)**

("Final Settlement Payment") This Final Settlement Payment shall be exclusive of prior payments. The Final Settlement Payment shall be payable as follows:

- A) **THIRTY NINE THOUSAND, FOUR HUNDRED EIGHTY FOUR DOLLARS AND SEVENTY NINE CENTS (\$39,484.79)** from or on behalf of Lex – London, a Division of AIG Europe
- B) **TWENTY SIX THOUSAND, THREE HUNDRED TWENTY THREE DOLLARS AND TWENTY CENTS (\$26,323.20)** from or on behalf of CERTAIN UNDERWRITERS AT LLOYD'S LONDON SUBSCRIBING TO POLICY B130AP00750B17,
- C) **TWENTY SIX THOUSAND, THREE HUNDRED TWENTY THREE DOLLARS AND TWENTY CENTS (\$26,323.20)** from or on behalf of WESTCHESTER SURPLUS LINES INSURANCE COMPANY,
- D) **THIRTEEN THOUSAND, ONE HUNDRED SIXTY ONE DOLLARS AND FIFTY NINE CENTS (\$13,161.59)** from ARCH SPECIALTY INSURANCE COMPANY OF KANSAS CITY, MISSOURI.
- E) **THIRTEEN THOUSAND, ONE HUNDRED SIXTY ONE DOLLARS AND FIFTY NINE CENTS (\$13,161.59)** from ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY,

F) SIX THOUSAND, FIVE HUNDRED EIGHTY DOLLARS AND EIGHTY CENTS (\$6,580.80) from AXIS SURPLUS INSURANCE COMPANY

G) SIX THOUSAND, FIVE HUNDRED EIGHTY DOLLARS AND EIGHTY CENTS (\$6,580.80) from NATIONAL FIRE & MARINE INS. CO.

a. Release. For and in consideration of the INSURERS' payment under Paragraph 2 of this AGREEMENT, THE CITY OF KEY COLONY BEACH does hereby remise, release, acquit, waive and forever discharge the INSURERS from any and all claims, losses, demands, actions, causes of action, rights, damages (whether compensatory, consequential and/or punitive), loss of services, expenses, compensation, breach of contract, tort claims, negligence, misrepresentation, libel or slander (anticipatory or otherwise) and any obligations towards THE CITY OF KEY COLONY BEACH whatsoever, which THE CITY OF KEY COLONY BEACH now has or which may accrue on account of or in any way growing out of any and all known and unknown, accrued or not yet accrued, anticipated or unanticipated, foreseen and unforeseen, contingent or not contingent, suspected or unsuspected, or direct, indirect or derivative claims that may accrue, in relation to the CLAIM.

IN FURTHER CONSIDERATION for the aforementioned Final Settlement Payment by the INSURERS, THE CITY OF KEY COLONY BEACH does hereby remise, release, acquit, and forever discharge the INSURERS from known and unknown, accrued or not yet accrued, anticipated or unanticipated, foreseen and unforeseen, contingent or not contingent, suspected or unsuspected, or direct, indirect or derivative claims, under the POLICY resulting from the INSURERS' claim handling practices

and/or relating to any assertions, allegations or claims that the INSURERS committed bad faith, engaged in improper or unfair claims practices, or breached the covenant of good faith and fair dealing that is alleged or could have been alleged with respect to the CLAIM.

THE CITY OF KEY COLONY BEACH acknowledges and agrees that the nature, amount and extent of the actual and potential losses, damages and claims in the matters being released may not be known at the date of this AGREEMENT, and additional or different facts than now known, suspected, or believed to be true may be discovered. Nevertheless, THE CITY OF KEY COLONY BEACH acknowledges and agrees to assume the risk of such unknown, unsuspected and unanticipated losses, damages and claims in the matters being released by this AGREEMENT, and intends to forever and fully discharge and release and irrevocably waive, all such losses, damages and claims in relation to the CLAIM, even if hereafter discovered or brought to their attention.

3. Compromise of a Disputed Claim. It is understood and agreed by THE CITY OF KEY COLONY BEACH that this AGREEMENT reflects a settlement of a disputed claim and is the product of arm's-length negotiations, and that the INSURERS, by making the payment described in this AGREEMENT, intend merely to resolve controversy and avoid the burden and expense of litigation. THE CITY OF KEY COLONY BEACH further understands and agrees that the payment under this AGREEMENT is not to be construed as an admission of liability on the part of the INSURERS. THE CITY OF KEY COLONY BEACH agrees that neither this AGREEMENT, its contents, its performance, nor any part of the negotiations had in

connection herewith, may be used for any purpose or in any manner by any of the PARTIES in any suit or proceeding of any kind, except as may be necessary to enforce the terms of this AGREEMENT. THE CITY OF KEY COLONY BEACH agrees that this AGREEMENT is intended to be a full and complete resolution and settlement by THE CITY OF KEY COLONY BEACH and the INSURERS, of any and all claims, allegations and causes of action by either party, arising out of any losses or the CLAIM.

4. Preparation of email to the mediator with the Confidential mediation statement Representations and Warranties. THE CITY OF KEY COLONY BEACH hereby represents and warrants that it enters into this AGREEMENT relying wholly upon its own judgment, belief and knowledge of the nature, extent, effect and duration of any damages and liability therefor. THE CITY OF KEY COLONY BEACH also hereby represents that no other persons or entities, other than any that may have been set forth within the "made payable to" designations in Paragraph 2 of this AGREEMENT, are entitled to the insurance proceeds to be paid in accordance with this AGREEMENT, including any loss payees, mortgagees, named insureds, additional named insureds, and/or lienholders. THE CITY OF KEY COLONY BEACH further represents that it enters into this AGREEMENT without relying upon any statement or representation of the

INSURERS. THE CITY OF KEY COLONY BEACH further declares and represents that no promise, information, statement, representation, warranty, condition, inducement, or agreement of any kind, whether oral or written, made by or on behalf of INSURERS, not herein expressed has been made to THE CITY OF KEY COLONY BEACH or has been relied upon by THE CITY OF KEY COLONY BEACH unless specifically contained and incorporated herein. THE CITY OF KEY COLONY BEACH hereby represents and warrants that it has not assigned or in any way transferred and will not in the future transfer any rights that it may have that are in any way related to the CLAIM.

5. Entire Agreement. THE CITY OF KEY COLONY BEACH hereby agrees that this AGREEMENT contains the entire agreement between the PARTIES hereto and that the terms of this AGREEMENT are contractual and not a mere recital.

6. Interpretation.

a. THE CITY OF KEY COLONY BEACH agrees that this AGREEMENT reflects the joint drafting efforts of all PARTIES. In the event any dispute, disagreement or controversy arises regarding this AGREEMENT, the PARTIES shall be considered joint authors and no

provision shall be interpreted against any party because of authorship or for any other reason. Instead, the AGREEMENT will be interpreted in an even handed manner.

b. This AGREEMENT is intended to and shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and similar state rules. The existence of this AGREEMENT, and the terms thereof, and any acts or omissions related thereto, shall not be used by way of discovery evidence, offer of proof, or otherwise, except in any action or proceeding to enforce or defend the terms of this AGREEMENT, or to prove the existence of the rights set forth in this AGREEMENT.

7. No Rights of Third Parties. This AGREEMENT is intended to confer rights and benefits only on THE CITY OF KEY COLONY BEACH and INSURERS and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than THE CITY OF KEY COLONY BEACH and INSURERS shall have any legally enforceable right under this AGREEMENT. All rights of action for any breach of this AGREEMENT are hereby reserved to THE CITY OF KEY COLONY BEACH and INSURERS, unless otherwise provided in this AGREEMENT, and any and all claims and actions by the PARTIES against non-parties to this AGREEMENT are not waived, estopped or limited by this AGREEMENT, but rather are fully preserved and reserved to the PARTIES.

8. Costs and Fees. THE CITY OF KEY COLONY BEACH agrees that it shall bear its own costs, attorneys' fees, public adjuster fees, and professional fees. LABELLE warrants that it will not pursue claims for or

entitlement to past, present or future attorneys' fees, public adjuster fees, professional fees, costs or interest related in any way to the CLAIM.

9. Confidentiality. THE CITY OF KEY COLONY BEACH agrees that this AGREEMENT, the identities of the PARTIES to the AGREEMENT, and its terms, as well as any information relating to the recitals herein shall be kept strictly confidential. LABELLE agrees that they will not discuss the CLAIM with any person or any entity. LABELLE also agrees that they will not make any unfavorable statements regarding the INSURERS, and will not make any statements that could be interpreted to disparage, defame, or criticize the INSURERS, including but not limited to any connection with the CLAIM. THE CITY OF KEY COLONY BEACH further agrees that the existence of this AGREEMENT shall not be disseminated or promoted to the public in any manner, including, but not limited to, advertisements or promotional materials, written or electronic or on any web page. Except in response to a lawful subpoena issued in an administrative, governmental, regulatory or legal proceeding, a request for such information from reinsurers, liquidators, regulators, auditors, financial or accounting personnel, or as may otherwise be required under law, such information shall not be disclosed to any third party. Notwithstanding anything to the contrary, nothing in this AGREEMENT shall prevent the disclosure of confidential information or the terms hereunder to lawyers, accountants, unit owners, auditors, insurers/reinsurers (if any), together with such insurer's/reinsurer's third party service providers, actuaries or intermediaries (collectively "RECIPIENTS") or regulators, provided the disclosure of the information is reasonably necessary to effectuate the terms of this AGREEMENT, or is

required for tax, financial reporting, or governmental compliance purposes, or to transact the business of insurance.

10. Satisfaction of Liens, Etc. and Indemnification. THE CITY OF KEY COLONY BEACH agrees to satisfy any and all claims, liens, assignments, bills, claims of liens, subrogated interests, and/or mortgage interests of any mortgagee, loss payee, lienholder, named insured, additional insured, property manager, unit owner, landlord, tenant, subtenant, assignee, subrogee, consignor and/or other interested party, including but not limited to any attorneys, accountants, consultants, engineers, contractors, public adjusters and/or any other persons or entities retained in connection with or arising from the CLAIM from the above-described consideration, prior to distribution, and to indemnify, and otherwise hold harmless the INSURERS from any asserted claims, demand, liens, assignments, bills, claims of liens, subrogated interests of any mortgagee, loss payee, lienholder, named insured, additional insured, property manager, unit owner, landlord, tenant, subtenant, assignee, subrogee, consignor and/or other interested party (including but not limited to attorneys, accountants, consultants, engineers, contractors, public adjusters and/or any other persons or entities retained in connection with or arising from the CLAIM), including such costs and attorneys' fees incurred in defending such claims and/or incurred in enforcing this AGREEMENT.

11. Certificates Of Insurance. THE CITY OF KEY COLONY BEACH hereby represents and warrants that no Certificates of Insurance naming additional insureds and/or loss payees and/or mortgagees have been issued that would create rights and

interests to the Final Settlement Payment that have not been made known to INSURERS in writing and explicitly identified within this AGREEMENT.

12. Modifications. This AGREEMENT may not be amended or modified except by written instrument executed by THE CITY OF KEY COLONY BEACH and INSURERS.

13. Authority and Understanding. Each person executing this AGREEMENT authority to do so. Each person executing this AGREEMENT on behalf of THE CITY OF KEY COLONY BEACH represents and warrants that he or she has read and understands the foregoing AGREEMENT.

14. Governing Law. This AGREEMENT is to be construed under the laws of the State of Florida. The prevailing party in any action to enforce this AGREEMENT shall be entitled to attorneys' fees, interest, costs and expenses of litigation (both at trial and upon appeal) incurred in successfully enforcing compliance with the terms of this AGREEMENT.

15. Severability. If any provision of this AGREEMENT is declared unenforceable for any reason, the remaining provisions of this AGREEMENT shall be unaffected thereby and shall remain in full force and effect.

16. Headings. The headings of the paragraphs and sections herein are for convenience only and do not limit or construe the contents of this AGREEMENT. LABELLE agrees that this AGREEMENT is not to be filed with any court, unless necessary to obtain court enforcement of same.

17. Effective Date. The effective date of this AGREEMENT shall be the last date on which it was executed.

18. Execution in Counterparts. This AGREEMENT may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signature thereto were on the same instrument.

See next page.

I hereby certify that I have read and understand this Confidential Settlement Agreement and General Release of All Claims and have authority to sign on behalf of the entity identified.

PUBLIC RISK MANAGEMENT OF FLORIDA, INC.

Signature: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who is personally known to me ☐ OR who has produced _____ * as identification ☐, and who executed the foregoing Confidential Settlement Agreement and General Release of All Claims and acknowledged that he/she signed same as his/her free act and deed.

SWORN TO AND SUBSCRIBED before me, this _____ day of _____ 2021.

*List type of identification produced or "N/A," whichever is applicable.

NOTARY PUBLIC

State of: _____
My Commission Expires: _____

I hereby certify that I have read and understand this Confidential Settlement Agreement and General Release of All Claims and have authority to sign on behalf of the entity identified.

CITY OF KEY COLONY BEACH

Signature: Ronald A. Sutton

Print Name: RONALD A SUTTON

Title: MAYOR

STATE OF FL.

COUNTY OF MONROE

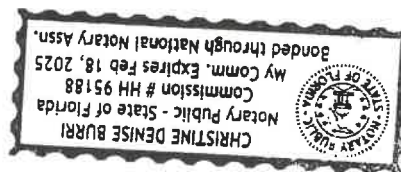
The foregoing instrument was acknowledged before me this 4 day of August, 2021, by RON A. SUTTON, who is personally known to me ☒ OR who has produced NA * as identification ☐, and who executed the foregoing Confidential Settlement Agreement and General Release of All Claims and acknowledged that he/she signed same as his/her free act and deed.

SWORN TO AND SUBSCRIBED before me, this 4th day of August, 2021.

*List type of identification produced or "N/A," whichever is applicable.

Christine Denise Burri
NOTARY PUBLIC

State of: Florida
My Commission Expires: 2-18-25



CITY OF KEY COLONY BEACH MEMBER # 063									
HURRICANE IRMA 09.10.2017									
CRAWFORD FILE NUMBER 3083480									
EQUIPMENT CLAIM									
Item #	Year	Manufacturer	Model	Description	Serial #	Am't of Insurance	Amount of Loss	Less Deductible	Claim Amount
1				Graco Line Stripper Driver		\$ 11,500.00	\$ 11,500.00	\$ (575.00)	\$ 10,925.00
2				Tractormaster		\$ 4,500.00	\$ 4,500.00	\$ (225.00)	\$ 4,275.00
3		Jacobsen		Greenmower		\$ 3,500.00	\$ 3,500.00	\$ (175.00)	\$ 3,325.00
5		John Deere		Tractor	LV450P35404	\$ 25,911.00	\$ 25,911.00	\$ (1,266.55)	\$ 24,644.45
6		Ford	F510	Tractor	756910 E11N6076UE	\$ 13,500.00	\$ 13,500.00	\$ (675.00)	\$ 12,825.00
10		Mulcher			46801969	\$ 15,000.00	\$ 15,000.00	\$ (750.00)	\$ 14,250.00
11	1998	John Deere	855	Tractor	ch3033cd26974	\$ 25,000.00	\$ 25,000.00	\$ (1,250.00)	\$ 23,750.00
13		Hitch Rotary	508 3 rd		3875	\$ 750.00	\$ 750.00	\$ (37.50)	\$ 712.50
31		Dixie Chopper	CV36-300			\$ 15,039.00	\$ 15,039.00	\$ (751.95)	\$ 14,287.05
8	2008	Wacker	G50	portable generator	6652559	\$ 20,810.00	\$ 5,841.50	\$ (1,040.50)	\$ 4,801.00
14		Panasonic		Laptop in Car Computer	2TISA94360	\$ 5,000.00	\$ 4,712.50	\$ (250.00)	\$ 4,462.50
15		Panasonic		Laptop in Car Computer	2TISA91891	\$ 5,000.00	\$ 4,712.50	\$ (250.00)	\$ 4,462.50
16		Panasonic		Laptop in Car Computer	2TISA93012	\$ 5,000.00	\$ 4,712.50	\$ (250.00)	\$ 4,462.50
17		Panasonic		Laptop in Car computer	2TISA91925	\$ 5,000.00	\$ 4,712.50	\$ (250.00)	\$ 4,462.50
TOTAL AMOUNT OF LOSS						\$ 155,510.00	\$ 139,391.50	\$ (7,776.50)	\$ 131,615.00

Item #	Equipment	Document	Photo#	RPL. COST	Notes
1	Greco	KCB Equipment Photo 2	Photos 1-4	\$ 11,500.00	Greco
2	Tractormaster	KCB Equipment Photo 1	Photos 1-4	\$ 4,500.00	
2		KCB Equipment	Page 1 Photo#9		Tractormaster
3	Jacobsen Greenmaster mower	KCB Equipment	Page 1 Photo#6 / 2 Photo#10	\$ 3,500.00	Jacobsen Mower
4	J. Deere Tractor 4500, 460	KCB Equipment	Page 1 Photo#7 / 4 Photo#11 /	\$ 25,911.00	John Deere Tractor
5	Ford F510 Tractor	KCB Equipment Photo 4	Photo#12	\$ 13,500.00	
6	Mulcher	KCB Equipment Photo 5	Photos 1-4	\$ 15,000.00	Kulotta
7	J. Deere Tractor 855	KCB Equipment	Page 10-11 Photo#14 / 12-13 Photo#15	\$ 25,000.00	John Deere Tractor
8	Hitch rotary	N/A	N/A	\$ 750.00	Hitch Rotary
9	Dixie Chopper	KCB Equipment	Page 6-9	\$ 15,039.00	Chopper
10	Wacker G50 Portable Generator	KCB Equipment Photo 6	Photos 1-4	\$ 5,841.50	This unit was replaced, not replaced. See PDF file Generator Replaced
11	Panasonic Toughbooks (4)	N/A	N/A	\$ 18,950.00	See PDF: Inlight Public Sector Laptop use Page 4
				\$ 139,391.50	

David Turner

From: Gerard Roussin <building2@keycolonybeach.net>
Sent: Friday, December 10, 2021 1:04 PM
To: David Turner
Subject: FW: [External] - FW: Rebuild city hall

From: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Sent: Friday, December 10, 2021 12:50 PM
To: Gerard Roussin <building2@keycolonybeach.net>
Cc: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Subject: RE: [External] - FW: Rebuild city hall

Gerard,

Th proper sequence of steps is as follows: (1) the City approves the permit or development order for the project (replace City Hall); (2) then the City sends the City permit or development order to DEO for review (Area of Critical State Concern program review) just as you would for any other City approved permit or development order subject to ACSC review; and (3) do not begin construction prior to completion of our ACSC review.

Scott Rogers
Regional Program Administrator
(850) 717-8510

From: Gerard Roussin <building2@keycolonybeach.net>
Sent: Wednesday, December 08, 2021 6:48 AM
To: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Subject: RE: [External] - FW: Rebuild city hall

Scott,

Any update on if we need to submit plans for the replacement City hall for Key Colony Beach. It is a substantially damaged replacement (Finally)

Thank you

Gerard Roussin
Building Official
Key Colony Beach

From: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Sent: Monday, December 6, 2021 12:32 PM
To: Gerard Roussin <building2@keycolonybeach.net>
Cc: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Subject: RE: [External] - FW: Rebuild city hall

Gerard,

Please contact me if you need assistance with the Area of Critical State Concern (ACSC) program or comprehensive planning. Justin Stiell is no longer with DEO, and I am the new Regional Planning Administrator for the ACSC program and local governments in the Central Florida and Southwest Florida regions. I was previously on Justin's staff before his departure.

In response to your question regarding the replacement of Key Colony Beach city hall, let me coordinate internally here at DEO today on this and confirm the correct answer and get you a response by tomorrow.

Sincerely,

Scott Rogers
Regional Planning Administrator
Florida Department of Economic Opportunity
Bureau of Community Planning and Growth
(850) 717-8510

From: Gerard Roussin <building2@keycolonybeach.net>
Sent: Monday, December 06, 2021 11:04 AM
To: Rogers, Scott <Scott.Rogers@deo.myflorida.com>
Subject: [EXTERNAL] - FW: Rebuild city hall

Scott,
I do not know of who to get in contact with for this question as it appears that Justin Stiell may no longer be with DEO. Any info or help with direction would be much appreciated.
Thank you
Gerard Roussin
Building Official
Key Colony Beach

From: Gerard Roussin
Sent: Thursday, December 2, 2021 9:54 AM
To: Justin Stiell (justin.stiell@deo.myflorida.com) <justin.stiell@deo.myflorida.com>
Subject: Rebuild city hall

Justin,
We are in the process of finalizing the drawings for the replacement building of Key Colony Beach city hall due to damages sustained during Hurricane Irma. Do these plans need to be reviewed by your office before we start construction on the project. City hall is going back on the same lots as the original buildings.
Thank you
Gerard Roussin
Building Official
Key Colony Beach

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KEY COLONY BEACH ADMINISTRATION BUILDING, FLOOR SETTLEMENT
"ADMINISTRATIVE" AREA COST ESTIMATE
CITY OF KEY COLONY BEACH, FL
March 5, 2019

	Area	Unit Cost	Total Cost
Demolition of existing concrete floor	2,200 S.F.	\$5.40 S.F.	\$11,880.00
Installation of 12" x 18" reinforced concrete pilings in augered 30' deep holes	70 Each	\$1,800.00 Each	\$126,000.00
Installation of 12" x 24" reinforced concrete pilings in augered 30' deep holes	14 Each	\$3,200.00 Each	\$44,800.00
Installation of 12" x 12", horizontal, reinforced grade beams on top of concrete pilings	510 L.F.	\$45.00 L.F.	\$22,950.00
Installation of 4" thick concrete floor, 4,500 p.s.i., with WWF reinforcing	2,200 S.F.	\$8.50 S.F.	\$18,700.00
Installation of Engineer Fill	163 Cu. Yds.	\$35.00 Cu. Yd.	\$5,705.00
Installation of Vapor Barrier	2,200 S.F.	\$0.35 S.F.	\$770.00
Restrooms - Reset toilets, drains, floor drains and stalls	Lump Sum	—	\$6,500.00
Remove/Reset/Replace interior walls, replace electrical wiring, switches/outlets	Lump Sum	—	\$28,000.00
Installation of ADA Ramp between hall and Chamber Room (Marble Hall)	Lump Sum	—	\$4,500.00
Remove/Reset Main Entrance Double Doors	Lump Sum	—	\$1,500.00
10% Overhead			\$27,130.50
10 % Profit			\$27,130.50
Total			\$325,566.00
5% Engineering Design			\$16,278.30
OVERALL TOTAL			\$341,844.30

***NOTE: Tile, Carpet, Doors, Trim, Perimeter Walls, Drywall, Spackling, Painting is included in the Department of Homeland Security, FEMA, CRC Gross Cost Estimate of \$913,665.00.**

David Turner

From: Conn Cole <Conn.Cole@em.myflorida.com>
Sent: Friday, December 17, 2021 9:21 AM
To: N LYNCH; Jose Morales; Buck Dickinson; David Turner
Cc: Gerard Roussin; Tony Rosabal; KCB Mayor; Clayton Mosley; John Smit
Subject: RE: [External] Key Colony Beach City Hall Elevation - PW 6016

To all,

I can confirm that FEMA requires using the "best available data" during the local permitting review and issuance process as a condition of funding. Therefore, FEMA considers preliminary FIRMs as the best available data. Communities are required to compare their effective FIRMs to their preliminary FIRMs and use the most restrictive of the two. For example, use the highest BFE and most stringent Special Flood Hazard Area (SFHA). In the situation where a structure "touches" more than one SFHA (V and AE) or more than one BFE (8' and 9'), the community must regulate to the most restrictive.

For SFHA elevation requirements, the FBC points to ASCE 24-14. Table 1-1 on page 7 sets critical facilities as Design Class (DC) 4. Table 2-1 on page 10 sets the elevation requirements for DC-4 structures at BFE + 2 ft. or DFE, or 500-year flood elevation, whichever is higher. You will need a surveyor to establish the 500-year flood elevation of the project location to determine which elevation option listed in Table 2-1 is the highest. The alternative to the elevation requirement for nonresidential structures is to meet the dry floodproofing requirements of Section 6.2.

I hope this helps clear up the debate. Feel free to contact me if we need to discuss further.

Conn H. Cole, MBA/PA, CFM

Florida NFIP State Coordinator | State Floodplain Manager
State Floodplain Management Office
Florida Division of Emergency Management
(850) 815-4507 Desk
(850) 509-1813 Cell
Conn.Cole@em.myflorida.com



From: N LYNCH <norryl@bellsouth.net>
Sent: Thursday, December 16, 2021 3:25 PM
To: Jose Morales <Jose.Morales@em.myflorida.com>; Conn Cole <Conn.Cole@em.myflorida.com>; Buck Dickinson <Frederick.Dickinson@em.myflorida.com>; David Turner <cityadministrator@keycolonybeach.net>
Cc: Gerard Roussin <building2@keycolonybeach.net>; Tony Rosabal <tony@lvs.net>; mayor@keycolonybeach.net;

Clayton Mosley <Clayton.Mosley@em.myflorida.com>; John Smit <John.Smit@em.myflorida.com>

Subject: Re: [External] Key Colony Beach City Hall Elevation - PW 6016

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jose,

It appears that the governing flood zone for Key Colony Beach City Hall remains a point of contention concerning the lowest floor elevation of a critical facility in a Special Flood Hazard Area. Once again, I request that Conn review what follows and confirm or refute placement of the lowest floor.

For purpose of permit issuance for a replacement facility, Public Assistance (PA) assumes compliance with Best Available Data as a condition of funding, even if the proposed elevation has not been formally enacted. By publishing the data, FEMA/NFIP advises building officials of the elevations they must use for unobligated PA- project permits, until informed otherwise.

In the instant case, based on the Advisory Base Flood Hazard Information, that would be AE 8 except that part of the building extends over AE 9. FEMA requires the higher elevation be utilized.

Using AE 9 would raise the floor to 12'. That would be 9' plus 3', which includes the 1' Florida Building Code freeboard requirement. Please confirm that 3' will satisfy 500-year flood.

Attached please find the best available data site plan with the proposed structure. Conn is welcome to any other documents he may need. Thank you for your assistance in clarifying this programmatic issue.

Kind regards,
Norry Lynch

On Friday, December 3, 2021, 01:24:56 PM AST, David Turner <cityadministrator@keycolonybeach.net> wrote:

Hi all,

I believe some information is incorrect in this email... we are building to PROPOSED AE-8 and 500 year flood, if building permit is issued now we have to meet what is in place now AE-7. We are being proactive and building to PROPOSED AE-8 which is an educated guess as the maps are not complete nor approved. maybe we would see the maps in late 2022 or 2023 in which this project would be completed or very close to being complete. Let me know if I'm wrong in my opinion.

Thank you

Dave Turner

City Administrator

City of Key Colony Beach

305.849.0273 cell

305.289.1212 ext.2

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From: Jose Morales <Jose.Morales@em.myflorida.com>
Sent: Friday, December 3, 2021 12:16 PM
To: Conn Cole <Conn.Cole@em.myflorida.com>; Buck Dickinson <Frederick.Dickinson@em.myflorida.com>; N LYNCH <norryl@bellsouth.net>
Cc: David Turner <cityadministrator@keycolonybeach.net>; Gerard Roussin <building2@keycolonybeach.net>; Tony Rosabal <tony@lvs.net>; KCB Mayor <Mayor@keycolonybeach.net>; Clayton Mosley <Clayton.Mosley@em.myflorida.com>; John Smit <John.Smit@em.myflorida.com>
Subject: RE: [External] Key Colony Beach City Hall Elevation - PW 6016

Good afternoon Conn,

As per our conversation yesterday, please see below email from Norry Lynch, representing the City of Key Colony Beach, pertaining to their FEMA PA PW 6016 for Hurricane Irma. Is this something that your team can assist with? Thanks in advance!

Thank you,

Jose Morales, P.E.

Programmatic Team Lead

Florida Division of Emergency Management

2555 Shumard Oak Blvd

Tallahassee, FL 32399-2100

(850) 815-4430 Office

(850) 815-5793 Cell

Jose.Morales@em.myflorida.com

From: N LYNCH <norryl@bellsouth.net>

Sent: Monday, November 29, 2021 10:24 AM

To: Jose Morales <Jose.Morales@em.myflorida.com>

Cc: David Turner <cityadministrator@keycolonybeach.net>; Gerard Roussin <building2@keycolonybeach.net>; Tony Rosabal <tony@lvs.net>

Subject: Key Colony Beach City Hall Elevation - PW 6016

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jose,

The city is working on determining exactly where the replacement structure should be sited as the building could stretch from an 8' elevation to a 9' elevation depending on where it is placed. There are two sections to the proposed structure, one of which far exceeds a critical facility floor requirement. Its elevator shaft will be flood proofed.

The lower side of the structure requires attention as to placement and floor. At present, the BFE is 8'. Do we need to elevate to 10' or to 11'? Is the 1' FBC freeboard requirement included in the additional 2' elevation or do we need to elevate an additional foot over that requirement to 3'? Please advise at your earliest convenience.

Kind regards,

Norry Lynch

Projects: Key Colony Beach, City of

21 Results

Program	Grant Name	Grant #	Proj #	Project Title	Project Type	Size	Eligible Amt	F %	Federal Paid Percent	Status
PA	Hurricane Irma	4337	1078	City Hall EPM/Mold Remediation	B	S	\$84,641.59	100%	100%	Closeout in Progress
PA	Hurricane Irma	4337	2254	debris collected 9/18 - 10/17 90% wind and stor	A	L	\$1,213,171.80	90%	99%	Closeout in Progress
PA	Hurricane Irma	4337	2397	Debris removal 10/18 - 12/16 80%	A	L	\$285,477.76	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	2423	Building Safety Inspection	B	S	\$50,700.00	100%	100%	Closeout in Progress
PA	Hurricane Irma	4337	2625	debris removal 09/04 - 09/17 75%	A	L	\$312,741.56	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	2950	Sadowski Causeway Washout	C	S	\$4,887.95	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	3896	Sadowski Causeway Bridge	C	S	\$41,046.39	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	5176	Public Works Equipment	E	L	\$177,887.59	90%	0%	Open
PA	Hurricane Irma	4337	5482	Public Works Vehicles	E	S	\$3,299.50	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	5546	Police Units and Contents	E	S	\$50,438.32	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	5948	Golf Course	G	L	\$212,432.75	90%	1%	Closeout in Progress
PA	Hurricane Irma	4337	5993	Parks	G	L	\$183,725.23	90%	0%	Closeout Returned To Applicant
PA	Hurricane Irma	4337	6016	Key Colony Beach City Hall Building Damage	E	L	\$0.00	0%	n/a	Unobligated
PA	Hurricane Irma	4337	6160	Storm water swales	F	S	\$0.00	0%	n/a	Ineligible
PA	Hurricane Irma	4337	6208	Cat B 09/4-10/03 EPM 100%	B	S	\$60,057.04	100%	100%	Closeout in Progress
PA	Hurricane Irma	4337	6275	EPM 10/04 - KCB	B	S	\$38,855.71	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	6306	Wastewater lift stations	F	S	\$14,458.17	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	6471	Waste Water Building Flood	E	S	\$4,249.92	90%	100%	Closeout in Progress

PA	Hurricane Irma	4337	6487	Wastewater Plant	F	S	\$0.00	0%	m/a	Ineligible
PA	Hurricane Irma	4337	6536	City Wide Roadway repairs	C	S	\$14,148.18	90%	100%	Closeout in Progress
PA	Hurricane Irma	4337	6849	Temporary Relocation of Essential Community Ser	B	S	\$40,829.60	90%	100%	Closeout in Progress

\$2,793,049.06

Public Assistance
Management Costs
Standard Operating Procedures
February 2019



FEMA

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

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A. Purpose and Applicability

This Standard Operating Procedures (SOP) document defines the procedures for documenting and processing management cost claims under the *Public Assistance Management Costs Interim Policy* (hereinafter referred to as Interim Policy), published on November 14, 2018.¹ The procedural information outlined in this document is intended to ensure consistent implementation of the Interim Policy and effective tracking and verification of management cost claims by Recipients and Subrecipients.

B. Management Costs under the Interim Policy

The following procedures apply to all Recipients and Subrecipients that receive management cost contributions under the Interim Policy. Recipients may request the initial Category Z PW prior to any project obligations or after projects have been obligated. Subrecipients may only request the initial Category Z PW once projects have been obligated.

FEMA uses the term Total Award Amount throughout this SOP. Total Award Amount is the actual eligible PA Project cost, including the non-Federal share, after insurance and any other reductions. It does not include Donated Resources or management costs.

1. Recipients

If a Recipient requests a Category Z PW prior to project obligations, the PA Group Supervisor (PAGS) or Infrastructure Branch Director (IBD) will initiate an obligation for 7 percent of the Recipient's minimum statewide PA per capita impact indicator.² If the Recipient estimates that its expenditures for the first 180 days of the declaration will exceed this amount, FEMA may obligate the estimated expenditure amount provided the Recipient provides a summary of anticipated expenditures and the amount does not exceed 7 percent of the estimated Total Award Amount for the disaster.

If a Recipient does not wish to receive advanced funding, the PAGS or IBD will initiate the Category Z PW obligation for 7 percent of the Total Award Amount of all obligated projects at the time the Recipient requests management cost funding.

FEMA may process amendments up to once a quarter for 7 percent of the Total Award Amount for all obligated projects at the time of the Recipient's amendment request.

If final actual management costs are known at the time the Recipient requests a Category Z PW, the Recipient should submit its claim for all eligible costs incurred and FEMA will obligate the Category Z PW based on the actual eligible costs up to the 7 percent maximum. If additional project costs are obligated or deobligated, FEMA will adjust the 7 percent maximum and the actual eligible costs as appropriate.

¹ www.fema.gov/media-library/assets/documents/174133.

² The Fiscal Year 2019 Statewide PA Per Capita Impact Indicator is \$1.50. See 44 CFR § 206.48(a)(1). FEMA publishes annual changes to the statewide indicator at www.fema.gov/public-assistance-indicator-and-project-thresholds.

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

FEMA will use Cost Code 9904 to track Recipient costs obligated under this Interim Policy.

2. Subrecipients

If and when a Subrecipient requests a Category Z PW, the PDMG will formulate a Category Z PW for 5 percent of the Total Award Amount obligated for a Subrecipient at the time of its request. FEMA may process amendments up to once a quarter for 5 percent of the Total Award Amount obligated for the Subrecipient at the time of its amendment request.

If all final actual management costs are known at the time the Subrecipient requests a Category Z PW, the Subrecipient should submit its claim for all eligible costs incurred and FEMA will obligate the Category Z PW based on the actual eligible costs up to the 5 percent maximum. If additional project costs are obligated or deobligated, FEMA will adjust the 5 percent maximum and the actual eligible costs as appropriate.

FEMA will use Cost Code 9905 to track Subrecipient costs obligated under this Interim Policy.

3. Strategic Funds Management

In an effort to obligate management cost funds in a fiscally responsible manner, FEMA applies Strategic Funds Management (SFM) requirements to the Interim Policy Category Z PWs.³ FEMA will use the SFM process for Category Z PWs or versions where the Recipient or Subrecipient will not require funds for more than one year. In such cases, Recipients and Subrecipients must provide projected dates for when and how much management cost funding is needed, and a plan for expending management cost funds.

4. State/Tribal Administrative Plan Requirements

Recipients that are receiving management costs under the Interim Policy must update their State/Tribal PA Administrative Plan to account for any changes triggered by the Interim Policy, including but not limited to, removing language regarding pass-through amounts for Subrecipient management costs.⁴

C. Retroactive Application

This section only applies to Recipients and Subrecipients in events declared between August 1, 2017 and October 4, 2018.

Appendix A lists these major disaster declarations and Appendix B lists these emergency declarations. Both lists are organized by FEMA region.

³ See 9570.24 *Strategic Funds Management – Implementation Procedures for the Public Assistance Program* located at www.fema.gov/media-library/assets/documents/30301.

⁴ See 44 CFR §206.207(b).

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

1. Selecting a Management Cost Option

Recipients and Subrecipients must notify FEMA of their management cost option selection in writing by March 15, 2019. Recipients and Subrecipients may either submit a letter or use the *Public Assistance Management Costs Selection* document (Appendix C) to inform FEMA of their selection.

Subrecipients that have not yet had a Recovery Transition Meeting should notify their Program Delivery Manager (PDMG) and submit their written selection via Grants Portal. Subrecipients that have already had the Recovery Transition Meeting should submit their written selection through the Recipient to the respective FEMA Regional Office. The written selection must be received by FEMA no later than March 15, 2019.

For Recipients and Subrecipients that do not provide a selection in writing by March 15, 2019, the following will apply:

- If the Recipient or Subrecipient did not have DAC funding obligated and did not opt into the DAC pilot, it will receive management cost contributions pursuant to the Interim Policy.
- FEMA will continue processing DAC Project Worksheets (PW) as it was prior to the Interim Policy for any Recipients or Subrecipients that had Direct Administrative Cost (DAC) funding obligated or opted into the DAC Pilot with a signed DAC Pilot Acknowledgement Form. For these Recipients, FEMA will also process the Category Z management cost PW per the requirements of Title 44 Code of Federal Regulations Part 207. These Recipients and Subrecipients will not be eligible for the Interim Policy for these declarations.

2. Project Worksheet Amendment Process for Retroactive Application of the Interim Policy

The following procedures apply to Recipients and Subrecipients that opt to receive management cost contributions under the Interim Policy (in cases where the Subrecipient has completed its Recovery Transition Meeting or management of the entire declaration has transitioned to the FEMA Regional Office, regional staff will conduct these actions):

- a. For Recipients, the PAGS, IBD, or FEMA regional staff, will:
 - Remove, or deobligate if applicable, any DAC line items from the Recipient's Category A-G PWs, including *Public Assistance Alternative Procedures Permanent Work* PWs even if the fixed cost estimate has been signed by all parties.
 - Remove or deobligate the DAC Category Z PW, if applicable.
 - Amend the SMC Category Z PW according to procedures provided in **Section B.1**.
 - FEMA will version the Category Z SOW and Costs instead of deobligating and reobligating a new Category Z PW. There will be a negative amount to the previous cost code and a positive amount to the new cost code on the existing

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

Category Z PW.

- For any DAC obligated on Category A-G PWs, FEMA will prioritize obligation of the Category Z PW prior to deobligating DAC on Category A-G PWs.
 - When creating the Category Z project, the PDMG must also create versions (for the SOW and Cost) on all Category A-G projects that received traditional DAC in order for it to be removed.
- b. For Subrecipients, the PDMG, or FEMA regional staff, will:
 - Remove, or deobligate if applicable, any DAC line items from Category A-G PWs, including *Public Assistance Alternative Procedures Permanent Work* PWs even if the fixed cost estimate has been signed by all parties.
 - Either amend the DAC Category Z PW or create a new Category Z PW if one does not exist. FEMA will prepare these PWs according to the procedures provided in **Section B.2**.
 - For existing Category Z PWs associated with participation in the DAC Pilot, FEMA will version the Category Z SOW and Costs instead of deobligating and reobligating a new Category Z PW. There will be a negative amount to the previous cost code and a positive amount to the new cost code on the existing Category Z PW.
 - For any DAC obligated on Category A-G PWs, FEMA will prioritize obligation of the Category Z PW prior to deobligating DAC on Category A-G PWs.
 - When creating the Category Z project, the PDMG must also create versions (for the SOW and Cost) on all Category A-G projects that received traditional DAC in order for it to be removed.

D. Tracking and Documenting Management Costs

Recipients and Subrecipients must provide documentation to substantiate costs claimed for eligible management activities. Additionally, costs claimed must be reasonable.

1. Documentation Requirements.

In addition to the documentation noted in Table 10 of the *Public Assistance Program and Policy Guide* (PAPPG), the following documentation is required to substantiate the eligibility of management activities and associated costs. FEMA will publish a reasonable cost policy specific to management cost.

- a. An explanation of work performed with a representative sample of daily logs/activity reports. The activity must be related to eligible projects.⁵ Therefore, management costs associated with an appeal that is ultimately denied are not eligible. If an eligibility determination is appealed and the appeal is ultimately granted, that project is eligible for inclusion in the calculation of the Category Z PW and management activities associated with the eligible project costs are eligible for reimbursement.

⁵ See Requirements, Section C.2 of the Interim Policy.

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

- b. Documentation to substantiate the necessity of any claimed office supplies, equipment, or space.
- c. For meetings or site inspections, the activity description needs to include the number and purpose of the meetings or site inspections.
- d. Travel costs need to include the purpose of travel and a copy of the travel policy.
- e. Training needs to include the location, date(s), and title of the course. The training must be related to PA and occur within the period of performance of the Category Z PW.
- f. Recipients and Subrecipients need to certify that the management activities and associated costs claimed are eligible, consistent with the Interim Policy, and not related to ineligible projects. See Appendix D for a *Certification of Management Cost Eligibility* document.

2. Closeout and Final Reconciliation.

All Category Z PWs will be reconciled and reimbursed based on actual costs not to exceed the maximum percentage allowed (7 percent for Recipients and 5 percent for Subrecipients). This includes Category Z PWs that are below the large project threshold.

The period of performance for all Category Z PWs for management costs under the Interim Policy is tied to the timelines provided in Sections C.4 and C.5 of the Interim Policy. The Recipient must submit its certification of the Subrecipient's Category Z PW with the final payment of claim and supporting documentation to FEMA within 180 days of the end of the period of performance.

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

Appendix A: Major Disasters from August 1, 2017 to October 4, 2018

Major disasters declared from August 1, 2017 to October 4, 2018 are provided below, organized by FEMA region.

FEMA Region	State	DR Number	Incident Type	Declaration Date
1	CT	4385	Severe Storms, Tornadoes, and Straight-Line Winds	08/20/2018
1	MA	4379	Severe Winter Storm and Snowstorm	07/19/2018
1	MA	4372	Severe Winter Storm and Flooding	06/25/2018
1	ME	4367	Severe Storm and Flooding	05/30/2018
1	ME	4354	Severe Storm and Flooding	01/02/2018
1	NH	4371	Severe Winter Storm and Snowstorm	06/08/2018
1	NH	4370	Severe Storm and Flooding	06/08/2018
1	NH	4355	Severe Storm and Flooding	01/02/2018
1	NH	4329	Severe Storm and Flooding	08/09/2017
1	VT	4380	Severe Storm and Flooding	07/30/2018
1	VT	4356	Severe Storm and Flooding	01/02/2018
1	VT	4330	Severe Storms and Flooding	08/16/2017
2	NJ	4368	Severe Winter Storm and Snowstorm	06/08/2018
2	NY	4397	Severe Storms and Flooding	10/01/2018
2	NY	4348	Flooding	11/14/2017
2	PR	4339	Hurricane Maria	09/20/2017
2	PR	4336	Hurricane Irma	09/10/2017
2	VI	4340	Hurricane Maria	09/20/2017
2	VI	4335	Hurricane Irma	09/07/2017
3	MD	4376	Severe Storm and Flooding	07/02/2018
3	MD	4374	Severe Storms and Flooding	06/25/2018
3	WV	4378	Severe Storms, Flooding, Landslides, and Mudslides	07/12/2018
3	WV	4359	Severe Storms, Flooding, Landslides, and Mudslides	04/17/2018
3	WV	4331	Severe Storms, Flooding, Landslides, and Mudslides	08/18/2017

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

FEMA Region	State	DR Number	Incident Type	Declaration Date
4	AL	4362	Severe Storms and Tornadoes	04/26/2018
4	AL	4349	Hurricane Nate	11/16/2017
4	FL	4341	Hurricane Irma – Seminole Tribe of Florida	09/27/2017
4	FL	4337	Hurricane Irma	09/10/2017
4	GA	4338	Hurricane Irma	09/15/2017
4	KY	4361	Severe Storms, Tornadoes, Flooding, Landslides, and Mudslides	04/26/2018
4	KY	4358	Severe Storms, Flooding, Landslides, and Mudslides	04/12/2018
4	MS	4350	Hurricane Nate	11/22/2017
4	NC	4393	Hurricane Florence	09/14/2018
4	SC	4394	Hurricane Florence	09/16/2018
4	SC	4346	Hurricane Irma	10/16/2017
5	IN	4363	Severe Storms and Flooding	05/04/2018
5	MI	4381	Severe Storms, Flooding, Landslides, and Mudslides	08/02/2018
5	MI	4326	Severe Storms and Flooding	08/02/2017
5	MN	4390	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding	09/05/2018
5	OH	4360	Severe Storms, Landslides, and Mudslides	04/17/2018
5	WI	4383	Severe Storms, Straight-Line Winds, and Flooding	08/10/2018
5	WI	4343	Severe Storms, Straight-Line Winds, Flooding, Landslides, and Mud	10/07/2017
6	LA	4345	Tropical Storm Harvey	10/16/2017
6	NM	4352	Severe Storms and Flooding	12/20/2017
6	OK	4373	Wildfires	06/25/2018
6	TX	4377	Severe Storms and Flooding	07/06/2018
6	TX	4332	Hurricane Harvey	08/25/2017

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

FEMA Region	State	DR Number	Incident Type	Declaration Date
7	IA	4392	Severe Storm and Tornadoes	09/12/2018
7	IA	4386	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding	08/20/2018
7	IA	4334	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding	08/27/2017
7	KS	4347	Severe Storms, Straight-Line Winds, and Flooding	11/07/2017
7	NE	4387	Severe Storms, Tornadoes, Straight-Line Winds, and Flooding	08/27/2018
7	NE	4375	Severe Winter Storm and Straight-Line Winds	06/29/2018
7	NE	4325	Severe Storms, Tornadoes, and Straight-Line Winds	08/01/2017
8	MT	4388	Flooding	08/30/2018
8	WY	4327	Flooding	08/05/2017
9	AS	4357	Tropical Storm Gita	03/02/2018
9	AZ	4389	Severe Storms, Flooding, and Landslides	08/31/2018
9	CA	4382	Wildfires and High Winds	08/04/2018
9	CA	4353	Wildfires, Flooding, Mudflows, and Debris Flows	01/02/2018
9	CA	4344	Wildfires	10/10/2017
9	GU	4398	Typhoon Mangkhut	10/01/2018
9	HI	4395	Hurricane Lane	09/27/2018
9	HI	4366	Kilauea Volcanic Eruption and Earthquakes	05/11/2018
9	HI	4365	Severe Storms, Flooding, Landslides, and Mudslides	05/08/2018
9	MP	4396	Typhoon Mangkhut	09/29/2018
10	AK	4391	Flooding	09/05/2018
10	AK	4369	Severe Storm	06/08/2018
10	AK	4351	Severe Storm	12/20/2017
10	ID	4342	Flooding	10/07/2017
10	ID	4333	Flooding, Landslides, and Mudslides	08/27/2017
10	OR	4328	Severe Winter Storms, Flooding, Landslides, and Mudslides	08/08/2017
10	WA	4384	Flooding	08/17/2018

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

Appendix B: Emergencies from August 1, 2017 to October 4, 2018

Emergencies declared from August 1, 2017 to October 4, 2018 are provided below, organized by FEMA region.

FEMA Region	State	EM Number	Incident Type	Declaration Date
2	PR	3391	Hurricane Maria	09/18/2017
2	PR	3384	Hurricane Irma	09/05/2017
2	VI	3390	Hurricane Maria	09/18/2017
2	VI	3383	Hurricane Irma	09/05/2017
3	VA	3403	Hurricane Florence	09/11/2018
4	FL	3395	Hurricane Nate	10/08/2017
4	NC	3401	Hurricane Florence	09/10/2018
4	SC	3400	Hurricane Florence	09/10/2018
6	LA	3392	Tropical Storm Nate	10/06/2017
6	LA	3382	Tropical Storm Harvey	08/28/2017
9	AS	3397	Tropical Storm Gita	02/11/2018
9	CA	3398	Wildfire	07/28/2018
9	CA	3396	Wildfires	12/08/2017
9	HI	3404	Tropical Storm Olivia	09/12/2018
9	HI	3399	Hurricane Lane	08/22/2018
9	MP	3402	Typhoon Mangkhut	09/10/2018

Appendix C: Public Assistance Management Cost Selection

In accordance with Section 1215 of the Disaster Recovery Reform Act of 2018 Federal Emergency Management Agency (FEMA) has established the Public Assistance Management Costs Interim Policy¹ (Interim Policy).

This document is for Recipients and Subrecipients in events declared between August 1, 2017 and October 4, 2018.

These Recipients and Subrecipients may select whether or not to utilize the Interim Policy. Each of these Recipients and Subrecipients should either use this document or submit a letter through the Recipient to notify FEMA which policy they select to use **no later than March 15, 2019**. Recipients or Subrecipients that do not select an option will continue receiving DAC according to the option that was being applied prior to November 14, 2018.

We elect to:

- ☐ Receive management costs in accordance with the Interim Policy
- ☐ Continue receiving reimbursement for administrative costs as we were prior to November 14, 2018.

We understand that this election applies to all of our projects under the following Disasters or Emergencies²: _____, regardless of the project's obligation status and regardless of whether a project is open or closed.

Signature of Authorized Representative

Date

Printed Authorized Representative Name and Title

Recipient or Subrecipient (for which this selection applies) PA ID Number

¹ The Interim Policy is located at www.fema.gov/media-library/assets/documents/174133. FEMA has also issued a Fact Sheet to assist Recipients and Subrecipients with understanding the differences between the options. The Fact Sheet is available at www.fema.gov/media-library/assets/documents/90743.

² Recipients and Subrecipients may select different options for different disasters or emergencies by completing and signing separate documents for each disaster or emergency.

Public Assistance Management Costs Interim Policy – Standard Operating Procedures

Appendix D: Certification of Management Cost Eligibility

Recipient or Subrecipient Name	
Major Disaster or Emergency Declaration Number	
Category Z Project Worksheet Number	
Total Costs Claimed	

I certify that the projects for which management costs are being claimed are eligible in accordance with FEMA regulations and the Interim Policy.

Authorized Representative Name and Title

Authorized Representative Signature Date



Federal Emergency Management Agency

Washington, D.C. 20472

November 9, 2021

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Ron Sutton
Mayor, City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

IN REPLY REFER TO:

Case No.: 21-04-2856P
Community Name: City of Key Colony Beach, FL
Community No.: 125121
FIRM Panel Affected: 12087C1382K

116

Dear Mayor Sutton:

In a Letter of Map Revision (LOMR) dated June 17, 2021, you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Key Colony Beach, Monroe County, FL. These determinations were for Atlantic Ocean to Hawk Channel - an area centered approximately 1,540 feet northwest of the intersection of 13th Street and Coury Drive. The 90-day appeal period that was initiated on July 9, 2021, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *The Key West Citizen* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on November 8, 2021, remains valid and revises the FIRM and FIS report that were in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region IV, in Atlanta, Georgia either by telephone at (770) 220-5406, or in writing at 3003 Chamblee Tucker Road, Atlanta, Georgia, 30341.

If you have any questions regarding the LOMR, the proposed flood hazard determinations, or mapping issues in general, please call the FEMA Map Information eXchange, toll free, at (877) 336-2627 (877-FEMA MAP).

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick F. Sacbibit', written in a cursive style.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

cc: Mr. Gerard Roussin
Building Official
City of Key Colony Beach

Mr. Steven Hotz

Mr. Paul C. Lin, Ph.D., P.E.
President
Paul Lin and Associates, Inc.

FEMA PAYOUT

3,685,939.00 CRC (Consolidated Resource Centers) gross cost

-652,864.81 Total Insurance Reductions

(what our flood policy should have paid)

3,033,74.19 CRC Net Cost

2,729,766.78 Federal Share (90%)

290,000.00 Direct Admin Cost

3,019,766.70 payout to KCB (with the option to discuss the insurance reduction subtraction)

3,000,000.00 Grant applied for Police Dept/City Hall Hardening

1,000,000.00 Funded 21-22 budget

7,019,766.70 Best case funding

4,019,766.70 Worst case funding or anywhere in between

8,000,000.00 Projected Building cost using similar new Projects (Lower to Middle Keys)

12,500sf 640.00 per SF (total -out)

4,000,000.00	funding needed under worst case 3% interest= payment =16,864.00 per month For 30 yrs
1,500,000.00	best case 3% interest= payment=6,324.00 per Month for 30 years

If we add the existing loan to this the payment would be
30,310.25 per month worst case
19,770.25 best case or anywhere in between

This does not include any funds from 22-23 budget (TBD)

FEMA PA | TAC Contractor - FLUOR
Orlando Processing Center DR 4337/4399/4468/4564 FL
Mobile: (202) 702-9216

ronald.hovell@associates.fema.dhs.gov

Subject: EHP Request for Information Initiated (FPN) – DR 4337 FL – GM 11458 / PW 06016 – City of Key Colony Beach – Key Colony Beach City Hall Building Damage

EHP is requesting additional information for the subject project. This RFI is needed for compliance.

The City of Key Colony's Beach City Hall building project is located in flood zone AE. Per 44 CFR Part 9.12, prior to funding obligation we are required to post a final public notice for projects that will take place within a floodplain and/or wetland. The attached Final Public Notice must be posted in a public location, e.g. the project location, and on the Applicant's website, for a minimum of 15 calendar days prior to funding obligation to allow for public involvement and comments on the effects of the project on the community. To determine compliance with EO 11988 the following documents should be provided by PA to EHP no later than 5 business days from the date of this email:

- Please forward the attached public notice to the applicant and request that they post it in the vicinity of the proposed action and on their public website. Once the notice is posted, please provide date-stamped photos of the physical posting location and the link to website posting. The regulatory 15-day period will begin once these photos are received.

Hi Dave,

Here is the link to the website posting.

<https://keycolonybeach.net/2021/11/16/final-public-notice-key-colony-beach-city-hall-building-damage/>

Thank you!

Silvia Gransee

City Clerk

City of Key Colony Beach

305 289 1212 ext. 2

Fax 305 289 1767

cityclerk@keycolonybeach.net

From: Hovell, Ronald (CTR) <ronald.hovell@associates.fema.dhs.gov>

Sent: Monday, November 15, 2021 10:28 AM

To: Silvia Gransee <cityclerk@keycolonybeach.net>; KCB Mayor <Mayor@keycolonybeach.net>; David Turner <cityadministrator@keycolonybeach.net>; N LYNCH <norryl@bellsouth.net>

Cc: Robertson, Hulon (CTR) <hulon.robertson@associates.fema.dhs.gov>; Grube, Paul <Paul.Grube@fema.dhs.gov>; Simerl, Michael <Michael.Simerl@fema.dhs.gov>

Subject: [External] FW: EHP Request for Information Initiated (FPN) – DR 4337 FL – GM 11458 / PW 06016 – City of Key Colony Beach – Key Colony Beach City Hall Building Damage

EHP has completed their review of this project and has requested that the attached public notice be posted as detailed below.

Please let me know if you have any questions.

Ron

Ron Hovell, P.E.
Program Delivery Manager (PDMG)



Federal Emergency Management Agency
FEMA-4337-DR-FL
Florida Recovery Office
6021 South Rio Grande Ave.
Orlando, FL 32809

FEMA

Region IV - Recovery

August 28, 2019

Mr. Jared Moskowitz, Director
Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Mr. Christopher Moonis
Primary Contact
Key Colony Beach, City of
600 West Ocean Drive
Key Colony Beach, Florida 33051

Re: FEMA Public Assistance Eligibility Determination - Key Colony Beach, City of, PA ID
087-36325-00, FEMA-4337-DR-FL, Project 29604

Dear Mr. Moskowitz and Mr. Moonis:

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that the work is ineligible for Public Assistance funding. Please see the enclosed FEMA Public Assistance Determination Memorandum for detailed information.

Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and applicable regulations, the City of Key Colony Beach, (Applicant) is entitled to appeal this eligibility determination. The Applicant may appeal this determination to the FEMA Region 4 Regional Administrator pursuant to Title 44 Code of Federal Regulations § 206.206. The appeal must: (1) contain documented justification supporting the Applicant's position, (2) specify the monetary figure in dispute, and (3) cite the provisions in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent. The Applicant should also include a current email address to receive electronic correspondence. The Applicant must submit the appeal to the Florida Division of Emergency Management (Recipient) within 60 days of the Applicant's receipt of this determination. The Recipient must then transmit the appeal, with a written recommendation, to Region 4 within 60 days of receiving the Applicant's appeal.

Lastly, the Applicant must submit all relevant supporting information with its first appeal. For reference, a current index of documents relevant to this determination is enclosed.

Mr. Moskowitz and Mr. Moonis
August 28, 2019
Page 2

If you have any questions, please contact Allison McLeary, Florida Division of Emergency Management Appeals Officer, 850-815-4417 or email Allison.McLeary@em.myflorida.com.

Sincerely,



Angela Gillman Green
Infrastructure Branch Director
Federal Emergency Management Agency
FEMA 4337-DR-FL

Enclosures:
FEMA PA Eligibility Determination Memorandum
Index of Documents

ELIGIBILITY DETERMINATION MEMORANDUM

Key Colony Beach, City of

FEMA-4337-DR-FL

PA ID 087-36325-00

396501.00Ap plicant Type		<input type="checkbox"/> State Agency	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Tribe	<input type="checkbox"/> Private Nonprofit
Grants Manager: <i>Only fill out this section if the project is in Grants Manager.</i>			EMMIE: <i>Only fill out this section if the project worksheet is in EMMIE.</i>		
Project No.	29604	EMMIE Project Worksheet No.	06160		
Version No.	0	Version No.			
Damage Inventory No.	90240	EMMIE Project Cost	\$396,501.00		
		Total Amount Obligated	\$00.00		
Project Title		Storm Water Swales			
Project Size	<input checked="" type="checkbox"/> Large <input type="checkbox"/> Small (<i>Potentially subject to Net Small Project Overrun appeal</i>)	Category of Work	F. Utilities		
Issue(s): Did the City adequately document claimed damage to its earthen swales to FEMA as required by Federal regulations?					
Amount at Issue	\$396,501.00	Eligibility Issue Type(s)	<input type="checkbox"/> Applicant Eligibility <input type="checkbox"/> Facility Eligibility <input checked="" type="checkbox"/> Work Eligibility <input type="checkbox"/> Cost Eligibility		
Amount Denied	\$396,501.00				
Issue Keyword(s)		Programmatic Non-compliance			

Project Description:

Hurricane Irma caused strong winds, torrential rain and tidal surge which resulted in extensive damage throughout Florida. The incident period for this disaster is September 04, 2017, through October 18, 2017. The widespread damage resulted in a major disaster declaration (FEMA-4337-DR-FL) on September 10, 2017. This disaster declaration, as amended, authorized Public Assistance (PA) in all Florida counties.

The City of Key Colony Beach, Monroe County, FL. is legally responsible for a network of earthen swale infiltration basins for storm water runoff throughout the City damaged by the major disaster's high winds and storm surge. *Key Colony Beach, City of WO 9312 DI 90240, Site Map.* The City has requested FEMA assistance for the removal of 18,145 cubic yards of sediment it asserts the major disaster's storm surge deposited in sediment basins running alongside roads and streets throughout the City. The City wishes to remove the sediment and reshape the swales by (unspecified) mechanical means. FEMA applied its forward-looking Cost Estimating Format to assess the estimated costs of this project to be \$396,501.

The City intends to use Force Account Labor or contractors to restore the swales to their pre-disaster design, function and capacity. Federal regulations establish specific criteria to determine

the eligibility of this type of work, to include submission of maintenance records and pre-disaster surveys to establish the pre-disaster capacity of the infiltration basins.

Issues:

Did the City adequately document claimed damage to its earthen swales to FEMA as required by Federal regulations?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Pub. L. No. 93-288.**

§ 406, 42 U.S.C. § 5172, - *Repair, Restoration, Replacement*

(a) Contributions –

(1) In General. –

(A) to a State or local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by the government.

- **Title 2 of the Code of Federal Regulations (C.F.R.):**

§ 200.338 Remedies for noncompliance.

If a NFE fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through may impose additional conditions, as described in 2 C.F.R. § 200.207...

(a) Disallow (that is, deny both the use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

§ 200.403 Factors affecting the allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(g) Be adequately documented.

- **Title 44 of the Code of Federal Regulations (C.F.R.):**

§ 206.201 Definitions used in this subpart.

(c) *Facility* means any publicly or privately owned building, works, system, or equipment, built or manufactured, or an improved or maintained natural feature. Land used for agricultural purposes is not a facility.

§ 206.223 General Work Eligibility

(a) General. To be eligible for financial assistance, an item of work must:

- (1) Be required as a result of the emergency or major disaster event;
- (2) Be located within the designated area of a major disaster
- (3) Be the legal responsibility of an eligible applicant.

- **FEMA Public Assistance Program and Policy Guide, FP 104-019-2 (April 2018)(PAPPG):**

CHAPTER 2: Public Assistance Policy

Section IV: General Work Eligibility (B) Minimum Work Eligibility

1. Result of the Declared Incident

The Applicant is responsible for showing that work is required;

- Due to an immediate threat resulting from the declared incident (for Emergency Work); or,
- To address damage caused by the declared incident.

For temporary repairs, mold remediation and Permanent Work, the Applicant must demonstrate that damage was caused directly by the declared incident. (PAPPG II, p19)

Section VII. Permanent Work Eligibility (H) Eligibility Considerations by Facility

(2) Water Control Facilities

(a) *Restoring the Capacity of Channels, Basins and Reservoirs*

Restoring the pre-disaster carry or storage capacity of engineered channels, debris and sediment basins, storm water detention and retention basins, and reservoirs may be eligible, but only if the Applicant provides documentation to establish:

- The pre-disaster capacity of the facility; and,
- The Applicant maintains the facility on a regular schedule.

CHAPTER 3: Public Assistance Program Administration

Section II: Project Formulation

...it is the Applicant's responsibility to substantiate its claim as eligible. If the Applicant does not provide sufficient documentation to support its claim as eligible, FEMA cannot provide funding for the work. (PAPPG II, p133)

A. Identify and Report Damage

The Applicant is required to identify and report all of its disaster-related damage, Emergency Work activities, and debris quantities to FEMA within 60 days of its Recovery Scoping Meeting. FEMA may extend the deadline for identifying and reporting damage if the Recipient submits a request in writing with justification based on extenuating circumstances beyond the Recipient or Applicant's control. (PAPPG II, pp134-135)

Documentation Supporting Immediate Threats, Debris Impacts or Damage

- ✓ Photographs of site, overall facility, and specific damage
- ✓ Detailed description of damage with specific dimensions
- ✓ Drawings, sketches, and plans (to scale) of disaster-related damage
- ✓ Plans and specifications showing pre-disaster design of the facility

Analysis:

FEMA, pursuant to its delegated authority, may make contributions to a local government for the repair, restoration, reconstruction, or replacement of a public facility, such as water control facilities, damaged or destroyed by a major disaster and for associated expenses incurred by that government. *Stafford Act § 406(a)(1)*. FEMA has determined the City of Key Colony Beach, FL is an eligible applicant that may receive contributions for the repairs for disaster-damaged City-wide swales.

Federal regulations and FEMA policies agree that claimed costs for damage repairs must be adequately documented to be allowable for Federal awards. *2 C.F.R. § 200.403 (g)*. FEMA policy clearly states if applicants do not provide enough documentation to substantiate their claims, FEMA cannot provide funding for the work. *PAPPG II, p133*. FEMA policy provides many examples of the types of documentation applicants may submit to substantiate their claims, including photographs, detailed damage description with dimensions, and plans or specifications providing the pre-disaster design of the damaged facility. *PAPPG II, p134-135*.

FEMA's site inspection report dated February 20, 2018, and all documentation submitted by the City agree the "swales" at issue for this claim are part of the City's storm water collection system. *Key Colony Beach, City of-WO 9312 DI 90240- SIR pp6-10*. The Project Damage Description and Dimensions describes these as "an infiltration basin for storm water runoff." <https://pgrants.fema.gov/#Project/29604/details> (last viewed 7/24/19). The site inspection

report included photographs of the City swale locations and maps that depict swales running alongside most of the City's roads and streets. *Key Colony Beach, City of -WO 9312 DI 90240-Photos; Key Colony Beach, City of -WO 9312 DI 90240-Site Map*. The site inspection report provided lengths of the swales, but no additional information detailing dimensions of the damage.

Beyond dating the swales' construction to 1978, the City provided no details as to the design or construction methods use to build the swales. In response to a FEMA email query, the City responded the "average depth of a swale is approximately 18 inches" and that the "average width of a swale is approximately 9 feet." *Project 29604 DR4337FL email response RE [29604] Storm water swales [94024] storm water*.

As noted above, the City intends to use its own labor force or contractors to clean and reshape the swales. However, there are several issues to address prior to developing an eligibility determination for this project.

1. First, the project is wrongly categorized as a Category F – Utilities. FEMA policy does not include "storm water collections systems" as an example of an eligible applicant utility. *PAPPG II, pp123-125*. Similarly, Category C – Roads and Bridges work encompasses drainage systems such as culverts, although the documentation provided makes no such reference to such facilities. Instead, this project's purpose – cleaning out infiltration basins for storm water drainage – would be more properly categorized as a Category D – Water Control Facilities project. According to FEMA policy, water control facilities are constructed for interior drainage, flood control, and storm water management. Sediment and debris basins and storm water retention and detention basins are cited as examples of water control facilities. *PAPPG II, p117*.
2. The calculation of the amount of sediment purportedly deposited in the swales is flawed. The City is claiming the sediment was deposited in swales that ran the length of the City's streets and roadways for a total of 36,290 feet. The City further claims the average rectangular cross section of its drainage swales is 9 feet by 1.5 feet. Photographs taken during the site inspection indicate a low probability that a swale would hold these exact dimensions for the entire length of a City street or roadway as many of the residential streets are more than 90 percent paved or graveled.
3. If each swale was filled to capacity, this would equate to 18,145 cubic yards of sediment. However, the City provided no information to substantiate the pre-disaster capacity of the infiltration basins either in the form of pre-disaster surveys or regular maintenance reports.
 - a. FEMA policy credits both sources of data as enabling FEMA to determine the amount of new material deposited in the swales by the major disaster.
 - b. Absent such data, it is impossible for FEMA to determine that the removal of debris from the infiltration basins is the direct result of the major disaster as required by Federal regulations. *44 C.F.R. § 206.223 (a)(1)*.

- c. The maintenance records submitted covered only operations at the City's wastewater treatment plant. *29304DR4337FL- Maintenance Record*

FEMA provided the City an opportunity to provide the missing infiltration basin data in response to a Request for Information RFI-PRJ-13068 issued on or about May 20, 2017. The RFI requested "accurate dimensions for each swale, either sediment quantities to be removed in cubic yards or measurements of the sediment to be removed." *RFI-PRJ-13068, May 20, 2017*. The City did not respond to FEMA's RFI.

Remedy

FEMA determines that the documentation for the City of Key Beach Colony infiltration basins does not comply with Federal laws, regulations and policy in multiple ways. As such, a remedy is required. If an NFE, like the City, fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through may impose additional conditions. These additional conditions permit FEMA to disallow (that is, deny both the use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance. *2 C.F.R § 200.338(d)*. That remedy is appropriate here.

The City did not provide data sufficient to satisfy Federal requirements to substantiate claimed costs. FEMA policy is clear that if an applicant does not provide enough documentation to support its claim as eligible, FEMA cannot provide funding for the work. *PAPPG II, p133*.

Therefore, the County's request for FEMA to allow costs of \$396,501.00 for the infiltration basin restoration is denied.

Eligibility Determination: ☐ Partially Approved ☒ Denied

FEMA determines that the City did not adequately document its claims for disaster-related damage as required by Federal regulations and FEMA policies. Consequently, FEMA must disallow costs not in compliance with Federal requirements for adequate documentation.

Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206, Appeals. If the Applicant elects to file an appeal, the appeal must:

- 1) Contain documented justification supporting the Applicant's position;
- 2) Specify the monetary figure in dispute; and
- 3) Cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.

The appeal must be submitted to the State by the Applicant within 60 days of its receipt of this determination. The State's transmittal of that appeal, with the State's recommendation, is required to be submitted to The FEMA Regional Administrator's office within 60 days of the receipt of the Applicant's letter.

Preparation and Review:

Preparer: Notra Trulock, III PA Policy Advisor

Signature: 

Date: 9/12/2019

Office of Chief Counsel Reviewer: David Russo, Attorney Advisor

Signature: DAVID A RUSSO Digitally signed by DAVID A RUSSO
Date: 2019.09.09 12:00:51 -0400

Date: _____

Approval:

PA Management: Angela Gillman, Infrastructure Branch Director

Signature: 

Date: 12 Sept 19

Document Description	File Name
Map	7594-DR4337FL-PWD-Irma-Category D Location Map.
DPW Work Order	7594-DR4337FL-PWD-166681- W-61.
FEMA Site Inspection Report	DR4337- WO4731_31945_Site Inspection Report
Site Inspection Photo Page	WO 15537 DI-52215 Photo Page
Costs Validation Spreadsheet	7594 Validation Spreadsheet
FEMA Request for Information	RFI 11605 (Updated) Canals still need dimensions 4.3.19



FEMA

Region 4 - Recovery

October 6, 2022

Kevin Guthrie
Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

David Turner
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL. 33051

Re: FEMA Public Assistance Eligibility Determination – The City of Key Colony Beach, PA ID 087-36325-00, FEMA-4337-DR-FL, Project 11458

Dear Kevin Guthrie and David Turner:

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that the work and cost is ineligible for Public Assistance funding. Please see the enclosed FEMA Public Assistance Determination Memorandum for detailed information.

Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and applicable regulations, the City of Key Colony Beach (Applicant) is entitled to appeal this eligibility determination. The Applicant may appeal this determination to the FEMA Region 4 Regional Administrator pursuant to Title 44 Code of Federal Regulations § 206.206. The appeal must: (1) contain documented justification supporting the Applicant's position, (2) specify the monetary figure in dispute, and (3) cite the provisions in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent. The Applicant should also include a current email address to receive electronic correspondence. The Applicant must submit the appeal to the Florida Division of Emergency Management (Recipient) within 60 days of the Applicant's receipt of this determination. The Recipient must then transmit the appeal, with a written recommendation, to Region 4 within 60 days of receiving the Applicant's appeal.

Lastly, the Applicant must submit all relevant supporting information with its first appeal. For reference, a current index of documents relevant to this determination is enclosed.

Kevin Guthrie and David Turner
October 6, 2022
Page 2

If you have any questions, please contact Marija Diceviciute, Florida Division of Emergency Management Appeals Officer, 850-815-4442 or email FDEM-PA-APPEALS@em.myflorida.com

Sincerely,

GARY D GLOVER

Digitally signed by GARY D
GLOVER
Date: 2022.10.06 07:27:53 -04'00'

Gary D. Glover
Infrastructure Branch Director
Federal Emergency Management Agency
FEMA 4337-DR-FL

Enclosures:
FEMA PA Eligibility Determination Memorandum
Index of Documents



ELIGIBILITY DETERMINATION MEMORANDUM City of Key Colony Beach

Project No.	11458	Applicant Type <input type="checkbox"/> State Agency <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Tribe <input type="checkbox"/> Private Nonprofit
Version No.	0	
Damage Inventory Nos.	41997/41998/929002	
Project Title: Key Colony Beach City Hall Building Damage		
Category of Work: E – Buildings and Equipment		

Amount Requested:	\$3,685,939.00	Eligibility Issue Type(s) <input type="checkbox"/> Applicant Eligibility <input type="checkbox"/> Facility Eligibility <input checked="" type="checkbox"/> Work Eligibility <input checked="" type="checkbox"/> Cost Eligibility
Amount Denied:	\$3,523,891.00	
Issue Keyword(s): Direct Result of the Disaster/Deferred Maintenance/ 50% rule		

Project Description:

Hurricane Irma caused strong winds, torrential rain and tidal surge which resulted in extensive damage throughout Florida. The incident period for this disaster is September 04, 2017, through October 18, 2017. The widespread damage resulted in a major disaster declaration, (FEMA-4337-DR-FL), on September 10, 2017. This disaster declaration, as amended, authorized Public Assistance (PA) in all Florida Counties.

The City of Key Colony Beach (Applicant) is an eligible applicant as a local unit of government and claims that Hurricane Irma's high winds, tidal surge, wave action, and storm surge caused damage to the City of Key Colony Beach City Hall building interior, roof, and its contents. The city government building is a concrete masonry building built over spread footings on pilings. The floors are a floating slab on sand base. Originally built in 1959, the building has two additions, the post office built in 1995, and additional office space built in 1996.

In the City of Key Colony Beach's original request for FEMA PA reimbursement, the Applicant submitted a request to FEMA for total replacement of the Key Colony City Hall building and its contents, due to claimed damage from the Hurricane Irma event. FEMA determined the cost to complete the Applicant's scope of work (SOW) to reflect an estimated total of \$3,685,939.00 *11458 - DR4337FL - CEF (OLD-DO NOT USE).xlsx*. The base construction cost for replacement, however, is determined as \$1,813,504.00, which is the costs used for replacement, omitting all soft costs. The eligible estimated cost to repair the facility which includes the



updated Damage, Description, and Dimensions is determined as \$162,048.00 11458 - DR4337FL - CEF.xlsx. *Document Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf*; 11458 - DR4337FL - CEF.xlsx. Therefore, based on FEMA policy and project cost calculations, this project does not meet the 50 Percent Rule and does not qualify for replacement.

Issue:

Is FEMA able to provide funding for a declared scope-of-work and costs when the Applicant failed to provide requested documentation as evidence that the claimed facility is eligible for complete replacement? Has the Applicant provided evidence that damage to the claimed facility was incurred as a direct result of the Hurricane Irma disaster?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Pub. L. No. 93-288 (hereinafter *Stafford Act*).**

§ 406, 42 U.S.C. § 5172, - *Repair, Restoration, Replacement of Damaged Facilities*

(a) Contributions-

(1) In General.- The President may make contributions to-

(A) to a State or local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by the government...

(e) Eligible Cost.-

(1) Determination.-

(A) ... the President shall estimate the eligible cost of repairing, restoring, reconstructing, or replacing a public facility or private nonprofit facility-

- (i) on the basis of the design of the facility as the facility existed immediately before the major disaster; [and]
- (ii) in conformity with the latest published editions of relevant consensus-based codes, specifications, and standards...

- **Title 2 of the Code of Federal Regulations (C.F.R.) (January 1, 2018):**



§ 200.403-*Factors affecting allowability of costs.*

Except as otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (g) Be adequately documented.

• Title 44 of the Code of Federal Regulations (C.F.R.) (October 1, 2016):

§ 206.223 General Work Eligibility

(a) General. To be eligible for financial assistance, an item of work must:

- (1) Be required as a result of the emergency or major disaster event;
- (2) Be located within the designated area of a major disaster...; and
- (3) Be the legal responsibility of an eligible applicant.

§ 206.226 Restoration of damaged facilities

(f) Repair vs. replacement

- (1) A facility is considered repairable when disaster damages do not exceed 50 percent of the cost of replacing a facility to its predisaster condition, and it is feasible to repair the facility so that it can perform the function for which it was being used as well as it did immediately prior to the disaster.
- (2) If a damaged facility is not repairable in accordance with paragraph (f)(1) of this section, approved restorative work may include replacement of the facility. The applicant may elect to perform repairs to the facility, in lieu of replacement, if such work is in conformity with applicable standards. However, eligible costs shall be limited to the less expensive of repairs or replacement.

• FEMA Public Assistance Program and Policy Guide, FP 104-019-2 (April 2018) (*herein after PAPPG*):

• Chapter 2, Section IV, General Work Eligibility

Through the PA Program, FEMA provides:

- Grant funding for permanent restoration of damaged facilities, including cost-effective hazard mitigation to protect the facilities from future damage (Permanent Work).



B. General Work Eligibility

At a minimum, work must meet each of the following three general criteria to be eligible:

- Be required as a result of the declared incident;
- Be located within the designated area, with the exception of sheltering and evacuation activities; and
- Be the legal responsibility of an eligible Applicant. (*PAPPG*, p. 19)

The final component evaluated for eligibility, are the costs claimed by the Applicant. Not all costs incurred as a result of the incident are eligible. To be eligible, costs must be:

- Directly tied to the performance of eligible work;
- Adequately documented;
- Reduced by all applicable credits, such as insurance proceeds and salvage values;
- Authorized and not prohibited under Federal, State, Territorial, Tribal, or local government laws or regulations;
- Consistent with the Applicant's internal policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the Applicant; and
- Necessary and reasonable to accomplish the work properly and efficiently. (*PAPPG*, pp. 21-22)

- **Chapter 2, Section VII, Permanent Work Eligibility**

Permanent Work (Categories C–G) is work required to restore a facility to its pre-disaster design (size and capacity) and function in accordance with applicable codes and standards. (*PAPPG*, pp. 84)

D. Repair vs. Replacement

When evaluating whether a damaged facility is eligible for replacement, FEMA compares the repair cost with the replacement cost and evaluates the feasibility of repairing the facility.

A facility is considered repairable when:

- The cost to repair the disaster-related damage does not exceed 50 percent of the cost to replace the facility based on its pre-disaster size, capacity, and function; and
- It is feasible to repair the facility so that it can perform the pre-disaster function as well as it did prior to the incident



The comparison of the repair cost to the replacement cost results in a fraction that expresses repair as a percentage of replacement. The percentage is calculated with the repair cost as the numerator and the replacement costs as the denominator. FEMA refers to this calculation as the "50% Rule."

1. Calculation

The repair cost (numerator) is the cost of repairing disaster-related damage only and includes costs related to compliance with codes or standards that apply to the repair of the damaged elements only (including federally required codes and standards). The numerator does not include costs associated with:

- Upgrades of non-damaged elements even if required by codes or standards (e.g., elevation of an entire facility triggered by repair)
- Demolition beyond that which is essential to repair the damaged elements
- Site work
- Soft costs
- Contents
- Hazard mitigation measures
- Emergency Work

The replacement cost (denominator) is the cost of replacing the facility on the basis of its pre-disaster design (size and capacity) and function in accordance with applicable codes or standards. The denominator does not include costs associated with:

- Demolition
- Site work
- Soft costs
- Contents
- Hazard mitigation measures
- Emergency Work

Analysis:

FEMA, pursuant to its delegated authority, may make contributions to a local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by that government. *Stafford Act § 406(a)(1)*. FEMA has determined the City of Key Colony Beach is an eligible applicant that may receive contributions for the repairs to damage caused by the major disaster only in accordance with all Federal regulations and policy.

Repair versus Replacement – The 50 Percent Rule

In FEMA's initial review of the City of Key Colony Beach's request to FEMA for total replacement of the city hall building and its contents, FEMA utilized documentation provided by Eastern Engineering Group, the Applicant's licensed engineer, which advised that the required method of repair for the damaged facility is demolition in excess of 50 percent of the structure in



order to install augercast concrete piles to a depth of 23 feet. It was also advised that construction equipment necessary to make the repair would be inhibitive to the existing 1960's foundation system. *11458 DR4337 FL - Universal Geotech Report - Key Colony Beach - Soils Report.pdf*. According to the Applicant's engineer, the viable method of restoration was determined as facility replacement. Additionally, the Applicant provided a letter from Eastern Engineering Group dated May 14, 2019 that indicates that the City's intention to replace the City Hall building was brought to Eastern Engineering's attention. In its letter, Eastern Engineering Group provided a recommendation of another engineering firm concerning the proposed construction of a water tank at the City's Wastewater Treatment Plant (an entirely different geographic location) which recommends the same type of slab/pier/foundation the city is planning to build at the current damaged city hall site. The recommendation from the prior firm was in November of 2016 - approximately one year prior to the Hurricane Irma disaster event. Further, in provided documentation, Eastern Engineering Group does not claim to have inspected the damaged city hall building or reviewed any other damage data or assessments. Eastern Engineering Group did not provide findings of damages or recommendations for repair of any damages from any cause.

Based on FEMA's review of all available documentation, FEMA determined the project cost to complete the Applicant's scope of work (SOW) to reflect an estimated total of \$3,685,939.00. The base construction cost for replacement (omitting all soft costs) of the claimed facility is determined as \$1,813,504.00. The eligible estimated cost to repair the facility which includes the updated Damage, Description, and Dimensions is determined as \$162,048.00. Therefore, based on FEMA policy and project cost calculations, this project does not meet the 50 Percent Rule and does not qualify for replacement, $\$162,048.00 / \$1,813,504.00 = 8\%$. *11458 - DR4337FL - CEF (OLD-DO NOT USE).xlsx*

In accordance with FEMA policy, "When evaluating whether a damaged facility is eligible for replacement, FEMA compares the repair cost with the replacement cost and evaluates the feasibility of repairing the facility.

A facility is considered repairable when:

- The cost to repair the disaster-related damage does not exceed 50 percent of the cost to replace the facility based on its pre-disaster size, capacity, and function; and
- It is feasible to repair the facility so that it can perform the pre-disaster function as well as it did prior to the incident.

The comparison of the repair cost to the replacement cost results in a fraction that expresses repair as a percentage of replacement. The percentage is calculated with the repair cost as the numerator and the replacement costs as the denominator. FEMA refers to this calculation as the "50% Rule." (*PAPPG, pp. 99-100*).

Thus, based on FEMA's review of all provided documentation, FEMA is unable to consider this project for replacement of the Applicant's claimed facility and its contents.



Consequently, FEMA continued on with the project's review to consider eligibility of repair costs associated with the claimed facility and its contents.

Direct Result of Disaster

The City of Key Colony Beach failed to provide documentation as evidence that damage to the Key Colony Beach City Hall building and its contents was incurred as a direct result of the Hurricane Irma disaster.

In accordance with FEMA policy, for temporary repairs, mold remediation, and permanent work, the Applicant must demonstrate that damage was caused directly by the declared incident. FEMA does not provide PA funding for repair of damage caused by:

- Deterioration,
- Deferred maintenance,
- The Applicant's failure to take measures to protect a facility from further damage, or
- Negligence. (*PAPPG*, pp 19-20).

In addition to the Applicant's claim that the City of Key Colony Beach City Hall building and its contents were damaged by the Hurricane Irma event, the Applicant further claims that Hurricane Irma caused damage to the facility's concrete slab and voids below the slab. *Document Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf*. The Applicant provided its engineering report dated August 3, 2018, which discussed the foundation and structural damage to the facility. The findings are as follows: 1. Based on the observations made during the on-site investigation, the engineering firm concluded that the interior of the building was inundated to a depth of approximately 24 inches due to flooding associated with the passage of Hurricane Irma in September 2017. 2. The voids beneath the slab were an ongoing, long term condition cause by settlement of soils coupled with cyclic inundation of the soils. 3. The long-term condition of the voids indicated that the foundation was not in imminent danger of failure, and, subsequently the structure is not unfit for occupation, however, the voids below the floor will need to be eliminated to prevent the collapse of the concrete floor. *Ibid*.

Document "Exhibit 2 KCB Geotech Report-Universal.pdf" dated August 14, 2018, is a Universal Engineering Services report which presents findings of severe slab elevation differences and significant sub-slab voids caused by improper site fill and settlement over time. The slab is divided into three areas of which two exhibit settlement of at least 4.7 inches. This report uses data from an IBTS report dated November 16, 2017, titled "Site Boring Analysis." The IBTS data is an appendix to the Universal Engineering report and includes only photographs of slab borings and sub-slab voids. Document "Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf." is an Engineering report commissioned by the NFIP Insurer. The report is dated August 3, 2018. Their findings include: A) The building is not unfit for occupancy. B) The voids can be filled. C) The slab problems all predated the disaster.



The Applicant also provided the Eastern Engineering Group letter dated May 14, 2019, to support its claim of disaster-related damage to the City Hall building and its contents. However, the letter merely identifies an acceptable slab/pier/foundation system for the new building to be constructed on the site of the present City Hall. The provided letter presents no findings or opinions of the necessity to demolish the existing City Hall structure; pre-disaster and post-disaster damage analyses of specific building elements were not provided. FEMA utilized the Eastern Engineering Group letter as the source for the method of repair to develop the scope of work in its CEF analysis.

Based on FEMA's review of this project, it was determined that the Applicant's originally submitted project did not include any damages to the foundation. FEMA submitted a Request for Information (RFI) to the Applicant in order to provide an opportunity to support the foundation damages noted in the engineering report. However, the applicant was unable to provide any information. After reviewing the plans for the original building, it was discovered that the foundation of the building was pile supported; the building as a whole is not settled; and the building does not exhibit signs of structural damages. Therefore, FEMA determined that even with evidence of disaster-related damage to the floor, the building does not require replacement; the floor can be repaired. *RE_ DR 4337 Key Colony Beach GM 11458 PW 06016.pdf*.

Thus, FEMA has determined that the City of Key Colony Beach City Hall building and contents project is ineligible for replacement. Additionally, the Key Colony Beach City Hall building contained substantial degradation prior to the Hurricane Irma event. Claimed damages appear to be a result of long-standing issues from site conditions. Costs to fill the voids and restore the slab are deemed ineligible because the Applicant failed to provide evidence that claimed damages are a direct result of the declared Hurricane Irma incident. The Applicant failed to distinguish pre-existing damage from disaster-related damage; and the Applicant's documentation does not establish slab damage to the building elements as a direct result of the Hurricane Irma disaster. *DM Referral Memo 11458.docx*.

FEMA utilized RSMeans to determine project costs. *11458 - DR4337FL - CEF.xlsx*.

Eligibility Determination: ☒ Partially Approved ☐ Denied

Therefore, this project is partially approved for FEMA Public Assistance. The Applicant's total claimed costs for this project are \$3,685,939.00. The total cost supported is \$162,048.00 (\$3,685,939.00-\$3,523,891.00); the total cost unsupported is \$3,523,891.00.

In FEMA's review, it should be noted that the Applicant received a state grant for \$2,282,939.00 to be used towards our new City Hall. <https://keycolonybeach.net/wp-content/uploads/2022/08/letter-to-residents-2.pdf>



Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206. If the Applicant elects to file an appeal, the appeal must:

- 1) contain documented justification supporting their position,
- 2) specify the monetary figure in dispute, and
- 3) cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.

The appeal must be submitted to the Recipient, Florida Division of Emergency Management, by the Applicant within 60 days of its receipt of this determination. The Recipient's transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant's letter. If you have any questions, please contact the Florida Division of Emergency Management, Marija Diceviciute at marija.diceviciute@em.myflorida.com.

Approval:

PA Management: Gary D. Glover, Infrastructure Branch Director

Signature: **GARY D GLOVER** Digitally signed by GARY D GLOVER
Date: 2022.10.06 07:28:39 -04'00'

Date: _____

Document Index:

Document Description	File Name
Correspondence	<i>RE_ DR 4337 Key Colony Beach GM 11458 PW 06016.pdf</i>
Scope of Work Documentation	<i>Prop #10416 - Key Colony City Hall.pdf</i>
FEMA Validation Document	<i>11458 - DR4337FL - CEF.xlsx</i>
DM Referral Memo	<i>DM Referral Memo 11458.docx#</i>



FEMA Validation Document	<i>11458 - DR4337FL - DI 929002 Validation Summary.xlsx</i>
Correspondence	<i>11458 - DR4337FL - DI 929002 Email 12.21.21.pdf#</i>
Building Contents	<i>DR4337 Project 11458 Building Contents.xlsx#</i>
DR4337 Project 11458 Building Official Letter 2021-12-16	<i>DR4337 Project 11458 Building Official Letter 2021-12-16.pdf#</i>
Insurance Policy	<i>PRM FULL POLICY 2016.pdf#</i>
Insurance Documentation	<i>DR4337 Project 11458 - FINAL 2016-17 PRM COVERAGE DOC PRM016-003 excl Member End.pdf#</i>
Correspondence	<i>DR4337 Project 11458 Applicant Email Declining to Claim for Building Contents.pdf#</i>
FEMA Record of Considerations	<i>PA-04-FL-4337-PW-06016_REC.pdf#</i>
Correspondence	<i>11458 - DR4337FL - EHP RFI Satisfied Email 11.17.21.pdf#</i>
Correspondence	<i>DR4337 Project 11458 Email of FPN Website Posting from applicant 2021-11-16.pdf#</i>
EHP RFI	<i>20211104 PA 4337-06016 PN 11458 EMAIL FPN.pdf#</i>
FEMA Insurance Narrative	<i>SP11458 DR4337FL- Insurance Narrative- Key Colony Beach- City of- CAT E1.pdf</i>
Flood Insurance Policy	<i>KCB Flood Insurance Policy.pdf</i>
Bid Documentation	<i>LIVS Associates Architect AIA Agreement - Signed - City Hall.pdf</i>
Bid Documentation	<i>KCB AE RFQ.pdf#</i>
Correspondence	<i>Exhibit 10 Key Colony Beach City Hall Condemnation.pdf</i>
Engineering Report	<i>Exhibit 9 Keystone Revised Engineer Report 17 0026610 City of Key Col.pdf</i>
Revised Grimes Survey.pdf	<i>Revised Grimes Survey.pdf</i>
Contract Document	<i>DR 4337 Project 11458 CITY OF KEY COLONY BEACH - CITY HALL PRELIMINARY DESIGN PLANS.pdf</i>



Claim Settlement	<i>Project 11458 DR4337FL KCB Claim Determination 11.07.2019.pdf</i>
Air MD Asbestos Survey	<i>Air MD Asbestos Survey.pdf#</i>
Procurement Documentation	<i>KCB Approval of LIVS Minutes.pdf#</i>
Procurement Documentation	<i>CardnoCampbell - RFQ.pdf#</i>
Bid Documentation	<i>BetaJones - A&E RFQ.docx#</i>
Site Inspection Report	<i>city hall site inspect fema .pdf#</i>
Damage Drawings and Sketches	<i>11458DR4337FL Insurance Building and Flood.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #26.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #25.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #4.pdf#</i>
Damage Drawings and Sketches	<i>City Hall Scans June 2018 #3.pdf#</i>
Damage Drawings and Sketches	<i>11458DR4337FL building plans 1.pdf#</i>
Flood Insurance Policies and Claims. Ops. RO. Blower 05.22.18	<i>Flood Insurance Policies and Claims. Ops. RO. Blower 05.22.18.pdf#</i>
FEMA list Damage Description_IBTS Comments	<i>FEMA list Damage Description_IBTS Comments.pdf#</i>
BCO Determination Letter	<i>BCO Determination Letter.pdf#</i>
Maintenance Records	<i>KCBMaintenancerecords.pdf#</i>
KCB50%zoningcode	<i>KCB50%zoningcode.pdf#</i>
Applicant-Provided Documentation	<i>CSA letter to IBTS ref. Key Colony Beach Civic Center (rev) 180319.pdf#</i>



Applicant-Provided Documentation	<i>CSA letter to IBTS ref. Key Colony Beach Civic Center..pdf#</i>
Elevation Certificate	<i>elevation cert City Hall.pdf#</i>
Applicant-Provided Documentation	<i>Freeboard requirement BFE +1.pdf#</i>
Applicant-Provided Documentation	<i>KCB City Hall Tax Value.pdf#</i>
Applicant-Provided Documentation	<i>KCB_Final Draft REPAIR_Overview_CAT_V6_APRIL01-2018.pdf#</i>
Applicant-Provided Documentation	<i>Key Colony Beach_Site Boring Album.pptx#</i>
Proof of Loss Documents	<i>proof of loss city hall.pdf#</i>
Mitigation site Inspection Report	<i>SI 3580 Damage 41997 Key Colony Beach City Hall Monroe County.docx#</i>
Correspondence	<i>Dave Morrill - Key Colony Beach -Cityhalldisc 3-28-18.docx#</i>
04-09-2018 Dave Morrill Email to KCB RE 50-50 Rule	<i>04-09-2018 Dave Morrill Email to KCB RE 50-50 Rule.pdf#</i>
Insurance Policy	<i>KCB Property Insurance Policies.pdf#</i>
Photos	<i>WO3580_41997_DR4337FL_Photos.pdf#</i>
Site Inspection Report	<i>WO3580 - DR4337FL - Site Inspection Report.pdf#</i>
Firmette	<i>WO3580_DR4337FL_Firmette.pdf#</i>
Site Inspection Report	<i>WO3584 - DR4337FL - Site Inspection Report.pdf#</i>
Photos	<i>WO3584_41998_DR4337FL_Photos.pdf#</i>
Firmette	<i>WO3584_41998_DR4337FL_Firmette.pdf#</i>
Location Map	<i>WO3584_41998_DR4337FL_Map.pdf#</i>
EHP Site Visit Report	<i>20180226 SI Key Colony Beach WO 14354 3584 3580.pdf#</i>
EHP Site Visit Report	<i>20171213 PA 4337 Key Colony Beach Site Visit Form.pdf#</i>



FEMA

FEMA-4337-DR-FL
PA ID 087-36325-00

Purchasing Policy	<i>KCB Purchasing Policy.pdf#</i>
Pay Policy	<i>project 10258 - Pay policy.pdf#</i>

Project	Project #	Project Name	Project Description	Project Status	Project Manager	Project Start Date	Project End Date	Project Budget	Project Actual Cost	Project Variance	Project ROI	Project Risk	Project Impact	Project Notes
1	100001	Project A	Project A Description	Active	John Doe	2023-01-01	2023-12-31	\$1,000,000	\$950,000	\$50,000	5%	Low	High	Project A is on track and within budget.
2	100002	Project B	Project B Description	Completed	Jane Smith	2022-06-01	2022-11-30	\$800,000	\$820,000	-\$20,000	-2.5%	Medium	Medium	Project B was completed ahead of schedule.
3	100003	Project C	Project C Description	On Hold	Mike Johnson	2023-03-01	2023-09-30	\$1,200,000	\$1,100,000	\$100,000	8.3%	Low	Low	Project C is on hold due to budget constraints.
4	100004	Project D	Project D Description	Active	Sarah Lee	2023-02-01	2023-10-31	\$900,000	\$920,000	-\$20,000	-2.2%	Medium	Medium	Project D is progressing well.
5	100005	Project E	Project E Description	Completed	David Kim	2022-09-01	2022-12-31	\$700,000	\$680,000	\$20,000	2.9%	Low	Low	Project E was completed successfully.
6	100006	Project F	Project F Description	On Hold	Emily White	2023-04-01	2023-11-30	\$1,100,000	\$1,050,000	\$50,000	4.5%	Medium	Medium	Project F is on hold due to resource availability.
7	100007	Project G	Project G Description	Active	Chris Brown	2023-01-15	2023-12-15	\$1,300,000	\$1,250,000	\$50,000	3.8%	Low	Low	Project G is on track.
8	100008	Project H	Project H Description	Completed	Alex Green	2022-07-01	2022-10-31	\$600,000	\$610,000	-\$10,000	-1.7%	Medium	Medium	Project H was completed on time.
9	100009	Project I	Project I Description	On Hold	Olivia Black	2023-05-01	2023-12-31	\$1,400,000	\$1,300,000	\$100,000	7.1%	Low	Low	Project I is on hold due to funding issues.
10	100010	Project J	Project J Description	Active	Noah Gray	2023-02-15	2023-11-15	\$1,500,000	\$1,450,000	\$50,000	3.3%	Medium	Medium	Project J is progressing well.
11	100011	Project K	Project K Description	Completed	Isabella Blue	2022-08-01	2022-11-30	\$500,000	\$490,000	\$10,000	2.0%	Low	Low	Project K was completed successfully.
12	100012	Project L	Project L Description	On Hold	Liam Red	2023-06-01	2023-12-31	\$1,600,000	\$1,500,000	\$100,000	6.3%	Low	Low	Project L is on hold due to technical challenges.
13	100013	Project M	Project M Description	Active	Mia Yellow	2023-03-15	2023-12-15	\$1,700,000	\$1,650,000	\$50,000	2.9%	Medium	Medium	Project M is on track.
14	100014	Project N	Project N Description	Completed	Ben Green	2022-10-01	2022-12-31	\$400,000	\$410,000	-\$10,000	-2.5%	Medium	Medium	Project N was completed on time.
15	100015	Project O	Project O Description	On Hold	Charlotte Blue	2023-07-01	2023-12-31	\$1,800,000	\$1,700,000	\$100,000	5.6%	Low	Low	Project O is on hold due to resource availability.
16	100016	Project P	Project P Description	Active	Ethan Red	2023-04-15	2023-11-15	\$1,900,000	\$1,850,000	\$50,000	2.6%	Medium	Medium	Project P is progressing well.
17	100017	Project Q	Project Q Description	Completed	Ava Yellow	2022-11-01	2022-11-30	\$300,000	\$310,000	-\$10,000	-3.3%	Medium	Medium	Project Q was completed successfully.
18	100018	Project R	Project R Description	On Hold	Lucas Blue	2023-08-01	2023-12-31	\$2,000,000	\$1,900,000	\$100,000	5.0%	Low	Low	Project R is on hold due to funding issues.
19	100019	Project S	Project S Description	Active	Hannah Red	2023-05-15	2023-12-15	\$2,100,000	\$2,050,000	\$50,000	2.4%	Medium	Medium	Project S is on track.
20	100020	Project T	Project T Description	Completed	Jack Green	2022-12-01	2022-12-31	\$200,000	\$210,000	-\$10,000	-5.0%	Medium	Medium	Project T was completed on time.

Becky Todd

From: KCB Mayor <Mayor@keycolonybeach.net>
Sent: Wednesday, November 11, 2020 10:14 PM
To: jpaul@capitolaccessfl.com
Cc: Becky Todd
Subject: RE: Follow up on pending items with the State and Key Colony Beach

Jerry:

I am certain we have submitted receipts for the \$150,000 appropriation from our architect, but will have to check on the Area of Critical Concern funds. I have copied our Clerk and will follow up soonest.

John

From: jpaul@capitolaccessfl.com <jpaul@capitolaccessfl.com>
Sent: Tuesday, November 10, 2020 2:22 PM
To: Chris Moonis <cmoonis@keycolonybeach.net>
Cc: KCB Mayor <Mayor@keycolonybeach.net>; ro@capitolaccessfl.com
Subject: Follow up on pending items with the State and Key Colony Beach

Ron:

Below are a two items for which we have pressed for closure to ensure that KCB receives funds that we worked together to secure. It is our understanding that you are following up on the Chris Moonis' portfolio matters subsequent to his departure.

\$150,000 City Hall appropriation for City Hall (Florida Dept of Emergency Management)

- Our last communication with Amanda Campen at FDEM was that she sent the final agreement for distribution to Chris Moonis, although we never received confirmation from Chris.
- Rosanna and I both sent multiple reminders to Chris via email and on the phone. You may also see some pending requests from us to Chris asking him to send us a copy and send in the agreement.
- Can you confirm that KCB received the funds? Can you confirm that KCB submitted receipts?
-

KCB Share of 2019 Keys Area of Critical State Concern Funds (Florida Dept of Environmental Protection)

- After we had our conference call with DEP summer 2019. We spoke with Chris Moonis. He was going to get us the numbers regarding the KCB portion.
- Rosanna and I have pending requests (reminders) to Chris.
- We received the below email from Sandra Waters (DEP) which we shared with Chris.
- Can you please confirm status?

As to both of these matters, if you cannot find any information in your records, we can try to confirm from the State side. Please let us know.

Thank you.

JP

CITY OF KEY COLONY BEACH
INFRASTRUCTURE FUND

P.O. BOX 510141
KEY COLONY BEACH, FL 33051-0141

CENTENNIAL BANK
WWW.MY100BANK.COM

1561

81-275-829

1/27/2020

PAY TO THE
ORDER OF

LIVS Associates, LLC

\$14,492.31

Fourteen Thousand Four Hundred Ninety-Two and 31/100*****

DOLLARS

LIVS Associates, LLC
2121 Ponce de Leon Boulevard
Suite 610
Coral Gables, FL 33134

MEMO

Invoice # 1-201913



E2Check PLUS Check Fraud
Protection & ID Repayment

[Signature]
[Signature]

MP

⑈001561⑈ ⑆082902757⑆ 0010128644⑈



DATE RECEIVED 1/24/20
PAYMENT WARRANT # 0120
PAID BY CHECK # 1561
DATE 1/27/20
CHARGE TO: 587-126

January 2nd, 2020

Chris Moonis, *City Manager*
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

RE: **Key Colony Beach – New City Hall**
INVOICE No. 1-201913

Professional Services Include:

- A.) Time spent pre-contract assisting Nory Lynch:
- 5/19/19 to 6/28/19 - Original visit with Ed Boraciewics to inspect existing city hall conditions. Building survey and measured as-built drawings. Cost estimates to assist Nory Lynch with FEMA applications.
- B.) Pre and post contract effort:
- 12/11/19 – Preparation of agenda and area assessment.
 - 12/12/19 – Presentation and discussion of area assessment and overall goals at commission meeting.
 - 12/13/19 to 12/20/19 – Zoning code research, site planning, and concept designs.

Principal's Time:	55 hours @ \$215.00/hr. = \$ 11,825.00
Architect Designer:	20 hours @ \$105.00/hr. = \$ 2,100.00
Sub-Total	\$ 13,925.00 ✓

C.) Reimbursables Expenses:

Mileage: 424 miles x \$.58/mile (212 miles/round-trip)	\$ 245.92 ✓
Hotel Stay (5/19/19 – 5/20/19)	\$ 221.63 ✓
Dining (5/19/19 – 5/20/19)	\$ 99.76 ✓
Sub-Total	\$ 567.31

Total Amount Due \$ 14,492.31

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

FAR/dd

OK [initials] 1/24/20
587-126

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134

CITY OF KEY COLONY BEACH
INFRASTRUCTURE FUND

P.O. BOX 510141
KEY COLONY BEACH, FL 33051-0141

CENTENNIAL BANK
WWW.MY100BANK.COM

156

81-275-829

2/28/2020

PAY TO THE
ORDER OF

LIVS Associates, LLC

\$40,421.37

Forty Thousand Four Hundred Twenty-One and 37/100*****

DOLLAR

LIVS Associates, LLC
2121 Ponce de Leon Boulevard
Suite 610
Coral Gables, FL 33134

MEMO

Invoice 2-201913



[Signature]
[Signature]

225-1111 1111 1111
Pay to the order of

⑈001566⑈ ⑆082902757⑆ 0010128644⑈



February 11, 2020

Chris Moonis, City Manager
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

RE: **Key Colony Beach – New City Hall**
INVOICE No. 2-201913

Professional Services Include

A.) Preliminary Design Schematic:

- 1.) 12/20/2019 to 02/05/2020 – Incorporation of building program from Area Assessment meeting. Master planning, development of two schemes and preparation of 3-D drawings for City Commission Meeting presentation.
- 2.) 02/06/2020 – City Commission Meeting (Presentation of two schemes with question and answer session).

Principal's Time:	89 hours @ \$215.00/hr. = \$ 19,135.00
Sr. Project Manager:	26 hours @ \$140.00/hr. = \$ 3,640.00
Architect Designer:	161 hours @ \$105.00/hr. = \$ 16,905.00
Sub-Total	\$ 39,680.00

B.) Reimbursables Expenses:

Mileage: 212 miles/round-trip x \$.58/mile	\$ 122.96
Hotel Stay (2/5/2020 – 2/6/2020)	\$ 571.50
Dining (2/6/2020)	\$ 46.91
Sub-Total	\$ 741.37

Total Amount Due **\$ 40,421.37**

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

FAR/dd

CP AS FOR CITY COMMISSION
2/28/20

DATE RECEIVED 02/11/20
PAYMENT WARRANT # 0220
PAID BY CHECK # 1566
DATE 02/28/20
CHARGE TO: 587-126
Infrastructure - Class

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134

**CITY OF KEY COLONY BEACH
INFRASTRUCTURE FUND**

P.O. BOX 510141
KEY COLONY BEACH, FL 33051-0141

CENTENNIAL BANK
WWW.MY100BANK.COM

1571

81-275-829

4/2/2020

PAY TO THE
ORDER OF

LIVS Associates, LLC

\$**35,324.34

Thirty-Five Thousand Three Hundred Twenty-Four and 34/100***** DOLLAR

LIVS Associates, LLC
2121 Ponce de Leon Boulevard
Suite 610
Coral Gables, FL 33134

MEMO

Invoice 3-201913



[Handwritten Signature]
[Handwritten Signature]

MP EZ-Link® Print Once Fax
Protection & ID Reproduction

⑈001571⑈ ⑆082902757⑆ 0010128644⑈



March 26th, 2020

Chris Moonis, City Manager
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

SCANNED

RE: **Key Colony Beach – New City Hall**
INVOICE No. 3-201913

Professional Services Include:

- A.) Preliminary Design Schematic services dated 2/10/2020 – 3/24/2020.
- 1.) Floor Plan layout design, Parking Lot design, Site design & layout, Post Office design, 3D Modeling, revisions to Progress Report and Progress drawings.
 - 2.) Meeting with MEP & Structural engineers
 - 3.) Electrical Engineering (Carlos Alvarez) – Emergency generator analysis
 - 4.) Eastern Engineering – Structural analysis
 - 5.) SGM Engineering – MEP programming for new facility, HVAC design considerations & review

Principal's Time:	50 hours @ \$215.00/hr. = \$ 10,750.00
Sr. Project Manager:	132.5 hours @ \$140.00/hr. = \$ 18,550.00
Project Architect:	3 hours @ \$115.00/hr. = \$ 345.00
Project Electrical Engineer:	8 hours @ \$115.00/hr. = \$ 920.00
Project Structural Engineer:	5 hours @ \$115.00/hr. = \$ 575.00
Project Mechanical Engineer:	13 hours @ \$115.00/hr. = \$ 1,495.00
Architect Designer:	25.5 hours @ \$105.00/hr. = \$ 2,677.50
Sub-Total	\$ 35,312.50

B.) Reimbursables Expenses:

Bond Copies/Printing (+10% mark-up)
Sub-Total

\$ 11.84
\$ 11.84

Total Amount Due

\$ 35,324.34

OK 4/2/20

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

FAR/dd

DATE RECEIVED 04/01/20
PAYMENT WARRANT # 0420
PAID BY CHECK # 1571
DATE 04/02/20
INVOICE TO: 587-126

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134

**CITY OF KEY COLONY BEACH
INFRASTRUCTURE FUND**

P.O. BOX 510141
KEY COLONY BEACH, FL 33051-0141

CENTENNIAL BANK
WWW.MY100BANK.COM

1581

81-275-829

6/17/2020

PAY TO THE
ORDER OF

LIVS Associates, LLC

\$24,010.00

Twenty-Four Thousand Ten and 00/100*****

DOLLARS

LIVS Associates, LLC
2121 Ponce de Leon Boulevard
Suite 610
Coral Gables, FL 33134

MEMO

Invoice 4-201913



[Signature]

[Signature]

⑈001581⑈ ⑆082902757⑆ 0010128644⑈



June 11, 2020

Chris Moonis, *City Manager*
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

SCANNED

RE: **Key Colony Beach – New City Hall**
INVOICE No. 4-201913

Professional Services Include:

- A) Preliminary Design Schematic services dated 3/25/20 – 5/28/20.
1. Meetings with KCB to discuss commission's review of March report and suggested redesign.
 2. Site redesign to incorporate preferred parking configuration.
 3. Design of Post Office off-site with retail component.
 4. Redesign of main building to reduce area per discussions with KCB.
 5. Meetings with LIVS mechanical engineers and KCB admin and building official.
 6. Preparation of square foot area comparative chart.

Principal's Time:	25 hours @ \$215.00/hr. = \$ 5,375.00
Sr. Project Manager:	62 hours @ \$140.00/hr. = \$ 8,680.00
Project Mechanical Engineer:	40 hours @ \$115.00/hr. = \$ 4,600.00
Architect Designer:	51 hours @ \$105.00/hr. = \$ 5,355.00
Sub-Total	\$ 24,010.00

Total Amount Due \$ 24,010.00 ✓

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

FAR/dd

DATE RECEIVED 06/11/20
PAYMENT WARRANT # 0620
PAID BY CHECK # 1581
DATE 06/17/20
CHARGE TO: 587-126

*** Pay From Infrastructure ***

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134

**CITY OF KEY COLONY BEACH
INFRASTRUCTURE FUND**

P.O. BOX 510141
KEY COLONY BEACH, FL 33051-0141

CENTENNIAL BANK
WWW.MY100BANK.COM

15
81-275-82

9/17/2020

PAY TO THE
ORDER OF

LIVS Associates, LLC

\$**8,085.00

Eight Thousand Eighty-Five and 00/100*****

DOL

LIVS Associates, LLC
2121 Ponce de Leon Boulevard
Suite 610
Coral Gables, FL 33134

MEMO

Invoice 5-201913 - 5/29/2020 - 8/31/2020

⑈001589⑈ ⑆082902757⑆ 0010128644⑈



[Handwritten signature]
[Handwritten signature]

EZShield PLUS
Protection & ID

SCANNED



SCANNED

August 4, 2020

Chris Moonis, City Manager
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

DATE RECEIVED 09.05.20
PAYMENT WARRANT # 0920
PAID BY CHECK # 1589
DATE 09.17.20
CHARGE TO: 587-001
Infrastructure

RE: **Key Colony Beach – New City Hall**
INVOICE No. 5-201913

Professional Services Include:

1. Project Cost Estimate to include material & quantity take-off and product "at cost" research.

Sr. Project Manager:	33 hours @ \$140.00/hr. = \$ 4,620.00
Architect Designer:	33 hours @ \$105.00/hr. = \$ 3,465.00
Sub-Total	\$ 8,085.00

Total Amount Due **\$ 8,085.00**

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

FAR/dd

ymor
9/14/20
For Commission
Review

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134



November 18th, 2020

Chris Moonis, *City Manager*
City of Key Colony Beach
P.O. Box 510141, 600 West Ocean Drive
Key Colony Beach, FL 33051-0141

RE: **Key Colony Beach – New City Hall**
INVOICE No. 6-201913 (Service Dates: 9/1/20 – 11/8/20)

Professional Services Include

1. Code research, cost estimate revisions, site reconfiguration, area assessment, redesign & incorporating changes to plans & 3D.
2. Meetings with Jerry Ong (per Chris Moonis' request) to discuss potential PP3 collaboration.
3. Discussion with Gerard Roussin regarding reduction in overall building area.
4. Meeting at KCB to present design area reductions & revised cost estimate.
5. Meetings with Norry regarding building plan for FEMA Compliance, comparison of existing building areas versus what FEMA is willing to replace/pay and discussion of repair costs associated with repairs defending the 50% rule.
6. Review of two repair cost estimates prepared by D. Peter and FEMA's Levi Holler.
7. Meeting with civil engineers regarding USPS tract access and various ingress/egress scenarios.
8. Preparation of drawings for meeting 11/5/2020.

Principal's Time:	82 hours @ \$215.00/hr. =	\$ 17,630.00
Sr. Project Manager:	98.5 hours @ \$140.00/hr. =	\$ 13,790.00
Architect Designer:	10.75 hours @ \$105.00/hr. =	\$ 1,128.75
Sub-Total		\$ 32,548.75

Reimbursables Expenses

Mileage: 212 miles/round-trip x \$.58/mile	\$ 122.96
(Meeting on 10/28/20)	
Sub-Total	\$ 122.96

Total Amount Due	\$ 32,671.71
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Should you have any questions or comments, please do not hesitate to call me.

Sincerely,

Tony Rosabal, AIA, LEED AP BD+C
Principal-in-Charge

LIVS Associates, LLC
2121 Ponce de Leon Boulevard, Suite 610
Coral Gables, FL 33134

PROJECT NAME: Key Colony Beach - City Hall

Time Sheet for Invoice #6-201913



September	31	1	2	3	4	5	6	7	8	9	10	11	12	13	Description of Work	DEPT. CODE	PHASE CODE	TOTAL
Tony Rosabal									2	6	8	2			Cost estimate & Redesign.	A		18
Lazaro Cabezon										5					Incorporating changes to plans.	A	102	5
Carla Cassola									0.5						Estimate Revision.	A		0.5
September	14	15	16	17	18	19	20	21	22	23	24	25	26	27	Description of Work	DEPT. CODE	PHASE CODE	TOTAL
Tony Rosabal	1	1		1					1		1				Code Research	A		5
Lazaro Cabezon			7	7.5	4			9	1			2.5			Incorporating changes to plans & 3D.	A	102	31
Sept.-Oct.	28	29	30	1	2	3	4	5	6	7	8	9	10	11	Description of Work	DEPT. CODE	PHASE CODE	TOTAL
Tony Rosabal	2	3	3	4	6			3	3	2	6	8			Meetings with Jerry Ong, Gerard Roussin, Presentation/Meeting with KCB.	A		40
Lazaro Cabezon	8	9	6.5	4	1			5.5	5						Incorporating changes to plans & 3D.	A	102	39
Carla Cassola										2.25					Area Assessment.	A		2.25
October	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Description of Work	DEPT. CODE	PHASE CODE	TOTAL
Tony Rosabal										4					Meeting with Norry regarding building plan for FEMA Compliance.	A		4
Oct. - Nov.	26	27	28	29	30	31	1	2	3	4	5	6	7	8	Description of Work	DEPT. CODE	PHASE CODE	TOTAL
Tony Rosabal			3	3					2	3	4				Meeting with Norry, Design meeting, Meeting with Civil engineers, Review/revisions to cost estimate, Preparation of drawings for meeting.	A		15
Lazaro Cabezon			4	7	1.5			3		4	4				Incorporating changes to plans & estimate.	A		23.5
Carla Cassola									8						Site reconfiguration.	A		8
	11	13	23.5	26.5	12.5	0	0	20.5	22.5	22.25	27	12.5	0	0	TOTAL			191.25

Department Code

Civil - C Architectural - A Structural - S Mechanical - M Electrical - E

Phase Code

Studies = 100 Design Development = 200 Specifications = 300 Design Criteria Professional = 400
 Site Verification = 101 Construction Documents = 201 Cost Estimates = 301 Administration / Clerical = 500
 Preliminary Design = 102 Construction Administration = 202 Additional Services = 303

