



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, APRIL 14, 2022
7:00 PM

Deborah Searcy
Mayor

David B. Norris
Vice Mayor

Susan Bickel
President Pro Tem

Darryl C. Aubrey
Councilmember

Mark Mullinix
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/85645347519?pwd=V0VsQ2hyYm5oL1VsYzdhYVlSSHQrUT09>

Meeting ID: 856 4534 7519

Passcode: 710072

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 856 4534 7519

Passcode: 710072

ROLL CALL**INVOCATION - MAYOR****PLEDGE OF ALLEGIANCE - VICE MAYOR****AWARDS AND RECOGNITION****APPROVAL OF MINUTES**

1. Minutes of the Regular Session held March 24, 2022

COUNCIL BUSINESS MATTERS**STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS**

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

2. **1ST READING OF ORDINANCE 2022-08 – GENERAL FUND BUDGET AMENDMENT FY 2022 CAPITAL LEASES** Consider a motion to adopt on first reading Ordinance 2022-08 amending the adopted General Fund Budget for Fiscal Year 2022 to classify the total amount financed for Village vehicles as Capital Outlay and to transfer NET Income from the General Fund Unassigned Fund Balance to the Capital Improvement Plan Fund; and authorizing execution of the Amendments.
3. **1ST READING OF ORDINANCE 2022-09 – CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS** Consider a motion to adopt on first reading Ordinance 2022-09 implementing the recommendations of the Ad Hoc Committee; amending Article V, "Stormwater Management," of Chapter 21, "Planning And Development," by amending Section 21-67, "Post Development Runoff Rates, Volumes And Pollutant Loads," to impose specific requirements applicable to postdevelopment runoff and amending Section 21-70, "Water Quality," to provide standards for construction site runoff; amending Article I, "In General," And Article III, "District Regulations," of Appendix C (Chapter 45) by Amending Section 45-2, "Definitions," to define the terms average elevation and landscaped area and Section 45-27, "R-1 Single-Family Dwelling District," to regulate the height of two-story structures, require a minimum landscaped area, and limit the width of driveways in swale areas; extending the Zoning In Progress relating to second-story floor area for an additional six months.
4. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-05 – CODE AMENDMENT – YEAR-ROUND IRRIGATION CONSERVATION MEASURES** Consider a motion to adopt and enact on second reading Ordinance 2022-05 amending Chapter 19, "Offenses and Miscellaneous Regulations," of the Village Code of Ordinances by repealing Article IX, "Year-Round Irrigation Conservation Measures."
5. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-06 – CODE AMENDMENT – FIREFIGHTERS PENSION PLAN** Consider a motion to adopt and enact on second reading Ordinance 2022-06 amending Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-159, "Creation of Trust and Definitions," Section 2-161, "Benefit Amounts," and Section 2-163, "Contributions," to modify the maximum cap on benefits and the employee contribution for Firefighter members.

- 6. PUBLIC HEARING 2ND READING OF ORDINANCE 2022-07 – CODE AMENDMENT – PARKING REGULATIONS FOR VICINITY OF LAKESIDE PARK** Consider a motion to adopt and enact on second reading Ordinance 2022-07 amending Article III, "Stopping, Standing and Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinances by amending Section 18-34.1, "Vehicle, Trailer or Boat Parking Prohibited Upon Paved or Unpaved Area of Road Right-Of-Way of Specific Roadways," to modify the parking regulations in the vicinity of Lakeside Park.

CONSENT AGENDA

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

- 7. MOTION** – Accepting the ranking by the Selection Committee for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract and authorizing Staff to commence negotiation of an Agreement with Hazen and Sawyer.
- 8. RESOLUTION** – Approving a Contract with Hy-Byrd Incorporated to provide building inspection services at a total amount not to exceed \$75,000; and authorizing execution of the Contract.
- 9. RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$50,000 for dumpster repairs.
- 10. RESOLUTION** – Amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2022 Budget to eliminate two full-time Solid Waste Driver/Operator positions and add two full-time Solid Waste Collector positions within the Public Works Department.
- 11. RESOLUTION** – Accepting proposals from Pantropic Power, Inc. for repairs to the Public Safety generator and rental of a standby generator in the amount of \$35,497.50; and authorizing execution of the Contract.
- 12.** Receive for file Minutes of the Planning Commission meeting held 2/1/22.
- 13.** Receive for file Minutes of the Environmental Committee meeting held 2/7/22.
- 14.** Receive for file Minutes of the Library Advisory Board meeting held 2/22/22.
- 15.** Receive for file Minutes of the Planning Commission meeting held 3/1/22.
- 16.** Receive for file Minutes of the Recreation Advisory Board meeting held 3/15/22.
- 17.** Receive for file Minutes of the Library Advisory Board meeting held 3/22/22.
- 18.** Receive for file Minutes of the Audit Committee meeting held 4/6/22.

OTHER VILLAGE BUSINESS MATTERS

- 19. RESOLUTION – PBA COLLECTIVE BARGAINING AGREEMENT** Consider a motion to adopt a resolution approving a Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc.; and authorizing execution of the Agreement.

COUNCIL AND ADMINISTRATION MATTERS

- 20. MOTION** – Designation of voting delegate and alternates for PBC League of Cities

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

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

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

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MARCH 24, 2022

Present:

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

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Regular Session held March 10, 2022 were approved as written.

RESOLUTION 2022-20 – ACCEPTING ELECTION RESULTS

A motion was made by Councilmember Norris and seconded by Vice Mayor Searcy to adopt Resolution 2022-20 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING AND DECLARING THE RESULTS OF THE MARCH 8, 2022 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2022-20 passed unanimously.

ADMINISTRATION OF COUNCILMEMBER OATHS

Village Clerk Jessica Green administered the Oath of Office to re-elected councilmembers Deborah Searcy, Darryl C. Aubrey and Mark Mullinix. Said Oaths are attached to the official Minutes of Record.

COUNCIL REORGANIZATION

Mayor Aubrey opened the floor to nominations for the office of Mayor. Darryl Aubrey nominated Deborah Searcy for Mayor. With no other nominations for Mayor, Deborah Searcy was declared Mayor.

Susan Bickel nominated David Norris for Vice Mayor. With no other nominations for Vice Mayor, David Norris was declared Vice Mayor.

Deborah Searcy nominated Susan Bickel for President Pro Tem. With no other nominations for President Pro Tem, Susan Bickel was declared President Pro Tem.

Thereafter, the names of Deborah Searcy, David Norris and Susan Bickel were entered into Resolution 2022-21.

RESOLUTION 2022-21 – APPOINTING COUNCIL OFFICERS

A motion was made by Councilmember Bickel and seconded by Councilmember Norris to adopt Resolution 2022-21 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING THE MAYOR, VICE MAYOR AND PRESIDENT PRO TEM FOR THE UPCOMING YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2022-21 passed unanimously. Village Clerk Jessica Green administered the Oath of Office to Mayor Searcy, Vice Mayor Norris, and President Pro Tem Bickel. Said Oaths are attached to the official Minutes of Record.

STATEMENTS FROM THE PUBLIC

Sabastian Hafer, 100 Lakeshore Drive, expressed concern and stated that he strongly opposed the proposed purchase of trash cans, benches and planters for the Earman River bridge. Mr. Hafer asked how agenda items were implemented and placed on the agenda for consideration.

These residents addressed the Council with their concerns regarding the proposed 200 Yacht Club Drive Planned Unit Development:

Chris Ryder, 118 Dory Road
Bob Starkie, 36 Yacht Club Drive

John Samadi, 512 Marlin Road, congratulated the newly elected Councilmembers and expressed concern regarding public comment policy and procedures at Council meetings.

Cole Cauley, 414 Driftwood Road, congratulated the newly elected Councilmembers and stated that he was in support of President Pro Tem Bickel’s proposal for creating a Junior Council in the Village and requested Council’s support.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-05 CODE AMENDMENT – YEAR-ROUND IRRIGATION CONSERVATION MEASURES

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2022-05 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 19, “OFFENSES AND MISCELLANEOUS REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE IX, “WATER SHORTAGE EMERGENCIES,” AND ADOPTING A NEW ARTICLE IX, “YEAR-ROUND IRRIGATION CONSERVATION MEASURES;” PROVIDING FOR A PURPOSE AND FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR CONSERVATION REGULATIONS; PROVIDING FOR VIOLATIONS AND ENFORCEMENT; PROVIDING FOR VARIANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-05 CODE AMENDMENT – YEAR-ROUND IRRIGATION CONSERVATION MEASURES *continued*

Mr. Rubin explained that the Village had received several communications from the South Florida Water Management District requesting that the Village adopt the Year-Round Landscaping Irrigation Conservation Measures applicable within Palm Beach County. The restrictions were set forth in the Florida Administrative Code and technically already apply within the Village. The adoption of an ordinance would provide a mechanism for enforcement. The regulations would prohibit landscape irrigation between the hours of 10 a.m. and 4 p.m. and restrict the use of landscaping irrigation to three (3) days per week based on property address. Mr. Rubin stated that the regulations gave exemptions for new landscaping and for the testing of landscaping irrigation systems. Mr. Rubin stated that he and Mr. Lukasik recommend delaying the effective date of enforcement by ninety (90) days in order to provide time to educate the public about the new ordinance and its requirements.

John Samadi, 512 Marlin Road, expressed concerns regarding the penalties in the proposed ordinance.

Mr. Rubin clarified that the ordinance would be enforced through Code Enforcement.

Discussion ensued between Councilmembers and staff regarding how the irrigation code would be enforced.

Thereafter, the motion to adopt on first reading Ordinance 2022-05 passed unanimously.

ORDINANCE 2022-06 CODE AMENDMENT – FIREFIGHTERS PENSION PLAN

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2022-06 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 4, “PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES,” OF ARTICLE V, “PENSIONS AND RETIREMENT SYSTEMS,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, “CREATION OF TRUST AND DEFINITIONS,” SECTION 2-161, “BENEFIT AMOUNTS,” AND SECTION 2-163, “CONTRIBUTIONS,” TO MODIFY THE MAXIMUM CAP ON BENEFITS AND THE EMPLOYEE CONTRIBUTION FOR FIREFIGHTER MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the purpose of the ordinance. The ordinance would amend the current code to increase the cap on benefits received by employees in the Collective Bargaining Unit from seventy-five percent (75%) to eighty percent (80%) and also allowed for increased employee contributions from seven percent (7%) increasing by one-half percent over an incremented time frame beginning September 30, 2022 and ending September 30, 2024.

Thereafter, the motion to adopt on first reading Ordinance 2022-06 passed unanimously.

ORDINANCE 2022-07 CODE AMENDMENT – PARKING REGULATIONS FOR VICINITY OF LAKESIDE PARK

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2022-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “STOPPING, STANDING AND PARKING,” OF CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 18-34.1, “VEHICLE, TRAILER OR BOAT PARKING PROHIBITED UPON PAVED OR UNPAVED AREA OF ROAD RIGHT-OF-WAY OF SPECIFIC ROADWAYS,” TO MODIFY THE PARKING REGULATIONS IN THE VICINITY OF LAKESIDE PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the code amendment would extend restrictions to on-street parking within the vicinity of Lakeside Park to beyond weekends and holidays and would reduce the number of streets impacted and provide for exceptions for neighborhood residents and their guests through the use of a Village issued pass.

John Samadi, 512 Marlin Road, expressed concerns regarding the proposed amendments to the on-street parking regulations in the vicinity of Lakeside Park.

Mayor Searcy clarified that code was only addressing on-street parking and not non-resident or resident use or parking within Lakeside Park.

Councilmember Mullinix clarified that his concerns regarded parking on residential property without the property owner’s permission.

Vice Mayor Norris recommended that Mr. Rubin change the language in part (b) of the ordinance from “guest of a resident” to “guest of the adjacent property”.

Thereafter, the motion to adopt on first reading Ordinance 2022-07 passed unanimously.

Mr. Lukasik stated that he wanted to remove item 10 “Resolution amending Resolution No. 2020-64 to include additional engineering services for the installation of a fire hydrant for the Anchorage Park Marina Dry Storage Compound Renovation Project at additional cost of \$8,500; and authorizing execution of all required documents” from the agenda. Mr. Lukasik explained that the item would not be heard since it was decided to perform the work in house.

CONSENT AGENDA APPROVED

Item 11 was removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent agenda, as amended was approved unanimously. The following items were approved:

Receive for file Minutes of the Golf Advisory Board meeting held 2/21/22.

Receive for file Minutes of the Audit Committee meeting held 3/7/22.

RESOLUTION 2022-22 – SECOND AMENDMENT TO CONTRACT FOR MILLING, RESURFACING AND STRIPING OF VILLAGE ROADWAYS

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt Resolution 2022-22 entitled:

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

John Samadi, 512 Marlin Road, expressed concern regarding the final cost of the milling, resurfacing and striping of roadways project versus the estimated cost or cost of the original contract.

Councilmember Mullinix asked if the work on the milling, resurfacing and striping of roadways project had been completed.

Assistant Public Works Director Chad Girard stated that the work had been completed. Mr. Girard explained that an extension of the work has been added to include Lighthouse Drive down to U.S. Highway 1.

Councilmember Mullinix asked why the work was completed before staff received approval from Council since the cost was over the \$25,000 threshold.

Mr. Lukasik explained that the additional cost of \$44,729.29 was for inclusion of extra milling and resurfacing that initially was inaccurately measured not just the additional scope of work.

Discussion ensued between Mr. Lukasik and Councilmember Mullinix regarding the additional cost of the project and the reasons for completion of the project before receiving Council approval.

Thereafter, the motion to adopt Resolution 2022-22 passed unanimously.

RESOLUTION 2022-23 – ACCEPTANCE OF FY 2021 AUDIT REPORT

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Bickel to adopt Resolution 2022-23 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT PREPARED BY THE VILLAGE AUDITOR FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021 AND AUTHORIZING ITS FILING WITH THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Terry Morton of Nowlen, Holt & Miner, reviewed the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2021.

Chairman Tom Magill presented comments on behalf of the Audit Committee and thanked Mr. Morton and his staff as well as Finance Director Samia Janjua and her staff for routinely and consistently doing a great job with the Village's finances.

Thereafter, the motion to adopt Resolution 2022-23 passed unanimously.

RESOLUTION 2022-24 – LOCALLY FUNDED AGREEMENT WITH FDOT

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2022-24 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR THE FUNDING AND MAINTENANCE OF CERTAIN IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE U.S. HIGHWAY ONE BRIDGE OVER THE EARMAN RIVER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the resolution would approve a Locally Funded Agreement with the State to provide funding in the amount of \$128,475 to the Florida Department of Transportation for maintenance of certain improvements related to the replacement of the U.S. Highway One bridge over the Earman River and authorizing any additional Locally Funded Agreements. Mr. Lukasik reviewed and explained main components of the agreement which included the installation of a new stamped asphalt crosswalk at the intersection of US1 and Northlake Boulevard, installation of six (6) benches, two (2) litter receptacles and twenty (20) irrigated planter pots, painting FDOT's standard pedestrian railing black, purchase and installation of two aluminum light poles on the bridge, purchase and installation of electrical components necessary to illuminate Village logo signs and underwater lighting and amounts allocated for mobilization, maintenance of traffic and contingencies. Mr. Lukasik reviewed and discussed the project costs that were not associated with the agreement and the equipment that would be acquired and installed by the Village at an additional expense in the future.

Deborah Cross, 2560 Pepperwood Circle S, expressed concern regarding who would be responsible for the maintenance of the planters and the amount of benches proposed for the bridge.

Discussion ensued between Council, Chief Jenkins and Mr. Lukasik regarding concerns that were raised over the proposed improvements to the U.S. Highway One bridge over the Earman River.

Thereafter, the motion to adopt Resolution 2022-24 passed unanimously.

Mr. Lukasik began a discussion regarding the use of Fiscal Year 2021 NET Income. Mr. Lukasik explained that the Village's General Fund ended the year with a net income amount of \$2.2 million. Mr. Lukasik stated that staff was recommending that \$2 million of the net income amount be used to address various equipment and capital needs. Mr. Lukasik reviewed and explained the list of recommended investments as prioritized by staff for the use of the Net Income. The list included the following:

- Public Safety Uninterruptible Power Supply (UPS) System: \$90,000
- Cardiac Monitors and Power Stretchers: \$240,000
- Anchorage Park Playground: \$125,000
- Air Handlers/Chiller Replacement: \$440,000
- Work Order Software for Public Works: \$100,000
- Front Load Solid Waste Vehicle: \$330,000
- Lighthouse Traffic Calming/Bridge Design: \$115,000
- East Alleyway Resurfacing and Wall Replacement and/or Anchorage Park Dry Storage: \$560,000

Mr. Lukasik explained that the recommended list of capital investments would expend most of the net income and that with the exception of the Work Order Software for Public Works and the Front End Loader, all projects were currently included in the Village's Capital Improvement Plan.

Mr. Lukasik stated that he gave the Audit Committee recommendations for other potential projects for funding which included:

- Additional street resurfacing projects
- Seawall replacement at Lakeside Park and Anchorage Park
- Tennis Court Lighting and Fence Replacement: \$350,000
- Anchorage Park Path/Site Lighting \$230,000
- Fire Rescue Bathroom and Kitchen Remodel

Councilmember Mullinix asked if the Sanitation Department could operate with just two (2) solid waste vehicles.

Solid Waste Manager Mark Holloway explained that the new solid waste vehicle would be equipped with GPS tracking and tracking of every trash can in the Village. Mr. Holloway stated that two (2) trucks would take care of the Village but he planned to run three (3) trucks in the future to improve commercial sanitation service.

Discussion ensued between Councilmembers and Mr. Holloway regarding the proposal of purchasing a new front loader for the sanitation department and how it would improve the Village's sanitation services.

Discussion continued amongst the Councilmembers and it was agreed that the recommendations for potential projects for funding would be considered and discussed in greater detail in the future.

Mr. Lukasik began a discussion regarding the regulation of trailer parking with the Village. Mr. Lukasik stated that input and direction was needed from Council regarding proposed trailer regulations.

Discussion ensued between Council regarding what types of trailers would be regulated, size restrictions, parking and screening requirements and if a grandfathering or exception procedure should be considered for trailers on residential property.

Mr. Lukasik reviewed the list of policy questions for the regulation of trailer parking and Council answered the questions as follows:

- Should trailers in the R1 or R2 districts be limited to the occupant of the property? Yes
- Should open and enclosed trailers be parking in the side and rear yards only, using the same screening requirements as boats and recreational vehicles? Yes, subject to discussion on grandfathering.
- Should a 5' rear yard setback similar to boats and RV's be required? Yes
- Allow screening from the Right of Way to consist of an opaque, 6' gate that cannot exceed 20' in width? Yes
- Size restrictions? Yes
- Exclude any mechanical equipment from restrictions? Yes
- Grandfathering and/or an exception procedure if they exceed the amount of equipment or exceed size limits? Yes

Discussion continued between staff and Council regarding proposed regulations for trailer parking.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy asked Council if they had any opposition to proclaiming the month of May as Asian American and Pacific Islander Heritage Month.

There was no opposition from Council to proclaim the month of May as Asian American and Pacific Islander Heritage Month.

Mayor Searcy stated and confirmed with Community Development Director Jeremy Hubsch that the Residential Ad Hoc Committee would be addressing the issue of permanent parking on swales and the request for allowing the installation of sheds.

Mayor Searcy asked Council if they would be opposed to asking leaders of various houses of worship within the Village of North Palm Beach to come and give the invocation at Council meetings.

Discussion ensued between Mr. Rubin and Council regarding the proposition of inviting leaders from houses of worship within the Village of North Palm Beach to come and give the invocation at Council meetings.

It was agreed that there was not a set policy or code in place regarding invocations and leaders of worship from within the Village could be invited on specific dates to give invocations at Council meetings.

Mayor Searcy asked Mr. Lukasik to give an update on the change to the zoning code regarding a one bedroom or no separate bedroom unit being counted as one-half of a dwelling unit.

Mr. Rubin explained that since it would be a zoning text code amendment it was required to be brought before the Planning Commission. The proposed amendment had been advertised and was scheduled to go before the Planning Commission on April 4th and would be brought to Council afterward for consideration.

President Pro Tem Bickel stated that it was her understanding that since the code amendment was going before the Planning Commission that no new applications could be submitted.

Mr. Rubin stated that it was a zoning in progress and that no new applications could be submitted.

Councilmember Aubrey announced that former Village Clerk Kitty Kelly's memorial service would be held on April 2nd from 2 p.m. to 5 p.m. at the Taylor & Modeen Funeral Home in Jupiter.

Discussion ensued regarding how to construct and implement a Junior Council for the Village.

Mr. Lukasik stated that he would work with staff to come up with a strategy for a Junior Council.

Vice Mayor Norris reviewed and discussed the prior concerns brought forward regarding the approval of the second amendment to the contract with J.W. Cheatham for the milling and resurfacing of Village roads. Vice Mayor Norris stated that there was a process and purchasing policy that all staff should be following and complying with. In cases of emergency purchases, a special meeting of the Council could be called.

Mr. Lukasik agreed with Vice Mayor Norris' comments, and stated that the work had already been done by the contractor and the contractor came back requesting a different amount for the work since their initial estimates were incorrect.

Vice Mayor Norris stated that nothing could be done if the contractor completed the work before requesting the additional payment. Vice Mayor Norris recommended that a notation should be made regarding the incident when considering using that contractor for future services.

Councilmember Mullinix stated that the Yacht Club North edition residents do not have a ship's wheel at the entrance to their neighborhood and have requested a ship's wheel at the North Anchorage entry point.

Vice Mayor Norris stated that some streets in the Village still had the green street signs instead of the Village of North Palm Beach street sign.

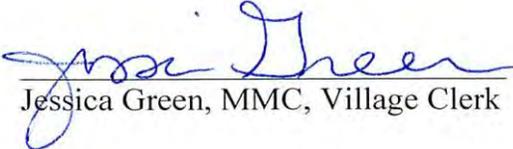
VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik addressed the concerns residents have brought up regarding the proposed 200 Yacht Club Drive project and stated that there was nothing that was approved in the code that was not presented or discussed with Council at a Council meeting.

Director of Leisure Services Zak Sherman gave an update on the events and activities scheduled for the Heritage Day Festival that would taking place on April 1st and 2nd.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:23 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
 THRU: Andrew D. Lukasik, Village Manager
 FROM: Samia Janjua, Finance Director
 DATE: April 14, 2022
 SUBJECT: **ORDINANCE – 1st Reading – General Fund Budget Amendment for Approved Vehicle Financing Agreements and Use of Net Income**

Village staff is requesting Council consideration and approval of a budget amendment Ordinance for approved vehicle financing agreements and for the use of net income in the general fund for capital improvements.

Vehicle Financing:

Village Council has approved the following vehicle financing programs with Pinnacle Public Finance, Inc. in Fiscal Year 2022:

Resolution	Description	Lease Term	Total Financed	Interest Rate	Total Payments
2022-07	Schedule 6	5 years	\$482,712.07	1.74%	\$509,437.97
2022-13	Schedule 7	7 years	732,400.00	2.41%	822,334.77
Total			\$1,215,112.07		\$1,331,772.74

The annual debt service for these capital leases is budgeted in the General Fund; however, the Village’s Auditor has advised that the total amount financed for capital leases should be shown in the Fiscal Year 2022 budget as “other financing sources/uses” and capital outlay for financial reporting purposes. (*Note: this requirement is for the first year of the lease only*):

GASB

“When a capital lease represents the acquisition or construction of a general capital asset, the acquisition or construction of that asset should be reflected as an expenditure and other financing source, consistent with the accounting and financial reporting for general obligation bonded debt.”

There won’t be a net income effect but, because it increases the total General Fund Budget, a budget amendment ordinance is required:

Budget Amendment:

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$1,215,113
General Fund	A5540-66000	Capital Lease	\$1,215,113	
Total			\$1,215,113	\$1,215,113

Use of Fiscal Year 2021 Net Income:

At its March 24th Regular Session, the Village Council discussed the use of the Fiscal Year 2021 net income for certain capital improvements. The following budget amendment transfers \$2 million from the General Fund Unassigned Fund Balance to the Village's Capital Improvement Plan (CIP) Fund.

Note: This budget amendment transfers the funds to the Village's CIP Fund only. Each project will be brought back to Council for discussion and approval prior to transferring these funds to the individual project accounts.

Budget Amendment:

General Fund:

Account	Description	Use	Source
A4600-09100	Appropriated Fund Balance		\$2,000,000
A5540-49032	Transfer Out to Capital Projects Fund	\$2,000,000	
Total		\$2,000,000	\$2,000,000

Capital Projects Fund:

Account	Description	Use	Source
K3900-09180	Transfer In from General Fund		\$2,000,000
K5541-66000	Reserve Expenses - Capital	\$2,000,000	
Total		\$2,000,000	\$2,000,000

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

Recommendation:

The Administration recommends Council consideration and approval on first reading of the attached Ordinance authorizing the Mayor and Village Clerk to execute the required budget amendments for approved vehicle financing agreements and the use of net income to fund capital improvements in accordance with Village policies and procedures.

1 **ORDINANCE NO. 2022-_____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND
5 BUDGET FOR FISCAL YEAR 2022 TO CLASSIFY THE TOTAL AMOUNT
6 FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY AND TO
7 TRANSFER NET INCOME FROM THE GENERAL FUND UNASSIGNED FUND
8 BALANCE TO THE CAPITAL IMPROVEMENT PLAN FUND; PROVIDING FOR
9 CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
10 EFFECTIVE DATE.

11
12 WHEREAS, during Fiscal Year 2022, the Village Council approved two capital lease programs, one
13 Village-wide and the other for a fire rescue vehicle (fire truck); and

14
15 WHEREAS, while the Village has budgeted the annual debt services for these leases in the General
16 Fund, the Village Auditor has advised the Village that the total amount financed for capital leases should
17 be shown in the Fiscal Year 2020 budget as “other financing uses/sources” and capital outlay during the
18 first year for financial reporting purposes; and

19
20 WHEREAS, notwithstanding the lack of any net income effect, because this amendment increases the
21 total amount of the budget, this transfer must be accomplished by ordinance as required by Section
22 166.241, Florida Statutes; and

23
24 WHEREAS, the Village Council also wishes to amend the General Fund budget to transfer \$2,000,000
25 in net income from the General Fund unassigned fund balance to the Village’s Capital Improvement
26 Plan Fund; and

27
28 WHEREAS, the Village Council determines that the adoption of these budget amendments is in the best
29 interests of the residents of the Village of North Palm Beach.

30
31 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH PALM
32 BEACH, FLORIDA as follows:

33
34 Section 1. The foregoing recitals are hereby ratified as true and correct and incorporated herein.

35
36 Section 2. In order to reclassify the total amount financed for capital leases, the Village Council
37 hereby amends the adopted Village of North Palm Beach General Fund budget for Fiscal Year 2022 as
38 follows:

39
40 **Budget Amendment:**

41

Fund	Account	Description	Use	Source
General Fund	A4200-09901	Capital Lease		\$1,215,113
General Fund	A5540-66000	Capital Lease	\$1,215,113	
Total			\$1,215,113	\$1,215,113

42
43 Section 3. In order to transfer monies from the General Fund unassigned fund balance to the Capital
44 Improvements Plan Fund, the Village Council hereby amends the adopted Village of North Palm Beach
45 Fiscal Year 2022 budget as follows:

1 **General Fund:**
2

Account	Description	Use	Source
A4600-09100	Appropriated Fund Balance		\$2,000,000
A5540-49032	Transfer Out to Capital Projects Fund	\$2,000,000	
Total		\$2,000,000	\$2,000,000

3
4 **Capital Projects Fund:**
5

Account	Description	Use	Source
K3900-09180	Transfer In from General Fund		\$2,000,000
K5541-66000	Reserve Expenses - Capital	\$2,000,000	
Total		\$2,000,000	\$2,000,000

6
7 Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget
8 amendments for and on behalf of the Village of North Palm Beach.
9

10 Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
11 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
12 shall not affect the remainder of this Ordinance.
13

14 Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict herewith
15 are hereby repealed to the extent of such conflict.
16

17 Section 7. This Ordinance shall be effective immediately upon adoption.
18

19 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.
20

21 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
22 2022.
23

24
25 (Village Seal)

MAYOR

26
27 ATTEST:
28

29 _____
30 VILLAGE CLERK
31

32 APPROVED AS TO FORM AND
33 LEGAL SUFFICIENCY:
34

35 _____
36 VILLAGE ATTORNEY

RESOLUTION 2022-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE LEASE OF FIVE NEW POLICE DEPARTMENT VEHICLES ACQUIRED FROM BARTOW FORD CO. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CHARLOTTE COUNTY CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY PURSUANT TO AN EXISTING CITY OF MIAMI CONTRACT, ONE NEW SANITATION VEHICLE ACQUIRED FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT, AND ONE NEW FIRE RESCUE DEPARTMENT VEHICLE ACQUIRED FROM STINGRAY CHEVROLET PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; APPROVING A FIVE-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE INC.; DECLARING FIVE EXISTING VEHICLES AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the lease of seven new vehicles (five vehicles for the Police Department, one vehicle for the Public Works/Sanitation Department, and one vehicle for the Fire Rescue Department) through Pinnacle Public Finance, Inc.; and

WHEREAS, the Police Department vehicles will be acquired from Bartow Ford Co. utilizing pricing established in an existing Charlotte County Contract (Contract No. 21-541 Vehicles – Annual Contract) and will be equipped by Dana Safety Supply pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386 – Purchase and/or Installation of Municipal Vehicle Equipment Citywide); and

WHEREAS, the Public Works/Sanitation Department vehicle will be acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEH18.0 (Heavy Trucks)); and

WHEREAS, the Fire Rescue Department Vehicle will be acquired from Stingray Chevrolet pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEL28.0 (Pursuit, Administrative and Other Vehicles)); and

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

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

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

Section 2. The Village Council hereby approves the acquisition of the following vehicles and the leasing of such vehicle for a five-year term through Pinnacle Public Finance, Inc.:

Police Department Vehicles (from Bartow Ford Co.) outfitted by Dana Safety Supply

Three (3) 2021 Ford Interceptor Utility Vehicles (Marked Units)

Two (2) 2022 Ford Interceptor Utility Vehicles (Unmarked Units)

Public Works/Sanitation Vehicle (from Nextran Corporation d/b/a Nextran Truck Center)

2022 Mack D7 Rear Load Collection Truck

Fire Rescue Department Vehicle (from Stingray Chevrolet)

2022 Chevrolet Suburban

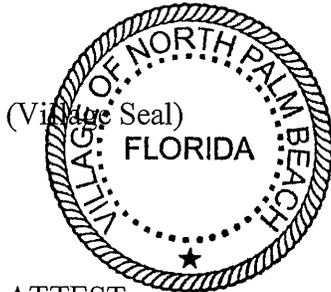
Section 3. The total annual cost of the lease shall be \$101,887.60 (at a total cost of \$509,437.97 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute the required Exhibit (Schedule of Property) to the existing Master Lease Agreement, as amended, the Rental Payment Schedule and any other documents required to complete this transaction, subject to review and approval by the Village Attorney.

Section 4. Upon delivery, acceptance and placement into service of the new vehicles, the Village Council declares the following vehicles as surplus property and authorizes their disposal in accordance with Village policies and procedures:

Unit No.	Description	VIN
374	Marked Ford Taurus	1FAHP2MT0EG155084
391	Marked Ford Taurus	1FAHP2MK0GG109961
218	Marked Ford Explorer	1FM5K7AR9DGC26231
62	Sterling Rear Load Dump Truck	2FZHATDC16AV94233
300	GMC Suburban	1GKGC26U64R277768

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

PASSED AND ADOPTED THIS 27TH DAY OF JANUARY, 2022.




MAYOR

ATTEST:


VILLAGE CLERK



January 26, 2022

Ms. Samia Janjua
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Re: Master Equipment Lease Purchase Agreement dated February 21, 2020 and Schedule of Property No. 6 dated February 5, 2022

Dear Ms. Janjua:

Attached are the documents for the Master Equipment Lease Purchase Agreement between Village of North Palm Beach and Pinnacle Public Finance, Inc. Please have the responsible parties execute the enclosed documents and return them to Pinnacle Public Finance, Inc., 8377 East Hartford Drive, Suite 115, Scottsdale, AZ 85255.

To be completed and executed by an authorized representative of Village of North Palm Beach:

- **Master Equipment Lease Purchase Agreement** Signed Agreement on file with Pinnacle
- **Amendment No. 1** Signed Agreement on file with Pinnacle
- **Exhibit A: Schedule of Property No. 1** This is an itemization of the Equipment to be purchased under this Schedule which incorporates the terms and conditions of the Master Agreement into the Schedule. Please verify the information is correct and sign at the bottom.
- **Exhibit A-1: Rental Payment Schedule** This shows the date each payment is due, the amount of each payment including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Exhibit B: Acceptance Certificate** Please hold until equipment is delivered.
- **Bank Qualified Designation.** This form provides a representation regarding the Bank Qualified or Non-Bank Qualified status of the Lease. Please complete and sign this form.
- **Insurance Coverage Requirements** Please fill in the name, address and phone and fax numbers of the insurance agent in the top section. Please sign at the bottom that all information is accurate.
- **Lease Payment Instructions** Please complete the Lease Payment Instructions and include any invoicing requirements in order to ensure prompt and accurate payment of all amounts due under the Lease. Please sign at the bottom that all information is accurate.
- **Form 8038G** This form is to be sent and filed with the IRS. Please follow the separate instructions for this form. Please return the form to us for filing.
- **Legal Opinion of Counsel** Please forward with the attorney cover letter to your counsel as soon as possible with a set of the executed documentation.

To be executed by an authorized individual, OTHER THAN THE REPRESENTATIVE WHO EXECUTED THE ABOVE DOCUMENTS

- **Certificate of Signature Authority** This document confirms that the person who has executed the above document is authorized to do so. THIS CANNOT BE EXECUTED BY THE SAME PERSON. Please forward this certificate, with the executed documents, to such person.

In addition to the documents listed above, please provide us, prior to funding, with the following:

- **Certificate of Insurance** - evidencing both Liability and Physical Damage coverage in the amounts stated on the Insurance Coverage Requirements form and naming Pinnacle Public Finance, Inc. as **loss payee and additional insured**. Please have your Insurance Agent reference Control #103123 on the certificate.
- **Tax Exempt Certificate** – for the **Village of North Palm Beach**

If you have any questions, please feel free to call me directly at 480-419-4233. Thank you for your assistance. I look forward to working with you on this transaction.

Sincerely,

Julie McMahon

Julie McMahon
Investment Associate

Enclosures

AMENDMENT NO. 1

TO

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 21, 2020

LESSEE:

Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408

LESSOR:

Pinnacle Public Finance, Inc.
8377 E. Hartford Dr., Suite 115
Scottsdale, AZ 85255

Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee") hereby enter into this amendment no. 1 ("Amendment"), which modifies the Master Equipment Lease Purchase Agreement ("Agreement") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. *Supplement to Section 9 of the Master Lease.* Section 9 of the Master Lease, entitled Rental Payments, is hereby amended by adding the following sentence at the end of the existing section:

"Payments will come from sources other than ad valorem taxes."

2. *Deletion to Section 16 of the Master Lease.* The text of Section 16 of the Master Lease, entitled Security Interest, is hereby deleted in its entirety and Section 16 is renamed "Reserved."

3. *Amendment to Section 18 of the Master Lease.* Section 18 of the Master Lease is hereby amended by deleting any requirement that requires Lessee to name Lessor as an additional insured.

4. *Supplement to Section 29 of the Master Lease.* Section 29 of the Master Lease is hereby amended by adding the following language to the end thereof:

"Nothing in this section shall waive Lessee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party."

5. *Clarification to Section 30 of the Master Lease.* Section 30 of the Master Lease is amended, for the avoidance of doubt, by adding "of Florida" to the end of the last sentence.

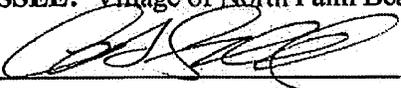
6. *Effective Date.* This Amendment is executed as of February 21, 2020.

7. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Amendment, the original Master Lease shall remain in full force and effect as original executed and delivered and is ratified by the parties.

[Signature page follows]

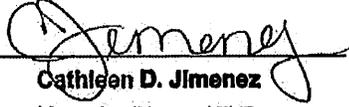
IN WITNESS WHEREOF, the fully authorized representatives of the parties have executed this Amendment as February 21, 2020.

LESSEE: Village of North Palm Beach

By: 

Title: Village Manager

LESSOR: Pinnacle Public Finance, Inc.

By: 

Title: Managing Director/ EVP

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of February 21, 2020 ("Agreement") and entered into between Pinnacle Public Finance, Inc., a Delaware corporation ("Lessor"), and Village of North Palm Beach, a body corporate and politic existing under the laws of the State of Florida ("Lessee").

1. Agreement. Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. Term. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced by Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body

corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. Tax and Arbitrage Representations. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. Event of Taxability. Upon the occurrence of an Event of Taxability, as herein defined, with respect to a Lease, the interest component of the Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Coupon Rate shall accrue and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined to be includible

in the gross income of the Lessor for federal income tax purposes, and Lessee shall pay such additional amount as will result in the Lessor receiving the interest component at the Taxable Rate identified in the related Lease. The "Coupon Rate" and "Taxable Rate" for such lease are the rates set forth in such Lease's Rental Payment Schedule.

For purposes of this Section, "Event of Taxability" means either (a) the receipt by Lessor or Lessee of notice from a federal court or federal administrative body, including the Internal Revenue Service, that, as a result of any act, omission, or event whatsoever, the interest payable under such Lease is includable for federal income tax purposes in the gross income of the Lessor; or (b) the receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under such Lease has become includable in the gross income of the Lessor thereof for federal income tax purposes. The Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

6. Lease of Equipment. Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 8 or Section 23. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

7. Continuation of Lease Term. Lessee currently intends, subject to Section 8, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any

Renewal Term is within the discretion of the governing body of Lessee.

8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

9. Conditions to Lessor's Performance. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

10. Rental Payments. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

11. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 8, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR

DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

12. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

13. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

14. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

15. Title. Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 23 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

16. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal

property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

17. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

18. Insurance. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

19. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

20. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to

Section 23. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 23 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 10.

21. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

22. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

23. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

24. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

25. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d)

Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

26. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 8 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

27. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

28. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given

when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

29. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

30. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 24. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

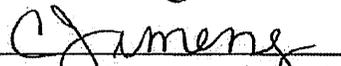
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Signature:



Name/Title:

Cathleen D. Jimenez
Managing Director/EVP

Date:

2/29/2020

(LESSEE)

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408

Signature:



Name/Title:

Andy Lukasik, Village Manager

Date:

2/27/20

EXHIBIT A

SCHEDULE OF PROPERTY NO. 6

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of February 21, 2020, ("Agreement"), between Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

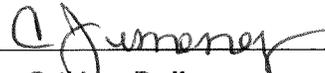
Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

DESCRIPTION OF EQUIPMENT			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
TWO (2)	POLICE VEHICLE-- UNMARKED		
THREE (3)	POLICE VEHICLE - MARKED		
ONE (1)	REAR LOAD COLLECTION TRUCK		
ONE (1)	FIRE RESCUE VEHICLE	SUBURBAN	

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: February 5, 2022

Lessor: Pinnacle Public Finance, Inc.

Signature: 
Name/Title: Cathleen D. Jimenez
Managing Director/ EVP
Date: 1/27/2022

Lessee: Village of North Palm Beach

Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 1/27/22

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

RE: Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	2/5/2022					\$482,712.07
1	11/5/2022	\$25,471.90	\$6,299.39	\$19,172.51	\$463,539.56	\$463,539.56
2	2/5/2023	\$25,471.90	\$2,016.40	\$23,455.50	\$440,084.06	\$440,084.06
3	5/5/2023	\$25,471.90	\$1,914.37	\$23,557.53	\$416,526.53	\$416,526.53
4	8/5/2023	\$25,471.90	\$1,811.89	\$23,660.01	\$392,866.52	\$392,866.52
5	11/5/2023	\$25,471.90	\$1,708.97	\$23,762.93	\$369,103.59	\$369,103.59
6	2/5/2024	\$25,471.90	\$1,605.60	\$23,866.30	\$345,237.29	\$345,237.29
7	5/5/2024	\$25,471.90	\$1,501.78	\$23,970.12	\$321,267.18	\$321,267.18
8	8/5/2024	\$25,471.90	\$1,397.51	\$24,074.39	\$297,192.79	\$297,192.79
9	11/5/2024	\$25,471.90	\$1,292.79	\$24,179.11	\$273,013.68	\$273,013.68
10	2/5/2025	\$25,471.90	\$1,187.61	\$24,284.29	\$248,729.39	\$248,729.39
11	5/5/2025	\$25,471.90	\$1,081.97	\$24,389.93	\$224,339.47	\$224,339.47
12	8/5/2025	\$25,471.90	\$975.88	\$24,496.02	\$199,843.44	\$199,843.44
13	11/5/2025	\$25,471.90	\$869.32	\$24,602.58	\$175,240.86	\$175,240.86
14	2/5/2026	\$25,471.90	\$762.30	\$24,709.60	\$150,531.26	\$150,531.26
15	5/5/2026	\$25,471.90	\$654.81	\$24,817.09	\$125,714.18	\$125,714.18
16	8/5/2026	\$25,471.90	\$546.86	\$24,925.04	\$100,789.13	\$100,789.13
17	11/5/2026	\$25,471.90	\$438.43	\$25,033.47	\$75,755.67	\$75,755.67
18	2/5/2027	\$25,471.90	\$329.54	\$25,142.36	\$50,613.31	\$50,613.31
19	5/5/2027	\$25,471.90	\$220.17	\$25,251.73	\$25,361.58	\$25,361.58
20	8/5/2027	\$25,471.90	\$110.32	\$25,361.58	\$0.00	\$0.00
Totals:		\$509,437.97	\$26,725.90	\$482,712.07	Rate 1.7400%	

COMMENCEMENT DATE: February 5, 2022

Village of North Palm Beach

Signature: _____



Name/Title: _____

Andrew D. Lukasik / Village Manager

Date: _____

1/27/22

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 27, 2022

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule of Property No. 6, dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Ladies and Gentlemen:

As legal counsel to Village of North Palm Beach, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement dated as of February 21, 2020 and Exhibits thereto by and between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach, (the "Agreement") and an executed counterpart of Schedule of Property No. 6 dated February 5, 2022 by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, I have assumed without inquiry:

- (a) The authenticity of all documents submitted to me as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
- (b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;

- (c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- (d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;
- (4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Florida law; and (iii) general principles of equity.
- (5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Florida. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

Pinnacle Public Finance, Inc.

January 27, 2022

Page 3

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Leonard G. Rubin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Leonard G. Rubin
Village Attorney

EXHIBIT D
INTERNAL ESCROW LETTER

February 5, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Lease") by and between Village of North Palm Beach and Pinnacle Public Finance, Inc.
Ladies and Gentlemen:

We, Village of North Palm Beach ("Lessee"), have entered into the above referenced Lease with you, Pinnacle Public Finance, Inc ("Lessor"), for the purpose of financing Equipment (the "Equipment") in the amount of \$482,712.07 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of ~~\$482,712.07~~ (the "Funded Amount") and that Lessor retain \$482,712.07 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

1/27/22

INSURANCE COVERAGE REQUIREMENTS

LESSOR: Pinnacle Public Finance, Inc.

LESSEE: Village of North Palm Beach

Please Reference Control #103287 on Certificate of Insurance

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:
(Please fill in name, address and telephone number).

<u>Public Risk Management (PRM)</u>	Telephone: <u>(407) 445-2414 / (321) 430-1992</u>
<u>200 N. Orange Avenue, Suite # 500</u>	Fax: <u>() N/A</u>
<u>Orlando, FL 32801</u>	Contact: <u>Jennifer Jennings</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Pinnacle Public Finance, Inc. and/or its assigns, as Loss Payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Pinnacle Public Finance, Inc. and/or its assigns as Additional Insured.

- c. Workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses.

Minimum Coverage Required: \$5,000,000 (liability coverage required may be reduced based on type of Equipment and amount financed.)

OR

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:

**Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255**

LESSEE: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 1/27/22

PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Agreement"), Schedule of Property No. 6, dated February 5, 2022, between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: Village of North Palm Beach TAX ID#: 59-6017984

INVOICE MAILING ADDRESS: 501 U.S. Highway One, North Palm Beach, FL 33408

Mail invoices to the attention of: Finance Department Phone (561)841-3360 Fax (561)848-9698

Approval of Invoices required by: Samia Janjua Phone (561)841-3360 Fax (561)848-9698

Accounts Payable Contact: Lindsay Crain or Denise Werner Phone (561)841-3360 Fax (561)848-9698

Processing time for Invoices: Weekly Approval: Weekly Checks: Weekly

Do you have a Purchase Order Number that you would like included on the invoice? No Yes PO# _____

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders: 1-2 days

LESSEE: Village of North Palm Beach
Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 1/27/22

BANK QUALIFIED DESIGNATION

Schedule of Property No. 6 dated February 5, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

Lessee has designated, and hereby designates, this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 (the statutory limitation through 12/31/2012) of obligations (including this Lease) as “qualified tax-exempt obligations”;
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a “private activity bond” as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

Lessee has not designated this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE:

Village of North Palm Beach

Signature:

X



Printed Name/Title:

X

Andrew D. Lukasik / Village Manager

Date:

X

1/27/22

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.
 ► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Village of North Palm Beach		2 Issuer's employer identification number (EIN) 59-6017984	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 501 US Highway One	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code North Palm Beach, FL 33408		7 Date of issue February 5, 2022	
8 Name of issue Sch of Prop No. 6 dtd 2/05/2022 to Master Equipment Lease Purchase Agreement dtd 2/21/2020		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Samia Janjua, Director of Finance		10b Telephone number of officer or other employee shown on 10a 561-841-3360	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$482,712	07
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/05/2027	\$ 482,712.07	n/a	5.50 years	1.7400 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21, column (b))				23	
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	
25	Proceeds used for credit enhancement				25	
26	Proceeds allocated to reasonably required reserve or replacement fund				26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27	
28	Proceeds used to refund prior taxable bonds. Complete Part V				28	
29	Total (add lines 24 through 28)				29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

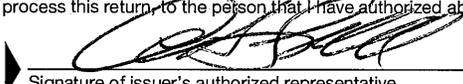
35		
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- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions

36a		
------------	--	--
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
-----------	--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


1/27/22

Signature of issuer's authorized representative
Date
▶ **Andrew D. Lukasik, Village Manager**
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name Michael Krahenbuhl	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
	Firm's name ▶ Pinnacle Public Finance			Firm's EIN ▶ 27-3119149	
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

February 5, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

RE: Schedule of Property No. 6 dated February 5, 2022 ("Lease") to the Master Equipment Lease Purchase Agreement dated February 21, 2020 ("Agreement"), by and between Village of North Palm Beach ("Lessee") and Pinnacle Public Finance, Inc. ("Lessor").

Dear Pinnacle Public Finance, Inc.,

I, the undersigned, do hereby certify

(i) that Andrew D. Lukasik / Village Manager

(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from October 1st to September 30th.

Sincerely,

Signature:



Name/Title:

Jessica Green / Village Clerk

Dated:

1/27/22

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

RESOLUTION 2022-13

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE ACQUISITION OF A SUTPHEN G9 BODY CUSTOM PUMPER FIRE APPARATUS FROM SOUTH FLORIDA EMERGENCY VEHICLES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT AND AUTHORIZING A SEVEN-YEAR LEASE PURCHASE AGREEMENT WITH PINNACLE PUBLIC FINANCE, INC.; APPROVING A PURCHASE AGREEMENT WITH SUTPHEN AND AUTHORIZING ITS EXECUTION; DECLARING AN EXISTING FIRE ENGINE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department recommended the lease-purchase of a Sutphen G9 Body Custom Pumper Fire Engine through Pinnacle Public Finance, Inc. to replace an existing 2002 Pierce Fire Engine; and

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of current cooperative purchase contracts, and the Fire Engine will be acquired from Sutphen's local dealer, South Florida Emergency Vehicles, pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 022818 SUT); and

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

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

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

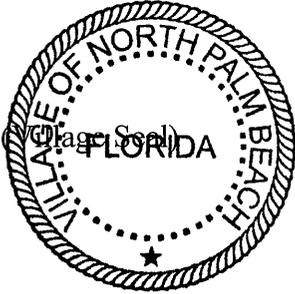
Section 2. The Village Council hereby approves the acquisition of a Sutphen G9 Custom Body Fire Engine for South Florida Emergency Vehicles pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 022818 SUT) and the lease-purchase of the vehicle for a seven-year term through Pinnacle Public Finance, Inc. The total annual cost of the lease-purchase shall be \$114,954.85 (at a total cost of \$822,334.77 over the seven-year term), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council authorizes the Mayor and Village Clerk to execute the Purchase Agreement with Sutphen, a copy of which is attached hereto and incorporated herein by reference. The Village Council further authorizes the Village Manager to execute all required documents with Pinnacle Public Finance, Inc. to effectuate the lease-purchase transaction, subject to the review and approval of the Village Attorney.

Section 3. Upon delivery, acceptance and placement into service of the new vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal and trade-in in accordance with Village policies and procedures:

Unit No.	Description	VIN	Engine Hours
Engine 1 Shop #321	Pierce Enforcer	4P1CT02UX3A002851	7,655

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

PASSED AND ADOPTED THIS 24TH DAY OF FEBRUARY, 2022.




MAYOR

ATTEST:


VILLAGE CLERK



February 4, 2022

Ms. Samia Janjua
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Re: Master Equipment Lease Purchase Agreement dated February 21, 2020 and Schedule of Property No. 7 dated March 1, 2022

Dear Ms. Janjua:

Attached are the documents for the Master Equipment Lease Purchase Agreement between Village of North Palm Beach and Pinnacle Public Finance, Inc. Please have the responsible parties execute the enclosed documents and return them to Pinnacle Public Finance, Inc., 8377 East Hartford Drive, Suite 115, Scottsdale, AZ 85255.

To be completed and executed by an authorized representative of Village of North Palm Beach:

- **Master Equipment Lease Purchase Agreement** Signed Agreement on file with Pinnacle
- **Amendment No. 1** Signed Agreement on file with Pinnacle
- **Exhibit A: Schedule of Property No. 1** This is an itemization of the Equipment to be purchased under this Schedule which incorporates the terms and conditions of the Master Agreement into the Schedule. Please verify the information is correct and sign at the bottom.
- **Exhibit A-1: Rental Payment Schedule** This shows the date each payment is due, the amount of each payment including the interest and principal components, and the purchase price. Please verify this information is correct and sign at the bottom.
- **Exhibit B: Acceptance Certificate** Please hold until equipment is delivered.
- **Bank Qualified Designation**. This form provides a representation regarding the Bank Qualified or Non-Bank Qualified status of the Lease. Please complete and sign this form.
- **Insurance Coverage Requirements** Please fill in the name, address and phone and fax numbers of the insurance agent in the top section. Please sign at the bottom that all information is accurate.
- **Lease Payment Instructions** Please complete the Lease Payment Instructions and include any invoicing requirements in order to ensure prompt and accurate payment of all amounts due under the Lease. Please sign at the bottom that all information is accurate.
- **Form 8038G** This form is to be sent and filed with the IRS. Please follow the separate instructions for this form. Please return the form to us for filing.
- **Legal Opinion of Counsel** Please forward with the attorney cover letter to your counsel as soon as possible with a set of the executed documentation.

To be executed by an authorized individual, OTHER THAN THE REPRESENTATIVE WHO EXECUTED THE ABOVE DOCUMENTS

- **Certificate of Signature Authority** This document confirms that the person who has executed the above document is authorized to do so. THIS CANNOT BE EXECUTED BY THE SAME PERSON. Please forward this certificate, with the executed documents, to such person.
-

In addition to the documents listed above, please provide us, prior to funding, with the following:

- **Certificate of Insurance** - evidencing both Liability and Physical Damage coverage in the amounts stated on the Insurance Coverage Requirements form and naming Pinnacle Public Finance, Inc. as **loss payee and additional insured**. Please have your Insurance Agent reference Control #103123 on the certificate.
- **Tax Exempt Certificate** – for the **Village of North Palm Beach**

If you have any questions, please feel free to call me directly at 480-604-8599. Thank you for your assistance. I look forward to working with you on this transaction.

Sincerely,

Julie McMahon

Julie McMahon
Investment Associate

Enclosures

AMENDMENT NO. 1
TO

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 21, 2020

LESSEE:
Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408

LESSOR:
Pinnacle Public Finance, Inc.
8377 E. Hartford Dr., Suite 115
Scottsdale, AZ 85255

Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee") hereby enter into this amendment no. 1 ("Amendment"), which modifies the Master Equipment Lease Purchase Agreement ("Agreement") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Supplement to Section 9 of the Master Lease. Section 9 of the Master Lease, entitled Rental Payments, is hereby amended by adding the following sentence at the end of the existing section:

"Payments will come from sources other than ad valorem taxes."

2. Deletion to Section 16 of the Master Lease. The text of Section 16 of the Master Lease, entitled Security Interest, is hereby deleted in its entirety and Section 16 is renamed "Reserved."

3. Amendment to Section 18 of the Master Lease. Section 18 of the Master Lease is hereby amended by deleting any requirement that requires Lessee to name Lessor as an additional insured.

4. Supplement to Section 29 of the Master Lease. Section 29 of the Master Lease is hereby amended by adding the following language to the end thereof:

"Nothing in this section shall waive Lessee's sovereign immunity protections or the limitations of liability set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party."

5. Clarification to Section 30 of the Master Lease. Section 30 of the Master Lease is amended, for the avoidance of doubt, by adding "of Florida" to the end of the last sentence.

6. Effective Date. This Amendment is executed as of February 21, 2020.

7. Original Master Lease Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this Amendment, the original Master Lease shall remain in full force and effect as original executed and delivered and is ratified by the parties.

[Signature page follows]

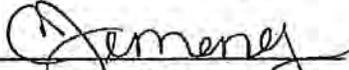
IN WITNESS WHEREOF, the fully authorized representatives of the parties have executed this Amendment as February 21, 2020.

LESSEE: Village of North Palm Beach

By: 

Title: Village Manager

LESSOR: Pinnacle Public Finance, Inc.

By: 

Title: Cathleen D. Jimenez
Managing Director/ EVP

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of February 21, 2020 ("Agreement") and entered into between Pinnacle Public Finance, Inc., a Delaware corporation ("Lessor"), and Village of North Palm Beach, a body corporate and politic existing under the laws of the State of Florida ("Lessee").

1. Agreement. Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. Term. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced by Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body

corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. Tax and Arbitrage Representations. Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. Event of Taxability. Upon the occurrence of an Event of Taxability, as herein defined, with respect to a Lease, the interest component of the Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Coupon Rate shall accrue and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined to be includible

in the gross income of the Lessor for federal income tax purposes, and Lessee shall pay such additional amount as will result in the Lessor receiving the interest component at the Taxable Rate identified in the related Lease. The "Coupon Rate" and "Taxable Rate" for such lease are the rates set forth in such Lease's Rental Payment Schedule.

For purposes of this Section, "Event of Taxability" means either (a) the receipt by Lessor or Lessee of notice from a federal court or federal administrative body, including the Internal Revenue Service, that, as a result of any act, omission, or event whatsoever, the interest payable under such Lease is includable for federal income tax purposes in the gross income of the Lessor; or (b) the receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under such Lease has become includable in the gross income of the Lessor thereof for federal income tax purposes. The Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

6. Lease of Equipment. Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 8 or Section 23. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

7. Continuation of Lease Term. Lessee currently intends, subject to Section 8, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any

Renewal Term is within the discretion of the governing body of Lessee.

8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

9. Conditions to Lessor's Performance. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

10. Rental Payments. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

11. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 8, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR

DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

12. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

13. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

14. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

15. Title. Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 23 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

16. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal

property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

17. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

18. Insurance. At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

19. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

20. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to

Section 23. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 23 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 10.

21. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

22. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

23. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

24. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

25. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d)

Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

26. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 8 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

27. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

28. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given

when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

29. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

30. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 24. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

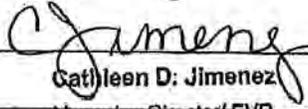
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Signature:


Catherine D. Jimenez

Name/Title:

Managing Director/EVP

Date:

2/29/2020

(LESSEE)

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408

Signature:



Name/Title:

Andy Lukasik, Village Manager

Date:

2/27/20

EXHIBIT A

SCHEDULE OF PROPERTY NO. 7

RE: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of February 21, 2020, ("Agreement"), between Pinnacle Public Finance, Inc. ("Lessor") and Village of North Palm Beach ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in an amount sufficient to pay the costs to acquire and install the Equipment. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
ONE (1)	2022-23 Sutphen Custom Pumper G-9 Body		

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: March 1, 2022

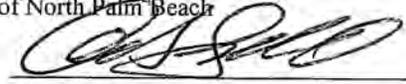
Lessor: Pinnacle Public Finance, Inc.

Signature:  Digitally signed by Michael J. Krahenbuhl

Name/Title: Michael J. Krahenbuhl, VP

Date: 02/28/2022

Lessee: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 2/24/2022

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

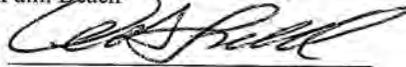
RE: Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	3/1/2022					\$732,400.00
1	3/1/2023	\$17,650.84	\$17,650.84	\$0.00	Non-Callable	\$732,400.00
2	3/1/2024	\$114,954.85	\$17,650.84	\$97,304.01	Non-Callable	\$635,095.99
3	3/1/2025	\$114,954.85	\$15,305.81	\$99,649.03	Non-Callable	\$535,446.96
4	3/1/2026	\$114,954.85	\$12,904.27	\$102,050.57	Non-Callable	\$433,396.39
5	3/1/2027	\$114,954.85	\$10,444.85	\$104,509.99	\$335,464.12	\$328,886.39
6	3/1/2028	\$114,954.85	\$7,926.16	\$107,028.68	\$226,294.86	\$221,857.71
7	3/1/2029	\$114,954.85	\$5,346.77	\$109,608.08	\$114,494.62	\$112,249.63
8	3/1/2030	\$114,954.85	\$2,705.22	\$112,249.63	-\$0.00	-\$0.00
Totals:		\$822,334.77	\$89,934.77	\$732,400.00	Rate 2.4100%	

COMMENCEMENT DATE: March 1, 2022

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

2/24/2022

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

February 25, 2022

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule of Property No. 7, dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

Ladies and Gentlemen:

As legal counsel to Village of North Palm Beach, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement dated as of February 21, 2020 and Exhibits thereto by and between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach, (the "Agreement") and an executed counterpart of Schedule of Property No. 7 dated March 1, 2022 by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

In rendering this opinion, I have assumed without inquiry:

- (a) The authenticity of all documents submitted to me as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;
- (b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;

- (c) That the Lease constitutes valid, legal and binding obligations of Lessor enforceable against Lessor in accordance with its terms; and
- (d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;
- (4) The Lease has been duly authorized, approved, executed, and delivered by and on behalf of Lessee and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Lease, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under Florida law; and (iii) general principles of equity.
- (5) The authorization, approval, execution, and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of Florida. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

Pinnacle Public Finance, Inc.

February 25, 2022

Page 3

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Leonard G. Rubin', written in a cursive style.

Leonard G. Rubin
Village Attorney

EXHIBIT D
INTERNAL ESCROW LETTER

March 1, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Lease") by and between Village of North Palm Beach and Pinnacle Public Finance, Inc.

Ladies and Gentlemen:

We, Village of North Palm Beach ("Lessee"), have entered into the above referenced Lease with you, Pinnacle Public Finance, Inc ("Lessor"), for the purpose of financing Equipment (the "Equipment") in the amount of \$732,400.00 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$0.00 (the "Funded Amount") and that Lessor retain \$732,400.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Village of North Palm Beach

Signature:



Name/Title:

Andrew D. Lukasik / Village Manager

Date:

2/24/2022

INSURANCE COVERAGE REQUIREMENTS

LESSOR: Pinnacle Public Finance, Inc.

LESSEE: Village of North Palm Beach

Please Reference Control #103318 on Certificate of Insurance

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:
(Please fill in name, address and telephone number).

<u>Public Risk Management (PRM)</u>	Telephone: <u>(407) 445-2414 / (321) 430-1992</u>
<u>200 N. Orange Avenue, Suite # 500</u>	Fax: <u>() N/A</u>
<u>Orlando, FL 32801</u>	Contact: <u>Jennifer Jennings</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Pinnacle Public Finance, Inc. and/or its assigns, as Loss Payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Pinnacle Public Finance, Inc. and/or its assigns as Additional Insured.

- c. Workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses.

Minimum Coverage Required: \$5,000,000 (liability coverage required may be reduced based on type of Equipment and amount financed.)

OR

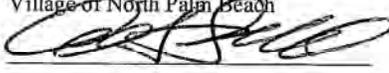
2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

LESSEE: Village of North Palm Beach

Signature: 

Name/Title: Andrew D. Lukasik / Village Manager

Date: 2/24/2022

PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Agreement"), Schedule of Property No. 7, dated March 1, 2022, between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

LESSEE NAME: Village of North Palm Beach TAX ID#: 59-6017984

INVOICE MAILING ADDRESS: 501 U.S. Highway One, North Palm Beach, FL 33408

Mail invoices to the attention of: Finance Department Phone (561) 841-3360 Fax (561) 848-9698

Approval of Invoices required by: Samia Janjua Phone (561) 841-3360 Fax (561) 848-9698

Accounts Payable Contact: Lindsay Crain or Denise Werner Phone (561) 841-3360 Fax (561) 848-9698

Processing time for Invoices: Weekly Approval: Weekly Checks: Weekly

Do you have a Purchase Order Number that you would like included on the invoice? No Yes PO# _____

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders: 1-2 days

LESSEE: Village of North Palm Beach
Signature: 
Name/Title: Andrew D. Lukasik / Village Manager
Date: 2/24/2022

BANK QUALIFIED DESIGNATION

Schedule of Property No. 7 dated March 1, 2022 to Master Equipment Lease Purchase Agreement dated February 21, 2020

Lessee hereby represents and certifies the following (please check one):

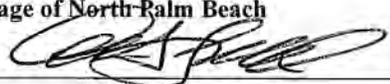
Bank Qualified

Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 (the statutory limitation through 12/31/2012) of obligations (including this Lease) as "qualified tax-exempt obligations";
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: Village of North Palm Beach
Signature: X 
Printed Name/Title: X Andrew D. Lukasik / Village Manager
Date: X 2/24/2022

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

**Lines 41a-41d
and 42:**

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and
Consent:**

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Village of North Palm Beach		2 Issuer's employer identification number (EIN) 59-6017984	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 501 US Highway One	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code North Palm Beach, FL 33408		7 Date of issue March 1, 2022	
8 Name of issue Sch of Prop No. 7 dtd 03/01/2022 to Master Equipment Lease Purchase Agreement dtd 2/21/2020		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Samia Janjua, Director of Finance		10b Telephone number of officer or other employee shown on 10a 561-847-3360	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	\$732,400 00
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed. N/A				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 03/01/2030	\$ 732,400.00	n/a	8.00 years	2.4100 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	
24 Proceeds used for bond issuance costs (including underwriters' discount)		24	
25 Proceeds used for credit enhancement		25	
26 Proceeds allocated to reasonably required reserve or replacement fund		26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V		27	
28 Proceeds used to refund prior taxable bonds. Complete Part V		28	
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

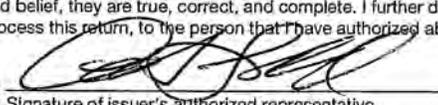
Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


2/24/2022
Andrew D. Lukasik, Village Manager

Signature of issuer's authorized representative
Date
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael Krahenbuhl				PO1850365
	Firm's name ▶ Pinnacle Public Finance			Firm's EIN ▶ 27-3119149	
Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800		

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

March 1, 2022

Pinnacle Public Finance, Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

RE: Schedule of Property No. 7 dated March 1, 2022 ("Lease") to the Master Equipment Lease Purchase Agreement dated February 21, 2020 ("Agreement"), by and between Village of North Palm Beach ("Lessee") and Pinnacle Public Finance, Inc. ("Lessor").

Dear Pinnacle Public Finance, Inc.,

I, the undersigned, do hereby certify

(i) that Andrew D. Lukasik / Village Manager

(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from October 1st to September 30th.

Sincerely,

Signature:



Name/Title:

Jessica Green / Village Clerk

Dated:

2/24/2022

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the execution of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.



Village of North Palm Beach

Village Manager's Office

TO: Chairman Magill and Audit Committee Members

FROM: Andrew D. Lukasik, Village Manager

DATE: March 4, 2022

SUBJECT: Recommendations for Deployment of FY2021 General Fund Net Income Funds

As you know, Village staff is estimating that the FY2021 General Fund Net Income will be approximately \$2.2m. Generally, this surplus would be rolled into the General Fund Unassigned Fund Balance. However, given that the Fund Balance amount is healthy, Village staff believes that it is prudent to invest the net income amount in needed capital improvements and equipment acquisition. Staff's recommendation includes projects that have been in the CIP, can be implemented – or begin to be implemented -- within the next year and have funding shortfalls.

Staff is requesting input from the Audit Committee before finalizing a recommendation to the Village Council. The following is a list of recommended investments as prioritized by staff for the use of \$2m of the Net Income:

Public Safety Uninterruptible Power Supply (UPS) System: \$90,000

Currently, the replacement of the UPS System at the Public Safety Building is included in the Capital Improvement Plan (CIP) as part of a large-scale project that was developed to secure grant funding. Unfortunately, funding for the grant program is limited and the Village's project didn't receive any funding. No matching funds from the Village were included in the CIP for this equipment.

Essentially, the UPS System is a battery backup power system that supplies power long enough for equipment to properly shut down when utility power fails. It prevents the loss of data and minimizes the stress a hard shutdown causes on electronic equipment. The UPS is also a surge protector that protects connected devices from power problems, like surges or abnormal voltages, which can damage, reduce lifespan, or affect performance of electronic equipment and devices.

Although the Building is equipped with a generator, the UPS is important to protect equipment during power outages – especially during the arrival of a storm event.

Cardiac Monitors and Power Stretchers: \$240,000

Cardiac monitor/defibrillator are a major component in providing high quality emergency medical services. Technology advances require replacement every five (5) years. Four (4) of the Village's cardiac monitors/defibrillators are scheduled to be replaced in FY2023. However, the Assistance to Firefighters Grant Program, which wasn't funded, this year, was expected to fund the bulk of the expense. The CIP included a Village match amount of \$40,000 to fund the \$160,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects – in other words, we'll redeploy it for other infrastructure needs over the next year or two.

Additionally, Fire Rescue requires the replacement of two (2) power stretchers that will have reached the end of their useful life and will no longer be supported by the manufacturer by 2023. The power stretchers, and their associated loading systems, provide a safer method of loading and off-loading patients reducing both the possibility of dropping the patient or causing injury to the caregiver. The CIP included a Village match amount of \$20,000 to fund the \$80,000 acquisition. If net income is used, the Village share in the CIP will be reprogrammed for other projects.

Anchorage Park Playground: \$125,000

The playground at Anchorage Park is heavily used. It is reaching the end of its useful life (installed in 2009) and needs to be replaced with a more modern structure that will provide shade. \$250,000 is currently budgeted (\$125,000 from the General Fund and \$125,000 from a LWCF grant).

Increasing the Village's contribution by \$75,000, for a total match of \$200,000, will allow the Village to get the maximum grant match of \$200,000 for a total project cost of \$400,000.

An additional \$50,000, however, will allow the Village to secure a playground with greater shade and amenities. This would take the use of net income to **\$125,000** for a total project cost of \$450,000.

Air Handlers/Chiller Replacement: \$440,000

Three of the Village's facilities (Village Hall, the Library and the Public Safety Building) are in critical need of investments in their air conditioning infrastructure.

The Village Hall is in need of new air handlers (installation) and a chiller. The total project cost is \$190,000. No Village funding is currently allocated for this work as grants were anticipated to fund the work. However, Village staff intends to pay for the air handler/air purification system using ARPA funding (\$10,000). Net income in the amount of **\$180,000** would be used to purchase and install the new chiller and install the air handler.

Please note that staff is recommending for using the ARPA funds for the purchase of the air handler/air purification system and NOT the installation of the equipment in order to facilitate the single audit process that will be required due to the use of federal funding. The Village intends to program ARPA funds for use on projects or equipment that are clearly eligible under Treasury's guidance and avoid any instances of ambiguity.

In saying this, and at the risk of creating some confusion, it should be noted that the US Treasury developed its final rule for the use of ARPA funding and it results in greater flexibility for the use of those funds. The final rule allows municipal jurisdictions to spend a standard amount, up to \$10 million (the Village is receiving \$6.5 million), within the revenue loss category—even if they did not actually experience a revenue loss. Municipalities have broad latitude to use their entire standard allocation to support local government services and avoid many of the other categories' additional requirements. The purpose of this new assumption is most likely to eliminate the need for Treasury to review a flood of single audits.

While the final rule creates flexibility in the use of the ARPA funding, staff is not suggesting deviating from the general policy guidelines that Council established for their use (water quality, air quality, software application for Community Development to allow electronic submittal and review of development and permit applications).

Village staff is proposing to replace five (5) condensing units at the Library with the purchase of a new chiller along with replacement of the existing air handlers. The entire project is anticipated to cost \$600,000. The CIP currently has \$400,000 allocated for this project. The new system will replace the originally installed system (1968). At this time, we're continuing to evaluate the design to determine the number of handlers needed. Because of the uncertainty related to the air handlers, staff is recommending allocating **\$200,000** of the net income amount towards this project.

The Public Safety Building is in need of three (3) air handlers. The work is identified in the CIP, but has been anticipated to be funded solely by grants. Staff recommends allocating **\$60,000** from net income for the installation of the air handlers.

In summary, staff is recommending the use of net income for the municipal facilities air handler/chiller replacement project be used for 1) the purchase and installation of a chiller and air handler at Village Hall in the amount of \$180,000, 2) the purchase and installation of air handlers at the Library in the amount of \$200,000 and 3) the installation of air handlers at the Public Safety Building in the amount of \$60,000. Total use of net income for this project, then, is \$440,000.

Work Order Software for Public Works: \$100,000

The Department of Public Works maintains a system of disconnected software systems that are used to track activities and inventory. These separate systems have made it difficult to manage data to fully understand workload and activities, supply and inventory use and control, and asset management. Additionally, these software components are not tied to the Village's financial software.

To improve record keeping and data gathering, it is recommended that Public Works secure a comprehensive work order software system. This proposed software acquisition is not included in the Village's CIP. The redefined leadership positions in the Department have led to a new perspective regarding operational needs – the software was not previously identified as a needed work tool but has grown in importance as resource management, decision making and efforts to work efficiently are being hindered by the lack of data integration.

Front Load Solid Waste Vehicle: \$330,000

The Village's Solid Waste Division operates three (3) front loaders to service commercial and multi-family accounts. Two trucks are used for daily operations with the third being used as a spare. Although not the Village's past practice, those three trucks are being rotated in and out of service so that the spare doesn't sit idle for long periods of time.

One front load truck is set for replacement in 2023 due to consistent mechanical and electronic failures requiring frequent repairs. Currently, the time between ordering a vehicle and delivery is generally over one year. Staff is recommending that funding be dedicated for this purpose now in order to begin the process to acquire a new front load garbage truck.

Lighthouse Traffic Calming/Bridge Design: \$115,000

The Lighthouse Bridge was constructed in 1958 and needs to be reconstructed as its nearing the end of its useful life. Although it's "health index" is good (at 92.8) it is functionally obsolete in that it does not adequately accommodate pedestrians and bicyclists and its weight bearing capacity is limited. Regarding the "health index", a score between 80 – 90 is generally considered to be "fair" while a score that is less than 80 is considered "poor".

Design and engineering expenses are funded in the CIP in the amount of \$100,000 in FY2022. Staff is recommending that the amount be increased by \$115,000 (for a total of \$215,000) to address preliminary engineering activities associated with the bridge as well as planning services associated with the introduction of traffic calming solutions on Lighthouse Drive. It should be noted that traffic calming on Lighthouse Drive was identified as a "High Priority" action item in the Citizens' Master Plan. Additionally, members of the Village Council and Village staff receive many complaints about speeding on Lighthouse Drive (and other local streets). Evidence of these concerns from the public can be found on Nextdoor as a petition is currently being circulated requesting the installation of speed humps in order to reduce speeds on Lighthouse Drive.

Additional funding for engineering services are included in FY2023. \$250,000 has been programmed to fund additional engineering associated with the design of the bridge.

East Alleyway Resurfacing and Wall Replacement and/or Anchorage Park Dry Storage: \$560,000

These two projects have funding in the CIP but have been delayed and/or may experience shortfalls. Staff would recommend reserving the sum of **\$560,000** from net income to apply towards one or both of these projects. Staff would anticipate having the Village Council make a final policy decision once additional project information is available.

East Alleyway:

The Village will pursue the resurfacing and design/replacement of the walls in the alley east of US1. Funding is available in the CIP but has been delayed due to other obligations. Additionally, the funding is limited to \$100,000 annually in fiscal years 2024, 2025 and 2026.

If this project is determined to be a priority by the Village Council, it is anticipated that the additional funding from net income will be able to be combined with some operating and capital expenditure savings from FY2022. Delaying construction until the availability of additional funds at the beginning of the next fiscal year will allow staff time to secure feedback on wall designs from residents, Planning Commission and Council and coordinate planning and implementation of the work with residents adjacent to the alley (the project will touch several residents' back yards – so communication regarding the scope and coordination of activities is more sensitive than many other projects).

Staff proposes to complete milling and resurfacing of the alley and the wall replacement concurrently. The section that has deteriorated more than the others is between Yacht Club Drive and Anchorage Drive North – most likely due to problems with the underlying stormwater infrastructure system. It is recommended that the Village complete work on this section first.

Dry Storage:

This project does have funding in the CIP but costs, depending upon the materials selected and scope of work (fencing, storage lot surface, etc), could exceed the budgeted amount. There continue to be policy decisions to be

made by the Village Council prior to finalizing the design. Those decisions could impact the budget. Staff is recommending including this as a project for possible funding from FY2021 net income due to the uncertainty regarding the project budget.

Summary:

The recommended list of capital investments identified above will expend most of the net income amount from FY 2021. With the exception of the Public Works Work Order Software Project and purchase of the Front End Loader, all projects are currently included in the Village's CIP (copies of the CIP project sheets are attached for your information). Most of the projects were eligible for grant funding but those grants have been limited and have delayed implementation of these important investments. As it relates to the Alley and Dry Storage Projects, the funding will allow the Village Council flexibility to work on those projects based upon their priority.

Other Potential Projects for Funding:

Although the projects identified above represent staff recommendations, there are a number of other projects that are currently in the CIP that could be considered as well:

- Additional street resurfacing projects: there are a number of streets that have been completed with more scheduled soon. There are other streets that require milling and resurfacing as well, but the CIP has funding from the infrastructure surtax proceeds for the next four years. It is possible, however, that infrastructure surtax funding will end early.
 - *On November 8, 2016, Palm Beach County voters approved a ballot issue to levy a One-Cent Infrastructure Sales Surtax to pay for the acquisition or improvements to public infrastructure. Collections began on January 1, 2017 and will end on or before December 31, 2026. It will sunset if the proceeds exceed \$2.7 billion on or before September 1 of any year. Based upon County reports, it is likely that collection of the surtax will end on December 31, 2025.*
- Seawall replacement: seawalls at Lakeside Park and Anchorage Park are in poor condition.
 - Lakeside Park would be able to be replaced quickly as engineering plans have already been developed. The CIP anticipates a project in 2025 using grant funding for 50% of the anticipated \$750,000 cost.
 - No engineering plans have been developed for Anchorage Park – and no decisions have been made with respect to a Village Council policy question related to the replacement of the existing docks with floating docks or boat lifts. Funding could be used to develop plans for the seawall (\$137,000 is included in the CIP in FY2023).
- Tennis Court Lighting and Fence Replacement (\$350,000): may be some grant funding available in the future.
- Anchorage Park Path/Site Lighting: a \$230,000 project is anticipated in FY2023 with 80% of the funding from the Recreation Trails Program Grant.
- Fire Rescue Bathroom and Kitchen Remodel: improvements are needed, but it is a lower priority (\$90,000).

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

TO: Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Director of Community Development

DATE: April 14, 2022

SUBJECT: **ORDINANCE 1ST READING – Adoption of Code Changes Related to Single-Family Residential Development**

History

At the March 2, 2021 Planning Commission meeting, staff gave a presentation regarding large homes that are being constructed in the Village and options available to address concerns being raised by residents, Planning Commission members, and the Village Council. Staff then gave a similar presentation to the Village Council at its April 8th meeting. The Council discussed possible strategies to develop and implement a revised residential Code, including a moratorium on tear-down and rebuilds or an expedited process to develop new Code provisions. Staff requested time to evaluate strategies in order to accomplish Council's policy objectives.

At a May 13, 2021 Village Council Workshop, Village staff shared some preliminary observations about the housing trends in the Village with the Council and discussed possible methods to address Council's policy direction. Specifically, staff recommended establishing a "Zoning in Progress" ("ZIP") for the R-1 Zoning District that would continue to allow redevelopment of residential properties within certain parameters until amendments to the Code could be adopted. Staff also recommended the creation of an Ad-Hoc Committee of residents to evaluate permanent code changes during the ZIP.

Staff then drafted a Zoning in Progress Ordinance and presented it to the Planning Commission on June 8, 2021. The Planning Commission unanimously recommended approval. The Ordinance was brought to Village Council on August 12, 2021. At that meeting, the Village Council tabled consideration of the ZIP Ordinance and opted to appoint members to the Ad-Hoc Committee at its August 26th meeting. The Council further requested that the Ad-Hoc Committee review the proposed ZIP and provide recommendations in October.

The Ad-Hoc Committee met on September 20, 2021 to review the proposed ZIP. All members and alternates were in attendance, as were several residents. The Ad-Hoc Committee discussed the ZIP standards at length and generally agreed that the ZIP standards were a reasonable temporary solution. The committee voted 6-1 to recommend adoption of staff's recommendations regarding minimum landscaped area and 2nd story floor area. Due to uncertainty about the proposed maximum building height of thirty feet, the Ad Hoc Committee opted to recommend increasing it to thirty-five feet for ridged roofs and thirty feet for flat roofs.

Summary of Ad Hoc Committee and Planning Commission Meetings

The Village Council adopted the ZIP by a vote of 3-2 at its October 28, 2021 meeting. The ZIP was approved for a period of six months, with potential for a further six-month extension. The ZIP allowed development to continue within the R-1 District, with three restrictions:

1. All new one-story homes are to have a thirty-five percent (35%) minimum landscaped area, all new two-story homes were to have a forty (40%) minimum landscaped area, and are to provide a landscaped area of fifty (50%) in the required front setback. Homes on collector roads (i.e., Lighthouse Drive and Prosperity Farms Road) have to provide a forty (40%) minimum landscaped area within the front setback and properties with irregular shaped lots (cul-de-sacs) have to provide a twenty-five (25%) minimum landscaped area within the front setback.
2. All homes are limited to thirty feet (30') in height for flat roofs and thirty-five (35') for all other roof types, including gable, hip, gambrel, and shed roofs.
3. The floor area of the second story of a single-family home is limited to seventy-five percent (75%) of the floor area of the first story.

Since the adoption of the ZIP, the Ad Hoc Committee held public meetings on November 16, 2021, December 13, 2021, January 19, 2022, and March 22, 2022 to study various issues and evaluate permanent code recommendations for the R-1 Zoning District. Staff and the Ad Hoc Committee have agreed that there are code changes to evaluate beyond the three key issues in the ZIP and that more time is needed to evaluate permanent changes to the second-story massing issue. Staff and the Ad Hoc Committee are recommending to adopt code changes related to minimum landscaped area, building height, and stormwater management and to extend the ZIP an additional six months to further evaluate the second-story massing issue. While the second-story massing issue is evaluated, additional code changes will be considered based on feedback that has been brought up by residents, Committee members, and staff at the Ad Hoc Committee meetings.

At its April 5, 2022 meeting, the Planning Commission unanimously recommended approval of the proposed revisions to the Village Code, with a minor revision to the drainage code. The Planning Commission members thought the draft changes were reasonable and agreed that there are many other code changes to evaluate while the second-story massing issue is further evaluated.

Summary of Recommended Code Changes

There are several recommended permanent changes to the R-1 Zoning District and Chapter 21 (Stormwater Management) based on feedback from the Ad Hoc Committee. The recommended changes are:

- The minimum landscaped area for one-story homes is to be reduced from 35% to 30% to further incentivize one-story homes.
- The maximum building height is being reduced from thirty-five feet (35') for gable, hip, gambrel, and shed roofs to thirty feet (30'). The height will be measured from the average elevation prior to land alteration for properties outside the special flood hazard area and from the design flood elevation for properties inside the special flood hazard area. The height is measured to the mid-point of the roof for gable, hip, gambrel, or shed roofs.
- The total width of driveways in the swale adjacent to a residential single-family lot is being limited to thirty-two (32) feet for lots under ninety (90) feet in width and forty (40) feet for

lots over ninety (90) feet in width. There is currently no limitation on the width of driveways in the swale.

- The code currently allows postdevelopment runoff to not exceed the current (or predevelopment) level of runoff, but does not restrict where the runoff can go. The draft Ordinance provides that any vested predevelopment runoff is required to be directed towards the swale and not adjacent properties or waterbodies.
- The draft Ordinance requires that any runoff that exceeds predevelopment conditions shall be retained on site when a substantial improvement occurs. Substantial improvement is defined as any project where the cost equals fifty percent of the market value of the preconstruction value of a structure.
- The Ordinance requires a conceptual grading and drainage plan if a property is being regraded during construction. The conceptual grading and drainage plan will indicate the existing and proposed site elevations and depict where drainage will go.
- The Village can waive the need for a conceptual grading and drainage plan for minor projects (pergolas, paver replacement, etc.).
- If the conceptual grading and drainage plan indicates that stormwater runoff may be increasing on a site and/or is being directed to adjacent properties, the Village can request engineering plans which indicate the postdevelopment runoff does not exceed predevelopment runoff and that all runoff is either retained on site or directed towards the swale.
- There are procedures and requirements which will ensure that any required onsite storage will be maintained by the property owner in perpetuity-

Recommendations:

At its March 22, 2022 meeting, the Ad Hoc Committee voted 4-3 to make the building height thirty feet for all roof types. Two of the dissenting members wanted the height to be thirty-two feet and the other wanted it to be thirty-five feet. The members voted 6-1 to adopt the minimum landscape standards as drafted. The dissenting member felt the front yard restriction of 50% is too onerous. The members all supported the changes to the stormwater management code. At its April 4, 2022 Meeting, the Planning Commission recommended approval of the draft code changes by a vote of 6-0.

1 **ORDINANCE NO. 2022-___**
2

3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, IMPLEMENTING THE
5 RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING
6 ARTICLE V, "STORMWATER MANAGEMENT," OF CHAPTER 21,
7 "PLANNING AND DEVELOPMENT," BY AMENDING SECTION 21-67,
8 "POST DEVELOPMENT RUNOFF RATES, VOLUMES AND POLLUTANT
9 LOADS," TO IMPOSE SPECIFIC REQUIREMENTS APPLICABLE TO
10 POSTDEVELOPMENT RUNOFF AND AMENDING SECTION 21-70,
11 "WATER QUALITY," TO PROVIDE STANDARDS FOR CONSTRUCTION
12 SITE RUNOFF; AMENDING ARTICLE I, "IN GENERAL," AND ARTICLE III,
13 "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45) BY
14 AMENDING SECTION 45-2, "DEFINITIONS," TO DEFINE THE TERMS
15 AVERAGE ELEVATION AND LANDSCAPED AREA AND SECTION 45-27,
16 "R-1 SINGLE-FAMILY DWELLING DISTRICT," TO REGULATE THE
17 HEIGHT OF TWO-STORY STRUCTURES, REQUIRE A MINIMUM
18 LANDSCAPED AREA, AND LIMIT THE WIDTH OF DRIVEWAYS IN
19 SWALE AREAS; EXTENDING THE ZONING IN PROGRESS RELATING TO
20 SECOND-STORY FLOOR AREA FOR AN ADDITIONAL SIX MONTHS;
21 PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY;
22 PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE;
23 AND FOR OTHER PURPOSES.
24

25 WHEREAS, through the adoption of Ordinance No. 20021-10, the Village Council enacted a
26 zoning in progress for the R-1 Single-Family Dwelling Zoning District subject to certain
27 parameters relating to the height of two-story homes, the massing of the second story and the
28 amount of required landscaped open space; and
29

30 WHEREAS, the Village Council created an Ad Hoc Committee to review and evaluate changes to
31 the Village's residential zoning regulations during the pendency of the Zoning in Progress; and
32

33 WHEREAS, the Ad Committee has reviewed the regulations and recommended revisions to the
34 regulations governing height and landscaped open space within the R-1 Single-Family Dwelling
35 Zoning Districts, as well as additional revisions to the Village Code relating to stormwater
36 discharge and driveway widths; and
37

38 WHEREAS, the Village Council wishes to extend the Zoning in Progress for an additional six
39 months as it pertains the second-story floor area for single-family dwellings; and
40

41 WHEREAS, on April 5, 2022, the Planning Commission, sitting as the Local Planning Agency,
42 conducted a public hearing to review this Ordinance and provide a recommendation to the Village
43 Council; and
44

45 WHEREAS, having considered the recommendation of the Planning Commission and conducted
46 all required advertised public hearings, the Village Council determines that the adoption of this

1 Ordinance is in the interests of the health, safety and welfare of the residents of the Village of
2 North Palm Beach.

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

6
7 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

8
9 Section 2. The Village Council hereby amends Article V, “Stormwater Management,” of
10 Chapter 21, “Planning and Development,” to read as follows (additional language underlined and
11 deleted language ~~stricken through~~):

12
13 ARTICLE V. STORMWATER MANAGEMENT

14
15 * * *

16
17 **Sec. 21-67. Postdevelopment runoff rates, volumes and pollutant loads.**

18
19 The developer/owner of any site shall be responsible for the on-site
20 management of stormwater runoff in a manner such that postdevelopment runoff
21 rates, volumes and pollutant loads do not exceed predevelopment conditions as per
22 chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code. Where the
23 construction involves a substantial improvement as defined in Section 21-70(a)
24 below, any offsite runoff allowed by the predevelopment conditions shall be
25 directed to the swale or a privately-owned local stormwater management system
26 for treatment. Any additional postdevelopment runoff created shall be retained on
27 site. No predevelopment or postdevelopment runoff shall be directed towards
28 adjacent properties, including waterbodies.

29
30 (a) A conceptual grading and drainage plan with existing and proposed
31 site elevations shall be provided if a property is being re-graded
32 before, during, or after construction. The Community Development
33 Director may waive the need for a conceptual grading and drainage
34 plan when only minimal grading will occur. To verify compliance
35 with this section, the Community Development Director or the
36 Building Official may require engineered plans demonstrating that
37 the postdevelopment runoff rates do not exceed predevelopment
38 conditions and that all runoff is either retained on site or directed
39 towards the swale or a privately-owned local stormwater
40 management system.

41
42 (b) When onsite storage is required, an as-built survey, signed and
43 sealed by a licensed Florida surveyor, documenting the construction
44 and required volume of the storage system, must be submitted to and
45 approved by the Building Official prior to permit closeout or the
46 issuance of a certificate of occupancy. For an under-ground system,
47 a notarized letter from the general contractor, along with as-built

1 plans and construction photographs, will be sufficient to
2 demonstrate proper construction.

3
4 (c) Subsequent to the approval of the property owner's final grading,
5 including on-site and/or stormwater storage, and closeout of the
6 applicable permit or issuance of a certificate of occupancy, the
7 improvements shall be maintained in perpetuity by the property
8 owner.

9
10 (d) In order to ensure compliance with the provisions of this section and
11 the requirements to maintain onsite stormwater improvements over
12 time, the village is authorized to conduct inspections of real
13 property, upon reasonable notice and at reasonable times, for the
14 purpose of inspecting said property and/or onsite storage
15 improvements for compliance with this section and with any
16 applicable conditions of previously issued permits. In addition to
17 any other remedies provided by law or by this code, upon
18 notification by the Community Development Director, the failure to
19 maintain the improvements will require restoration within a time
20 frame stipulated by the Director. If restoration is not timely
21 completed, the village shall have the right to complete the
22 restoration, and recover the actual costs incurred, including
23 administrative costs, from the then property owner and may file a
24 lien against the property for the amount of such costs if they remain
25 unpaid for thirty (30) days after the village's demand for payment.

26
27 * * *

28
29 **Sec. 21-70. Water quality.**

30
31 (a) *Definitions.*

32
33 (1) *Authorized official:* Any employee of the village authorized
34 in writing by the director to administer or enforce the
35 provisions of this article.

36
37 (2) *Director:* The director of community development.

38
39 (3) *Discharge:* Any direct or indirect entry of any solid, liquid
40 or gaseous matter.

41
42 (4) *Person:* Any natural individual, corporation, partnership,
43 institution, or other entity.

44
45 (5) *Site of industrial activity:* Any area or facility used for
46 manufacturing, processing or raw materials storage, as
47 defined under 40 CFR Section 122.26(a)(14) of regulations
48 of the U.S. Environmental Protection Agency, as amended.

1
2 (6) *Stormwater*: Any stormwater runoff, and surface runoff and
3 drainage.

4
5 (7) *Stormwater system*: The system of conveyances used for
6 collecting, storing, and transporting stormwater owned by
7 the village but not including any facilities intended to be
8 used in accordance with applicable law for collecting and
9 transporting sanitary or other wastewater.

10
11 (8) Substantial improvement: Any repair, reconstruction,
12 rehabilitation, addition, or other improvement of a building
13 or structure, the cost of which equals or exceeds fifty (50)
14 percent of the market value of the building or structure
15 before the improvement or repair is started.

16
17 (b) *Water quality*. In order to minimize the degradation of water quality
18 in receiving bodies, all development will be provided with
19 landscaped areas, grassed areas or other natural vegetated areas to
20 receive runoff from buildings, pavement or other impervious areas
21 to the degree that pollutants from these areas may be absorbed by
22 the vegetation or percolated into the soil. No runoff from such
23 impervious areas shall be discharged directly into any inlet or storm
24 sewer without first being given the opportunity to pass through a
25 natural vegetated area. All potential areas of soil erosion shall be
26 protected to minimize siltation transport by flowing water.

27
28 (c) ~~{Construction site runoff.}~~ To protect and preserve water quality,
29 Best Management Practices (BMPs) for construction site runoff, ~~as~~
30 ~~contained in Chapter 4.0 of the Palm Beach County, 208-Areawide~~
31 ~~Waste Treatment Management Plan,~~ shall be employed. During
32 construction projects involving a substantial improvement, or for
33 parcels five acres or larger, or when deemed necessary by the
34 Community Development Director, projects shall provide a
35 stormwater pollution prevention plan or an equivalent document.
36 The stormwater pollution prevention plan shall include the
37 installation of erosion and sediment controls, including a silt fence
38 and crushed rock to stabilize areas used for mobilization. The
39 construction site operator is required to take corrective action as
40 needed and conduct inspections of the stormwater pollution controls
41 every seven (7) days or when one-half inch (0.5") or greater of
42 rainfall occurs within a twenty-four (24) hour period. All controls
43 shall be consistent with the performance standards for erosion and
44 sediment control contained in the Erosion and Sediment Control
45 Designer and Reviewer Manual prepared by the Florida Department
46 of Transportation and the Florida Department of Environmental
47 Protection.
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(d) *Industrial activity.*

- (1) *General provisions.* Any discharge into the stormwater system in violation of any federal, state, county, municipal or other law, rule, regulation or permit is prohibited.
- (2) *Specific prohibitions.* By adoption of industrial activity stormwater regulations or by issuance of industrial activity stormwater permits, or both, the director may impose reasonable limitations as to the quality of stormwater (including without limitation the designation of maximum levels of pollutants) discharged into the stormwater system from sites of industrial activity. Any promulgation of such regulations and issuance of permits by the director shall be in accordance with applicable law.
- (3) *Administrative orders.* The director may issue an order to any person to immediately cease any discharge determined by the director to be in violation of any provision of this section, or in violation of any regulation or permit issued hereunder.
- (4) *NPDES permits.* Any person who holds a National Pollutant Discharge Elimination System (NPDES) permit shall provide a copy of such permit to the director no later than the later of: sixty (60) calendar days after the effective date of Ordinance No. 8-93 or sixty (60) calendar days after issuance.

(e) *Illicit discharges.*

- (1) *General prohibitions.* Except as set forth in section 21-70(e)(3) or as in accordance with a valid NPDES permit, any discharge to the stormwater system that is not composed entirely of stormwater is prohibited.
- (2) *Specific prohibitions.* Any discharge to the stormwater system containing any sewage, industrial waste or other waste materials, or containing any materials in violation of federal, state, county, municipal, or other laws, rules, regulations, orders or permits, is prohibited.
- (3) *Authorized exceptions.* Unless the director determines that it is not properly managed or otherwise is not acceptable, the following discharges are exempt from the general prohibition set forth under section 21-70(e)(1): flows from firefighting, water line flushing and other contributions from

1 potable water sources, landscape irrigation and lawn
2 watering, irrigation water, diverted stream flows, rising
3 groundwaters, direct infiltration to the stormwater system,
4 uncontaminated pumped groundwater, foundation and
5 footing drains, water from crawl space pumps, air
6 conditioning condensation, springs, individual residential
7 car washings, flows from riparian habitats and wetlands, and
8 de-chlorinated swimming pool contributions.
9

10 (4) *Illicit connections.* No person may maintain, use or establish
11 any direct or indirect connection to the stormwater system
12 that results in any discharge in violation of this section. This
13 prohibition is retroactive and applies to connections made in
14 the past, regardless of whether made under a permit, or other
15 authorization, or whether permissible under laws or practices
16 applicable or prevailing at the time the connection was made.
17

18 (5) *Administrative order.* The director may issue an order to any
19 person to immediately cease any discharge, or any
20 connection to the stormwater system, determined by the
21 director to be in violation of any provision of this section, or
22 in violation of any regulation or permit issued hereunder.
23

24 (f) *Spills and dumping.*
25

26 (1) *General prohibitions.* Except as set forth under section 21-
27 70(e)(3) or as in accordance with a valid NPDES permit, any
28 discharge to the stormwater system that is not composed
29 entirely of stormwater is prohibited.
30

31 (2) *Specific prohibitions.* Any discharge to the stormwater
32 system containing any sewage, industrial waste or other
33 waste materials, or containing any materials in violation of
34 federal, state, county, municipal, or other laws, rules,
35 regulations, orders or permits, is prohibited.
36

37 (3) *Notification of spills.* As soon as any person has knowledge
38 of any discharge to the stormwater system in violation of this
39 section, such person shall immediately notify the director by
40 telephone or other direct means and if such person is directly
41 or indirectly responsible for such discharge, then such
42 person shall also take immediate action to ensure the
43 containment and clean up of such discharge and shall
44 confirm such telephone notification in writing to the director
45 within three (3) calendar days.
46

47 (4) *Administrative order.* The director may issue an order to any
48 person to immediately cease any discharge, or connection to

1 the stormwater system, determined by the director to be in
2 violation of any provision of this section, or in violation of
3 any regulation or permit issued hereunder.

4 (g) *Enforcement.*

5
6 (1) *Injunctive relief.* Any violation of any provision of this
7 section, or of any regulation or order issued hereunder, shall
8 be subject to injunctive relief if necessary to protect the
9 public health, safety or general welfare.

10
11 (2) *Continuing violation.* A person shall be deemed guilty of a
12 separate violation for each and every day during any
13 continuing violation of any provision of this section, or of
14 any regulation or permit issued hereunder.

15
16 (3) *Enforcement actions.* The director may take all actions
17 necessary, including the issuance of notices of violation and
18 the filing of court actions, and/or request enforcement by the
19 village code enforcement board to require and enforce
20 compliance with the provisions of this section and with any
21 regulation or permit issued hereunder.

22
23 (h) *Inspections and monitoring.*

24
25 (1) *Authority for inspections.* Whenever necessary to make an
26 inspection to enforce any of the provisions of this section, or
27 regulation or permit issued hereunder, or whenever an
28 authorized official has reasonable cause to believe there
29 exists any condition constituting a violation of any of the
30 provisions of this section, or regulation or permit issued
31 hereunder, any authorized official may enter any property,
32 building or facility at any reasonable time to inspect the same
33 or to perform any duty related to enforcement of the
34 provisions of this section or any regulations or permits
35 issued hereunder; provided that (a) if such property, building
36 or facility is occupied, such authorized official shall first
37 present proper credentials and request permission to enter,
38 and (b) if such property, building or facility is unoccupied,
39 such authorized official shall make a reasonable effort to
40 locate the owner or other person having charge or control of
41 the property, building or facility, and shall request
42 permission to enter. Any request for permission to enter
43 made hereunder shall state that the owner or person in
44 control has the right to refuse entry, and that in such event is
45 refused, the authorized official may enter to make inspection
46 only upon issuance of a search warrant by a duly authorized
47 magistrate. If the owner or person in control refuses
48 permission to enter after such request has been made, the

1 authorized official is hereby authorized to seek assistance
2 from any court of competent jurisdiction in obtaining entry.
3 Routine or area-wide inspections shall be based upon such
4 reasonable selection processes as may be necessary to carry
5 out the purposes of this section, including but not limited to
6 random sampling and sampling in areas with evidence of
7 stormwater contamination, non-stormwater discharges, or
8 similar factors.

9
10 (2) *Authority for monitoring and sampling.* Any authorized
11 official may establish on any property such devices as are
12 necessary to conduct sampling or metering of discharges of
13 the stormwater system. During any inspections made to
14 enforce the provisions of this section, or regulations or
15 permits issued hereunder, any authorized official may take
16 any samples deemed necessary.

17
18 (3) *Requirements for monitoring.* The director may require any
19 person engaging in any activity or owning any property,
20 building or facility (including but not limited to a site of
21 industrial activity) to undertake such reasonable monitoring
22 of any discharge(s) to the stormwater system and to furnish
23 periodic reports.

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

28
29 **Sec. 45-2. Definitions.**

30
31 For the purpose of this Code, certain words and terms are defined as follows:

32
33 * * *

34 Average elevation shall be used to calculate the maximum allowable height
35 of single-family dwellings within the R-1 Zoning District that are not located within
36 a special flood hazard area. The average elevation is an average of the existing
37 elevation of the buildable area of a lot prior to any land alteration. The average
38 elevation shall be calculated by the mathematical average of elevation points
39 dispersed at approximately ten-foot equidistant intervals across the buildable area
40 of a parcel. Where required, the average elevation survey shall be submitted with
41 construction plans, and the calculated average elevation shall be depicted on all
42 exterior elevation sheets of the construction plans.

43
44 * * *

45
46 Landscaped area means a pervious landscaped area unencumbered by
47 structures, buildings, paved parking lots, sidewalks, pools, decks, or any
48 impervious surface. Landscape material shall include, but not be limited to, grass,

1 ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or
2 bark.

3
4 * * *

5
6 Section 3. The Village Council hereby amends Article III, “District Regulations,” of
7 Appendix C (Chapter 45), “Zoning,” of the Village Code of Ordinances by amending Section 45-
8 27, “R-1 Single-Family District,” to read as follows (additional language is underlined and deleted
9 language is ~~stricken through~~):

10
11 **Sec. 45-27. R-1 single-family dwelling district.**

12
13 A. *Uses permitted.* Within any R-1 single-family dwelling district no
14 building, structure, land or water shall be used except for one (1) or
15 more of the following uses:

- 16
17 1. Single-family dwellings with accessory buildings
18 customarily incident thereto, subject to each of the
19 requirements set forth in this section and throughout this
20 chapter.
- 21
22 2. Public schools.
- 23
24 3. Parks and recreation facilities owned or leased by or
25 operated under the supervision of the Village of North Palm
26 Beach.
- 27
28 4. Detached fence storage areas.
- 29
30 5. Satellite dish antenna.
- 31
32 6. Community residential homes. Community residential
33 homes of six (6) or fewer residents which otherwise meet the
34 definition of a community residential home, provided that
35 such homes shall not be located within a radius of one
36 thousand (1,000) feet of another existing such home with six
37 (6) or fewer residents.
- 38
39 7. Family day care home.
- 40
41 8. Lamp post.
- 42
43 9. Decorative post structure.

44
45 B. *Building height regulations.* ~~No main building shall exceed two (2)~~
46 ~~stories in height and no accessory building more than one (1) story.~~
47 All single-family dwellings shall be limited to two (2) stories and
48 thirty feet (30’) in height. For the purposes of this subsection, height

1 shall be measured from the average elevation of the existing grade
2 prior to land alteration for properties outside of special flood hazard
3 areas and from the required design flood elevation for properties
4 within special flood hazard areas. Height shall be measured to the
5 highest point of the following:
6

- 7 1. the coping of a flat roof and the deck lines on a mansard roof;
- 8
- 9 2. the average height level between the eaves and roof ridges
10 or peak for gable, hip or gambrel roofs; or
- 11
- 12 3. the average height between high and low points for a shed
13 roof.
- 14

15 Decorative architectural elements, chimneys, mechanical
16 equipment, non-habitable cupolas, elevator shafts or similar
17 appurtenances shall be excluded from the foregoing height
18 restrictions. Rooftops shall not be used for pools, decks, or other
19 spaces to congregate.
20

21 C. *Building site area regulations.* The minimum lot or building site
22 area for each single-family dwelling shall be seven thousand five
23 hundred (7,500) square feet and have a width of not less than
24 seventy-five (75) feet, measured at the building line.
25

26 D. *Yard space regulations.*

27

- 28 1. *Front yard.* There shall be a front yard of not less than
29 twenty-five (25) feet measured from the street line to the
30 front building line.
31

- 32 2. *Rear yard.* There shall be a rear yard of not less than twenty
33 (20) feet measured from the rear building line to the rear lot
34 line.
35

- 36 3. *Side yards.* There shall be a side yard on each side of the side
37 building line of not less than ten (10) feet. In the case of
38 corner lots, no building and no addition to any building shall
39 be erected or placed nearer than twenty (20) feet to the side
40 street line of any such lot.
41

- 42 (a) For a distance of one block on streets intersecting
43 U.S. #1, measured from the right-of-way line of said
44 U.S. #1, side yards of at least twenty-five (25) feet in
45 depth shall be provided.
46

47 E. *Off street parking regulations.* At least one parking space measuring
48 at least nine (9) feet by eighteen (18) feet (one hundred sixty-two (162)

1 square feet) shall be provided. All parking spaces shall consist of a durable
2 surfaced area as approved by the community development director, and may
3 be enclosed in the dwelling, in an accessory building or in an unenclosed
4 area or a driveway. All vehicles parking on a lot must be parked on a durable
5 surface.
6

7 F. *Accessory structures.* One detached automobile garage and one
8 open-air pavilion may be constructed on any lot within the R-1 single-
9 family dwelling district provided that all requirements of this chapter are
10 met. Open air pavilions shall be subject to the following additional
11 conditions and restrictions:
12

13 1. *Permitting.*

- 14 (a) All open-air pavilions must be permitted in
15 accordance with all Florida Building Code and
16 Village Code requirements.
17
- 18 (b) Open-air pavilions meeting the definition of a
19 traditional chickee hut are exempt from the Florida
20 Building Code but shall be subject to consistency
21 review by the village. Consistency shall be
22 demonstrated through the issuance of a zoning
23 permit and shall require the submittal of the
24 following information:
25
 - 26 (1) A survey that includes scaled dimensions of
27 the proposed structure, including setbacks;
 - 28 (2) Proof that the builder of the chickee hut is a
29 member of either the Miccosukee Tribe of
30 Indians of Florida or the Seminole Tribe of
31 Florida (such proof consisting of a copy of
32 the trial member's identification card); and
 - 33 (3) Drawings of the proposed structure
34 depicting, at a minimum, the overall design,
35 dimensions, roof materials, and height.
36

37 2. *Dimensions.* Open-air pavilions shall not exceed two
38 hundred (200) square feet in floor area. The floor area shall
39 be measured from outside the support posts, provided that
40 the roof overhang does not exceed three (3) feet from the
41 support posts. If the roof overhang exceeds three (3) feet, the
42 floor area shall consist of the entire roofed area. For
43 structures supported by a single-pole, i.e., umbrella shape,
44 the floor area shall be measured from the drip line of the roof
45 material.
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3. *Height.* Open-air pavilions shall not exceed twelve (12) feet in height or the height of the principal building located on the lot, whichever is more restrictive. For sloped roofs, the height shall be measured at the mean roof height.
4. *Location and Setbacks.*
 - (a) No open-air pavilion may be erected within ten (10) feet of the side property line. This side setback shall be increased to twenty (20) feet for corner lots.
 - (b) No open-air pavilion may be erected within seven and one-half (7½) feet of the rear property line.
 - (c) No open-air pavilion or any portion thereof may be erected between the front line of the principal building and the front property lot line, within a utility or drainage easement, or within a required landscape buffer.
5. *Use restrictions.*
 - (a) An open-air pavilion shall be used only for private recreational activities as an accessory use to the principal residential use and shall not be used for habitation, for a tool room, storage room or workshop, or for any commercial purpose whatsoever.
 - (b) Open-air pavilions shall not be used for storage of items of personal property, including, but not limited to, the following:
 - (1) Operable or inoperable vehicles, boats, boat trailers, utility trailers or similar items of personal property;
 - (2) Building materials, lawn equipment, tools or similar items; and
 - (3) Ice boxes, refrigerators and other types of food storage facilities with the exception of under-counter units.
 - (c) No gas, charcoal or propane grills, stoves or other types of cooking devices may be stored or utilized within a traditional chickee hut.

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6. *Maintenance.* Open-air pavilions shall be maintained in good repair and in sound structural condition. Painted or stained surfaces shall be free of peeling paint, mold and mildew and void of any evidence of deterioration.

7. *Design.*

(a) Open-air pavilions, with the exception of traditional chickee huts, pergolas and other structures with only partial or slatted roofs, shall incorporate the same types of building materials and be consistent with the architectural theme or style of the main or principal building.

(b) At the request of a property owner, the community development director may approve the use of different building materials or alternate architectural themes or styles when such materials, themes or styles are complementary to the main or principal building.

(c) Should the community development director deny the request for different building materials or alternate architectural themes or styles, a property owner may appeal this decision to the planning commission by submitting a written request for a hearing to the community development director within thirty (30) calendar days of the date of the determination. The appeal shall be placed on the next available agenda and the decision of the planning commission shall be final, subject only to judicial review by writ of certiorari.

G. *Mechanical equipment.* All non-roof-mounted mechanical equipment shall be located behind the front building face of the principal structure in either the side yard or the rear yard. Such equipment shall be located adjacent to the principal structure whenever practicable, provided, however, that all mechanical equipment shall be located at least five (5) feet from the side property line and at least seven and one-half feet (7½) from the rear property line.

H. Minimum landscaped area.

1. All one-story single-family dwellings shall have a minimum landscaped area of thirty percent (30%).

1 2. All two-story single-family dwellings shall have a minimum
2 landscaped area of forty percent (40%).

3
4 3. All single-family dwellings (both one and two story) shall
5 provide a minimum landscaped area of fifty percent (50%)
6 in the required twenty-five-foot (25') front yard setback.
7 Properties with frontage along collector roads (e.g.,
8 Lighthouse Drive and Prosperity Farms Road) shall provide
9 a minimum landscaped area of forty percent (40%) in the
10 required twenty-five-foot (25') front yard setback.
11 Properties having an irregular lot shape, meaning a lot which
12 is not close to rectangular or square and in which the width
13 of the property at the front property line is less than required
14 by the underlying zoning district, shall provide a minimum
15 landscaped area of twenty-five percent (25%) in the required
16 twenty-five-foot (25') front yard setback.

17
18 For the purposes of this subsection, the term minimum landscaped
19 area shall mean a pervious landscaped area unencumbered by
20 structures, buildings, paved parking lots, sidewalks, sports courts,
21 pools, decks, or any impervious surface. Landscape material shall
22 include, but not be limited to, grass, ground covers, bushes, shrubs,
23 hedges or similar plantings, or decorative rock or bark. No landscape
24 material shall be used for parking. However, pervious surfaces used
25 for the parking of recreational equipment in side and rear yards shall
26 be included in the calculation of the minimum landscaped area.

27
28 With respect to building permits for renovations of existing single-
29 family dwellings, the minimum landscaped area standards shall
30 apply only to the extent that the proposed scope of work impacts the
31 applicable standard.

32
33 I. Maximum driveway width in swale. The total width of driveways
34 from the edge of the public roadway to the abutting privately-owned
35 property shall not exceed a total of thirty-two feet (32') in width at
36 the property line, excluding flares. For lots with ninety (90) or more
37 feet of public roadway frontage, the total width of driveways from
38 the edge of the public roadway to the abutting privately-owned
39 private shall not exceed a total of forty feet (40') in width at the
40 property line, excluding flares. Each side of a flared driveway shall
41 be no more than three feet (3') wider than the rest of the driveway.

42
43 Section 4. The Zoning in Progress with respect to Section 2(C) of Ordinance No. 2021-10
44 ("Second-story floor area") shall remain in effect for an additional six (6) months from the
45 effective date of this Ordinance. Property owners may still request a waiver pursuant to Section
46 2(D) of Ordinance 2021-10. During this time, the Ad Hoc Committee shall continue its review of
47 this provision and other potential revisions to the Village's residential zoning regulations.
48

1 Section 5. The provisions of this Ordinance shall become and be made a part of the Code of
2 the Village of North Palm Beach, Florida.

3
4 Section 6. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
5 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
6 such holding shall not affect the remainder of this Ordinance.

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

10
11 Section 8. This Ordinance shall take effect immediately upon adoption.

12
13 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

14
15 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
16 2022.

17
18
19 (Village Seal)

MAYOR

20
21
22
23 ATTEST:

24
25 _____
26 VILLAGE CLERK

27
28
29 APPROVED AS TO FORM AND
30 LEGAL SUFFICIENCY:

31
32 _____
33 VILLAGE ATTORNEY
34

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 14, 2022

SUBJECT: **ORDINANCE 2nd Reading** – Adoption of Year-Round Irrigation Conservation Measures

The Village has received multiple correspondences from the South Florida Water Management District (“SFWMD”) requesting that the Village formally adopt the Year-Round Landscaping Irrigation Conservation Measures applicable within Palm Beach County. These restrictions are set forth in Chapter 40E-24, Florida Administrative Code, and technically already apply within the Village. Adoption of an Ordinance provides a mechanism for enforcement.

The attached Ordinance amends Chapter 19 of the Village Code of Ordinances by repealing the existing non-compliant regulations set forth in Article IX and adopting a new Article IX, “Mandatory Year-Round Irrigation Conservation Measures,” based on SFMD’s model ordinance.

These regulations prohibit landscape irrigation between the hours of 10:00 a.m. and 4:00 p.m. and restrict the use of landscaping irrigation to three days per week based on the property address. Properties with even addresses (including rights-of-way, locations without an address and locations with both even and odd numbered addresses) may irrigate their landscaping on Tuesday, Thursday and Sunday. Properties with odd numbered addresses may irrigate their landscaping on Monday, Wednesday and Saturday. The regulations also contain exemptions for new landscaping and for the testing of landscaping irrigation systems and require the use of rain/moisture sensors for all new irrigation systems as required by Section 373.62, Florida Statutes.

These restrictions are not applicable to the use of reclaimed water, saltwater and low-volume methods of irrigation, such as hand-watering and micro-irrigation. They are also not applicable to athletic play areas, including the Country Club Golf Course, or to irrigation at agricultural or nursery operations.

The South Florida Water Management District has reviewed the draft Ordinance and had no comments or suggested revisions.

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

There is no fiscal impact.

At its March 24, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification; however, as discussed with the Council, the effective date has been pushed back ninety (90) days in order to allow sufficient time for public outreach/education.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance adopting the South Florida Water Management District's Mandatory Year-Round Irrigation Conservation Measures in accordance with Village policies and procedures.

1 adoption of the South Florida Water Management District’s mandatory year-round
2 landscape irrigation conservation measures.

3
4 (b) The provisions of this article apply to all users within the Village,
5 unless otherwise indicated in this article, and all water sources, except that the use
6 of reclaimed water or saltwater, which may or may not be supplemented from
7 another source, is allowed at any time. This article shall not apply to the irrigation
8 of athletic play areas as defined herein or to irrigation at agricultural or nursery
9 operations.

10
11 **Sec. 19-201. Definitions.**

12
13 When used in this article, the following terms shall have the meanings
14 ascribed to them in this section except where the context clearly indicates a different
15 meaning:

16
17 Address means the house number (a numeric or alphanumeric designation)
18 that, together with the street name, describes the physical location of a specific
19 property. If a lot number in a mobile home park or similar community is used by
20 the U.S. Postal Service to determine a delivery location, the lot number shall be the
21 property’s address. If a lot number in a mobile home park or similar residential
22 community is not used by the U.S. Postal Service (e.g., the park manager sorts
23 incoming mail delivered to the community’s address), then the community’s main
24 address shall be the property’s address.

25
26 Athletic play area means all golf course fairways, tees, roughs, greens, and
27 other athletic play surfaces, including football, baseball, soccer, polo, tennis, and
28 lawn bowling fields.

29
30 District means the South Florida Water Management District, a government
31 entity created pursuant to Chapter 373, Florida Statutes.

32
33 Even-numbered address means an address ending in the numbers 0, 2, 4, 6,
34 8 or rights-of-way or other locations with no address.

35
36 Landscaping means shrubbery, trees, lawns, sod, grass, ground covers,
37 plants, vines, ornamental gardens, and such other flora, not intended for resale,
38 which are situated in such diverse locations as residential landscapes, recreation
39 areas, cemeteries, public, commercial, and industrial establishments, public
40 medians, and rights-of-way, excluding athletic play areas as defined above.

41
42 Landscape irrigation means the outside watering of shrubbery, trees, lawns,
43 sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora,
44 not intended for resale, which are planted and are situated in such diverse locations
45 as residential landscapes, recreation areas, cemeteries, public, commercial, and
46 industrial establishments, public medians, and rights-of-way, excluding athletic
47 play areas as defined above.

1 Low volume hand watering means the watering of landscape by one person,
2 with one hose fitted with a self-canceling or automatic shutoff nozzle.

3
4 Low volume irrigation means the use of equipment and devices specifically
5 designed to allow the volume of water delivered to be limited to a level consistent
6 with the water requirement of the plant being irrigated and to allow that water to be
7 placed with a high degree of efficiency in the root zone of the plant. The term also
8 includes water used in mist houses and similar establishments for plant propagation.

9
10 Micro-irrigation means the application of small quantities of water on or
11 below the soil surface as drops or tiny streams of spray through emitter or
12 applicators placed along a water delivery line. Micro-irrigation includes a number
13 of methods or concepts such as bubbler, drip, trickle, mist or microspray, and
14 subsurface irrigation.

15
16 New landscaping means any landscaping which has been planted and in the
17 ground for ninety (90) days or less.

18
19 Odd-numbered address means an address ending in the numbers 1, 3, 5, 7,
20 9.

21
22 Reclaimed water means wastewater that has received at least secondary
23 treatment and basic disinfection and is reused after flowing out of a wastewater
24 treatment facility as defined by Rule 62-40.210, Florida Administrative Code, as
25 may be amended from time to time.

26
27 User means any person, individual, firm, association, organization,
28 partnership, business trust, corporation, company, agent, employee or other legal
29 entity whether natural or artificial, the United States of America, and the State and
30 all political subdivisions, regions, districts, municipalities, and public agencies
31 thereof, which directly or indirectly takes water from the water resource, including
32 uses from private or public utility systems, uses under water use permits or uses
33 from individual wells or pumps.

34
35 Wasteful and unnecessary means allowing water to be dispersed without
36 any practical purpose to the water use or in violation of this article including, by
37 way of example, excessive landscape irrigation; leaving an unattended hose on a
38 driveway with water flowing; allowing landscape irrigation water to unnecessarily
39 fall onto pavement, sidewalks and other impervious surfaces; allowing water flow
40 through a broken or malfunctioning water delivery or landscape irrigation system
41 or irrigating outside of permissible days and times.

42
43 **Sec. 19-202. Conservation regulations.**

44
45 (a) Wasteful and unnecessary uses. All wasteful and unnecessary water
46 use is prohibited.

1 **(b) Hours for landscape irrigation.** Landscape irrigation shall be
2 prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise
3 provided in this article.

4
5 **(c) New landscaping.**

6
7 **(1) On the day the new landscaping is installed, the new landscaping**
8 may be irrigated once without regard to the normally allowable
9 watering days and times. Irrigation of the soil immediately prior to
10 the installation of the new landscaping is also allowable without
11 regard to the normal allowable watering days and times.

12
13 **(2) The ninety (90) day period begins the day the new landscaping is**
14 installed.

15
16 **(3) Irrigation of new landscaping which has been in place for thirty (30)**
17 days or less may be accomplished on Monday, Tuesday,
18 Wednesday, Thursday, Saturday and Sunday.

19
20 **(4) Irrigation of new landscaping which has been in place for thirty-one**
21 (31) to ninety (90) days may be accomplished on Monday,
22 Wednesday, Thursday and Saturday.

23
24 **(5) Irrigation of the new landscaping is limited to areas containing the**
25 new landscaping only. An entire zone of an irrigation system shall
26 only be utilized for landscape irrigation under this paragraph if the
27 zone in question is for an area that contains at least fifty percent
28 (50%) new landscaping. If a zone contains less than fifty percent
29 (50%) new landscaping, or if the new landscaping is in an area that
30 will not typically be irrigated by an irrigation system, only the
31 individual new plantings are eligible for additional irrigation under
32 this paragraph. Targeted watering may be accomplished by low
33 volume hand watering, or any appropriate method which isolates
34 and waters only the new landscaping.

35
36 **(d) Landscape irrigation systems.**

37
38 **(1) Landscape irrigation systems may be operated during restricted days**
39 and/or times for cleaning, maintenance, and repair purposes with an
40 attendant on site in the area being tested.

41
42 **(2) Landscape irrigation systems may routinely be operated for such**
43 purposes no more than once per week, and the run time for any one
44 test should not exceed ten (10) minutes per zone.

45
46 **(3) Any user who purchases and installs an automatic landscape**
47 irrigation system shall properly install, maintain, and operate
48 technology that inhibits or interrupts operation of the system during

1 periods of sufficient moisture in accordance with Section 373.62,
2 Florida Statutes, as may be amended from time to time.

3
4 (e) Low-volume irrigation, micro-irrigation, and low-volume hand
5 watering methods. Any plant material may be watered using low volume irrigation,
6 micro-irrigation, low-volume hand watering methods, and rain barrels, cisterns, or
7 other similar rain-harvesting devices without regard to the watering days or times
8 allowed in this section.
9

10 (f) Permissible days for landscape irrigation.

11
12 (1) Even-numbered addresses or users that irrigate both even-numbered
13 and odd-numbered addresses within the same zones may perform
14 landscape irrigation on Tuesday, Thursday and Sunday.

15
16 (2) Odd-numbered addresses may perform landscape irrigation on
17 Monday, Wednesday and Saturday.

18
19 (3) No irrigation may be performed on Fridays.
20

21 (g) Water shortages. In the event the District imposes restrictions on
22 landscape irrigation which are more restrictive than those set forth in this article,
23 such as a declaration of water shortage or water shortage emergency, the more
24 restrictive regulations shall apply for the applicable duration of the more restrictive
25 regulations.
26

27 **Sec. 19-203. Violations and enforcement.**

28
29 (a) Non-compliance with any provision of this article shall constitute a
30 violation of the Village Code of Ordinances and each day the violation exists shall
31 constitute a separate and distinct violation.
32

33 (b) Any violations of this article may be enforced pursuant to the
34 Village Code of Ordinances, through the code enforcement process set forth in
35 Chapter 2, Article VI of the Village Code of Ordinances, or through any other
36 manner authorized by law.
37

38 **Sec. 19-204. Variances.**

39
40 (a) A user may request a variance from the specific days for landscape
41 irrigation identified in this article by identifying and demonstrating with
42 particularity that compliance with the scheduled days for landscape irrigation will
43 result in a substantial hardship on the user requesting the variance. A variance shall
44 operate prospectively and shall not stay or abate the enforcement of the provisions
45 of this article and shall not affect any prior or pending code enforcement action
46 against the user requesting the variance.
47

1 **(b)** The variance request shall be considered by the Village Manager or
2 his/her designee, and the decision of the Village Manager shall be provided to the
3 user in writing. The Village Manager’s decision may be appealed to the Village
4 Council through the filing of a written request with the Village Clerk within thirty
5 (30) days of the Village Manager’s written determination. The decision of the
6 Village Council shall be final.

7
8 **(c)** If a variance is granted, the user shall post a notice at each parcel to
9 which the variance pertains in a format prescribed by the Village.

10
11 **(d)** The Village recognizes and adopts all irrigation variances or waivers
12 issued by the District.

13
14 **Section 3.** The provisions of this Ordinance shall become and be made a part of the Code of
15 the Village of North Palm beach, Florida.

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

20
21 **Section 5.** All ordinances or parts of ordinances and resolutions or parts of resolutions of the
22 Village of North Palm Beach, Florida, which are in conflict with this Ordinance, are hereby
23 repealed to the extent of such conflict.

24
25 **Section 6.** This Ordinance shall be effective ninety (90) days from the date of adoption.

26
27 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

28
29 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
30 2022.

31
32
33
34 (Village Seal)

MAYOR

35
36
37
38 ATTEST:

39
40 _____
41 VILLAGE CLERK

42
43 APPROVED AS TO FORM AND
44 LEGAL SUFFICIENCY:

45
46 _____
47 VILLAGE ATTORNEY
48

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 14, 2022

SUBJECT: **ORDINANCE 2nd Reading** – Adoption of amendments to Firefighter Pension Plan to incorporate changes set forth in the newly adopted Collective Bargaining Agreement

Through the adoption of Resolution 2022-02 on January 13, 2022, the Village Council ratified a new Collective Bargaining Agreement (“CBA”) between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. The new CBA modified certain provisions applicable to the pension benefits for firefighter members, and these amendments need to be incorporated into the Village Code.

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

- Sections 2-159 and 2-161 are amended to raise the cap on retirement benefits from seventy-five percent (75%) to eighty percent (80%) for firefighters who retire on or after October 1, 2022.
- Section 2-163 is amended to increase employee contributions for firefighter members from seven percent (7%) to:
 - Seven and one-half percent (7.5%) effective September 30, 2022;
 - Eight percent (8%) effective September 30, 2023; and
 - Eight and one-half percent (8.5%) effective September 30, 2024.

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

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

At its March 24, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to modify the pension benefits and contributions for firefighter members as set forth in the Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. in accordance with Village policies and procedures.

1 Fund and is intended to be a tax qualified plan under Internal Revenue Code Section
2 401(a) and meet the requirements of a governmental plan as defined in Internal
3 Revenue Code Section 414(d).
4

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

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

11 (1) A member's accrued benefit for years of credited service earned
12 before October 1, 2018 shall be equal to the sum of two and one-
13 half percent of the member's average monthly earnings multiplied
14 by the member's credited service for the first twenty-four (24) years;
15 zero (0) percent of the member's average monthly earnings
16 multiplied by the member's credited service for each year after
17 twenty-four (24) years up to thirty (30) years; and two (2) percent of
18 the member's average monthly earnings multiplied by the member's
19 credited service for each year in excess of thirty (30) years.
20

21 (2) A member's accrued benefit for years of credited service earned on
22 and after October 1, 2018 (provided the member was employed by
23 the Village on or after July 11, 2019) shall be equal to two and three-
24 fourths percent per year of service. For Police Officers and
25 Firefighters who retire prior to October 1, 2022, the ~~The~~ total
26 accrued benefit shall not be greater than seventy-five (75) percent of
27 average monthly earnings at the time of retirement (including entry
28 into the DROP), but in all cases the accrued benefit earned on and
29 after October 1, 2018 shall be at least two and three-fourths percent
30 per year of service on and after October 1, 2018. For Firefighters
31 who retire on and after October 1, 2022, the total accrued benefit
32 shall not be greater than eighty (80) percent of average monthly
33 earnings at the time of retirement (including entry into the DROP),
34 but in all cases the accrued benefit earned on and after October 1,
35 2018 shall be at least two and three-fourths percent per year of
36 service on and after October 1, 2018.
37

38 (3) For purposes of this calculation, average monthly earnings and
39 credited service as of the date of determination shall be used. The
40 accrued benefit is considered to be payable in the plan's normal form
41 commencing on the member's normal retirement date, with such
42 date determined as through the member remains in full-time
43 employment with the employer.
44

45 * * *

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

1
2 (a) *Normal retirement benefit.*

3
4 (1) *Amount.* Each member who retires on or after the member's normal
5 retirement date shall be eligible to receive a normal retirement benefit
6 commencing on the member's actual retirement date. ~~A retiree's maximum~~
7 ~~monthly pension benefit shall not exceed seventy five (75) percent of the~~
8 ~~retiree's average monthly earnings as that term is defined in Section 2-159~~
9 ~~above.~~ In all cases, the benefit provided for years of service on and after
10 October 1, 2018 shall be at least two and three-fourths percent of average
11 monthly earnings per year of service (provided the member was employed
12 by the village on and after July 11, 2019). The monthly normal retirement
13 benefit shall be calculated as follows:

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

23
24 *For Firefighter members:* An amount equal to the sum of two and one-half
25 percent of the member's average monthly earnings multiplied by the
26 member's credited service prior to October 1, 2018; and two and three-
27 fourths percent for credited service on or after October 1, 2018 (provided
28 the member remained employed by the Village as a firefighter on or after
29 July 11, 2019). On and after October 1, 2022, a Firefighter retiree's
30 maximum monthly pension benefit shall not exceed eighty (80) percent of
31 the retiree's average monthly earnings as that term is defined in Section 2-
32 159 above; for retirements prior to October 1, 2022, the maximum benefit
33 is 75% of average monthly earnings.

34
35 * * *

36
37 **Sec. 2-163. Contributions.**

38
39 (a) *Member contributions.*

40
41 (1) *Amount.* Members of the plan shall make regular contributions to the fund
42 at rate equal to two (2) percent of their respective earnings.

43
44 *For Police Officer members only:*

- 1 (i) Effective at the beginning of the first full payroll period after
2 October 1, 2013, the Police Officer member contribution shall
3 increase to two and sixty-seven one hundredths (2.67) percent;
4
5 (ii) Effective the first full payroll period after October 1, 2014, the
6 Police Officer member contribution shall increase to three and
7 thirty-three one hundredths (3.33) percent; and
8
9 (iii) Effective the first full payroll period after October 1, 2015, the
10 Police Officer member contribution shall increase to four (4)
11 percent.
12
13 (iv) Effective the second payroll period following the adoption of
14 Ordinance 2019-11, the Police Officer member shall contribute six
15 (6) percent of earnings.
16
17 (v) Effective the first payroll period after October 1, 2020, the Police
18 Officer member shall contribute seven (7) percent of earnings.
19
20 (vi) During participation in the DROP, Police Officer members shall
21 contribute four (4) percent of earnings, with three (3) percent
22 credited to the member's DROP account and one (1) percent applied
23 to the Pension Plan Unfunded Actuarial Accrued Liability
24 ("UAAL").
25

26 *For Firefighter members only:*
27

- 28 (i) Effective the beginning of the first full payroll period after April 1,
29 2015, the Firefighter member contribution shall increase to three and
30 one-half (3½) percent; and
31
32 (ii) Effective the first full payroll period after April 1, 2016, the
33 Firefighter member contribution shall increase to five (5) percent.
34
35 (iii) Effective with the second payroll period following adoption of
36 Ordinance No. 2019-11, the Firefighter member contribution shall
37 increase from five (5) percent of earnings to seven (7) [percent] of
38 earnings.
39
40 (iv) Effective the first full payroll period after September 30, 2022, the
41 Firefighter member contribution shall increase from seven (7)
42 percent to seven and one-half (7.5) percent.
43
44 (v) Effective the first full payroll period after September 30, 2023, the
45 Firefighter member contribution shall increase from seven and one-
46 half (7.5) percent to eight (8) percent.

1
2 (vi) Effective the first full payroll period after September 30, 2024, the
3 Firefighter member contribution shall increase from eight (8)
4 percent to eight and one-half (8.5) percent.

5
6 ~~(ivvii)~~ During DROP, the Firefighter member shall contribute four (4)
7 percent of earnings, with three (3) percent credited to the member's
8 DROP account and one (1) percent applied to the Pension Plan.

9
10 (2) *Duration.* The village shall pick-up, rather than deduct from each member's
11 pay, beginning with the date of employment, two (2) percent of the
12 member's basic compensation. The monies so picked-up shall be deposited
13 in the fund on a monthly basis. An account record shall be maintained
14 continuously for each member. Pick-up contributions shall continue until
15 death, disability or termination of service, whichever shall occur first.
16 Contributions shall remain in the fund unless withdrawn as provided in the
17 plan. No member shall have the option to choose to receive the contributed
18 amounts directly instead of having them paid by the village directly to the
19 plan. All such pick-up contributions by the village shall be deemed and be
20 considered as part of the member's accumulated contributions and subject
21 to all provisions of the plan pertaining to accumulated contributions of
22 members. The intent of this provision is to comply with Section 414(h)(2)
23 of the Internal Revenue Code. For paying Social Security taxes, and for such
24 other purposes except as specified in this plan, the amount of employee
25 contributions "picked-up" or paid by the village will be added to the amount
26 distributed on a current basis in order to determine total wages, salary, pay
27 or compensation. In the event that the employer agrees to assume and pay
28 member contributions in lieu of direct contributions by the member, such
29 contributions shall accordingly be paid into the plan on behalf of the
30 members. No member subject to such agreement shall have the option of
31 choosing to receive the contributed amounts directly instead of having them
32 paid by the employer directly to the plan. All such contributions by the
33 employer shall be deemed and considered as part of the member's
34 accumulated contributions and subject to all provisions of this plan
35 pertaining to accumulated contributions of members. The intent of this
36 language is to comply with section 414(h)(2) of the Internal Revenue Code.

37
38 (3) *Interest.* Interest shall be credited to member contributions as of September
39 30 of each year at a rate equal to the change in the consumer price index,
40 published by the U.S. Bureau of Labor Statistics, over the twelve-month
41 period ending on the previous June 30. The maximum rate for any year shall
42 be seven (7) percent and the minimum rate shall be zero (0) percent.

43
44 (4) *Guaranteed refund.* All benefits payable under this plan are in lieu of a
45 refund of accumulated contributions. In any event, however, each member

1 shall be guaranteed the payment of benefits on his behalf at least equal in
2 total amount to his accumulated contributions.

3
4 * * *

5
6 Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village
7 Code of Ordinances not expressly amended as set forth above shall remain unchanged by the
8 adoption of this Ordinance.

9
10 Section 4. The provisions of this Ordinance shall become and be made part of the Code
11 of the Village of North Palm Beach, Florida.

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

16
17 Section 6. All ordinance or parts of ordinances and resolutions or parts of resolutions
18 of the Village of North Palm Beach, Florida, which are in conflict with this Ordinance are hereby
19 repealed to the extent of such conflict.

20
21 Section 7. This Ordinance shall be effective immediately upon adoption.

22
23 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

24
25 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
26 2022.

27
28
29
30 (Village Seal)

MAYOR

31
32
33
34 ATTEST:

35
36 _____
37 VILLAGE CLERK

38
39 APPROVED AS TO FORM AND
40 LEGAL SUFFICIENCY:

41
42 _____
43 VILLAGE ATTORNEY
44

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Village Council Members

FROM: Andrew D. Lukasik, Village Manager

DATE: April 14, 2022

SUBJECT: **ORDINANCE 2nd Reading** – Modification of On Street Parking Regulations in the vicinity of Lakeside Park

Village staff recommends approval of an ordinance modifying on-street parking regulations in the vicinity of Lakeside Park.

Background:

Lakeside Park is an attractive and popular beach-front park tucked within a residential neighborhood. Because of the number of people who make their way to the park on a regular basis, parking has been an issue as the parking lot's capacity is limited. This resulted in visitors resorting to the use of on-street parking in the residential neighborhood.

In December 2018, the Village adopted parking restrictions that limited on-street parking on weekends and holidays on several streets in the neighborhood surrounding Lakeside Park.

The Village is evaluating possible parking restrictions that affect Lakeside Park itself in an effort to improve accessibility to residents.

Village staff is recommending adoption of this ordinance before considering parking restrictions at the Park as it could address some of the impacts felt by nearby residents. The ordinance being considered will extend the restrictions beyond weekends and holidays, will reduce the number of streets impacted and provides for exceptions for neighborhood residents and their guests through the use of a Village issued pass.

Ordinance Details:

The ordinance is more restrictive in that on-street parking will not be permitted at any time. The only exception is for residents and their guests on the effected streets who can park with the use of a Village issued parking pass.

The streets that will have the on-street parking restrictions will be: Lighthouse Drive between US1 and Lakeside Drive, Lakeside Circle, Lakeside Drive from the southerly right-of-way line of Cruiser Road South south to Atlantic Road, the east-west section of Atlantic Road, and Lakeside Court.

Lastly, the ordinance formally introduces the use of a Village issued parking pass to create the on-street parking exception for residents.

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

At its March 24, 2022 meeting, the Village Council adopted the Ordinance on first reading with a slight modification to the language set forth in Section 18-34.1(b) concerning guest passes.

Recommendation:

Village staff requests Council consideration and approval on second and final reading of the attached Ordinance modifying on-street parking restrictions in the vicinity of Lakeside Park.

1 described roadways located within the corporate limits of the Village of North
2 Palm Beach, Florida:

3
4 State Road A-1-A;

5
6 Prosperity Farms Road;

7
8 U.S. Highway # 1 (SR #5);

9
10 Northlake Boulevard;

11
12 800 Block of Lighthouse Drive;

13
14 North side of Lighthouse Drive between Lighthouse Bridge and one hundred
15 (100) feet east of the east right-of-way line of Lagoon Drive;

16 North Anchorage Drive from Eastwind Drive to U.S. #1 (SR #5);

17
18 South Anchorage Drive and Eastwind Drive adjacent to the North Palm Beach
19 Elementary School property only during the period starting one (1) hour prior
20 to and ending one (1) hour after published school hours inclusive;

21
22 Southerly most four hundred (400) feet of the westerly road right-of-way of
23 Castlewood Drive adjacent to the First Church of Christ Scientist.

- 24
25 (b) From sunrise to sunset ~~on weekends and legal holidays~~, the parking of any
26 vehicle is hereby prohibited upon the paved or unpaved area of the road right-
27 of-way of the following described roadways (or portions thereof) located
28 within the corporate limits of the Village of North Palm Beach, Florida unless
29 said vehicle is operated by a resident of the adjacent property or a guest of a
30 resident of the adjacent property and displays a valid guest pass issued by the
31 village;

32
33 Lakeside Drive from the southerly right-of-way line of ~~Anchorage Drive North~~
34 Cruiser Road South south to Atlantic Road;

35
36 Atlantic Road (east-west portion only);

37
38 Lakeside Court;

39
40 Lakeside Circle; and

41
42 Lighthouse Drive from U.S. Highway One to Lakeside Drive;

43
44 ~~Buoy Road~~;

45
46 ~~Cruiser Road South~~;

47
48 ~~Cruiser Road North~~;

1
2 ~~Dory Road South; and~~

3
4 ~~Dory Road North.~~

5
6 Notwithstanding the foregoing, residents may continue to park boats and boat
7 trailers and recreational vehicles and trailers in the swales of these roadways
8 on a temporary basis to the extent authorized by sections 18-35 and 18-35.1 of
9 this article.

10
11 * * *

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

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

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

22
23 Section 6. This Ordinance shall be effective immediately upon adoption.

24
25 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

26
27 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
28 2022.

29
30
31
32 (Village Seal)

MAYOR

33
34
35 ATTEST:

36
37 _____
38 VILLAGE CLERK

39
40 APPROVED AS TO FORM AND
41 LEGAL SUFFICIENCY:

42
43 _____
44 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chad Girard, P.E., Assistant Director of Public Works

DATE: April 14, 2022

SUBJECT: **MOTION** – Accepting the ranking by the Selection Committee for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract and authorizing Staff to commence negotiation of an Agreement with Hazen and Sawyer.

Village Staff is recommending Council approval of the Selection Committee's ranking of the firms submitting qualification statements in response to the Village's Request for Qualifications (RFQ) for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract.

Background:

In 2016, the Village Council adopted the Citizens' Master Plan. The Plan was the result of a citizen engagement process and intended to guide the next era of growth and development in the Village of North Palm Beach. One of the priority projects identified by the Plan was the creation of a stormwater utility that would finance repairs and improvements, including enhancement of water quality, to the Village's stormwater system. At that time, it was recognized that the Village's aging system needed to be maintained to deliver reliable protection of property and enhance the quality of stormwater runoff into the Village's canals and the Lake Worth Lagoon.

Based upon the Citizens' Master Plan recommendation, the Village conducted an exploratory study to provide information and data related to the establishment of a stormwater fee structure to fund needed stormwater activities and improvements within the Village. Following the completion of a fee study by Hazen & Sawyer, the Village's Stormwater Utility and Stormwater Fund was established in July 2021 and the Non-Ad Valorem Stormwater Fee was approved in September, 2021.

With the stormwater fee in place, the Village Council identified the development of a Stormwater Master Plan as a priority action item in the FY 2022 Strategic Plan. The Stormwater Master Plan will complete the necessary evaluation of the existing stormwater system to identify vulnerabilities and recommend the most economic and feasible approach to addressing the needs of the system. Specifically, the Master Plan will recommend implementation of necessary stormwater system improvements to address conveyance and water quality deficiencies as well as strategies for sea level and storm vulnerability impacts. To that end, Village staff initiated the process to select a consultant to develop the Stormwater Master Plan through the Consultants' Competitive Negotiation Act (CCNA) process.

Request for Qualifications (RFQ) Process:

In accordance with Section 287.055, Florida Statutes (CCNA), the Village issued an RFQ on December 21, 2021 in an effort to identify the most qualified firm to provide stormwater master plan modeling and design services to the Village.

A Selection Committee consisting of Village Manager Andy Lukasik, Director of Public Works Chuck Huff, Assistant Director of Public Works Chad Girard, Streets and Stormwater Manager Ken Hern, and Village resident Ellen Allen (Environmental Committee Board Member) participated in the initial review of the qualification statements. The following five firms submitted their qualification statements on January 26, 2022:

- Hazen and Sawyer,
- Kimley-Horn,
- Baxter & Woodman,
- Keith, and
- South Florida Engineering and Consulting, LLC.

Based upon the Committee's review of the qualification statements submitted by each firm, the Committee shortlisted Hazen and Sawyer and Kimley-Horn at the Committee's meeting on March 1, 2022 and invited both firms to make presentations to the Committee.

On March 30, 2022, the Committee received presentations from the two shortlisted firms. Although both firms are extremely experienced and well qualified, the Committee selected Hazen and Sawyer as the firm that will best be able to address the Village's needs as part of a Stormwater Master Plan. Hazen demonstrated an excellent understanding of the Village's stormwater system and showed a knowledge of how to plan for future needs addressing community flood vulnerabilities as well as securing alternate sources of funding for the project.

In accordance with the requirements of the RFQ issued by the Village, Staff is requesting Village Council's authorization to commence competitive negotiations with Hazen and Sawyer as this was the Evaluation Committee's top-ranked firm. If Staff is unable to negotiate an agreement, Staff will terminate negotiations with Hazen and Sawyer and begin negotiations with Kimley-Horn, the second-highest ranked firm. If negotiations fail with both Hazen and Sawyer and Kimley-Horn, the Committee ranked Baxter & Woodman as the third-highest ranked firm.

Recommendation:

Village Staff recommends Council consideration and approval of a motion accepting the Selection Committee's ranking of Hazen and Sawyer as the top-ranked firm and authorizing Staff to commence negotiations for the completion of a Stormwater Master Plan with the top-ranked firm. If Staff is unable to negotiate an agreement with the top-ranked firm, Staff will terminate negotiations and move down the list to the next highest-ranked firm as required by the CCNA.

Stormwater aster Plan Modeling & Design Implementation Contract

RFQ #2022-100

Scoring	#1	#2	#3	#4	#5	Total	Rank
Baxter & Woodman	87	65	80	80	84	396	3
Keith	82	70	61	86	83	382	5.
Kimley-Horn	90	86	89	88	85	438	2.
Hazen	93	91	96	96	89	465	1
South Florida Engineering & Consulting	63	78	74	97	78	390	4

29th Afternoon. - 1:30 pm
30th & 2:30 pm

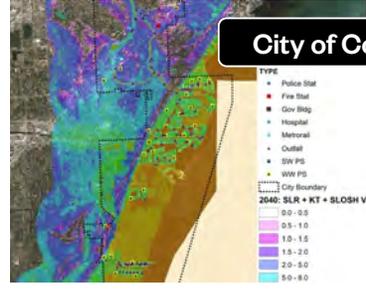
Hazen



Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract

Interview | RFQ No. 2022-100 | March 30, 2022

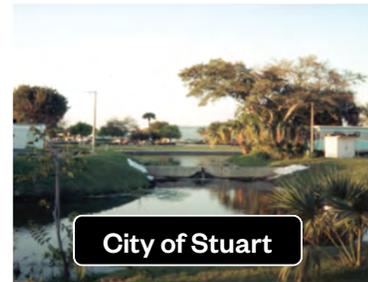
Hazen and Sawyer is a leader nationally, regionally, and locally in the areas of stormwater management and climate resiliency



Our clients range from small municipalities to large metro regions.



Our projects are tailored to specific needs.



Our Team



Our proposed leadership team has proven South Florida success in stormwater planning, modeling, design, permitting, and construction management

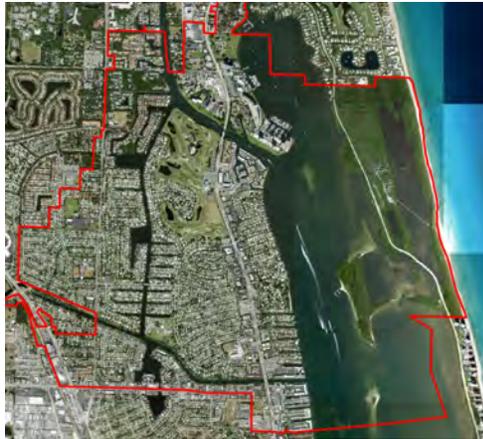


	 Robert Taylor, Jr., PE Project Director	 Lucia Medina, PE Project Manager	 Richard Pryce, PSM Data Collection Lead	 Guillermo Regalado, PE Modeling/Planning Lead	 Jennifer McMahon, PE Design, Permitting, CMS Lead
Fort Lauderdale Stormwater Master Plan Modeling and Design Implementation	✓	✓	✓	✓	✓
Oakland Park Stormwater Master Plan and Flood Vulnerability Assessment	✓	✓		✓	
Town of Jupiter General Engineering Services for Stormwater and Capital Improvements	✓	✓			
City of Coral Gables General Consultant	✓	✓		✓	
City of Margate Phase 1 Stormwater Master Plan (ongoing)	✓	✓		✓	
Broward County Countywide Risk Assessment and Resilience Plan (recent selection)	✓	✓	✓	✓	✓

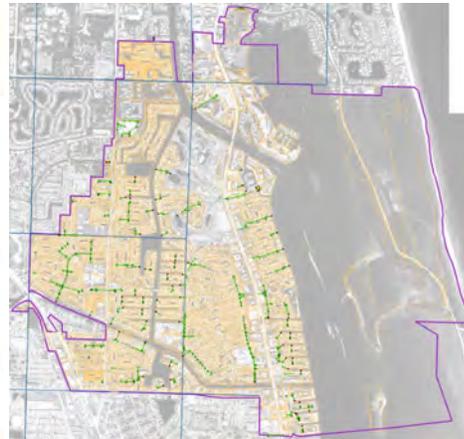
We have a good understanding of the Village's stormwater system and overall program



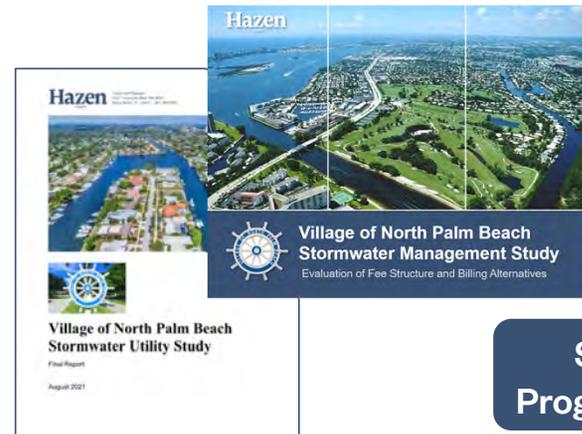
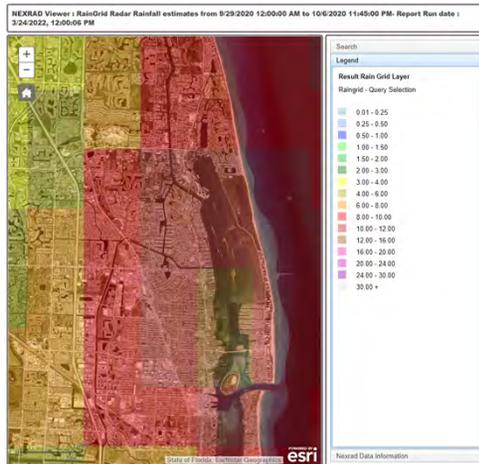
Physical Characteristics



Stormwater Infrastructure



Climatological Conditions



Stormwater Program & Funding

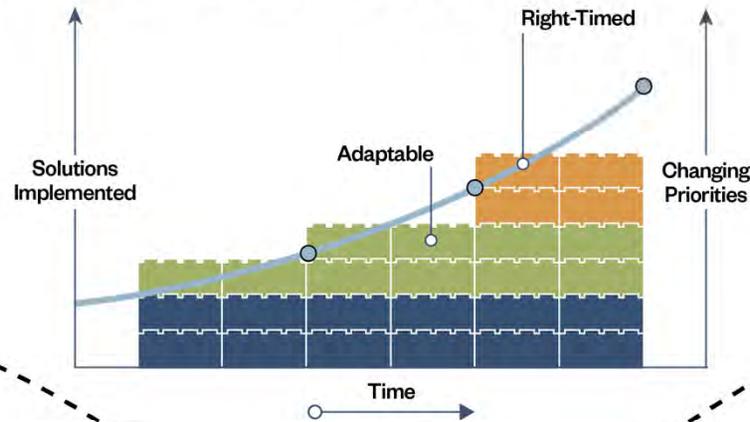
Our right-timed, right-sized approach allows a fiscally responsible means of tackling your priorities



Aging/Failing infrastructure



IMPLEMENTATION OF ADAPTABLE SOLUTIONS



Water quality and environmental protection



Future flood protection (SLR/storm surge)



Tidal flooding in low areas

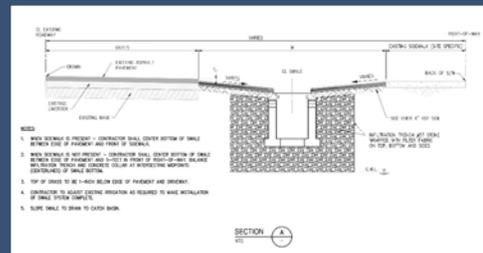
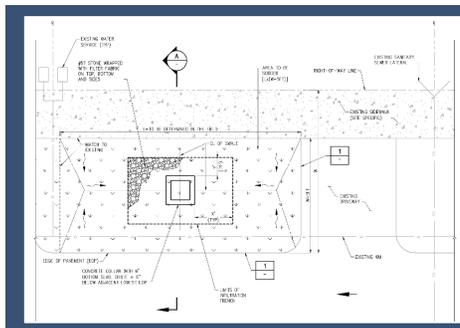
Aging and failing infrastructure is foremost amongst the Village's stormwater-related priorities



Water quality and nuisance flooding can be addressed via swale grading and rehab



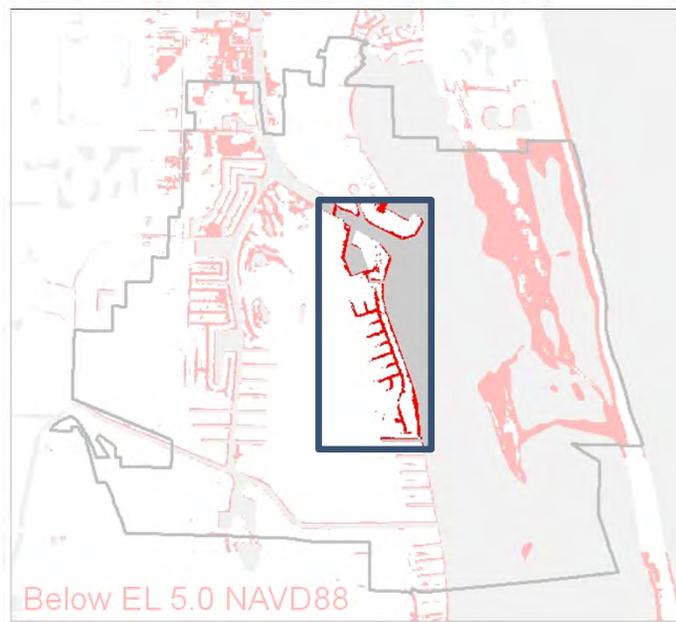
Residential portions of the Village depend heavily on swale drainage for water quantity and quality.



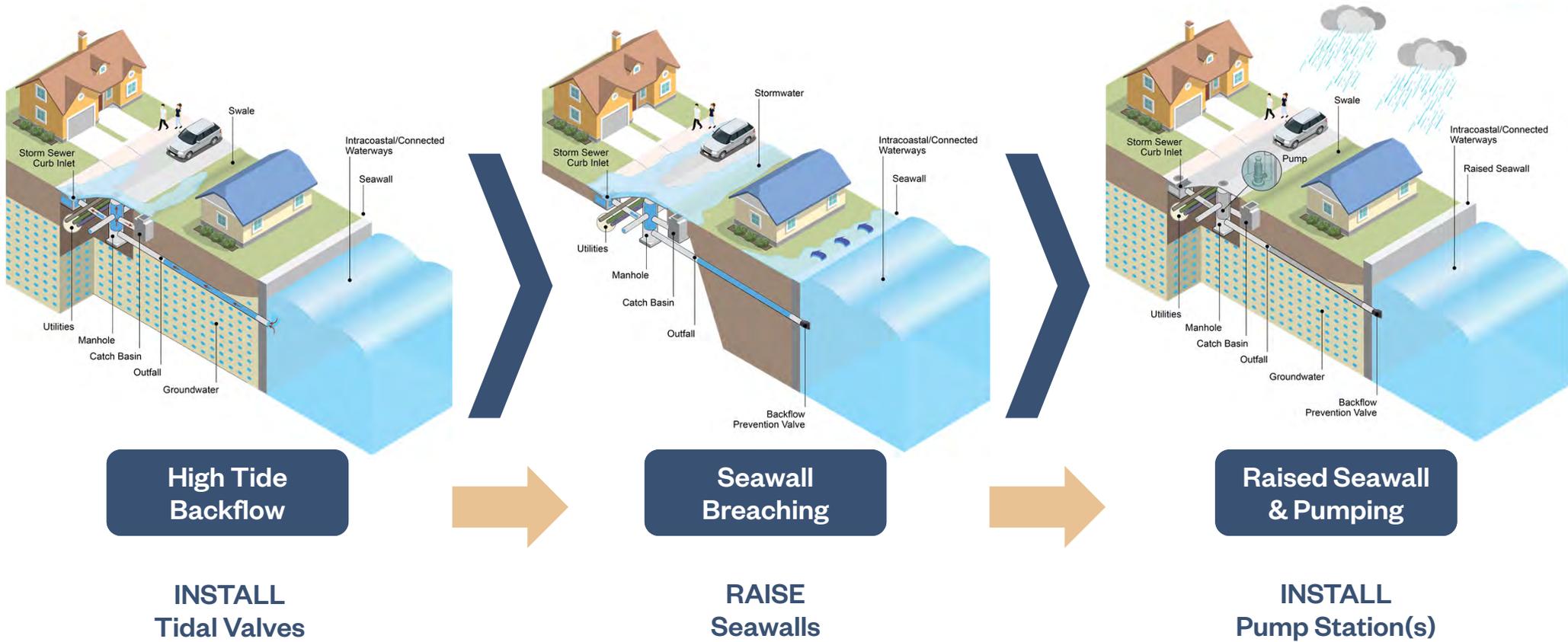
Addressing flooding issues and coastal protection is important at the Country Club and Village Parks respectively



Planning for future climate conditions is necessary and timely



Planning for future climate conditions is necessary and timely





Project Approach



Our approach is founded in having delivered this same scope of work



Stormwater Master Plan Modeling and Design Implementation Scope of Services	Village North Palm Beach	City of Fort Lauderdale
Develop Community Outreach Program	✓	✓
GIS Database Validation and Data Gap Analysis	✓	✓
Data Collection	✓	✓
GIS Database Update and Integration with Asset Management Software	✓	✓
Existing H&H Model (development, execution, and post-processing)	✓	✓
Level of Service Analysis	✓	✓
Develop Capital Improvement Projects (CIPs)	✓	✓
Proposed H&H Model (development, execution, and post-processing)	✓	✓
Develop Cost Estimates for Final CIPs	✓	✓
Obtain Conceptual/Construction Permits for CIPs	✓	✓
Design CIPs	✓	✓
Construct CIPs	✓	✓



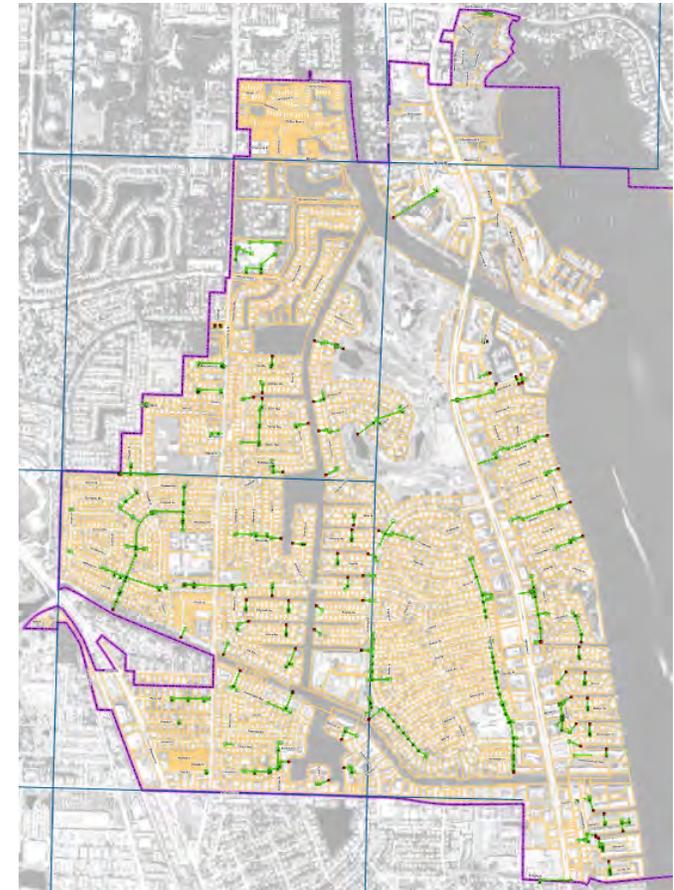
Our data collection approach, GIS validation, and organization have been well honed with partner CTA

- We know your Stormwater GIS from the Utility Study
- Ready protocols and procedures for efficient additional data collection
- Experience incorporating many clients' GIS data into asset management systems of various types

OBJECTID*	SHAPE*	Facilit
6888	Point	
10000	Point	
10005	Point	
10006	Point	
6884	Point	
6882	Point	
7044	Point	
153	Point	
154	Point	
155	Point	

Inventory Class	GPS Collected Date
-foot	10/15/2001 7:07:00 PM
silt Converted (< 1-	10/15/2001 7:30:00 PM
silt Converted (< 1-	10/15/2001 7:43:00 PM
-foot	10/15/2001 7:44:00 PM
-foot	10/16/2001 11:14:00 PM
-foot	10/16/2001 11:21:00 PM
-foot	10/16/2001 11:29:00 PM
-foot	10/16/2001 1:50:00 PM
-foot	10/16/2001 1:50:00 PM
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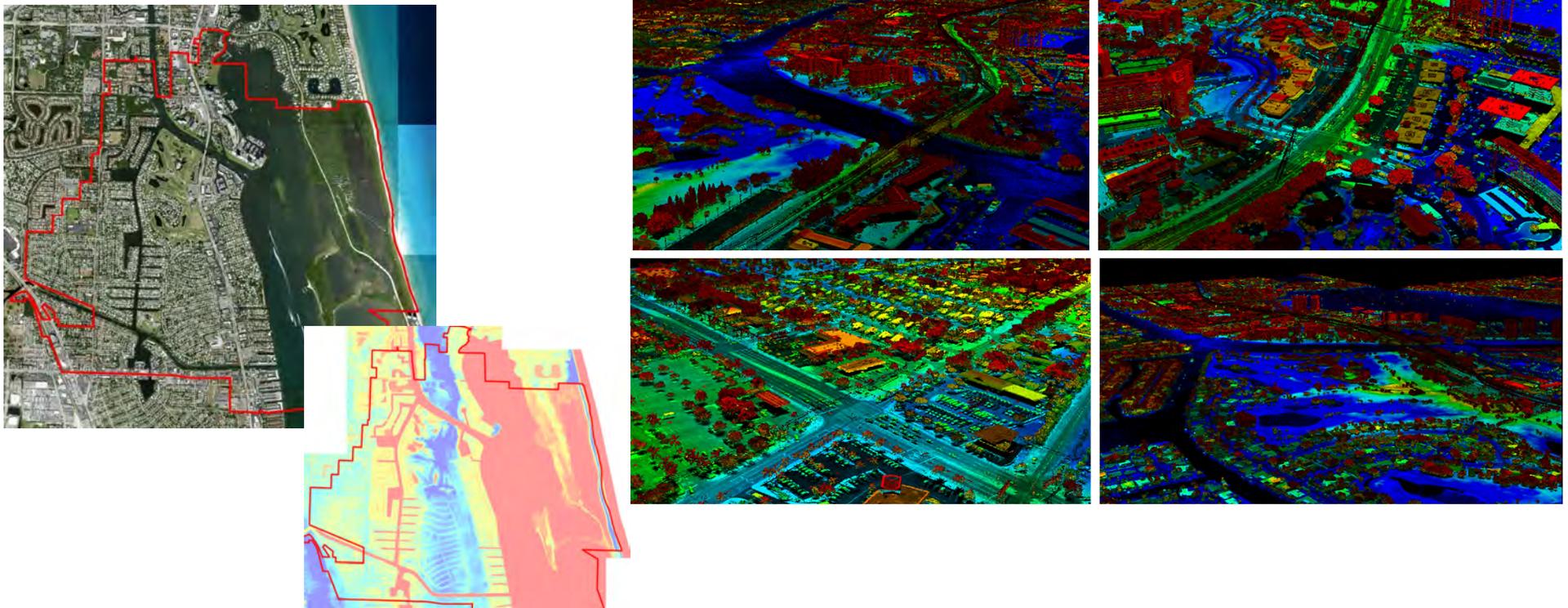
Attributes field surveyor for over 5,000 stormwater features



Our vetted data collection process provides time savings efficiencies.



In addition, we have already obtained Village aerial photogrammetry, LiDAR, and Digital Elevation Model (DEM)



The foundation of your hydrologic/hydraulic model will be the DEM derived from PBC LiDAR.

We use a variety of Hydrologic & Hydraulic modeling software packages, and believe ICPRv4 is ideal for the Village



Ease of use and wide application in the industry (especially in FL)



Easy data integration from/to GIS



Well known to permitting agencies (benefits reviews)

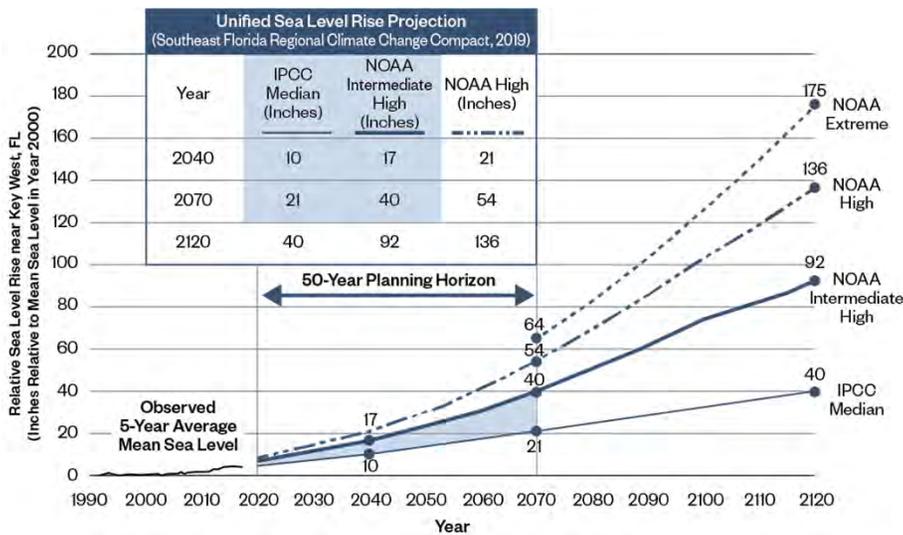


Convenient for occasional users

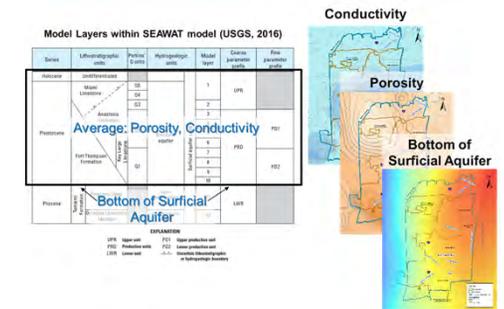
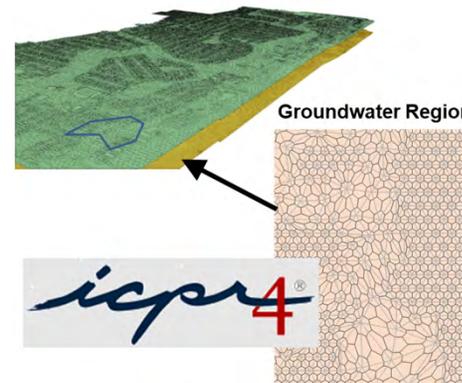
Boundary conditions for other South Florida stormwater plans will be leveraged to save time and money



Fully consistent with Southeast Florida Regional Climate Compact



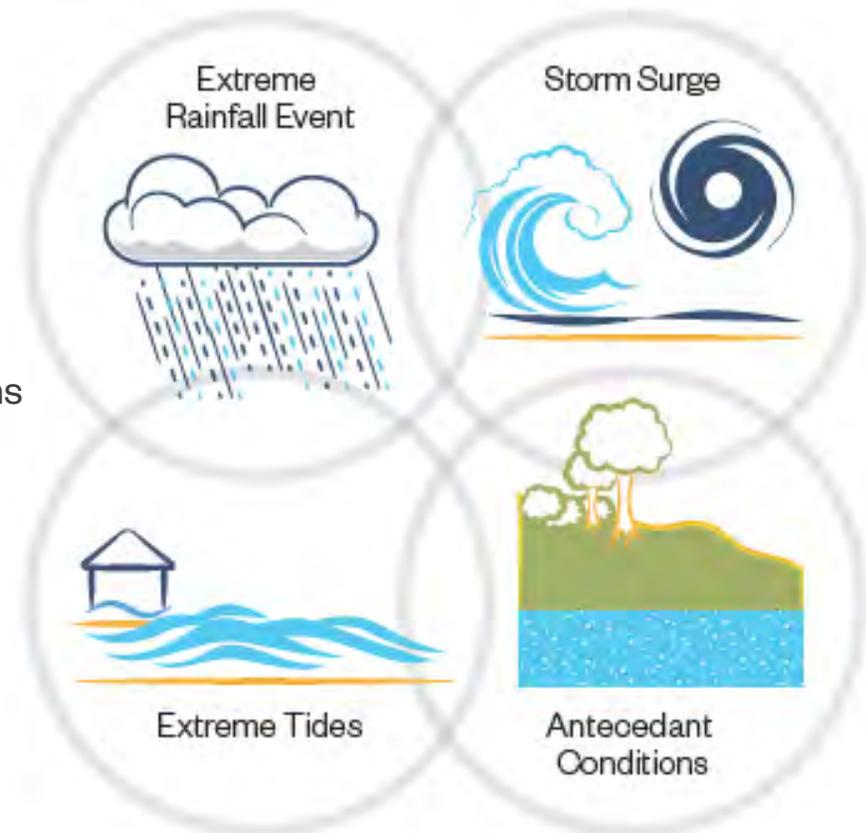
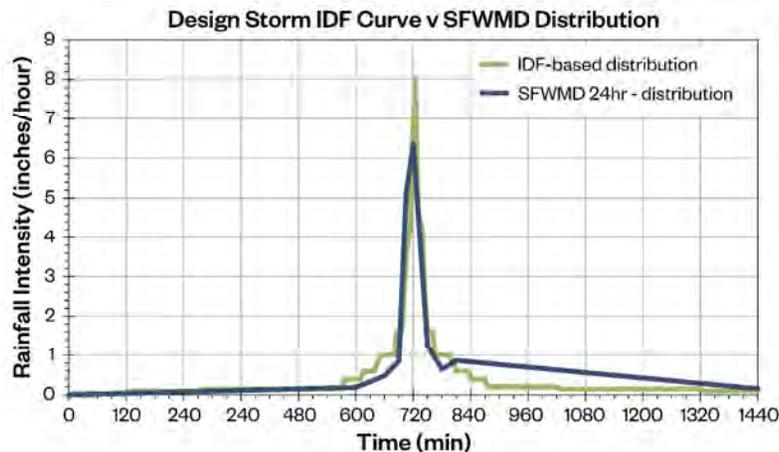
Allow us to reflect SLR impacts on future surface and groundwater conditions





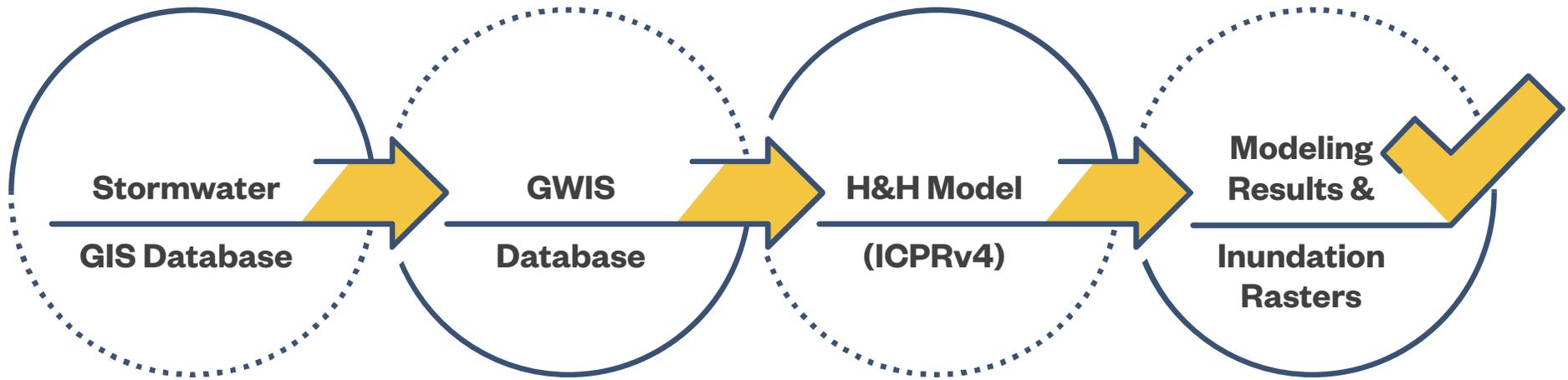
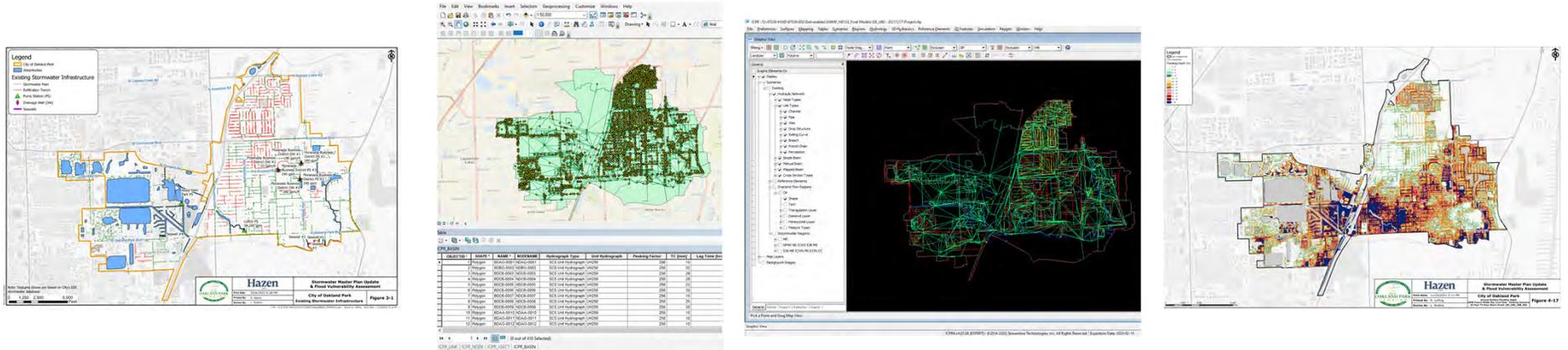
Model simulations will address an array of possible conditions and uncertainties

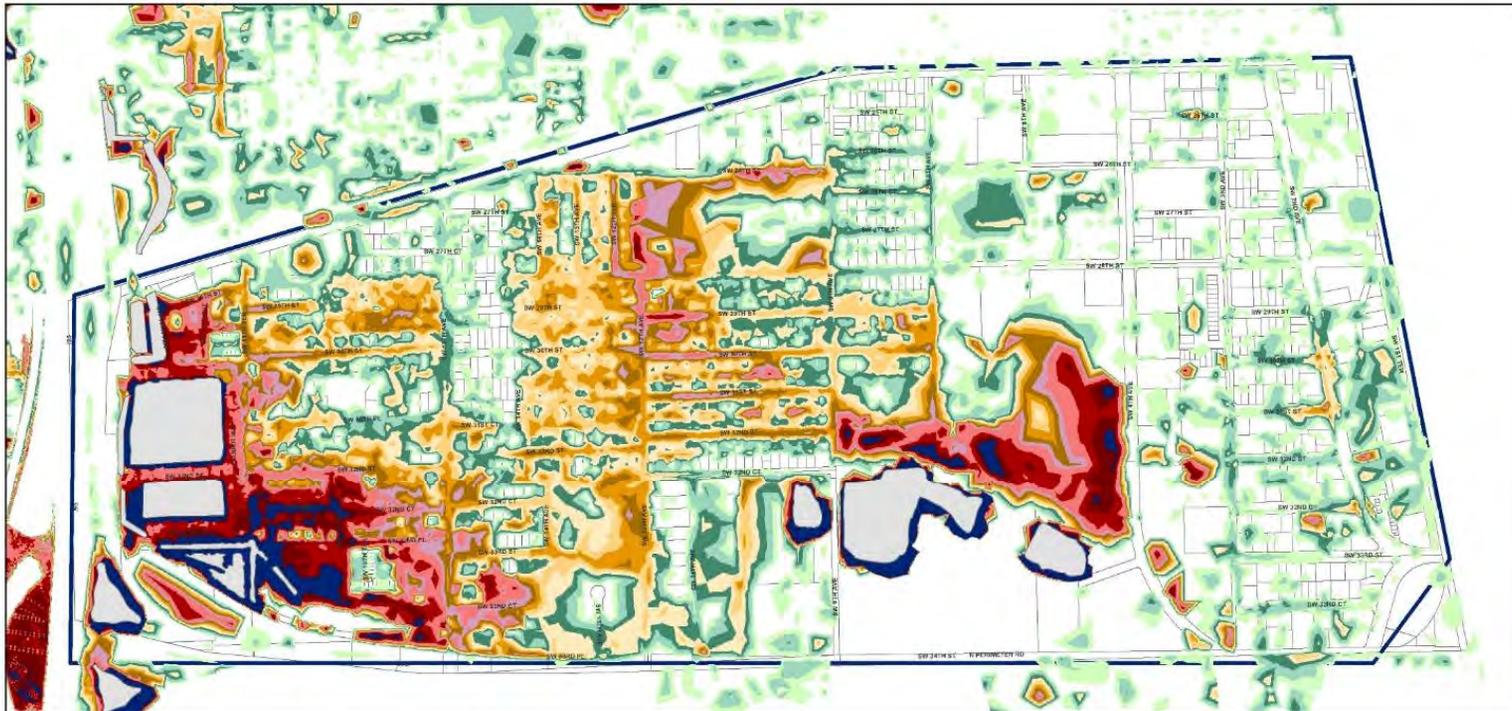
- King Tides & Storm Surge
- Sea Level Rise & High Groundwater Table
- Varying Climatological Conditions:
 - Change in Design Storm Events (5 yr., 10 yr.)
 - Increase of Rainfall Intensity
 - Use a Temporal Distribution that fits the Drainage Conditions





Our modeling is focused on converting data into valuable insight

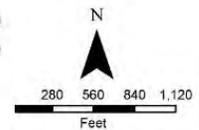


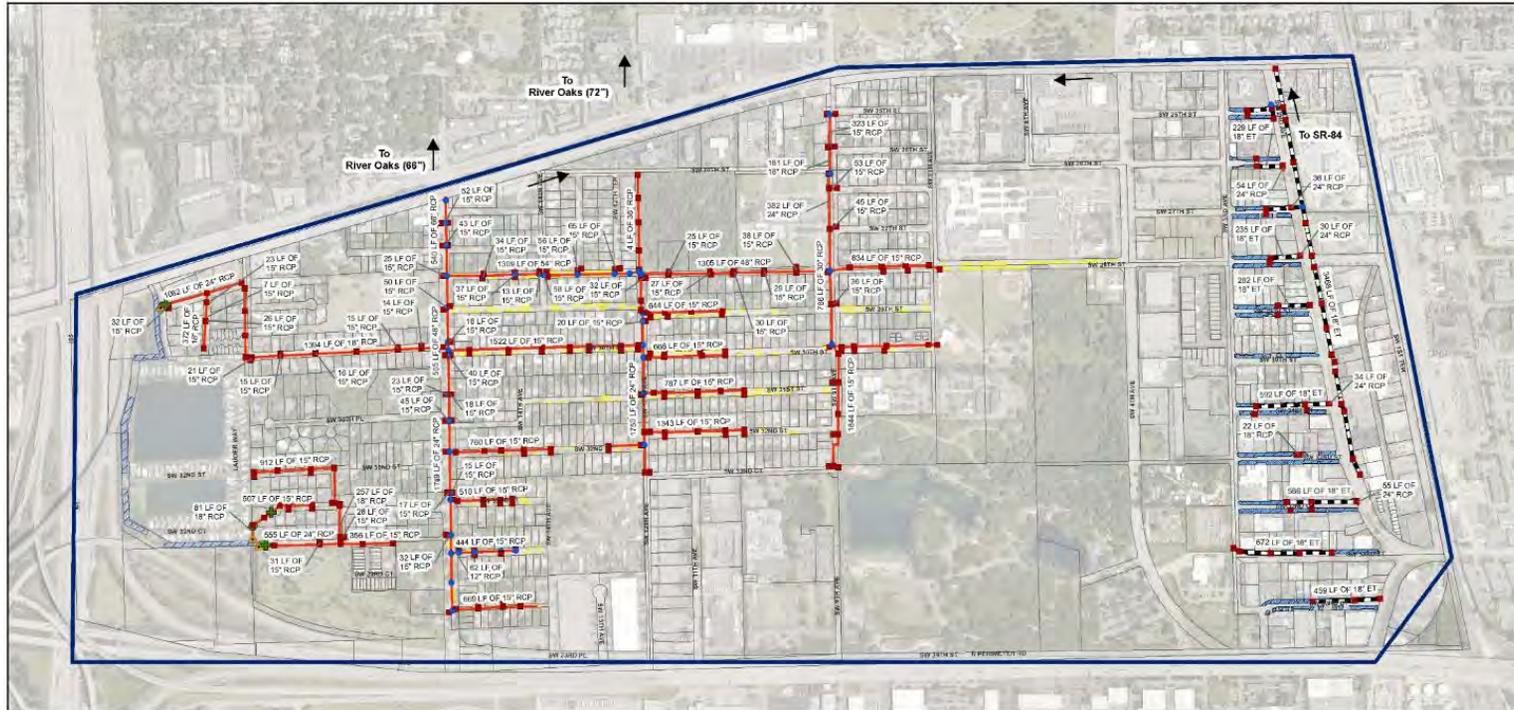


**Edgewood Ground Surface Flooding Depth
2060 Future Sea Level Rise - Pre-development
10 Year, 24 Hour Storm**

Legend

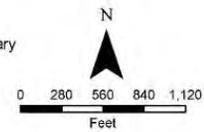
Edgewood	0.75 - 1.00	2.00 - 2.50
Waterbodies	1.00 - 1.25	2.50 - 3.00
0.00 - 0.10	1.25 - 1.50	3.00 - 3.50
0.10 - 0.25	1.50 - 1.75	> 3.50
0.25 - 0.50	1.75 - 2.00	
0.50 - 0.75		

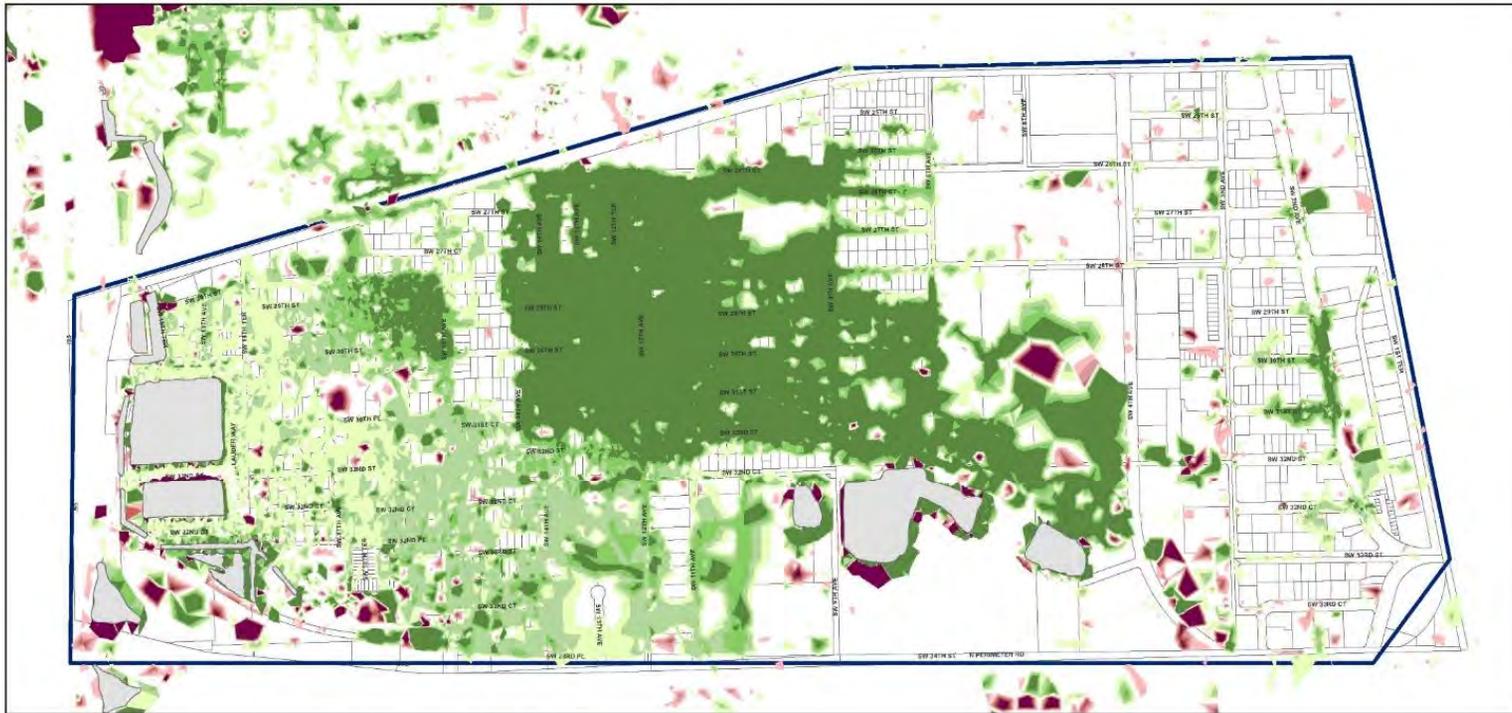




Edgewood Proposed Stormwater Improvements

- | | | | | |
|---------------------------|-----------------------|--------------------------------|-----------------------|----------------------------------|
| ■ Catch Basin | ● Backflow Preventers | --- Exfiltration Trench | ■ New/Restored Swale | ■ Created Wetland |
| ● Manhole | ◆ Drainage Wells | — Storm Sewer | ■ Permeable Pavement | ■ Edgewood Neighborhood Boundary |
| ▲ Outfall | ★ Pump Stations | RCP = Reinforced Concrete Pipe | ▨ Canal Improvements | □ Parcel |
| ⊕ Water Quality Structure | | ET = Exfiltration Trench | ■ Seawall Replacement | |
| | | CIP = Cast Iron Pipe | | |
| | | FM = Force Main | | |

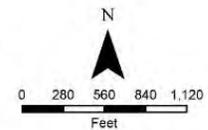




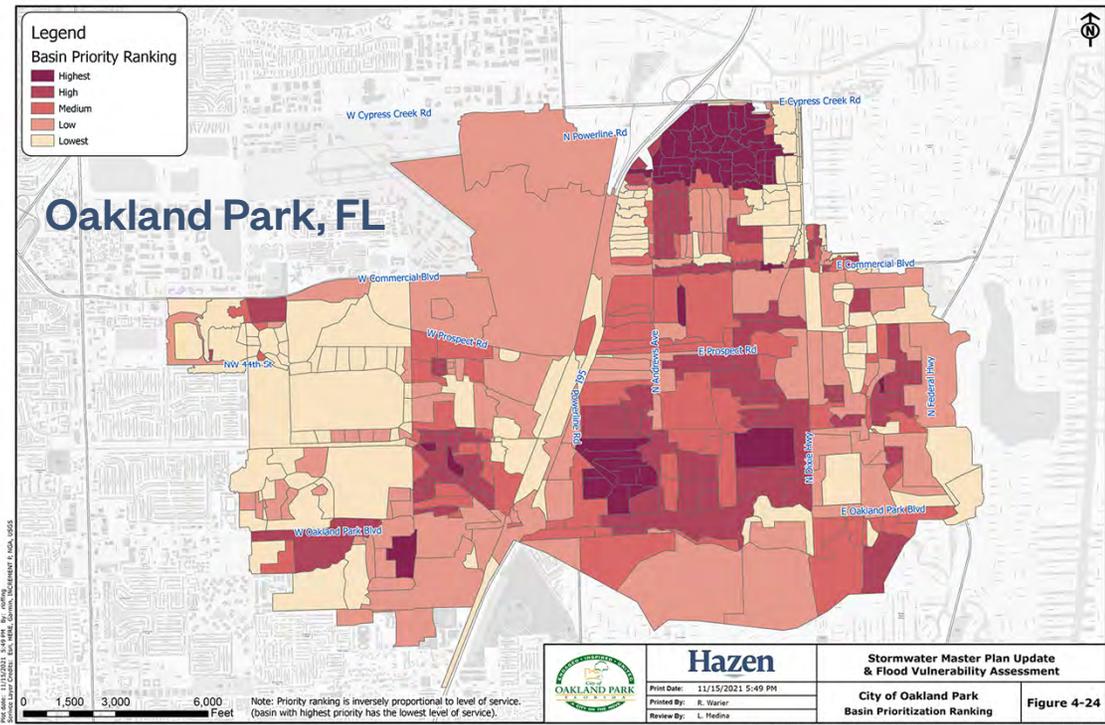
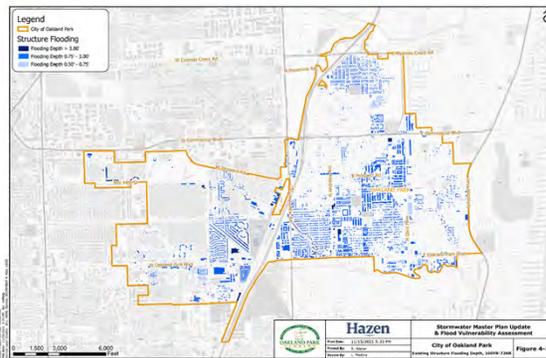
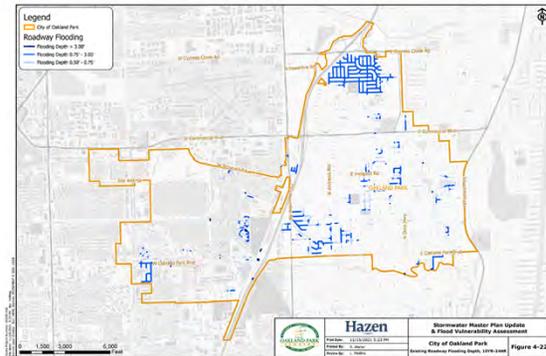
**Edgewood Ground Surface Flooding Depth Comparison
2060 Future Sea Level Rise - Pre- vs. Post- Development
10 Year, 24 Hour Storm**

Legend

Edgewood	-0.4 - -0.3	0.1 - 0.2
Waterbodies	-0.3 - -0.2	0.2 - 0.3
kd_u60c_10_sd	-0.2 - -0.1	0.3 - 0.4
<VALUE>	-0.1 - 0.1	> 0.4
< -0.5		
-0.5 - -0.4		



Our level of service approach to capital investment prioritization is critical to public acceptance



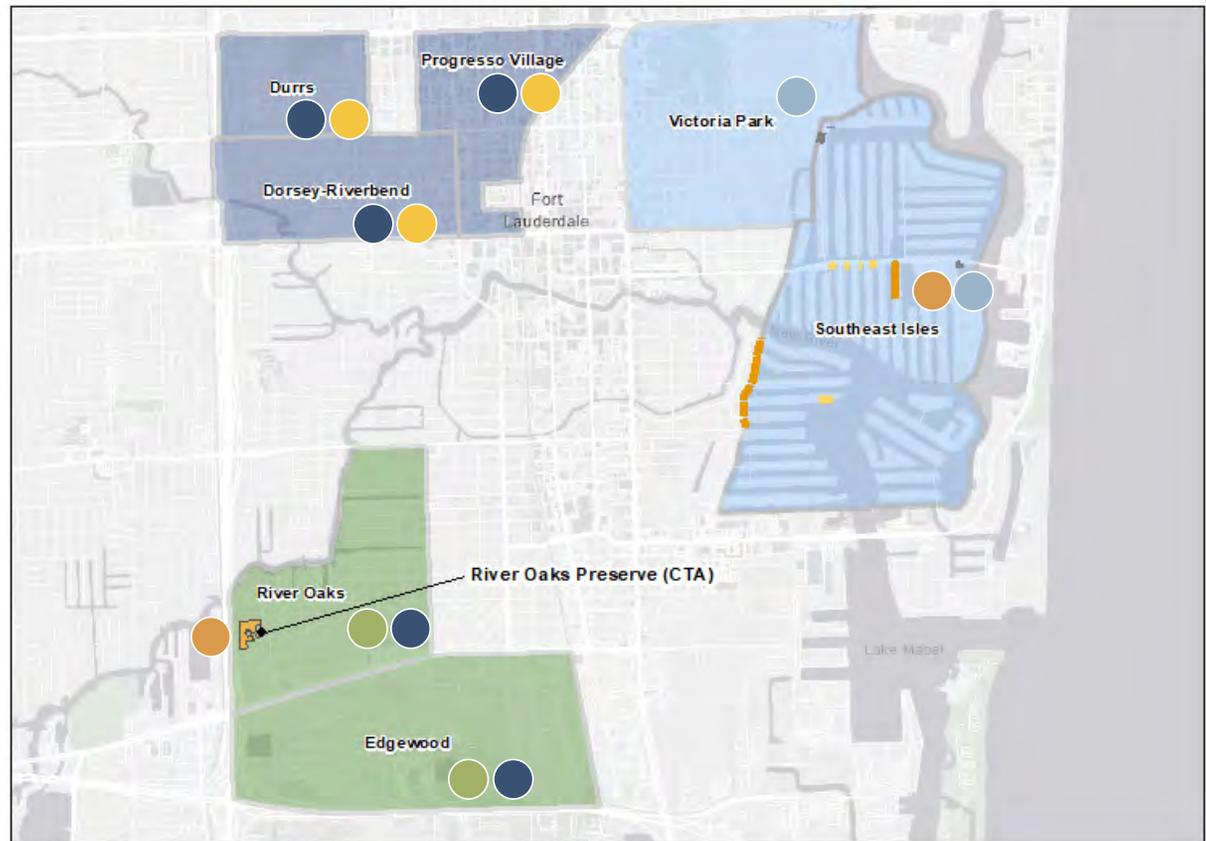
We use tools to streamline identifying vulnerabilities and to vet alternative solutions.



Conceptual permitting of the model-based CIP makes design implementation very smooth

Successfully used in FTL for ~\$200M in stormwater infrastructure investments

- Under Design Development
- Design Completed
- ERP/SWML Permits Obtained
- Under Construction
- Project Completed

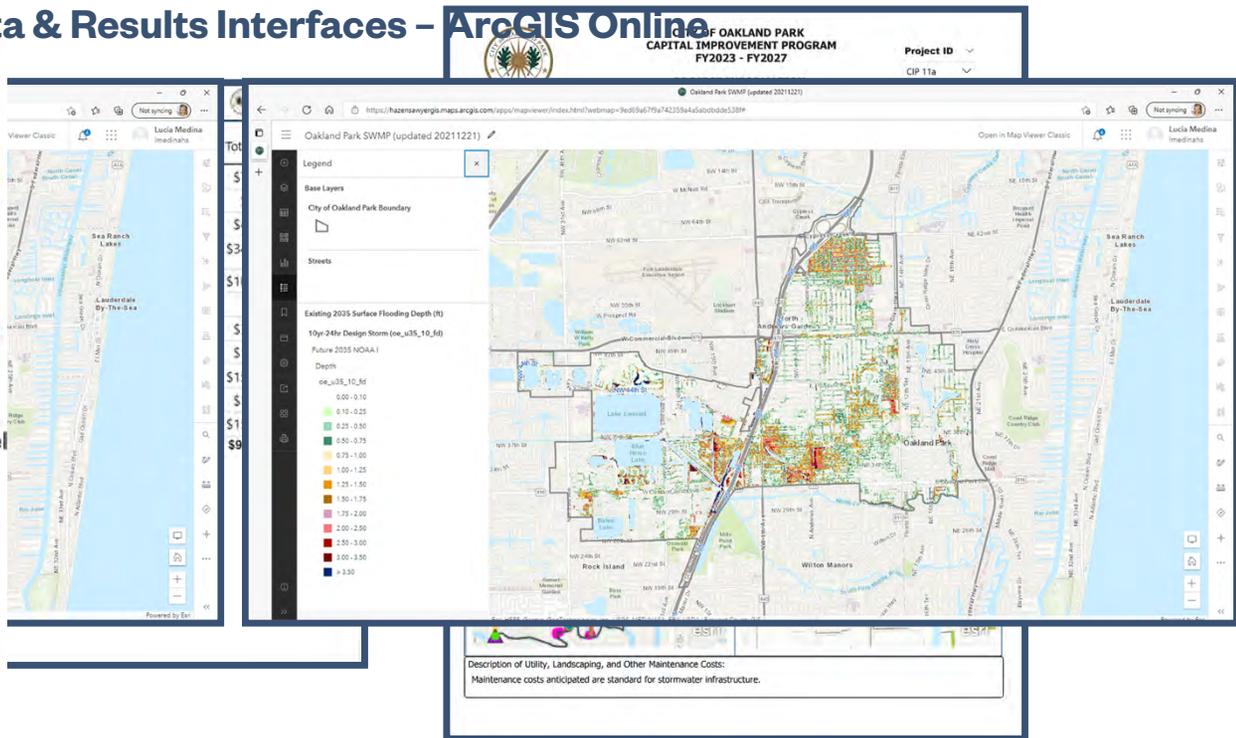
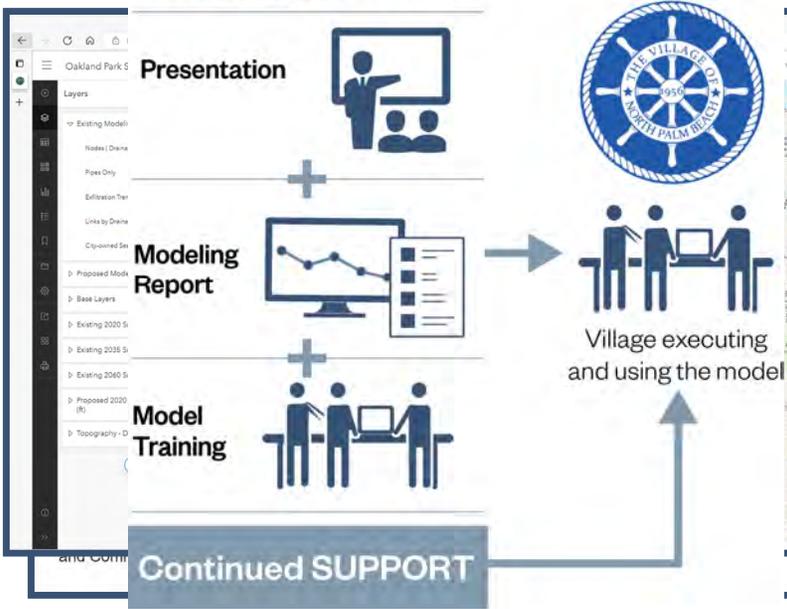


We have developed other means of adding value related to modeling and capital planning

Model Training – WCI Data, and Cost Estimates – PowerBI Dashboard

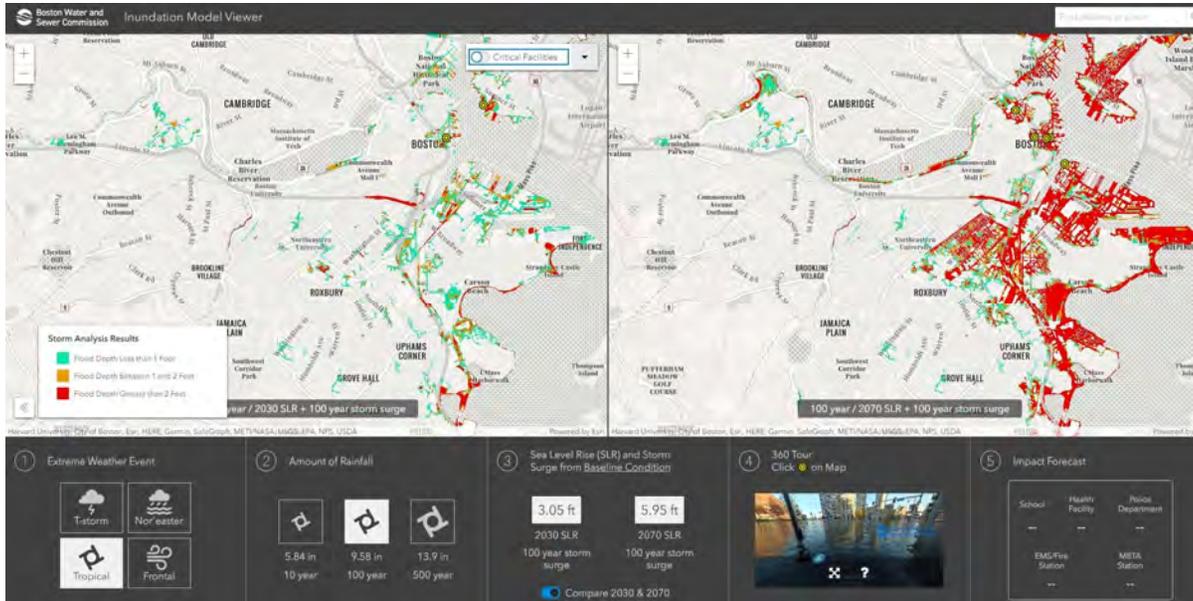
Modeling Data & Results Interfaces – ArcGIS Online

The Hazen Team





Public outreach and involvement is critical to program success



We use Hi-Tech/Hi-Touch elements to add value and support effective communication.

Hazen's desktop condition assessment projected R&R needs using industry standards and local experience



- **Expected service life**
 - Concrete pipe: 50 - 70 years
 - Corrugated metal pipe: 30 - 50 years
- **Cost-effective repair methods**
 - FDOT District 4 Contract
 - South Florida R&R programs
- **North Palm Beach Rate Study**
 - Provided R&R program funding options and associated costs

The Village's Existing Stormwater Assets

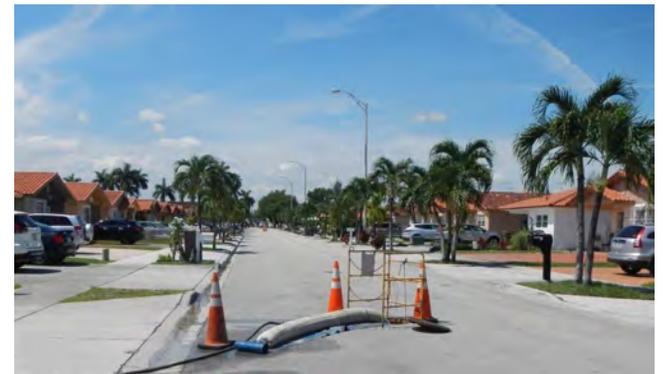
Diameter	Linear Feet	Asset Type	Count
≤ 12	1,591	Catch Basin	370
15	12,906	Curb Inlet	5
18	10,649	Pipe End Structure	6
24	9,735	Manhole	14
27	392	Weir	2
30	4,226	Outfall (6 are "Major Outfalls")	78
33	185		
36	4,048		
40	562		
42	1,351		
48	463		
54	173		
60	857		
Grand Total	47,325	Sum	475



The Village's selected program will minimize uncertainty and maximize efficiency over time



- Assumptions are replaced with data
- Decisions reflect **actual condition** of pipe and structures
- Budgeting is right-sized using defensible, condition-based information
- Proactive, well-timed interventions avoid more costly and disruptive reactive work

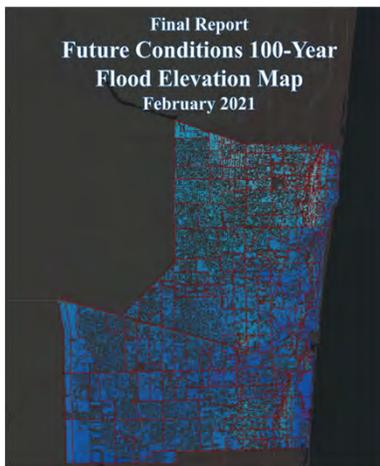




Capital investment alone will not solve your stormwater/resiliency challenges

- We will help develop policies and regulations to support infrastructure and operations/maintenance
- Forward-focused requirements for development/redevelopment
- Benefit from ground we are already covering elsewhere in South Florida

1	ORDINANCE NO. 2020-11
2	AN ORDINANCE OF THE BOARD OF COUNTY
3	COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4	PERTAINING TO TIDAL FLOOD PROTECTION;
5	CREATING ARTICLE XXV OF CHAPTER 39 OF THE
6	BROWARD COUNTY CODE OF ORDINANCES ("CODE");
7	ESTABLISHING TIDAL FLOOD BARRIER
8	INFRASTRUCTURE STANDARDS THAT ACCOUNT FOR
9	PROJECTED SEA LEVEL RISE; PROVIDING FOR
	ABATEMENT OF NUISANCE FLOODING; PROVIDING
	FOR REAL ESTATE SALE DISCLOSURES; AND
	PROVIDING FOR SEVERABILITY, INCLUSION IN THE
	CODE, AND AN EFFECTIVE DATE.
	(Sponsored by Vice-Mayor Steve Geller)



Isles of Palms, Before and After

Our Team has tremendous design capacity to deliver planned projects at whatever pace you desire



Cost Savings



Time Savings

We've already developed Standard Specs/Details, which can be quickly tailored to the Village.

Deep bench – delivered design of over 1,000 drawings (representing ~\$200M construction) for the City of Fort Lauderdale in about 18 months



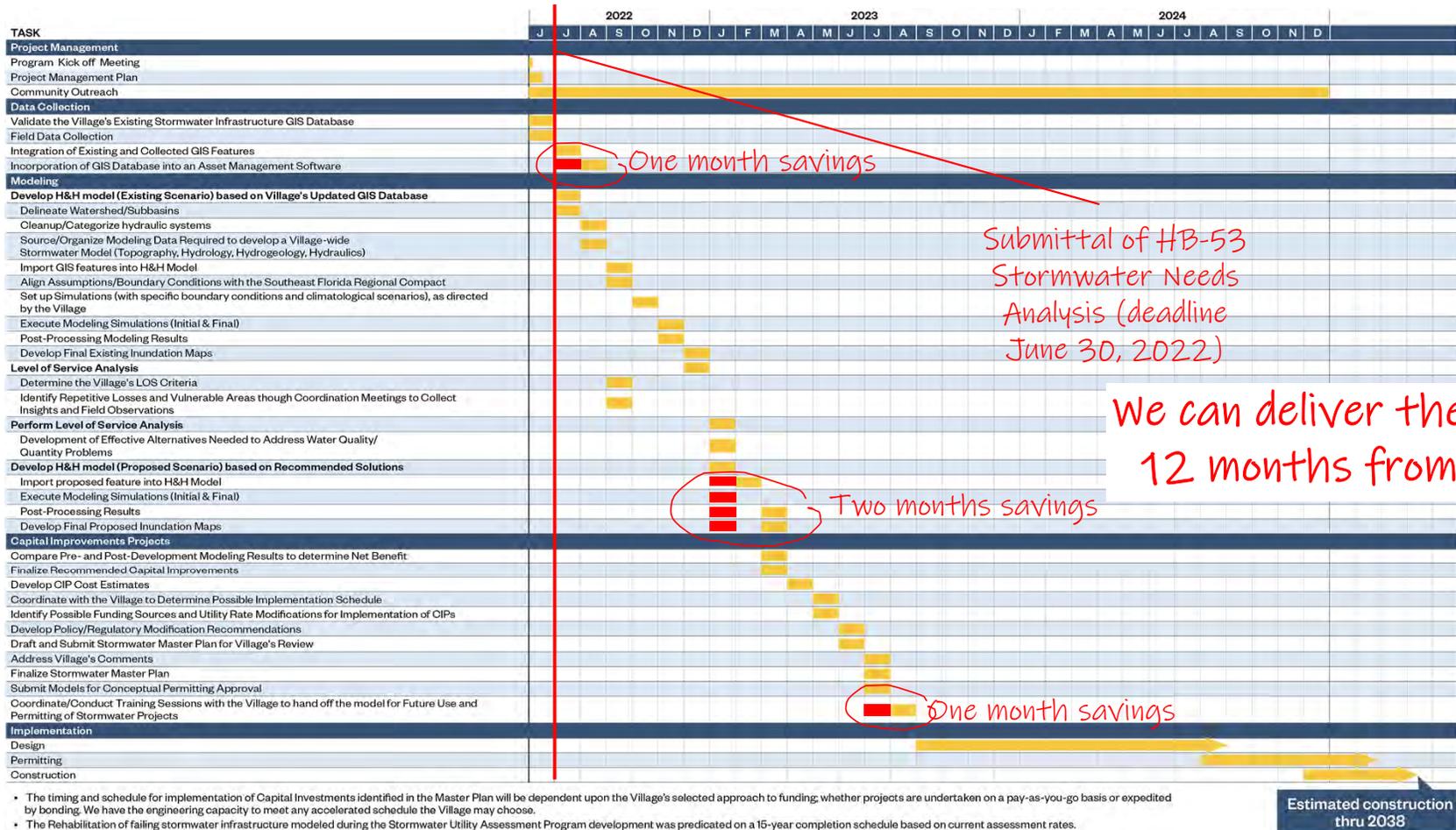
Close coordination with other Village infrastructure investments

Inventory of Designed Improvements for Fort Lauderdale

Improvement	Total	Unit
New Storm Sewer	103,435	LF
Replaced Storm Sewer	30,989	LF
Exfiltration Trench	21,264	LF
New/Restored Swale	75,455	SF
Drainage Wells	2	#
Water Quality Structures	11	#
Pump Stations	7	#
Backflow Preventers	148	#
Permeable Pavement	3,698	SY
Created Wetlands	9	AC
Seawall Replacement	5,612	LF
Canal/Creek Restoration	3,800	LF



Schedule

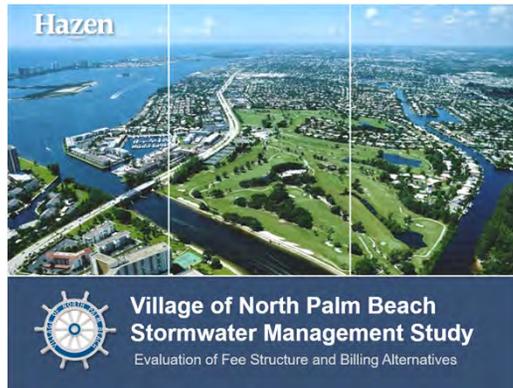


- The timing and schedule for implementation of Capital Investments identified in the Master Plan will be dependent upon the Village's selected approach to funding; whether projects are undertaken on a pay-as-you-go basis or expedited by bonding. We have the engineering capacity to meet any accelerated schedule the Village may choose.
- The Rehabilitation of failing stormwater infrastructure modeled during the Stormwater Utility Assessment Program development was predicated on a 15-year completion schedule based on current assessment rates.



We fully understand your Stormwater Assessment Program and how it can be adapted to incorporate the resulting CIP

- Use of Pay-Go or Bonding/Borrowing to fund Program
- Impacts of additional capital on:
 - Annual assessment per ERU
 - Duration to hold the selected rate
- Tailored rate program to meet Village objectives



Number of Years to Complete CIP and Pipe Improvements using Pay Go				
Stormwater Assessment (\$/month increase per ERU increase)	CIP Capital Cost			
	\$1 million	\$2 million	\$4 million	\$6 million
\$0.00	20	27	41	55
\$0.50	17	22	33	44
\$1.00	14	19	28	38
\$1.50	12	16	24	32
\$2.00	11	14	21	29
Number of Years to Pay Off Bond for CIP and Pipe Improvements using Debt Service				
\$0.00	25	Cannot make principal and interest payments on bond		
\$0.50	20	29	47	65
\$1.00	17	24	39	55
\$1.50	15	21	34	47
\$2.00	13	19	30	42

Note baseline Pipe Improvements plan implemented over 15 years.



Our prowess in securing funding for municipal clients is another bonus

Success in this capacity further helps control assessment rates



\$185 Million

In funding for water infrastructure projects over the last two years.

Seth Robertson, PE, formerly served as the national co-chair of the EPA and State SRF workgroup and understands national funding priorities.

Seth Robertson, PE

Grant Coordination/Funding Expert

Over the past ten years, **Hazen has secured over \$4.1 billion in grant and loan funding to support capital infrastructure projects.**

WIFIA
PROGRAM

\$1.4 Billion

in funding approvals over four years



FEMA

\$1.1 Billion

in funding to recover from disasters and harden infrastructure



\$350 Million

to fund resilient infrastructure

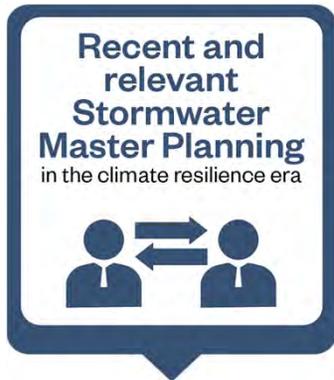


\$1.0 Billion

across the country



Selection of the Hazen Team provides the following keys to a dynamic and successful Master Plan



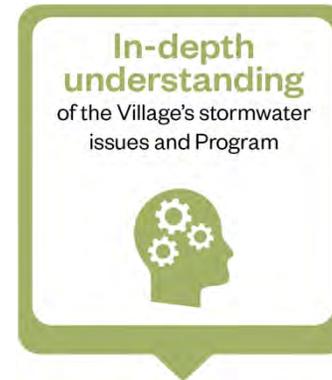
Proof

- Miami-Dade County
- Broward County
- Fort Lauderdale
- Oakland Park
- Coral Gables



Proof

- Model Scenarios
- Boundary Conditions
- Data Collection
- Modeling Processes
- Standard Details/ Specifications



Proof

- Stormwater Assessment Program/Rate Study
- Reviewed Field Issues



Proof

- Multi-decade consultant to local governments
- Jupiter
 - Palm Beach County
 - Many Others



Questions





Funding Sources

American Rescue Plan Act (ARPA)

Resilient Florida Grant Program

Hazard Mitigation Grant Program (HMGP)

Flood Mitigation Assistance (FMA)

Building Resilient Infrastructure and Communities (BRIC)

Resilience Implementation Grants (RIGs)

319 Nonpoint Source Grant Program

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, AICP, Director of Community Development

DATE: April 14, 2022

SUBJECT: **RESOLUTION** – Approving a Contract with Hy-Byrd Incorporated for building inspection services utilizing pricing established in an existing contract with the Town of Palm Beach.

The Community Development Department has had vacancies for inspector positions for the past few years and recently lost a building inspector to retirement in December. Due to continued difficulties with finding qualified inspectors, the Village has utilized a variety of firms to provide contract building inspection services, including Hy-Byrd.

At the start of Fiscal Year 2022, the Village solicited quotes for building inspection services from three firms, and Hy-Byrd Incorporated provided the lowest quote of \$55.00 per hour. The Village subsequently issued a purchase order to Hy-Byrd in the amount of \$25,000 for Fiscal Year 2022. The \$25,000 will soon be exceeded and the Community Development Department would like to increase the funding by an additional \$50,000 to cover inspections for the remainder of the fiscal year. The Community Development Department has \$125,000 for inspection services budgeted for Fiscal Year 2022, along with two open inspector positions. There is sufficient money in the budget for inspection services and two vacant inspector positions to cover the request for an additional \$50,000.

Village Staff is recommending execution of a Contract with Hy-Byrd Incorporated for building inspection services in an amount not to exceed \$75,000 for Fiscal Year 2022 utilizing pricing established in an existing contract between Hy-Byrd and the Town of Palm Beach. The hourly rate will remain at \$55.00 per hour.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	\$75,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with Hy-Byrd Incorporated for building inspection services for Fiscal Year 2022 in an amount not to exceed \$75,000, with funds expended from Account No. 6019-33190 (Building – Professional Services), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH HY-BYRD INCORPORATED TO PROVIDE BUILDING INSPECTION SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT WITH THE TOWN OF PALM BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended entering into a Contract with Hy-Byrd Incorporated to provide building inspection services on an as needed basis pursuant to the terms, conditions and pricing established in an existing Agreement with the Town of Palm Beach, thereby allowing for concurrent competitive purchasing pursuant to the Village’s Purchasing Policy; and

WHEREAS, the maximum compensation to be paid to Hy-Byrd Incorporated pursuant to the Agreement is \$75,000; and

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

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

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

Section 2. The Village Council hereby approves a Contract for building inspection services with Hy-Byrd Incorporated, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village. The total amount of compensation paid pursuant to the Contract shall not exceed \$75,000, with funds expended from Account No. A6019-33190 (Building – Professional Services).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and HY-BYRD INCORPORATED, 511 South East Coast Street, Lake Worth Beach, Florida 33460, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-65-0060264.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform building inspection services for Fiscal Year 2022; and

WHEREAS, the Town of Palm Beach, through its competitive selection process, awarded an Agreement for Plan, Review and Inspection Services (Bid No. 2019-30) ("Palm Beach Contract") to CONTRACTOR; and

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

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Palm Beach Contract. The Town of Palm Beach's Agreement for Plan, Review and Inspection Services (Bid No. 2019-30) ("Palm Beach Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services.
 - A. In accordance with the terms and conditions of the Palm Beach Contract and at the direction of the Community Development Director, CONTRACTOR shall perform building inspection services at a rate of \$55.00 per hour on an as needed basis.
 - B. The total cost of such services shall not exceed **\$75,000.00** for Fiscal Year 2022.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence: this Contract and the Palm Beach Contract.
5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been

provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be effective immediately upon execution by both parties and shall expire on September 30, 2022.

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

7. Insurance.

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability insurance in the amount of \$1,000,000 per occurrence or \$2,000,000 in the aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as claims for property damage which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

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

10. Independent Contractor. CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR'S sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Services.

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

12. Miscellaneous Provisions.

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

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

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

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

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

HY-BYRD INCORPORATED

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



Purchase Order

Fiscal Year 2022

Page 1 of 1

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

Purchase Order #

101873

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Village of North Palm Beach
501 U.S. Highway One
Attn: Finance Department
North Palm Beach, FL 33408

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HY-BYRD, INC
511 SOUTH EAST COAST STREET
LAKE WORTH FL 33460

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BUILDING DEPARTMENT
420 U.S. HWY 1, SUITE #21
NORTH PALM BEACH FL 33408

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						COMMUNITY DEVELOPMENT	
Date Ordered	PO Expiration Date	Vendor #	Freight Method/Terms			Department/Location	
11/05/2021	09/30/2022	8053				BUILDING DEPARTMENT	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	FY2022 BUILDING INSPECTION SVC						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022						
1	PURCHASE ORDER FOR FY 2022 BUILDING INSPECTION SERVICES			1.0	EACH	\$25,000.000	\$25,000.00
	A6019 - 33190						\$25,000.00
	***** GL SUMMARY *****						
	A6019 - 33190						\$25,000.00

By *Aamir*
Finance Director

PURCHASING COPY

Total Ext. Price	\$25,000.00
PO Total	\$25,000.00



Village of North Palm Beach Purchase Order Requisition Form

Date of Request: 11/03/21
(mm/dd/yy)

Department: Community Development

For Finance Only:	
Vendor #	<u>8053</u>
Tax ID	<u>65-0060264</u>
PO #	<u>101873</u>

Vendor Information

Vendor Name: Hy-Byrd Inc

Pay To: _____

Attention: _____

Address: 511 South East Coast St.

Address: _____

City: Lake Worth

State: FL Zip: 33460

Phone #: _____ Fax #: _____

Purchase Order Delivery Method:

Mail:

Fax:

Return to Dept.:

Purpose or Explanation

FY 2022 Building Inspection Services

Special Instructions

SEE ATTACHED MEMO.

Account Information

Qty	Description	Account Number	Account Description	Unit Cost	Amount
1	Inspection Svc	A6019-33190 ✓	Professional Svc	25,000.00	\$ 25,000.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

Total \$ 25,000.00 ✓

Approvals

Requested By: _____ Finance Director: 85 11/4/21

Department Head: SEE ATTACHED. Village Manager: voice-mail attached

Jeremy Hubsch

Janjua Samia

From: Lukasik Andrew
Sent: Friday, November 5, 2021 10:09 AM
To: Janjua Samia
Subject: Re: PO Requisitions needing VM approval

Yes, it is ok to process these P.O.s
Thanks

Sent from Andy's iPhone

On Nov 5, 2021, at 9:49 AM, Janjua Samia <sjanjua@village-npb.org> wrote:

Andy-
Were you ok with these?

Thanks,
Samia

From: Janjua Samia
Sent: Thursday, November 4, 2021 1:21 PM
To: Lukasik Andrew <alukasik@village-npb.org>
Subject: PO Requisitions needing VM approval

Andy-
I received two PO Requisitions that need your approval:

- Engenuity Group - \$5,000 – Engineering services for the Lighthouse & Anchorage Dr. project
- Hy-Byrd Inc. - \$25,000 – FY 2022 Building Inspection Services

The requisition forms are attached for reference. Please let me know if it's ok to proceed.

Thanks,
Samia

Samia Janjua

Director of Finance | Village of North Palm Beach
Phone: (561) 841-3360 • Fax: (561) 848-9698
501 U.S. Highway 1 • North Palm Beach, FL • 33408

<image002.png>

<image004.png> <image006.png> <image008.jpg> <image010.png>

www.village-npb.org

Confidentiality Notice: This e-mail is for the sole use of the intended recipient(s). Unauthorized review, use disclosure or distribution is prohibited. E-mail messages and addresses may be subject to public disclosure in accordance with Florida public records law.

<PO Requisition_Hy-Byrd Inc.pdf>

<PO Requisition_Engenuity Group.pdf>



MEMORANDUM

Jeremy Hubsch, AICP
Community Development Director
(561) 841-3369
Email: jhubsch@village-npb.org

The Village of
NORTH PALM BEACH
420 U.S. Highway #1, Ste. 21
North Palm Beach, FL 33408

TO: Samia Janjua, Finance Director Andrew Lukasik, Village Manager
FROM: Jeremy Hubsch, Community Development Director
DATE: November 3, 2021
RE: Building Inspection Services

The Building Department is in need of inspection services to help fulfill the demand created by the current increase in construction projects Village wide. A major development is being planned for 200 Yacht Club Dr., which will further the need for additional inspection services.

Pursuant to the Village's Purchasing Policies and Procedures, three quotes for Building Construction Inspection services have been obtained:

CAP Government - \$72.50 to \$77.50 per hour
GFA International - \$75.00 per hour
Hy-Byrd - \$55.00 per hour

Hy-Byrd is the recommended provider of the above group. Not only are they the lowest cost per hour, we have utilized their services in the past. They are familiar with the geographic area of the Village, they are familiar with many of the major construction projects and contractors working in the Village, and have proven their dependability in the service provided.

A handwritten signature in black ink that reads "Jeremy Hubsch".



August 17, 2021

Mr. Michael Crisafulle
HY-BYRD, INC.
511 South East Coast St
Lake Worth, FL 33460
Email: mike@hybyrd.com

Ref: BID 2019-30 – Plan Review and Inspection Services
Year 3 of Contract – 2nd Renewal

Dear Mr. Crisafulle.

As specified in the referenced solicitation, we have an option to renew the existing contract for another one-year period if it is mutually agreeable to all parties. The term of this renewal will be 10-1-2021 ending 9-30-22.

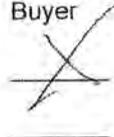
Please advise by signature below, if a one year extension of our current contract at same terms, conditions, specifications and pricing stated in your bid would be acceptable.

Please, complete and return this form to the Purchasing Division by no later than 2:00 PM on August 19, 2021. Your response may be e mailed to ebitteker@townofpalmbeach.com.

Respectfully,

Eugene M. Bittaker

Eugene Bittaker
Buyer



I hereby agree to a one year extension of the subject bid.

I do not approve a one year extension of the subject bid for the following reasons:



SIGNATURE

8-19-21

DATE

Michael Crisafulle
NAME (PRINT)



TOWN OF PALM BEACH

PURCHASING DIVISION

951 Okeechobee Road Suite D - West Palm Beach, FL 33401

Phone: 561-838-5406 Fax: 561-835-4688

www.townofpalmbeach.com

October 18, 2019

Hy-Byrd Inc
Attn: Michael Crisafulle
511 South East Coast St
Lake Worth, Florida 33460
mike@hybyrd.com

Subject: RFP No. 2019-30 – Plan Review and Inspection Services

Dear Mr. Crisafulle:

This is to inform you that your firm has been awarded RFP No. 2019-30 – Plan review and Inspection Services by Town of Palm Beach Town council on September 10, 2019.

Mr. Joshua Martin, Director of Planning, Zoning and Building, will be in touch with you regarding the provision of services.

We appreciate your interest in doing business with the Town of Palm Beach and look forward to continuing to work with your firm.

Respectfully,

Eugene M. Bittker

Eugene M. Bittker
Buyer

CC: File: RFP No. 2019-30
Joshua Martin, Director, Planning, Zoning and Building
Wayne Bergman, Assistant Director, Planning, Zoning and Building

951 Okeechobee Road • Suite D • West Palm Beach, Florida 33401

Telephone: (561) 838-5406 • Facsimile (561) 835-4688

Website: www.townofpalmbeach.com

Recycled  Paper

1729 BID No. 2019-30 - PLAN REVIEW AND INSPECTION SERVICES

Hy-Byrd Inspections Inc.

PRICE PROPOSAL

NO.	NAME	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	Price
1	Perform inspection services; excluding natural disaster events. FULL TIME INSPECTOR Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week.	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
2	Perform inspection services; during natural disaster events. FULL TIME INSPECTOR Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
3	Perform inspection services; excluding natural disaster events, in excess of 40 Hr. per week FULL TIME INSPECTOR Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
4	Perform inspection services; excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
5	Perform inspection services; during natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
6	Review and process construction plans; for obtaining building permits, excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
7	Review and process construction plans; for obtaining building permits, during natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
8	Pick up, review and drop off construction plans by the next business day Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$220
9	Permit Technicians; between the hours of 8:30 - 5:00 AS NEEDED BASIS Per Person:	AS NEEDED	PER HOUR	\$45
10	Perform inspection services for Public Works related activities (e.g. demolition, erosion control, sewer/water connections); to be done under the supervision of an engineer AS NEEDED BASIS	AS NEEDED	PER HOUR	\$55
11	Total price			\$0
	Total			\$735

BLD001-2019/LC

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
GFA International, Inc.

THIS CONTRACT, made this 31st day of July, 2019, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and GFA International, Inc. , 607 NW Commodity Cove, Port St. Lucie, FL 34986, State of Florida Corporation, hereinafter designated as "GFA International".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on May 16, 2019 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, GFA International has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found GFA International's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and GFA International in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

GFA International shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2019/LC entitled Plan Review, Inspection Services and Permit Technicians.

GFA International shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT and shall be for a period of Sixty (60) months with two Twelve month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. The CONTRACTOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the CONTRACTOR on a time basis under a mutually agreed upon rate schedule "Cost Proposal" attached hereto as **Exhibit "B"**. CONTRACTOR performance requirements relative to the Scope of the Services and the Work to be performed by the CONTRACTOR which are contained in the RFP BLD001-2019/LC, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by GFA International, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of GFA International, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with GFA International, its subcontractors, its agents, or employees, and committed in connection with GFA International's performance, of any services performed hereunder.

GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, ordinance of regulation by GFA International, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

GFA International shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

GFA International is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND GFA International, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify GFA International of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit GFA International's records as such records relate to the services and the CONTRACT between the TOWN and GFA International. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of GFA International which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed by law.

Audits:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

GFA International, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise GFA International, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

GFA International shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. GFA International recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize GFA International, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

607 NW Commodity Cove

Port St. Lucie FL 34986

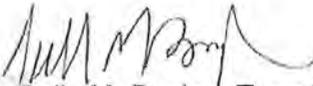
18. SEVERABILITY

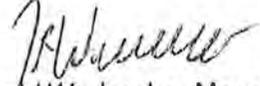
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

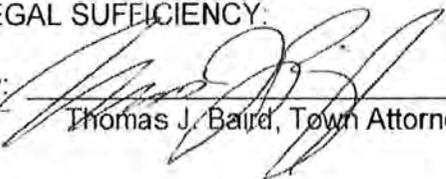
By: 
Sally M. Boylan, Town Clerk

By: 
Todd Wodraska, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July 2019

_____ 2019 by Todd Wodraska, as Mayor of the Town of Jupiter, and who is personally know to me.



[Signature]
Notary Public, State of Florida

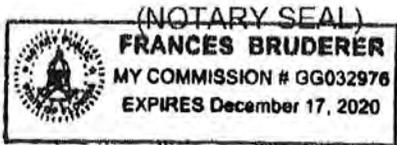
ATTEST

By: [Signature]
Jill Riolo, Office Manager

GFA INTERNATIONAL, INC.
By: [Signature]
Printed Name: Frederick Kaub
Title: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument has been acknowledged before me this 29th day of July 2019, by Frederick Kaub, as President of GFA INTERNATIONAL, INC. ~~He~~ she is personally known to me or ~~has produced~~ _____ as identification.



[Signature]
Notary Public, State of Florida

**TAB E:
COST PROPOSAL**



TOWN OF JUPITER

RFP-BLD001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>75.00</u> PER HOUR
		M, E, or P	\$ <u>75.00</u> PER HOUR
		I+2 FAMILY	\$ <u>75.00</u> PER HOUR
		MULTI	\$ <u>85.00</u> PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>75.00</u> PER HOUR
		M, E, or P	\$ <u>75.00</u> PER HOUR
		I+2 FAMILY	\$ <u>75.00</u> PER HOUR
		MULTI	\$ <u>85.00</u> PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ <u>112.50</u> PER HOUR
		M, E, or P	\$ <u>112.50</u> PER HOUR
		I+2 FAMILY	\$ <u>112.50</u> PER HOUR
		MULTI	\$ <u>127.50</u> PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>75.00</u> PER HOUR
		M, E, or P	\$ <u>75.00</u> PER HOUR
		I+2 FAMILY	\$ <u>75.00</u> PER HOUR
		MULTI	\$ <u>85.00</u> PER HOUR

Proposer: *[Signature]* Date: 5/13/19

TOWN OF JUPITER

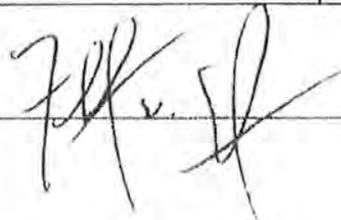
RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>\$75.00</u> PER HOUR
		M, E, or P	\$ <u>\$75.00</u> PER HOUR
		1+2 FAMILY	\$ <u>\$75.00</u> PER HOUR
		MULTI	\$ <u>\$85.00</u> PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>\$75.00</u> PER HOUR
		M, E, or P	\$ <u>\$75.00</u> PER HOUR
		1+2 FAMILY	\$ <u>\$75.00</u> PER HOUR
		MULTI	\$ <u>\$85.00</u> PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>\$112.50</u> PER HOUR
		M, E, or P	\$ <u>\$112.50</u> PER HOUR
		1+2 FAMILY	\$ <u>\$112.50</u> PER HOUR
		MULTI	\$ <u>\$127.50</u> PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ <u>\$75.00</u> PER HOUR
		M, E, or P	\$ <u>\$75.00</u> PER HOUR
		1+2 FAMILY	\$ <u>\$75.00</u> PER HOUR
		MULTI	\$ <u>\$85.00</u> PER HOUR

Proposer: _____



Date: _____

5/13/19

BLD001-2019/LC

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
C.A.P. Government, Inc.

THIS CONTRACT, made this 31st day of July, 2019, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL, 33409, State of Florida Corporation, hereinafter designated as "C.A.P. Government".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on May 16, 2019 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, C.A.P. Government has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found C.A.P. Government's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and C.A.P. Government in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

C.A.P. Government shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2019/LC entitled Plan Review, Inspection Services and Permit Technicians.

C.A.P. Government shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT and shall be for a period of Sixty (60) months with two Twelve month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. The CONTRACTOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the CONTRACTOR on a time basis under a mutually agreed upon rate schedule "Cost Proposal" attached hereto as **Exhibit "B"**. CONTRACTOR performance requirements relative to the Scope of the Services and the Work to be performed by the CONTRACTOR which are contained in the RFP BLD001-2019/LC, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by C.A.P. Government, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of C.A.P. Government, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with C.A.P. Government, its subcontractors, its agents, or employees, and committed in connection with C.A.P. Government performance, of any services performed hereunder.

C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, ordinance of regulation by C.A.P. Government, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

C.A.P. Government shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

C.A.P. Government is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND C.A.P. Government, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify C.A.P. Government of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit C.A.P. Government's records as such records relate to the services and the CONTRACT between the TOWN and C.A.P. Government. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of C.A.P. Government which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed bylaw.

Audits:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

C.A.P. Government, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise C.A.P. Government, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

C.A.P. Government shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. C.A.P. Government recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize C.A.P. Government, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

1910 N. Florida Mango Road

West Palm Beach, FL 33409

18. SEVERABILITY

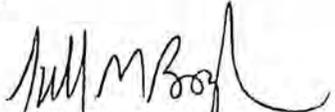
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

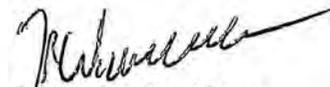
ATTEST

THE TOWN OF JUPITER

By:


Sally M. Boylan, Town Clerk

By:

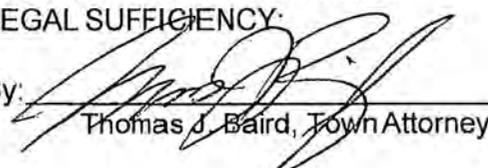

Todd Wodraska, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:


Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July 2019

_____ 2019 by Todd Wodraska, as Mayor of the Town of Jupiter, and who is personally know to me.



[Signature]

Notary Public, State of Florida

ATTEST

By: _____

C.A.P. Government, Inc.

By: *[Signature]*
Printed Name: Carlos A. Penin
Title: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument has been acknowledged before me this 9th day of August 2019 by Carlos A. Penin, as president of C.A.P. Government, In c. He/she is personally know to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]

Notary Public, State of Florida

TOWN OF JUPITER

RFP-BLD001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>72.50</u> PER HOUR
		M, E, or P	\$ <u>72.50</u> PER HOUR
		1+2 FAMILY	\$ <u>77.50</u> PER HOUR
		MULTI	\$ <u>77.50</u> PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ <u>95.00</u> PER HOUR
		M, E, or P	\$ <u>95.00</u> PER HOUR
		1+2 FAMILY	\$ <u>100.00</u> PER HOUR
		MULTI	\$ <u>100.00</u> PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ <u>90.00</u> PER HOUR
		M, E, or P	\$ <u>90.00</u> PER HOUR
		1+2 FAMILY	\$ <u>100.00</u> PER HOUR
		MULTI	\$ <u>100.00</u> PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>85.00</u> PER HOUR
		M, E, or P	\$ <u>85.00</u> PER HOUR
		1+2 FAMILY	\$ <u>90.00</u> PER HOUR
		MULTI	\$ <u>90.00</u> PER HOUR

Proposer:  Date: 05/16/19

TOWN OF JUPITER

RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>110.00</u> PER HOUR
		M, E, or P	\$ <u>110.00</u> PER HOUR
		1+2 FAMILY	\$ <u>110.00</u> PER HOUR
		MULTI	\$ <u>110.00</u> PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>90.00</u> PER HOUR
		M, E, or P	\$ <u>90.00</u> PER HOUR
		1+2 FAMILY	\$ <u>95.00</u> PER HOUR
		MULTI	\$ <u>90.00</u> PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ <u>112.50</u> PER HOUR
		M, E, or P	\$ <u>112.50</u> PER HOUR
		1+2 FAMILY	\$ <u>112.50</u> PER HOUR
		MULTI	\$ <u>112.50</u> PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ <u>115.00</u> PER HOUR
		M, E, or P	\$ <u>115.00</u> PER HOUR
		1+2 FAMILY	\$ <u>115.00</u> PER HOUR
		MULTI	\$ <u>115.00</u> PER HOUR

Proposer: _____



Date: _____

05/16/19

TOWN OF JUPITER

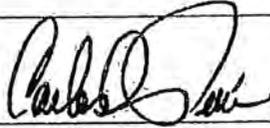
RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 50.00 PER HOUR

Proposer:



Date: 05/16/19

RESOLUTION NO. 83-2019

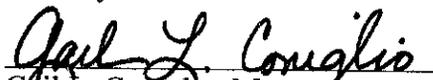
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF BID NO. 2019-30 FOR PLAN, REVIEW AND INSPECTION SERVICES TO THE FOLLOWING FIRMS; C.A.P. GOVERNMENT, INC., DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT, EVANS-HUGHES CODE INSPECTIONS, INC., GFA INTERNATIONAL, INC., HY-BYRD INSPECTIONS, INC. AND M.T.CAUSLEY, LLC IN THE ANNUAL AMOUNT OF \$240,000 CONTINGENT UPON BUDGET APPROVAL AND A FIVE-YEAR AWARD OF \$1,200,000 BASED ON NEED AND BUDGET APPROVAL.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves the Award of Bid No. 2019-30 for Plan, Review, and Inspection Services to C.A.P. Government, Inc., Diversified Building Department Management, Evans-Hughes Code Inspections, Inc., GFA International, Inc., Hy-Byrd Inspections Inc., and M.T. Causley, LLC., in the annual amount of \$240,000 contingent upon budget approval and a five year award of \$1,200,000 contingent upon budget approval.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements. .

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of September, 2019.


Gail L. Coniglio, Mayor

ATTEST:


Kathleen Dominguez, Town Clerk





TOWN OF PALM BEACH

PURCHASING DIVISION

951 Okeechobee Road Suite D - West Palm Beach, FL 33401

Phone: 561-838-5406 Fax: 561-835-4688

www.townofpalmbeach.com

October 18, 2019

Hy-Byrd Inc
Attn: Michael Crisafulle
511 South East Coast St
Lake Worth, Florida 33460
mike@hybyrd.com

Subject: RFP No. 2019-30 – Plan Review and Inspection Services

Dear Mr. Crisafulle:

This is to inform you that your firm has been awarded RFP No. 2019-30 – Plan review and Inspection Services by Town of Palm Beach Town council on September 10, 2019.

Mr. Joshua Martin, Director of Planning, Zoning and Building, will be in touch with you regarding the provision of services.

We appreciate your interest in doing business with the Town of Palm Beach and look forward to continuing to work with your firm.

Respectfully,

Eugene M. Bittker

Eugene M. Bittker
Buyer

CC: File: RFP No. 2019-30
Joshua Martin, Director, Planning, Zoning and Building
Wayne Bergman, Assistant Director, Planning, Zoning and Building

1729 BID No. 2019-30 - PLAN REVIEW AND INSPECTION SERVICES

Hy-Byrd Inspections Inc.

PRICE PROPOSAL

#	Name	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	Price
1	Perform inspection services; excluding natural disaster events. FULL TIME INSPECTOR Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week.	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
2	Perform inspection services; during natural disaster events. FULL TIME INSPECTOR Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
3	Perform inspection services; excluding natural disaster events, in excess of 40 Hr. per week FULL TIME INSPECTOR Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
4	Perform inspection services; excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
5	Perform inspection services; during natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
6	Review and process construction plans; for obtaining building permits, excluding natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$55
7	Review and process construction plans; for obtaining building permits, during natural disaster events AS NEEDED BASIS Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$65
8	Pick up, review and drop off construction plans by the next business day Per Person:	BLDG, J,E, or P, 1+2 FAMILY, and MULTI	PER HOUR	\$220
9	Permit Technicians; between the hours of 8:30 – 5:00 AS NEEDED BASIS Per Person:	AS NEEDED	PER HOUR	\$45
10	Perform inspection services for Public Works related activities (e.g. demolition, erosion control, sewer/water connections); to be done under the supervision of an engineer AS NEEDED BASIS	AS NEEDED	PER HOUR	\$55
11	Total price			\$0
Total				\$735

PURPOSE

The Town of Palm Beach, Florida seeks to enter into an agreement with a qualified experienced individual, firm, or corporation to provide as-needed Building Plan Review Services and Building Inspection Services. Services will be provided in accordance with the requirements of Florida Statutes 468, Part XIII and Florida Building Code, Chapter 18 and Chapter 134 and any other applicable Chapters of the Town of Palm Beach's Municipal Code of Ordinances. These services shall be provided on a full-time or as-needed basis, as determined by the Town.

The Town reserves the right to award to more than one firm. The firm(s) shall act as an independent contractor and not as an employee of the Town.

BACKGROUND

The Town seeks bids from interested individuals, firms, or corporations qualified in providing these services, to ensure that the Town is providing the most efficient development process for its residents and business owners.

In an effort to maintain good service and be responsive to its citizens, the Town of Palm Beach Planning, Zoning and Building Department, desires to secure the services of a qualified experienced firm to perform, when requested, plan review for residential and commercial building applications, and inspection services (building, plumbing, electrical, site and mechanical HVAC) for structures in which permits have been issued by the Town. Plans examiner and inspection services shall be conducted under the Town's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

RESPONSIBILITIES

Personnel shall maintain their Plans Examiner's and Inspector's Certification with the State of Florida, to continually provide their best efforts to efficiently and effectively perform duties and responsibilities as assigned in a proper and professional manner, to uphold the Town and Department regulations and policies, and to abide by ethical standards of conduct appropriate to their position.

The equivalent of 1.5% of the contract fees must be set aside by contractor for training of contract employees and be documented for review by the Town.

Plan review and inspection services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, gas, coastal construction, structural, electrical and site, as well as providing all administrative documentation as required by the Town.

- a. Inspect permitted construction within the Town limits, for compliance with Town codes and ordinances and permitted plans and specifications.
- b. Receive and investigate alleged complaints of working without permits, code violations, etc., by citizens, Town employees, and others including appearances before the Code Enforcement Board where appropriate.
- c. Enter results and reports of plan reviews and inspections and investigations of complaints and other reports as may be reasonably requested by the Town into the Town's computer system. Town plan review and inspection procedures must be used.
- d. Maintain records of plan reviews, inspection and investigations. Log daily plan reviews and inspections results in the computer system.

- e. Review plans for code compliance.
- f. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- g. Perform other duties that are related to or incidental to Plans Examiner's or Inspector's primary duties as herein described and that the Town may from time to time assign. The Independent Plans Examiner's and Inspector's duties and responsibilities may change from time to time.
- h. Perform these duties during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or as may be altered with mutual agreement.
- i. Report to the Town's Building Official.

Plan review and Inspection services shall be provided in the event of a natural disaster (i.e. hurricane).

Plans examiner and inspection personnel may be required to attend meetings or to provide consultation to the Town.

SCOPE

Primary Work to be Performed. Conduct Code Enforcement, Zoning and Landscaping Reviews and Inspections related to Town codes.

The Town Planning, Zoning and Building ("PZB") department coordinates the review of all development proposals including zoning, subdivision, site preparation, building and fire permitting, landscaping and hardscaping, and signage. The successful Respondent will report to the Director of PZB and will be expected to perform the full range of Florida Building Code plan reviews and inspections, and enforce other Town regulations for development, including zoning, Architectural Commission and Landmarks Preservation Commission approvals.

Additional Work to be Performed. Commercial Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, electrical and site, as well as providing all administrative documentation as required by the Town.

Frequently, applicants make inquiries to the Town before and during the permitting process. Taking this into account, the Respondent will be expected to perform the following additional tasks: a) Answer building code questions from Town Staff by email and by phone. b) Answer building code questions directly from customers, prior to permit application submittal. c) Answer building code questions, and resolve building code related issues, directly with the permit applicant, during the plan review and permitting process.

Workflow. All plan review will be done in the department, located at 360 S. County Road, Palm Beach, FL 33480. Inspections will be scheduled by the applicant and performed at the project site.

Deliverables. The successful Respondent will be expected to provide the Town with a detailed written record of plan review summaries, inspections, and correspondence with customers.

Reporting. The successful Respondent will be expected to provide the Town with a monthly detailed record of all plan reviews and inspections performed.

Selection and Assignment of Personnel

The Town retains the right to interview and select personnel assigned to its jurisdiction.

- a. Personnel approved by the Town for each assignment shall not be changed without prior written consent of the Town.
- b. All personnel approved for assignment or replacement shall be selected from those individuals submitted by Contractor as qualified and available to perform services for the Town.
- c. Personnel approved and given an assignment by the Town shall not be granted leaves of absence (vacation, sick or other) from their assignment unless a person of equal or greater qualification is approved for substitution.
- d. Emergency substitutes shall not remain on an assignment for more than two (2) days without the written consent of the Town.
- e. Personnel assigned to the Town shall be subject to pre-employment background checks by the Florida Department of Law Enforcement and must meet or exceed the employment requirements of Town personnel prior to approval and assignment. The Town reserves the right to terminate the contract or have an individual person removed from service in the Town.
- f. Contractor's employees shall obtain a photo ID from the Town of Palm Beach Police Department before beginning any work for the Town.

Equipment

All inspectors shall be required to provide the following items at their own cost:

- a. An inspection vehicle in good operating condition, subject to approval by the Town, capable of transporting one ladder. Vehicle may be required to display a Town of Palm Beach magnetic sign (provided by the Town) on the doors.
- b. Cellular telephone.
- c. Clothing in accordance with town accepted standard.
- d. Safety shoes, hardhats, and other safety related equipment

All Plans Examiners shall be required to provide the following items at their own cost:

- a. Cellular telephone.
- b. Clothing in accordance with town accepted standards.

Facilities

The Town will provide any full-time contract personnel and plans examiners with facilities and support services adequate for the performance of their duties, including office space, computers, office materials and equipment. For all other contract personnel, vehicles, radios, cellular telephones, uniforms and safety equipment are excluded and shall not be provided by the Town, but must be provided by personnel.

Town Contract Coordinator

The Town Contract Coordinator for this project will be Joshua Martin, Director of Planning, Zoning and Building or his designate. After Notice to Proceed/Purchase Order is issued, all communications and correspondence shall be directed to the Contract Coordinator with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Marc Holloway, Solid Waste Manager
Chuck Huff, Director of Public Works

DATE: April 14, 2022

SUBJECT: **RESOLUTION – Approval to increase the FY 2022 Blanket Purchase Order issued to GT Supplies, Inc. to \$50,000**

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2022 blanket purchase order issued to GT Supplies, Inc. by \$25,000 to \$50,000.

The Village uses GT Supplies, Inc. for reconditioning existing dumpsters as needed. As we move to purchase plastic replacement dumpsters, we have to continue to repair the dumpsters that we have. Earlier in the fiscal year, a blanket purchase order was issued to GT Supplies, Inc. in the amount of \$25,000 for the purchase/fabrication of dumpsters and parts/repairs. The Village has spent \$23,192.40 to this vendor to date for these services.

Based on the current year trend, staff is estimating that an additional \$25,000 is needed for these services for the remainder of this fiscal year and is recommending that \$25,000 be added to the existing purchase order for this vendor.

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

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

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Solid Waste	A7020-35217	Machinery & Equipment Supplies	\$50,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution to increase the FY 2022 blanket purchase order issued to GT Supplies, Inc. to \$50,000, with funds expended from Account No. A7020-35217 (Solid Waste – Machinery & Equipment Supplies) in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH GT SUPPLIES, INC. IN THE TOTAL AMOUNT OF \$50,000 FOR DUMPSTER REPAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village’s Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, the Village previously issued a blanket purchase order to GT Supplies, Inc. for \$25,000, and Village Staff requested an additional \$25,000 for a total of \$50,000 for the current fiscal year; and

WHEREAS, blanket purchase orders in excess of \$25,000 require approval by the Village Council; and

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

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

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

Section 2. The Village Council hereby approves the issuance of an additional blanket purchase order to GT Supplies, Inc. in the amount of \$25,000 (for a total estimated expenditure of \$50,000 for Fiscal Year 2022), with funds expended from Account No. A7020-35217 (Public Works/Sanitation – Machinery & Equipment Supplies).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT – SOLID WASTE DIVISION**

TO: Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Marc Holloway, Solid Waste Manager
Chuck Huff, Director of Public Works

DATE: April 14, 2022

SUBJECT: **RESOLUTION** – Amendment to the FY2021-2022 Comprehensive Pay Plan to modify the structure of the Public Works Department’s Solid Waste Division

Village Staff is recommending the Village Council’s adoption of a Resolution amending the FY2021-2022 Comprehensive Pay Plan by reducing two (2) full-time commercial drivers and adding two (2) full-time solid waste collectors. The primary purpose of this change is to create staffing flexibility to better address solid waste collection needs.

Background:

Staff outlined the factors reducing the number of drivers required to hold a Commercial Driver’s License (CDL) in Solid Waste Division. Over the course of this fiscal year, the management team has had an opportunity to evaluate the operation of the Division and how it should function. Previous management had implemented a plan to make all existing and new hires have a CDL license. The fact is the department has only nine (9) vehicles that require a CDL license to operate. The rest of the fleet requires only a normal Class E license to operate the vehicles.

After evaluating the needs of the drivers versus the vehicles, Staff has determined that only fourteen (14) of the nineteen (19) drivers need to have a CDL license. This will allow for coverage and staffing of the nine (9) commercial vehicles in the event of driver absences due to illness, vacation, etc.

This change will become cost-effective as staff is reevaluating the redundancy that was put in place related to employees obtaining CDL licenses. A couple of years ago, the Village had a limited number of employees with a CDL. A CDL certification is required to operate the Village’s garbage trucks. Having a limited number of certified drivers led to service delivery challenges when those drivers were not available to work. As a result, Solid Waste employees were all trained and received a CDL in order to operate the Village’s garbage trucks. Staff believes that a lower level of redundancy might be more effective and will evaluate this change during the year.

Recommendation:

Village Staff Requests Council consideration and approval of the attached Resolution amending the Fiscal Year 2022 Comprehensive Pay Plan by deleting two (2) full-time Solid Waste Drivers/Operator positions and adding two (2) full-time Solid Waste Collector positions in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING THE COMPREHENSIVE PAY PLAN ADOPTED AS PART OF THE FISCAL YEAR 2022 BUDGET TO ELIMINATE TWO FULL-TIME SOLID WASTE DRIVER/OPERATOR POSITIONS AND ADD TWO FULL-TIME SOLID WASTE COLLECTOR POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2021-17 (“Budget Ordinance”) on September 23, 2021, the Village Council adopted the Comprehensive Pay Plan as part of the annual budget for Fiscal Year 2022; and

WHEREAS, Section 5 of the Budget Ordinance authorizes the Village Council to revise the Comprehensive Pay Plan by Resolution during the course of the Fiscal Year; and

WHEREAS, at the recommendation of Village Staff, the Village Council wishes to amend the Comprehensive Pay Plan to reclassify positions within the Solid Waste Division of the Public Works Department; and

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

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

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

Section 2. The Village Council hereby amends the Comprehensive Pay Plan for Fiscal Year 2022 to eliminate two full-time Solid Waste Driver/Operator positions at Pay Grade 107 and add two full-time Solid Waste Collector positions at Pay Grade 104.

Section 3. All other provisions of the Comprehensive Pay Plan, to the extent not specifically modified herein, shall remain in full force and effect.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chad Girard, P.E., Assistant Public Works Director

DATE: April 14, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Pantropic Power, Inc. to repair the generator radiator at the Public Safety building in the amount of \$35,497.50 and authorizing execution of a Contract**

Village Staff is seeking Council consideration and approval of the attached Resolution accepting the proposal from Pantropic Power, Inc. (AKA CAT), the generator manufacturer, to replace the existing radiator in the generator at Public Safety building and rent a standby generator during the repair to ensure no power loss during the several week repair.

Background:

During a standard maintenance cycle it was discovered that the radiator for the Public Safety generator is showing severe signs of wear. After looking into the options available for repair, it was decided that replacing the radiator is the best course of action. The scope of work includes the replacement of the existing radiator, thermostat, belts, install new CAT coolant and test the generator to ensure it is working appropriately. While this work will only take approximately two (2) weeks, staff is recommending that a standby generator be rented and hooked up during the repair process to ensure that the Public Safety building is still available to operate in case of a power outage.

Quotes:

Village staff worked to obtain quotes from four (4) vendors for this repair and received the following:

Pantropic Power, Inc. (AKA CAT)	\$ 24,875.00
Genset Service, Inc. (Generac)	\$ 24,609.00
TAW Power Systems (Kohler)	\$ 34,625.50
IEA	\$ 36,864.00

Village staff also obtained quotes from three (3) vendors for the rental of the generator and they are as follows:

Pantropic Power, Inc. (AKA CAT)	\$ 10,622.50
TAW Power Systems (Kohler)	\$ 10,920.00
Sunbelt Rentals	\$ 13,102.12

While not the lowest quote, Staff is recommending Pantropic Power (AKA CAT) as the lowest, best bid. The generator is a CAT generator and utilizing the manufacturing company to perform the repair provides the best case scenario for the repair performing as intended.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General Fund	Public Works / Facility Services	A5519-34650	Repair & Maintenance - Machinery & Equipment	\$35,497.50

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from Pantropic Power, Inc. for the repair of the Public Safety Generator and rental of a standby generator at a total cost of \$35,497.50, with funds expended from Account No. A5519-34650 (Public Works – R&M Machinery & Equipment), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS FROM PANTROPIC POWER, INC. FOR REPAIRS TO THE PUBLIC SAFETY GENERATOR AND RENTAL OF A STANDBY GENERATOR AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of repair/replacement of the radiator for the Public Safety building generator and the rental of a standby generator during the period of repair; and

WHEREAS, Village Staff solicited written quotes for the work and recommended accepting the proposal submitted by Pantropic Power, Inc. because the company manufactured the CAT generator currently in use and submitted the lowest combined quote; and

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

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

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

Section 2. The Village Council hereby accepts the proposals from Pantropic Power, Inc. for the repair to the radiator for the generator at the Public Safety building and for the rental of a standby generator during the period of repair at a total cost of \$35,497.50, with funds expended from Account No. A5519-34650 (Public Works/Facilities Services – R & M/Machinery & Equipment), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and PANTROPIC POWER, INC., a Florida corporation (hereinafter "CONTRACTOR"), 8205 N.W. 58th Street, Miami, Florida 33166, whose F.E.I. Number is 59-2749643.

RECITALS

WHEREAS, the VILLAGE solicited quotes for the repair and replacement of the radiator for the generator at the Public Safety building and for the rental of a standby generator during the period of repair ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposals submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. CONTRACTOR shall perform the Work in accordance with its Estimate for radiator removal and repair/replacement dated March 28, 2022, and its Estimate for rental of a standby generator dated March 30, 2022, which are incorporated herein by reference. Notwithstanding any provision in the Estimate, CONTRACTOR shall not be entitled to a possessory lien in connection with the VILLAGE's equipment.

B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Thirty-Five Thousand Four Hundred and Ninety-Seven Dollars and Fifty Cents (\$35,497.50)**.

D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **thirty (30) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE.

CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

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

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Estimate. Should any Work fail to comply with this warranty during the warranty period, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

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

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary

precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated

herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of a conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.

- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains

public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

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

PANTROPIC POWER, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
 605 PROSPERITY FARMS ROAD
 NORTH PALM BEACH, FLORIDA 33408

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
The generator at Public Safety needs a new radiator.		4/5/2022
		Department:
		Public Works
Quote #	Vendor name, phone # & contact	Quoted Amount
1	Pantropic Power (AKA CAT)	\$24,875.00
2	Genset Service, Inc. (Generac)	\$24,609.00
3	TAW Power Systems (Kohler)	\$34,625.50
4	IEA	\$36,864.00

Vendor

Selected: Pantropic Power

Reason: The generator is a CAT generator. It seems best to select the manufacturer for the nominal amount more than Genset Service.

Approved: _____
 Department Head

Approved: _____
 Manager Approval

Note : Attach quotes to this summary sheet

Pantropic Power Inc. Service Estimate Terms and Conditions

Per Customer request, Pantropic Power Inc. ("PANTROPIC") has estimated repairs on the equipment (includes all components, machines, or other miscellaneous items) listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the equipment to be repaired, additional parts and labor may be necessary. If so, an estimate for additional repairs will be forwarded to Customer for approval. Note: by accepting this Estimate in writing, verbally, or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK", Customer agrees to all terms and conditions set forth herein. **NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER CUSTOMER PURCHASING TERMS.**

1. **Authority to Perform Repairs:** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, PANTROPIC may examine the item of equipment as to work which PANTROPIC may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by PANTROPIC) to be noted on a form as supplied by PANTROPIC.
 - a. **Time and Material Work:** PANTROPIC will proceed with the work agreed upon as set forth herein.
 - b. **Firm Price:** If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written proposal will be billed at current time and material prices.
 - c. **Unforeseen Problems or Additional Repairs:** **PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE.** In the event that during the course of the work, additional repair work (due to continuous use, unknown problems, working conditions, dirty Equipment, waiting on Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PANTROPIC's control, and items found in need of repair or replacement during disassembly that are not covered herein) is found to be necessary pursuant to Pantropic's examination and inspection of the Machine, then in such event PANTROPIC will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Pantropic is unable to communicate with the Customer, then Pantropic, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, PANTROPIC shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
 - d. **Authority of Customer Personnel:** Unless Customer notifies PANTROPIC in writing, any Customer personnel communicating with PANTROPIC shall have the full authority to authorize repairs. All instructions to PANTROPIC by Customer regarding authority of Customer's personnel to bind (authorize repairs) Customer shall be in writing (via e-mail, courier, or U.S. Mail).
 - e. **Purchase Order:** In the event that a purchase order number is required by Customer, Customer shall provide such purchase order number within 10 business days of receiving a Proforma Invoice from PANTROPIC. If Customer fails to provide such purchase order number within such time period (10 business days of Proforma Invoice), PANTROPIC shall have the right to Invoice the Customer without a purchase order number, and Customer thereby additionally forfeits any rights to dispute such Invoice.
2. **Hold Harmless Agreement for Customer Participation in Service Work:** In the event Customer or Customers' personnel assists PANTROPIC personnel in performing service work, Customer agrees to hold harmless and fully indemnify PANTROPIC for injuries or damages to anyone arising out of Customer assisting PANTROPIC personnel in servicing or repairing Customer's equipment.
3. **Corporate Discount:** No additional corporate discounts may be applied to the above estimated price.
4. **Warranty:** PANTROPIC warrants the work performed to be free from defects in material and workmanship for a period of ninety days. PANTROPIC's obligation under this warranty shall be limited to the repair or replacement at PANTROPIC's premises of those new parts previously installed or labor previously performed demonstrated to be defective. **SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PROVIDED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN THAT WHICH IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**
5. **Cores:** Customer assumes liability for Lost or Damaged Cores. All Core charges shall be the responsibility of the Customer. PANTROPIC assumes ownership of all take off items removed from Machine(s) not reinstalled during the repair process.
6. **Price Adjustments:** This proposal is based on current parts and labor pricing. Customer shall assume the price increases incurred.
7. **Miscellaneous:** This proposal is prepared with the most current information available to PANTROPIC.
 - a. The following charges are not included unless stated in this proposal: (State, local, indigent care, Environmental, taxes, freight, etc.) All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - b. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
8. **Risk of Loss:** All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by owner of equipment.
9. **Severability:** Any provisions herein found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this agreement.
10. **Statutory lien:** Customer hereby waives its rights to possession under Fla. Stat. 713.74, and agrees that PANTROPIC is entitled to a possessory lien in connection with the equipment identified herein until it is paid in full for any and all parts, labor, and/or services.
11. **Choice of law, forum and expenses:** Customer shall pay PANTROPIC for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels and any post judgment expenses and interest incurred), incurred by PANTROPIC in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Customer ordering equipment and property from PANTROPIC or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Miami-Dade or Broward County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Florida.



Sales & Service for Standby Engine Generators



Proposal#: 34047 Proposal Date: 03/29/2022 Valid Until: 04/28/2022

Revision : 0

Attention: Pete Lumb Sales Rep: Jake Friedman
Email Address: plumb@village-npb.org Sales Rep Phone: 954-956-9252
Customer: Village Of North Palm Beach Sales Rep Email: jfriedman@gensetservices.com
Site Address: 560 US Hwy 1
North Palm Beach Florida 33408
United States
Job Name: Radiator Recore

We are pleased to offer the following proposal:

Per your request the following proposal is to re-core the existing radiator on your CAT unit S/N 6EA11575.

Down Time 4 to 5 Working Days

Scope of Work:

- Take unit offline
Drain cooling system and dispose of old coolant in a proper manner
Remove all required enclosure panels
Remove old radiator and have re-cored
Supply and install new upper and lower radiator hoses
Supply and install new engine coolant and conditioner
Reassemble all enclosure panels
Test run unit and verify for proper operation Return to auto/normal operation

Qualifications and/or Exclusions:

- No overtime working hours
No other parts and/or labor not mentioned in scope of work above
Rental Generator not included
50% deposit required to commence work

Total Investments for the above equipment (Service including any applicable taxes): \$ 24,609.00



Sales & Service for Standby Engine Generators



Proposal#: 34047

Proposal Date: 03/29/2022

Valid Until: 04/28/2022

Revision : 0

Notes to Customer

Quoted work to be performed during Genset Services normal working hours unless otherwise noted. Quoted work will not be scheduled until all material has arrived at our warehouse. For scheduling inquires please call (954) 956-9252 and ask for Service Scheduling. For service please call (954) 956-9252 and ask for the Service Manager.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature: _____

Print Name: _____

Title: _____

Date: _____

P.O.#: _____

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS I. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty. Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES 4813-9727-5146.1 OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Gensets liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Gensets maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgment of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Gensets estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Gensets obligations herein, it being acknowledged by Customer that Gensets Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSETS LIABILITY. GENSETS LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSETS LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that it is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant 4813-9727-5146.1 or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law, Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereof. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties to the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.



TAW POWER SYSTEMS, INC.

6312 78th street
Riverview, Florida 33578
www.tawinc.com

PROPOSAL

Proposal #	: TAW-13436	Sales person	: Stephen Mulholland
Proposal Date	: 03.21.2022	Email	: stephen.mulholland@tawinc.com
Proposal Expiration	: 04.21.2022	Branch	: Pompano
		Address	: 1500 NW 15th Avenue, Pompano Beach, FL 33069

Ship To

Village of North Palm Beach - Public Safety 67
560 US Hwy. 1
North Palm Beach, FL 33408

ATTN : Pete Lumb

Generator Make: CAT Generator Model: Generator Serial:

Item	Qty	Rate	Amount
Parts & Materials	1.0	34,625.50	34,625.50
Total			\$34,625.50

TAW will supply vendor with coolant to complete a radiator recore.
TAW will also supply a technician to travel to the site once the repairs are completed in order to run the unit and make sure that all systems are functioning properly.

Authorized Signature & PO

Any sales tax due on work will be calculated and included in final invoice unless a valid tax-exempt certificate has been supplied and is on file.

Proposal does not include any additional work or material due to unforeseen problems that may be discovered after work has begun. TAW is not responsible for any permitting that may be required to perform any of the services described above. This proposal is separate from any previous proposal written or implied, and requires authorization and purchase order to proceed. Jobs that require special order parts will not go on the schedule until parts are in at a TAW warehouse. A temporary date may be given and is subject to change. A 25% restocking fee will be charged to all canceled proposals along with any freight charges incurred from any special ordered parts. This proposal is offered with TAW Power Systems, Inc. PERIODIC MAINTENANCE AGREEMENT/REPAIRS TERMS AND CONDITIONS. A copy is available upon request. Unless otherwise stated, proposal includes above parts, disposal of all waste materials, shipping/handling and labor to perform job described above.

All TAW plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute, or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.



Attachment A

Waiver of Liability for Hidden Water Damage

In the wake of _____ a natural disaster/storm event, TAW has been requested to connect a temporary generator as part of the signed RENTAL AGREEMENT between TAW Power Systems Inc. (Leaser) and _____ (Lessee) dated _____.

Hidden and or Unseen electrical damage may have occurred as a result of flooding, wind driven water intrusion or other damaging storm conditions related to the Storm Event. Hidden electrical hazards that can cause fires often exist after flooding or water intrusion. Corrosion and insulation damage can occur when water, sand and silt get inside of electrical devices. A qualified electrician is recommended to inspect and repair electrical devices such as circuit breakers, fuses, wiring and others that have been submerged or exposed to water.

TAW Power Systems Inc. will be making the electrical connection at the Lessee's owned generator set circuit breaker on the existing equipment, thereby utilizing existing electrical connections, wiring and conduit to connect the rental/temporary generator set.

This WAIVER OF LIABILITY is entered into this _____ day of _____ 20____, between TAW Power Systems Inc., and _____. The rental generator set is being connected at the location identified on the RENTAL AGREEMENT, as such, will become part of the RENTAL AGREEMENT.

RELEASE AND WAIVER OF LIABILITY: Lessee hereby RELEASE, WAIVES and DISCHARGES TAW Power Systems Inc., its successors and assigns, and its officers, employees, agents and consultants, from all liability, loss, claims, damages, possible or actual of action, cost, attorneys' fees, and other expenses arising from any actions, claims, arbitrations, demands or lawsuits that may otherwise accrue, including claims for or relating to damages, loss or injury to persons or property, in any way resulting from or related to the connection of the rental generator to this property, from any cause whatsoever.

By signing below, I am stating that I have read this agreement and understand the possible ramifications of allowing TAW Power Systems Inc., to connect the rental generator

OFFERED BY: TAW Power Systems, Inc.
(Leaser)

ACCEPTED BY: _____
(Lessee)

SIGNED BY: Austin Kelm - Service Sales Rep.
(Signature & Title)

SIGNED BY: _____
(Signature & Title)

Date: March 21, 2022

Date: _____

Please forward this

information to your insurance agent or risk manager and have your policy endorsed as noted below to avoid any delays as a result of insufficient coverage.

Insurance Requirements Check List

Before renting a Generator or Other Equipment from TAW Power Systems, you will be required to obtain a certificate of insurance, which meets the following requirements:

Certificate of Insurance Requirements

- **General Liability**
\$1,000, 000 Comprehensive Contractual Liability per occurrence.
TAW Power Systems must be Listed as "Additional Insured"
- **Auto Liability**
\$1,000,000 combined single limit bodily injury and property damage per occurrence
TAW Power Systems must be Listed as "Additional Insured"
- **Physical Damage**
\$500,000 comprehensive coverage
TAW Power Systems must be Listed as "Loss Payee"
- \$250 Deductible for Comprehensive & Collision (*must be listed on certificate*)
- The certificate must provide the Lessor with at least 30 days prior written notice before cancellation or material change in coverage.
- **Certificate Holder**
TAW Power Systems, Inc
6312 78th Street
Riverview, FL 33578

Occasionally, it is necessary to exchange the original rental unit for a different unit, or you may desire to rent more than one piece of equipment at a time. Therefore, we prefer that the insurance policy be written with the provision "All Hired Equipment" in mind and provide both general and auto liability coverage, thus eliminating costly delays incurred while waiting to obtain an additional certificate of insurance.

Your cooperation is greatly appreciated. If you or your agent have any questions, please feel free to contact your service sales representative who has provided this agreement.

Estimate

3/25/2022 5:03:04 PM



ENGENDREN CORPORATION IEA, LLC
 9625 55th Street
 KENOSHA WI 53144
 USA
 (262) 942-1414

Customer: 5878

FOB: IEA Shipping, Kenosha, WI 53144

NORTH PALM BEACH PUBLIC SAFETY COMPLEX
 560 US HWY 1
 NORTH PALM BEACH FL33408
 USA

Phone:

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
SQ00004804	PAYMENT IN ADVANCE	3/25/2022	4/24/2022	001	US\$ US DOLLAR
	Quantity	Item		Unit Price	Extended Price
	2.00000			4,666.00000	9,332.00
	EA	1130139NL CORE KIT 10.00 9DJ6			

ACCOUNT WOULD BE SET UP AS PAYMENT IN ADVANCE.

LEAD TIME: 6 WEEKS FROM CONFIRMATION OF PREPAYMENT.

PRICE DOES NOT INCLUDE SHIPPING.

WE ASK THAT THE CUSTOMER ARRANGE SHIPMENT OR PROVIDE US WITH AN ACCOUNT TO SHIP AGAINST.

EC040S44

S/N 6695

	2.00000			4,716.00000	9,432.00
	EA	SW104 CORE KIT - USE CORE 1109515			

LEAD TIME: 6 WEEKS FROM CONFIRMATION OF PREPAYMENT.

PRICE DOES NOT INCLUDE SHIPPING.

WE ASK THAT THE CUSTOMER ARRANGE SHIPMENT OR PROVIDE US WITH AN ACCOUNT TO SHIP AGAINST.

	1.00000			17,600.00000	17,600.00
	EA	SW104 COOL SECT - SIM TO 2902497			

LEAD TIME: 13 - 14 WEEKS FROM CONFIRMATION OF PREPAYMENT.

PRICE DOES NOT INCLUDE SHIPPING.

WE ASK THAT THE CUSTOMER ARRANGE SHIPMENT OR PROVIDE US WITH AN ACCOUNT TO SHIP AGAINST.

	1.00000			500.00000	500.00
	EA	SW104 CRATE FOR COOL SECT			

Estimate

3/25/2022 5:03:04 PM



ENGENDREN CORPORATION IEA, LLC
9625 55th Street
KENOSHA WI 53144
USA
(262) 942-1414

Customer: 5878

FOB: IEA Shipping, Kenosha, WI 53144

NORTH PALM BEACH PUBLIC SAFETY COMPLEX
560 US HWY 1
NORTH PALM BEACH FL33408
USA

Phone:

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
SQ00004804	PAYMENT IN ADVANCE	3/25/2022	4/24/2022	001	US\$ US DOLLAR
Quantity	Item	Unit Price	Extended Price		

LEAD TIME: 2 WEEKS FROM CONFIRMATION OF PREPAYMENT.

PRICE DOES NOT INCLUDE SHIPPING.

WE ASK THAT THE CUSTOMER ARRANGE SHIPMENT OR PROVIDE US WITH AN ACCOUNT TO SHIP AGAINST.

Sale Amount:	36,864.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount	36,864.00

VILLAGE OF NORTH PALM BEACH
 605 PROSPERITY FARMS ROAD
 NORTH PALM BEACH, FLORIDA 33408

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
A standby generator while the Radiator is being replaced		4/5/2022
		Department:
		Public Works
Quote #	Vendor name, phone # & contact	Quoted Amount
1	Pantropic Power (AKA CAT)	\$10,622.50
2	TAW Power Systems (Kohler)	\$10,920.00
3	Sunbelt Rentals	\$13,102.12

Vendor

Selected: Pantropic Power

Reason The Pantropic Power quote is the low bidder and includes hookup of the generator, while the other two do not.

Approved: _____
 Department Head

Approved: _____
 Manager Approval

Note : Attach quotes to this summary sheet



Pantropic Power, Inc.
One Source, One Call, One Solution
www.pantropic.com
 8205 NW 58th ST
 Miami, FL 33166

DATE 3/30/2022
 Quotation # 3-30-2022ER
 Customer Acct. #: 3990734
 Quotation valid until: 4/29/2022

Quotation For:
 Village Of North Palm Beach
 560 U.S. Highway 1 North Palm Beach, FL33408

 Lumb Pete
 Cell:561-373-0527

JOBSITE: SPRINT BUILDING
 Village Of North Palm Beach
 Address :North Palm Beach, FL33408
 561-373-0527

Eduardo Riveron
 Email: Eddie_Riveron@pantropic.com
 Phone: (305) 477-3329, ext.3159
 Fax: (305) 639-0059
 Cell: (954) 214-1277

Comments or Special Instructions:

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
	Daily		Standby	Yes	Yes	Net-30

QUANTITY	Item ID	DESCRIPTION	Additional Description	UNIT PRICE	AMOUNT
1	XQ500	277/480V		\$ 4,950.00	\$ 4,950.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
20	4_Odd_50_Ft	400amp/4 odd cables 50 ft of cables		\$ 35.00	\$ 700.00
10	4_Odd_Female_Bare	4/0 Female Bare Pigtail		\$ 10.00	\$ 100.00
10	4_Odd_Male_Bare	4/0 MB Pigtail		\$ 10.00	\$ 100.00
	Loss Waiver	Loss Waiver		14%	\$ 693.00
	Rental_Evf	Environmental Fee		2%	\$ 49.50
	Re_Trans_E	Rental Transport External		\$ 2,140.00	\$ 2,140.00
					\$ -
					\$ -
					\$ -
					\$ -
		Tech to set up Connect & disconnect		\$ 1,890.00	\$ 1,890.00
					\$ -
					\$ -
					\$ -

*Notes:

SUBTOTAL	\$ 10,622.50
TAX RATE	0%
SALES TAX	
OTHER	
TOTAL	\$ 10,622.50

Service: Pantropic Power offers 24 hour emergency service and preventive maintenance

General Terms and Conditions:

- Equipment is subject to prior sale or rental
- Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
- Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customer can elect to hire our service department to perform maintenance at additional charges.
- Customer is responsible for all connections and disconnections of above referenced equipment unless otherwise noted.
- Pricing provided is with a one month minimum rental agreement.
- Machines will be shipped with 10% fuel per DOT regulation.
- Pantropic will provide top-off service and fuel dispensed will be at market price. Customer may elect this service: Yes No if Yes, please provide initials _____
- No alteration or modification to rented equipment is permitted. Customers will be charged for the equipment replacement cost for any such alteration or modification made in an effort to customize equipment to the particular form, fit, or function of their application.

Eduardo Riveron
 Rental Sales

 Name: _____

 Date: _____

 PO #: _____



RENTAL AGREEMENT

THIS RENTAL AGREEMENT made this **April 5, 2022** between TAW POWER SYSTEMS, INC, located at **1500 NW 15th Avenue, Pompano Beach, FL 33069**, (hereinafter called Leaser") and

<i>Village of North Palm Beach</i>	<i>Pete Lumb</i>	<i>(561) 373-0527</i>
(Customer Name)	(Print Name)	(Phone)
<i>645 Prosperity Farms Rd., North Palm Beach, FL 33408</i>		
(Customer Address)		

(Hereinafter called "Lessee").

PLACE OF USE: This rented equipment will be used *Village of NPB—Public Safety 67* at,
590 US Highway 1
North Palm Beach, FL 33408
 (Complete Address)

Which place will not be changed without prior consent of Leaser.

TERMS OF RENTAL: Leaser agrees to rent and Lessee hereby rents from Leaser the equipment and attachments described below (herein after collectively referred to as "Equipment"). This rental is for a guaranteed minimum term of 1 Week/Month beginning on the date of possession at equipment location and continuing on a weekly/monthly basis thereafter until the Equipment is returned at Lessee's expense to Leaser's above location. At its exclusive election, Leaser has the right to replace the Equipment herein with Equipment of equivalent capability, upon reasonable notice to Lessee. Lessee promises to pay Leaser weekly/monthly charges in **ADVANCE BEGINNING WITH THE DATE OF DELIVERY AND ON THE SAME DATE EACH WEEK/MONTH THEREAFTER, AS FOLLOWS:**

EQUIPMENT RENTED / QUANTITY	DESCRIPTION	RENTAL RATES ***	
		WEEKLY	MONTHLY
(1) 500 KW generator	480VAC	\$2,200.00	\$6,600.00
(8) runs 50' cable plus (8) ea male and female ends		\$352.00	\$1,056.00
Environmental Fee		\$88.00	\$264.00
R/T Transportation		\$3,000.00	\$3,000.00
1st WEEK/MONTH RENTAL CHARGES (plus applicable sales tax)		\$5,640.00	\$10,920.00
SUBSEQUENT WEEKLY/MONTHLY RENTAL CHARGES (plus applicable sales tax)		\$2,640.00	\$7,920.00
FUEL: Amount of fuel at start of rental is TBD . It is Lessee's responsibility to return unit with an equal amount of fuel or pay TAW Cost + 25% per gallon with delivery charges for the difference.			

***1 WEEK = 2-7 DAYS
 1 MONTH = 28 DAYS

Payable to Leaser at TAW P.O. BOX 3381, Tampa, FL 33601-3381

INSTALLATION & DISCONNECTING GENERATOR: A technician for installation & disconnecting the generator is not included. If needed, TAW Power System labor rates are \$105.00/hr regular time, \$157.50/hour overtime and \$210.00/hr double-time

ADDITIONAL RENT: User agrees that the above rental is based on the use of the Equipment for one shift per day, or in any event not more that forty hours (40) per week, or one hundred sixty (160) hours per month. If Equipment is operated in excess of forty hours (40) per week, or one hundred sixty (160) hours per month, then additional rent will be charged, as determined exclusively by Leaser, as follow:

Double shift rate, 80 hours per week or 336 hours per month is 1.5 times the single shift rate.

Triple shift rate, 120 hours per week or 672 hours per month is 2 times the single shift rate.

INSURANCE: Subject to the provisions of paragraph 10 in the terms and conditions on the reverse hereof, Lessee shall provide full insurance coverage for the Equipment in the amount of \$1,000,000.00 and, in addition, minimum liability insurance in the amount of \$1,000,000.00, per occurrence. Prior to delivery to or operation of the equipment by Lessee, Lessee shall furnish to Leaser and original certificate of insurance signed by a duly authorized agent of the insuring company specifically naming Leaser as loss payee and additional insured.

LATE CHARGES: If any payment due Leaser is not paid within thirty (30) days after due date, Lessee agrees to pay Leaser a late charge of 1.5% per month (18% annual rate) on the amount unpaid, from the date payment became due.

PREVENTIVE MAINTENANCE: A preventive maintenance service must be performed on this unit after every 200 hours of operation. TAW should be notified when service is required. TAW labor rates are \$105.00/hr regular time, \$157.50/hour overtime and \$210.00/hr doubletime. Customer will be responsible for labor plus parts necessary to perform PM service.

NOTES:.

1. Customer will provide a safe and secure area for the rental generator and cables to be set during the rental period.
2. All of the above pricing are subject to change due to equipment availability and location at time of contract signing.
3. Cable must be returned in same manner as upon delivery, coiled and in trailer, otherwise charges may be added.
4. Rental contract does not include any permitting, inspections, or engineering which may be required. All will be at an additional charge to the customer.
5. Proposed rental generator. is for standard, temporary use and does not include or meet AHCA requirements. If accessories to meet AHCA are required, additional cost will be incurred based upon TAW's applicable time and material rates.
6. If customer is tax exempt, a copy of tax certificate must be on file with TAW.

OFFERED BY: TAW Power Systems, Inc
(Leaser)

ACCEPTED _____ BY:
(Lessee)

SIGNED BY: Austin Kelm – Service Sales Rep.

SIGNED BY: _____
(Signature & Title)

Date: April 5, 2022

Date: _____

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. **LIMITATIONS OF WARRANTY:** LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND THE ONLY WARRANTY GIVEN ASSIGNED TO LESSEE PURSUANT TO THIS AGREEMENT IS THE MANUFACTURER'S STANDARD WARRANTY. LESSOR MAKES NO REPRESENTATION AND GIVES NO OTHER WARRANTY OF ANY KIND VERBAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSEE WAIVES ALL CLAIMS AGAINST LESSOR, OF ANY DESCRIPTION, FOR ANY DAMAGES INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT DIRECT OR INDIRECT SPECIAL OR CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOSS OF USE OR LOSS OF PROFITS HOWEVER ARISING.
2. **INSPECTION ON DELIVERY:** Lessor shall use reasonable care to see that Equipment is in good operating condition before delivery. Any demonstration prior to delivery shall be agreed between the parties. Lessee shall inspect the rented Equipment prior to receipt thereof and the prior to its initial use or operation. Unless Lessee, prior to the initial use or operation of said equipment gives written notice to Lessor specifying any defect in/or other proper objection to said equipment. Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee that Lessee has fully inspected and acknowledged that said Equipment is in good condition and repair, and that Lessee is satisfied with and has excepted the rented Equipment in such good condition and repair. Lessor may inspect the rented equipment at all reasonable times.
3. **DAMAGE OR SHORTAGE:** If the Equipment is delivered to Lessee by any carrier and damaged or incomplete condition. Lessee shall obtain written acknowledgment of the damage or shortage from the carrier. Failure to obtain acknowledgment constitutes acceptance of the equipment by Lessee. Lessee shall bare responsibility for repair or completion of the equipment. If Lessee obtains written acknowledgment of damage or shortage caused by Lessor than Lessor shall use reasonable diligence to repair the damage or replace the shortage; but the date of delivery and acceptance of the equipment shall not be extended due to damage or shortage. If the equipment is delivered in unserviceable condition not caused by Lessor, Lessor may elect to render the equipment serviceable within a reasonable time or cancel this lease. In no event shall Lessor be liable for damage resulting from loss or breakage in shipment. In no event shall Lessor be liable for any special or consequential damages resulting from damage, shortage, or defects of any description in the Equipment delivered to Lessee. Furthermore, Lessor shall have no liability to Lessee for damage resulting from loss or breakage occurring during shipment of the Equipment to Lessee.
4. **MAINTENANCE & OPERATION:** Lessee will at all times and at its own expense keep the rented Equipment in good working order and operating condition. Except as agreed in writing, Lessee will furnish all replacement parts and maintenance required to preserve the Equipment in the same condition as when delivered subject only to ordinary wear and tear. Lessee will operate the rented Equipment with reasonable care and will use it only for the purpose for which such Equipment was designed specifically excluding such use that would result in abnormal wear, and Lessee will comply with all laws, regulations and ordinances applicable to the possession maintenance and operation of the rented Equipment. The operation and maintenance of the rented Equipment shall be under the sole and exclusive control Lessee and the personnel operating and maintaining the rented Equipment shall be the agents and employees of Lessee and not Lessor. Lessee acknowledges responsibility for any special or additional cost and maintenance required on tracked Equipment to maintain the Equipment in good working order. Lessee shall pay all expenses associated with transport of the Equipment.
5. **SERVICE BY LESSOR:** If Lessor is requested or required to repair or maintain the Equipment, then Lessee agrees to pay Lessor's customary standard and overtime rates for parts and repairs. Lessee is responsible for meeting all manufacturer warranty requirements for parts and labor to preserve warranty.
6. **UNIONS:** The Lessee agrees to pay any charges for work or inspection required by any labor union. The Lessor may at its option, refuse or do any repair work on the Equipment in time of strikes, or any other cause beyond its control or in violation of any rule or policy of Lessor, affecting the Equipment. The Lessor reserves the right to remove the Equipment from any physical site on which the Equipment is located, at any time, when, in the opinion of Lessor, the Equipment is jeopardized, because of strikes or any other labor activity. This right shall be in addition to any rights of Lessor in the event of a default by Lessee as provided in this Agreement.
7. **TAXES:** Lessee will pay all taxes, fees and other charges which may be imposed on this transaction or in connection with the use of rented Equipment during the term of this Rental Agreement except that Lessor shall pay Florida personal property ad valorem tax.
8. **DAMAGES TO EQUIPMENT; LOSS VALUATION:** Lessee is responsible for any loss or damage to the Equipment due to theft, casualty or any other cause, until the Equipment is returned to possession of Lessor and accepted by Lessor. Lessee's liability as provided in this paragraph shall include, without limitation, all expenses of repair or replacement of the Equipment and any of its components and shall further include all damages, direct or indirect, special, or consequential, including, without limitation, loss of rents and loss of profits. The insurance value of the Equipment stated on this lease shall be presumed correct for purposes of valuing a loss. No credit against value shall given for rents paid or due. Loss Valuation as provided in this Agreement shall not constitute the basis for determining the fair market value or purchase price of the Equipment in the event of a sale of the Equipment to Lessee or any third party.
9. **INDEMNITY:** Lessee further agrees to indemnify the Lessor against all loss, liability, damage, expense and penalty, direct or indirect, arising from any action on account of any injury to any person or property of any character whatsoever occasioned by the operation, handling, or transportation of any of the Equipment during the rental period, and while said machinery and Equipment is in the possession or under the custody and control of Lessee, including such claims and suits wherein the Lessor is claimed to have been negligent in connection with the lease of said Equipment or is claimed to have leased defective Equipment. This Agreement of Indemnity shall include, without limitation, all special and consequential damages incurred or suffered by Lessor and shall further include all attorney's fees and costs incurred by Lessor, whether involving litigation or not, and whether incurred before or after entry of any order, judgment, decree or other adjudication against Lessor and arising out of the Agreement with Lessee.
10. **INSURANCE:** The Lessee agrees to protect the Lessor with full insurance coverage, said insurance to cover damage occasioned by fire, theft, flood, explosion, accident, act of God, or any cause, including loss of or damage to the Equipment that may occur during life of this Agreement. In addition, Lessee shall protect the Lessor with full insurance coverage for any injury to any person or property of any character whatsoever occasioned by the operation, handling or transportation of any of the Equipment during the rental period and while said Equipment is in the possession or under the custody and control Lessee, including such claims and suites wherein the Lessor is claimed to have been negligent in connection with the lease of said Equipment or is claimed to have leased defective Equipment. Lessee shall deliver additional proof of insurance within (ten) 10 days of any subsequent request from Lessor.
11. **OWNERSHIP:** The rented Equipment shall at all times remain and be the sole and exclusive personal property of Lessor, or of its assignee, and Lessee shall have only the right to possession and use of the same upon and under the conditions stated in this Agreement. It is specifically understood by and between the parties that this Rental Agreement is a true lease and by execution of it, the Lessee shall acquire no equity in or right of ownership to the Equipment, and shall have no other rights of any description. Lessee shall sign UCC-1, or similar financing statement, or any other document requested at anytime to protect the interest of Lessor.. The Equipment shall not become a part of any property or building, by being placed therein or by being affixed

thereto. Where the Equipment is affixed to any property, the Lessee shall furnish the Lessor with a landlord's release, which shall permit the Lessor to remove the Equipment from said property at any time during the life of, or after the expiration of, this Agreement. The Lessor reserves the right to obtain such release directly, if necessary.

12. **LEVY OR SEIZURE:** Lessee agrees, when requested by Lessor, to give Lessor the location of the Equipment covered by this Agreement and to give Lessor immediate notice of any levy or seizure attempt upon said Equipment, and to indemnify Lessor against all direct and indirect losses and damages caused by any such action, including, without limitation, special and consequential damages, attorney's fees and costs. Lessor may enter any job building or location where the equipment is being used to inspect it, and reserves the privilege of removing the Equipment on two (2) hours' notice if it is being overloaded, taxed beyond its capacity, or in any manner abused or neglected, as determined exclusively by Lessor.

13. **SUBLEASING:** The Equipment hereby leased shall not be sublet without the written consent of the Lessor nor shall said property to be moved out of the state specified in this contract without the written consent of the Lessor.

14. **DEFAULT; PAYMENT:** In the event of any default by Lessee in the payment of any monthly charges or in the performance of any of the Terms and Conditions of this Agreement, or if, in the opinion of the Lessor, the rented Equipment is being misused or damaged in excess of ordinary wear and tear, or if Lessee becomes insolvent or ceases to do business as a going concern or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Lessee, or if the rented Equipment is attached or a receiver is appointed for Lessee then this Agreement may be terminated at the option of the Lessor and Lessor may take immediate possession of said Equipment, wherever found, without waving any rights to any amounts due to Lessor hereunder or to any other rights of Lessor hereunder. In the event of any default, the entire total minimum rent shall become immediately due and payable, without any demand by Lessor, or notice to Lessee. In addition, Lessee agrees to pay all costs including, without limitation, all court costs and reasonable attorney's fees, whether incurred prior to or subsequent to any final judgment, order or decree, at trial, on appeal, or in any legal proceeding, including, without limitation, any bankruptcy proceedings. Lessee further agrees that in the event any action arise out of or in connection with this Agreement, venue shall be placed in the Courts of Hillsborough County, exclusively. Pursuant to Section 222.11, Florida Statutes, and if Lessee is an individual, Lessee further agrees to permit garnishment of any monies due Lessee, as disposable earnings, to enforce any amounts found due to Lessor pursuant to this Agreement. **IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, LESSEE AGREES TO WAIVE TRIAL BY JURY.** Delay or failure by Lessor to assert a default hereunder shall not constitute a waiver of any subsequent default. Lessee agrees that if any of the lease provisions are violated and Lessor demands the return of the Equipment that Lessee shall gather the Equipment together and make it available for Lessor at location convenient for Lessor and this lease shall constitute authority to the watchman or other persons responsible for Equipment to deliver all or any part of the Equipment to the Lessor or its agents. The Lessee agrees to pay all rentals when they are due and for all service and materials furnished and all damages and sums due the Lessor under this contract as soon as the loss occurs or services are rendered or materials are furnished.

15. **ALTERATIONS:** Lessee agrees that it will make no alterations in or substitution of any attachments, components or tires or remove or add any plate or marking affixed to the Equipment, without obtaining prior written permission from Lessor.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and no prior oral or written representations, promises or undertakings shall affect, vary, alter or modify the terms hereof. This agreement shall be governed and enforced under the laws of Florida and may not be modified, altered or amended, except by written agreement, signed by Lessor and Lessee. This Agreement shall bind and remain enforceable as to the heirs, personal representatives, successors and assigns of the parties hereto.



Attachment A

Waiver of Liability for Hidden Water Damage

In the wake of _____ a natural disaster/storm event, TAW has been requested to connect a temporary generator as part of the signed RENTAL AGREEMENT between TAW Power Systems Inc. (Leaser) and _____ (Lessee) dated _____.

Hidden and or Unseen electrical damage may have occurred as a result of flooding, wind driven water intrusion or other damaging storm conditions related to the Storm Event. Hidden electrical hazards that can cause fires often exist after flooding or water intrusion. Corrosion and insulation damage can occur when water, sand and silt get inside of electrical devices. A qualified electrician is recommended to inspect and repair electrical devices such as circuit breakers, fuses, wiring and others that have been submerged or exposed to water.

TAW Power Systems Inc. will be making the electrical connection at the Lessee's owned generator set circuit breaker on the existing equipment, thereby utilizing existing electrical connections, wiring and conduit to connect the rental/temporary generator set.

This WAIVER OF LIABILITY is entered into this _____ day of _____ 20____, between TAW Power Systems Inc., and _____. The rental generator set is being connected at the location identified on the RENTAL AGREEMENT, as such, will become part of the RENTAL AGREEMENT.

RELEASE AND WAIVER OF LIABILITY: Lessee hereby RELEASE, WAIVES and DISCHARGES TAW Power Systems Inc., its successors and assigns, and its officers, employees, agents and consultants, from all liability, loss, claims, damages, possible or actual of action, cost, attorneys' fees, and other expenses arising from any actions, claims, arbitrations, demands or lawsuits that may otherwise accrue, including claims for or relating to damages, loss or injury to persons or property, in any way resulting from or related to the connection of the rental generator to this property, from any cause whatsoever.

By signing below, I am stating that I have read this agreement and understand the possible ramifications of allowing TAW Power Systems Inc., to connect the rental generator

OFFERED BY: TAW Power Systems, Inc.
(Leaser)

ACCEPTED BY: _____
(Lessee)

SIGNED BY: Austin Kelm – Service Sales Rep.
(Signature & Title)

SIGNED BY: _____
(Signature & Title)

Date: April 5, 2022

Date: _____

Please forward this

information to your insurance agent or risk manager and have your policy endorsed as noted below to avoid any delays as a result of insufficient coverage.

Insurance Requirements Check List

Before renting a Generator or Other Equipment from TAW Power Systems, you will be required to obtain a certificate of insurance, which meets the following requirements:

Certificate of Insurance Requirements

- **General Liability**
\$1,000, 000 Comprehensive Contractual Liability per occurrence.
TAW Power Systems must be Listed as "Additional Insured"
- **Auto Liability**
\$1,000,000 combined single limit bodily injury and property damage per occurrence
TAW Power Systems must be Listed as "Additional Insured"
- **Physical Damage**
\$500,000 comprehensive coverage
TAW Power Systems must be Listed as "Loss Payee"
- \$250 Deductible for Comprehensive & Collision (*must be listed on certificate*)
- The certificate must provide the Lessor with at least 30 days prior written notice before cancellation or material change in coverage.
- **Certificate Holder**
TAW Power Systems, Inc
6312 78th Street
Riverview, FL 33578

Occasionally, it is necessary to exchange the original rental unit for a different unit, or you may desire to rent more than one piece of equipment at a time. Therefore, we prefer that the insurance policy be written with the provision "All Hired Equipment" in mind and provide both general and auto liability coverage, thus eliminating costly delays incurred while waiting to obtain an additional certificate of insurance.

Your cooperation is greatly appreciated. If you or your agent have any questions, please feel free to contact your service sales representative who has provided this agreement.



PC#: 0091
 3701 NW 120TH AVE
 CORAL SPRINGS, FL 33065 2532
 TELEPHONE: 954-577-9429

SUNBELT RENTALS, INC.
 Salesman: 009135 VIDOUREK, KEVIN (09
 Typed By: RWALLACE1

Job Site:
 VILLAGE OF NORTH PALM BEACH
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408 4902
 C#: 561-691-3440 J#: 561-373-0527

QUOTE



Contract #.. 124238496
 Contract dt. 3/29/22
 Date out.... 4/15/22 10:00 AM
 Est return.. 5/13/22 10:00 AM
 Job Loc..... 560 US HIGHWAY 1, NORTH PALM BEA
 Job No..... 3 - VILLAGE OF NORTH
 P.O. #..... PENDING
 Ordered By.. LUMB, PETER
 NET 60

Customer: 528616
 VILLAGE OF NORTH PALM BEACH
 501 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	500KW DIESEL GENERATOR TOWABLE 0090315 480v/3phase standby rates	1676.75	1676.75	3750.00	8750.00	8750.00
20.00	4/0 CAMLOCK CABLE 50'	26.41	26.41	53.10	125.00	2500.00
10.00	4/0 MALE PIG TAIL	8.55	8.55	24.30	50.15	501.50
*** EQP MSG ***						
8	Hrs/Day 40	Hrs/Wk = 1.0x Rate				
9-16	Hrs/Day 41-80	Hrs/Wk = 1.5x Rate				
17+	Hrs/Day 81+	Hrs/Wk = 2.0x Rate				
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	180.000	180.00		
1	ENVIRONMENTAL	EA	170.620	170.62		
TRANSPORTATION SURCHARGE						
ENVIRONMENTAL/HAZMAT FEE 2133XXX0000						
DELIVERY CHARGE						500.00
PICKUP CHARGE						500.00

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

- IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
- MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
- CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
 - Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 - Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
 - If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 - Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
 - Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section B and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
 - Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 - Customer waives its right to a jury trial in any dispute as set forth in Section 19.
 - At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...



PC#: 0091
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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
Sub-total:						13102.12
Total:						13102.12

All amounts are in USD

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
 REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 9 and Environmental Fee in Section 10, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY FEBRUARY 1, 2022**

Present:

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

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Alex Ahrenholz, Principal Planner
Zakariya Sherman, Leisure Services Director

Council Member:

David Norris, Council Member

I. CALL TO ORDER

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

A. ROLL CALL

All members of the Planning Commission were present. Mr. Haigh arrived at 6:35 PM.

II. APPROVAL OF MINUTES

The Minutes of the January 11, 2022 Regular Meeting were approved as written.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. Anchorage Park Boat Storage

Application by the Village of North Palm Beach for the redesign of the existing dry boat storage yard at Anchorage park.

Mr. Hubsch introduced Leisure Services Director, Zakariya Sherman, who briefly spoke about the plans and introduced the civil engineer and landscape architects who will make the presentations. The Village is seeking

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

to redesign the dry storage compound at Anchorage Park to construct a more secure, functional and attractive storage facility. The new dry storage area will accommodate the current four (4) separate storage areas into one (1) area on the north side of the park. The new compound will be enclosed by a perimeter structure with a secure entrance and illumination, in accordance with Crime Prevention through Environmental Design (CPTED) principles. The presentations have been made to the Recreation Advisory Board who provided input on functional components and the Police Department has also been included in the planning process to ensure security issues have been addressed.

Adam Swaney, Civil Engineer, Engenuity Group, was present to represent the project. He presented the proposed plans for the storage parking lot, which is currently unpaved, to be paved and will be expanded to include more stalls. The expansion and paving will have an impact on drainage and water runoff, resulting in storm water impacts. Underground storm water storage and exfiltration trenches with two small dry retention areas are being proposed. A permit will be submitted to the South Florida Water Management District to mitigate any additional runoff. No existing trees will be affected. The area at the boat wash will be widened to accommodate turn around, and rerouting of the path and paving the area with asphalt are also proposed.

Emily O'Mahoney & Kevin Smith, Landscape Architects, 2GHO, were present to represent the project. She presented recommendations for the enclosure and landscaping designs, after meeting with the Recreation Advisory Board. The Board's recommendations included not relocating the path behind the ball field as it is currently located close to the current road, and relocating an oak tree outside of the boat storage, which overhangs onto the stored boats. Removal of the exotic plants along the north buffer is planned, Zones have been suggested for the landscaping plan for either phasing in or for reference. Zone "A" would be the planting of a mangrove hedge to create a buffer along the water, which the neighbors are wanting. Zone "B" would be planting sabal palms, saw palmetto and coco plum along the top of the bank, and Zone "C" is an understory buffer below the large ficus trees. The proposed fence is grill type with a calusia hedge.

The Chairman asked for comments from the public.

Shawn Woods, 532 Kingfish Rd., concerned with the amount of asphalt, which generates heat and the possible deterioration of the boat trailer and RV tires. Concerned about the amount of water around the roots of the oak trees. Also would like to see plants that would provide food sources for pollinators and butterflies. Concerned about the cost.

Chris Ryder, 118 Dory Rd. S, prepared extensive notes for the record in addition to making public comments. Concerned about the double walkway, would like consideration of different choice of ground cover, concerned about the amount of asphalt and the impacts of storm water runoff and storage, feasibility of planting mangroves in lieu of keeping the sea grapes, cost of project and future maintenance, and would like his comments to be considered.

Tim Hullihan, 840 Country Club Dr., spoke about the overuse of calusia plants/hedges, spoke against removing the pathway to accommodate more boats, stated the oak tree to be relocated is actually in the fence, and expressed concern about the aesthetics of the storage area getting so close to Anchorage Dr. Also feels the use of pervious pavement and the ability to pave it is favorable.

Kim Pasqualini, 632 Inlet Rd., concerned about the removal of the plants currently providing a buffer on the north end as it will disrupt the animal habitats established there and will also affect her view as she lives across the

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

canal. Her view will be the fence, boats and RV's while she waits for the mangroves to grow. Also concerned about the cost.

Mary Phillips, 525 Ebbtide Dr., says she uses the park and the walkway every day, concerned about relocating the oak tree again as it was originally relocated from US 1, concerned with the loss of green space at the park to accommodate boat parking.

There were no comments from the public participating via Zoom.

The Chairman closed the public comments.

The Planning Commissions members discussed whether removing the path or relocating the path, will it impact the ball park; concern about future costs to maintain asphalt; what will fortify the canal bank if the vegetation is removed; are fence details available; is there a funding source for the project; whether a lighting plan has been developed for the storage area; concern regarding the cost maintaining mangroves; would like other considerations to be explored in lieu of a calusia hedge; recommending that other surfaces be explored in lieu of asphalt; whether the Planning Commission is to make a formal recommendation with the plans only 60% complete; concern regarding changing the view for residents of Inlet Rd. by removing the current vegetation; concern about the curving top of the fence feels prison like and recommending a prettier option; what the net gain of spaces will be at completion; whether a plan for the south side phase of renovation has been developed; whether the turning radius at the boat wash will accommodate larger boats; and desire to see more green space.

Mr. Swaney and Ms. O'Mahoney addressed the concerns of the public and the Planning Commission members.

Mr. Rubin advised that the Village Council will be making the final approval of the Anchorage Park plans, and the item will come back to the Planning Commission once the plans are completed, therefore the Board's input will be considered during the finalization process. The Planning Commission is not required, at this time, to make a Motion or Recommendation to Village Council.

2. 2022-0035 Benjamin School Parking Lot

Application by Urban Design Studios on behalf of Benjamin Private School Inc. for amendment to parking, paint colors and signage at 11011 US Highway 1.

Joni Brinkman, Urban Design Studio, presented the project to the Planning Commission. The Benjamin School purchased the property in 2021 to expand parking and facilities for the campus. Prior to that, the subject site operated as a gas station and a bank. Due to the prior use of a gas station on site, environmental remediation efforts will be undertaken in the front portion of the site along US-1. Temporary fencing will be installed to secure the eastern portion of the site containing the row of 13 parking spaces along US-1 and the principal building, while this work takes place. It is anticipated that the entirety of the environmental remediation work will last 1 year. The building is intended to be used by maintenance staff for storage and offices. No educational use of the building is proposed. Once the school determines the ultimate use of the building, the appropriate zoning process will take place at that time.

Parents and staff going to the existing buildings further down McLaren Road will utilize the parking lot. The drive thru lanes on the west side of the building will be removed and an additional 14 spaces added to the existing 36

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

on site, for a new total of 50 parking spaces. As an office use, the building will require 10 spaces, and will be well over-parked.

Included with the application are an Affected Area Site Plan and Affected Area Landscape Plan depicting the revised parking lot layout in the western portion of the lot. Also included are representative depictions of the proposed updates to the freestanding signage and the repainting of the principal building to match similar themes of the existing Benjamin School Campus. Staff also confirmed the allowance of two existing nonconformities to remain in regard to the dumpster enclosure encroaching 1' into the 5' northern landscape buffer, and the free-standing monument sign encroaching in the required 10' front setback located 8.9' away from the front property line and encroaching into the 25' street intersection corner clip. While these are existing non-conformities, there is no negative impact on surrounding properties. The location of the dumpster is properly screened from the neighboring Benjamin School site as the landscape buffer contains a masonry in between the site and the school.

The Chairman asked for comments from the public. Seeing there were no comments, the Chairman closed the public comments.

Leslie Downs, CFO, The Benjamin School, 9513 SE Cove Point St., Tequesta, was present to represent the project.

The Planning Commissions members discussed whether any landscape is planned along US 1; what is the time frame for determination of future building use; whether the school is aware of the Village's future plans for the US 1 corridor, north of Parker Bridge to PGA Blvd.; whether there is a sidewalk for people to get from the parking lot to the school and is it accessible for those with mobility issues; what type of fencing will be used for the remediation project; and whether any future sidewalk is part of the PUD. The Board also discussed requiring completion within two (2) years, installing green screen around the fence and addition of a Knox Box for emergency vehicle access.

Motion: Mr. Haigh moved to approve the application as submitted with Staffs conditions that the property owner submit a Business Tax Receipt before occupancy of the building and building permits shall be submitted for the work, and the condition that a pedestrian sidewalk from the parking lot to the school be installed where feasible. Mr. Hogarth seconded the motion, which passed 7-0.

B. BOARD OF ADJUSTMENT

1. 932 Shore Dr. Appeal

Application submitted by NP Management LLC for an appeal to the administrative denial of permit 2021-1516.

Mr. Alex Boxner will be acting as Counsel for the Planning Commission.

Mr. Santo DiGangi, Attorney, 303 Banyan Blvd., Suite 400, West Palm Beach, was present to represent the Appellant.

Mr. Bruce Kemp, Electrical Contractor, 4567 Southern Blvd., West Palm Beach, was also present.

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

Mr. DiGangi submitted several documents to be included in the record. They included a power point presentation, transcript of the 4/13/2017 Village Council Meeting, transcript of the 8/10/2017 Village Council Meeting, and letter from Attorney Gregory Coleman to Attorney Len Rubin dated 12/9/2020.

Mr. Rubin objected to the submission of the transcripts.

Mr. DiGangi stated the reason for the appeal, and introduced Mr. Kemp, the electrical engineer.

Mr. Kemp stated the permit application history and subsequent denial from Community Development Director Jeremy Hubsch. Mr. Kemp states that the denial was for the installation of mechanical equipment in the front yard. He explained that the equipment is not considered mechanical equipment, and if the front yard was not acceptable, it could be placed along the side yard. He further states that the second reason of denial was that the dock, which was permitted, fails to meet the definition of a legal private dock per the Village's Code as the dock will not be used by an occupant of the primary residence or members of the occupant's family. He refutes this statement stating that Mr. Bozzuto legally owns the house, would like to put his boat at the dock and how long he utilizes the home is of no one's concern. He recommends that the Planning Commission overturn the Director's denial.

Mr. Rubin asked Mr. Kemp what is the reason to convert the current single phase power to three phase power. Mr. Kemp replied that it is what the "vessel wants". Mr. Rubin asked why would this vessel want this much power, and Mr. Kemp stated it was due to its size.

Mr. Hubsch presented the history for the denial. The appellant's property is a traditional single family home in a residential neighborhood, but has an FPL pad mounted transformer, a step up transformer and an electrical room, with a complex electrical plan, the likes the Village has not seen before. There are also seven (7) pedestals located along the back. The Village Code addresses the aesthetics of mechanical utility hardware, which includes transformers, that they need to be located behind the property line. The example provided by the appellant of transformers in front yards is in the Pepperwood neighborhood, a development that was annexed into the Village, they are not located throughout the Village. In addition, when the Village was platted in the 1960's, the waterways were not designed to accommodate a 112 foot yacht. The typical residential home with a boat does not require three (3) phase power and an electrical room.

The Chairman asked for comments from the public.

Lisa Gallagher, 704 Teal Way, spoke in opposition to the appeal.

Rita Budnyk, 804 Shore Dr., spoke in opposition to the appeal.

Beth Ehinger, 879 Country Club, (read by Rita Budnyk) spoke in opposition to the appeal.

Scott Goodby, 717 Teal Way, spoke in opposition to the appeal.

Mark Michaels, 648 Shore Rd., spoke in opposition to the appeal.

Deborah Cross, 2560 Pepperwood Cir. S., spoke in opposition to the appeal.

Lisa Jensen, 606 Shore Rd., spoke in opposition to the appeal.

Shawn Woods, 532 Kingfish Rd., spoke in opposition to the appeal.

Chris Ryder, 118 Dory Rd. S, spoke in favor of approval of the appeal.

Andrew Faigen, 1013 Country Club Dr., spoke in opposition to the appeal (via Zoom)

The Chairman closed the public comments.

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

The Planning Commissions members discussed why the applicant is not present to represent himself and is relying on testimony of the electrical contractor and attorney; what is the intent of the dock ordinance specifically in regards to owner or occupant; whether the yacht will have a crew and where will they live; who will live at the house; whether the information in “Exhibit A” is truthful in that Mr. Bozzuto will occupy the residence; whether the locating of the transformer to the side yard will remain to pose an issue; whether the yacht “Honey” is planned to be docked at the residence; whether other similar permits have been denied in the Village; whether the vessel can use single phase power; whether a homeowner who rents out his house can use the dock; what is the number of boats that are planning to be docked that will require the number of pedestals; and discussion that this amount of power and equipment appears more like a commercial marina than a single family residence.

Motion: Mr. Hogarth moved to deny the appeal. Ms. DeWitt seconded the motion, which passed 7-0.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Zoning in Progress will be hopefully be brought back to Planning Commission at the April meeting.
- 200 Yacht Club project is redesigning to do away with the height waiver.

B. Commission Member Comments:

- Boat size allowances/restrictions should be addressed in the Code. There is enough community concern for regulations to make it necessary to discuss.
- Status of the North Palm Beach Marina project.
- Status of the State Farm Insurance project.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 9:17 PM.

Minutes typed by Jane Lerner



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, February 7, 2022

6:00 pm

1. Call to Order: Vice Chairman Lisa Interlandi called the meeting to order at 6:00 pm.
2. Roll Call:
 - Present: Lisa Interlandi, Mary Phillips, Camille Carroll, Kendra Zellner, Ellen Allen, Shawn Woods
 - Absent: Karen Marcus
 - Also Present: Andy Lukasik, Village Manager; Ken Hern, Streets & Stormwater Manager
3. Public Comments:
 - a. Resident Chris Ryder, 118 Dory Road S.:
 - i. Dry storage area - provided a handout of his proposed ideas.
 - ii. Swales and power line undergrounding – recommends FPL install power line conduit to prevent damage while installing swale trees. Undergrounding project could possibly assist in stormwater drainage.
 - iii. C-17 canal:
 1. Shorelines stabilization – all man-made canals should be treated the same and shouldn't be treated like a river.
 2. Mangroves (Zone 1) – most restrictive in SFWMD documentation.
 - iv. Lozman floating dock – recommends we not engage with him.
 - v. Board and committee meetings - designate one councilmember to attend each meeting.
 - b. Mary Phillips spoke on behalf of a resident who is master gardener. She said the Town of Palm Beach's Garden Club website states that bird and Butterfly numbers are decreasing. She recommended that our community garden committee operate as the North Palm Beach Garden Club in order to build upon what the Town of Palm Beach Garden Club established. Mary Phillips suggests perhaps residents could offer to plant a butterfly garden on their property. The resident also suggested perhaps the Village could start a seagrass club similar to the Harbor Branch Seagrass Club and plant seagrass in the Earman River to feed Manatees. Lisa Interlandi stated that seagrass will only grow in certain compatible locations.

4. The Minutes of the January 10, 2022 regular meeting were approved.
5. Anchorage Park Dry Storage Area Plan Presentation by 2GHO engineers Emily O'Mahoney:
 - a. 60% plans complete for boat storage.
 - b. Latest draft addresses the boat storage enclosure with the goal of increasing the number of spaces for boat trailers and RVs.
 - c. Andy Lukasik stated that, during several phases of renovation, some key goals are to remove existing exotics, implement weed control improvements and increase the size of the canopy.
 - d. Committee expressed concerns regarding the type of material used for parking areas: impervious vs. pervious however, cost may be a factor.
 - e. Committee emphasized that the safety of birds and manatees must be considered.
 - f. Committee recommended a pathway along the north fence line however, available space may be prohibitive.
 - g. Committee expressed concerns regarding boat wash waste water drainage destination. Ken Hern stated that it drains into a catch basin.
 - h. Lighting - Committee recommended utilization of down lighting that will comply with "dark skies" ordinance.
 - i. Screening:
 - i. Committee requested consideration be given to the northern tree line to ensure tree diversity and varying heights.
 - ii. Committee concerned that existing Ficus trees create challenges with understory vegetation growth.
 - iii. Committee requested additional options, other than a hedge, at the fence line due to hedge height capabilities and the high level of maintenance required.
 - iv. Committee recommended considering expense of tree relocation and the likelihood that they may die, compared to total replacement.
 - v. Committee recommended utilizing a variety of fast-growing native plantings.
 - vi. Andy Lukasik mentioned that a test area could be installed in southern Anchorage Park for committee review.
 - vii. Lisa Interlandi recommended the committee visit her property at 150 S. Anchorage Drive to see the native plantings in her front yard.
6. Community Greening:
 - a. Tree Canopy Survey - Ken Hern requested quotes from three (3) companies. The first company to respond quoted \$19,200.00. Staff are waiting for the other two (2) companies to respond.
 - b. Grant Opportunities - Ken Hern stated that staff continue seeking grant opportunities.
 - c. Heritage Day Tree Giveaway:
 - i. Ken Hern mentioned that Chairperson Marcus is researching which species should be given away and the US Forestry Service will provide information as well.
 - ii. Staff are researching funding sources for the trees.

- d. Miscellaneous:
 - i. Committee stated that Arbor Day is on April 29.
 - ii. Committee recommended implementation of tree planting parties for community engagement.
- 7. Urban Garden:
 - a. At the next committee meeting, they will discuss:
 - i. Board member titles.
 - ii. Responsibilities.
 - iii. Supplies.
 - iv. Advertising.
 - v. March 12 Grand Opening event.
- 8. Water Quality Initiatives:
 - a. Ken Hern stated that the RFQs for the Stormwater Master Plan have been received and there will be an evaluators' committee meeting in early March.
 - b. Ken Hern stated that three (3) Lita Traps will be installed next week. Locations will be the east alleyway and neighborhoods close to waterways.
 - c. Ken Hern stated that water quality testing is being conducted in Country Club ponds.
- 8. Lakeside Park Berm – Ken Hern stated that staff are currently working on plant signage.
- 9. Clean Up Events - Committee mentioned that Keep America Beautiful is on Friday, April 1.
- 10. Car Charging Stations at the Country Club:
 - a. Andy Lukasik stated that FPL is still working on design and engineering.
 - b. Andy Lukasik mentioned that he will re-engage with EVolution.
- 11. Ban on Plastics - Business Promotion - Draft House - Andy Lukasik mentioned that Ed Cunningham is still working to connect with owner Randy Epstein. Ken Hern stated that he left several messages for Randy however, hasn't received a return call.
- 12. Speaker Series:
 - a. The Reef Institute – approx. fifteen people attended.
 - b. Solid Waste Authority is being considered for future events.
- 13. Residential Ad Hoc Committee - Lisa Interlandi mentioned that the next meeting is on February 22 and encouraged committee member attendance.
- 14. Natural Shoreline Protection: code language - Andy Lukasik stated that there is no update at this time.
- 15. Golf Course Ponds: littoral planting plans - Andy Lukasik stated that we are currently stabilizing the banks and plantings will follow.

16. Lozman Floating Structure - Andy Lukasik stated that there is no update at this time.
17. Next meetings: the next meeting will be on March 7, 2022 at 6:00 pm in the Anchorage Park building.
18. Adjournment: the meeting adjourned at 7:14 pm.

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARED MEETING MINUTES
FEBRUARY 22, 2022**

CALL TO ORDER

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

ROLL CALL

Present: Julie Morrell, Library Manager
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary
Brad Avakian, Member
Tina Chippas, Member
Carolyn Kost, Member
Leslie Metz, Member
Dr. Deborah Searcy, Vice Mayor

APPROVAL OF MINUTES

Minutes for the January 26, 2022 meeting were approved after a motion made by Carolyn Kost and seconded by Tina Chippas.

LIBRARIAN'S REPORT

Library Manager Julie Morrell reported the following:

- AARP Tax Aide at the Library continues through April 15th every Wednesday and Friday from 9:00am – 12:30pm;
 - They are in Bob's Garage and the Obert Room;
 - Masks are required for both volunteers and patrons;
 - Service is first come first served, no appointments taken over the phone; in-person appointments for the following day are made if time runs out
- Upcoming Books & Bites will be April 12th at 11:00 at the North Palm Beach Country Club
 - Will feature *The Attic on Queen Street* author Karen White.
- Children's Programming
 - Two story times are held each week;
 - Attendance has risen to approximately 15 children.
- Teen Programming:
 - S.O.F.T.
 - Program continues to be filled (30 positions).
 - Average daily attendance is slightly down due to sports programs starting.
- Adult Programming:
 - Knit and Crochet on Mondays attendance increased to an average of 12 members.

- Quilting group is back on Fridays.
- Friday Yoga in the Park with Mi Sun continues to average 12 people and a dog.
- Adult Crafts met on February 17th
 - The craft was a jute rope spiral coaster.
- Author Talk with Charles Todd was held February 9th;
 - 22 people attended.
- Great Courses Lectures was started January 5th;
 - The topic continued to be The Celtic World and what it means to be Celtic, from the past to the present conducted by Professor Jennifer Paxton, Director of University Honors Program at the Catholic University of America.
 - A total of 28 patrons have attended so far.
- Adult Book Club was held February 3rd;
 - this month was *Harlem Shuffle* by Colson Whitehead;
 - It was a follow-up to *The Nickel Boys*, which was the Pulitzer Prize;
 - 9 members of the book club attended;
- Friends of the Library:
 - The Annual Book Sale was held January 25th through January 29th;
 - Sales went very well and over 2/3 of the books were sold;
 - Leftover books were donated to various charities;
 - 14 new memberships and 12 renewals were made;
 - Book sale raised \$2490.00.
 - February's Raffle is a 50/50 – half of the ticket proceeds will go to the winner and the other half to the Library;
 - The drawing will be held March 17th
- Circulation continues to increase overall.
 - Overdrive app will be going away in lieu of the newer Libby app (some company.)
- Special Events:
 - St. Patrick's Day Bingo
 - Will be held March 17th at 6:30 pm;
 - Adults only;
 - Single admission price;
 - FOL applying for permit to be able to sell green beer
 - Heritage Days – April 1st and 2nd
 - Library staff will be helping sell tickets and monitor activities at Anchorage Park
 - The Library will be closed on Saturday due to the parade

OLD BUSINESS

None

NEW BUSINESS

The Advisory Board Dinner will be held March 5th.

QUESTIONS AND ANSWERS

Carolyn Kost inquired about the Summer Program. Manager Morrell stated the program would be back – Oceans of Possibilities. Meaghan is working on having the same science provider from prior years to return. There will also be a Japanese Drumming group featured. The free kid’s lunch program will also return.

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting. Leslie Metz seconded the motion and the meeting adjourned at 7:15pm.

Respectfully submitted by Bonnie Jenkins



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY March 1, 2022**

Present:

Donald Solodar, Vice Chair
Jonathan Haigh, Member
Kathryn DeWitt, Member
Nathan Kennedy, Member
Scott Hicks, Member

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

Not Present:

Cory Cross, Chairman
Thomas Hogarth, Member

I. CALL TO ORDER

Vice Chairman Solodar called the meeting to order at 6:34 PM.

A. ROLL CALL

All members of the Planning Commission were present except Mr. Cross, Mr. Hogarth and Mr. Hicks. Vice Chairman Donald Solodar Chaired the meeting in the absence of the Chairman, Mr. Cross. Mr. Hubsch arrived at 6:40 PM. Mr. Hicks arrived at 6:54 PM.

II. APPROVAL OF MINUTES

The Minutes of the February 1, 2022 Regular Meeting were postponed until the April meeting.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. State Farm Signage

Application by Signarama NPB for the building sign, ground sign and fencing relocation for the State Farm insurance office currently under construction at 9458 Alternate A1A

Minutes of Village Planning Commission Regular Meeting held on February 1, 2022

Mr. Ahrenholz presented the staff report and recommendations. The building was reviewed at the June 8, 2021 Planning Commission meeting where a condition of approval was added to have signage submitted for review at a later date. The signage was not designed at the time and placeholders were included for reference. Additionally, the fence locations changed during construction along the front and rear of the property. This application includes a cabinet ground sign at the south of the entrance in the same location as shown on the approved site plan. It will have a ten (10) foot setback from the right-of-way which permits a thirty (30) square foot sign. The proposed sign is thirty (30) square feet and 5.75 feet high. A condition of approval will be added to provide the "9458" building numbers along the base of the sign at a minimum letter height of 6 inches to meet the code. The State Farm national branding trademark requires red lettering on a white background. With that requirement, the sign must be a cabinet. The proposed building sign is in the same configuration as shown on the approved architectural elevation. It is 24.5 square feet and mounted at a height of twelve (12) feet. It is an internally illuminated sign cabinet with the trademarked State Farm logo, immediately above the main entrance to the building.

The additional request is for a change to the approved fencing along the rear (east) and the front (west) property lines. The old wooden fence, installed by the rear residential properties mistakenly on the subject property, was removed during construction. In coordination with the residents, a new six (6) foot PVC fence has been installed to replace the wood fence and provide better privacy. The black aluminum fencing previously proposed would be superfluous in this area. Since the order was already placed and fencing is ready to install, the applicant is requesting to relocate the rear fencing to the front buffer. A condition of approval has been added for the fencing to be placed immediately behind the cocoplum hedge.

Staff recommends the Commission include the following conditions as a part of their order:

1. Applicant shall add 6 inch building numbers to the base of the monument sign on both sides.
2. Applicant shall place the proposed fence along Alternate A1A immediately behind the cocoplum hedge.

Lisa Mardar, Signarama North Palm Beach, was present via Zoom to represent the project.

The Planning Commissions members discussed the fence being placed behind the hedge; whether the fence was part of the original request; discussion regarding the placement of the fencing in front of the building; and whether the fencing beyond the 20 ft. setback is a waiver or variance.

Motion: Mr. Haigh moved to approve the application as submitted with Staff's conditions, and with the conditions that six (6) inch numbers be added at the monument sign base on both sides, approve the fencing except for the portion along A1A, that enough space is provided between the rear fencing for landscape maintenance, and confirm with the Building Department for Code Compliance. Ms. DeWitt seconded the motion, which passed 5-0.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Advisory Board Dinner is on Saturday March 5th at the Farmer's Table.
- Anticipate bringing the Residential Code rewrite before the Planning Commission at the next meeting.
- Pushback received from the community regarding the density of the 200 Yacht Club Dr. project. Council directed the density issue to come back before the Planning Commission in April.

Minutes of Village Planning Commission Regular Meeting held on February 1, 2022

B. Commission Member Comments:

- Appreciation of the recording of Village meetings and availability to download them from the website.
- Public Works installed a trash receptacle on the Earman River bridge on US 1. The amount of litter on the bridge has been reduced, but the receptacle is now full.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 7:14 PM.

Minutes typed by Jane Lerner

**Village of North Palm Beach
Recreation Advisory Board Minutes
March 15, 2022 at 7:00 p.m.
Anchorage Park**

Chairman	Bob Bell	(X)	Vice Chair	Don Grill	()
Member	Maria Cassidy	(X)	Member	Paul Beach	(X)
Member	Stephen Heiman	(X)	Member	Rita Budnyk	(X)
Member	Mia St John	(X)	Recreation	Becky Ring	(X)
Council Rep.	<u>Dr. Aubrey</u>	(X)	Leisure Services	Zak Sherman	(X)

Call to Order: Bob Bell called meeting to order at 7PM.

Roll Call:

Don Grill couldn't be here (he let the board members know ahead of time). All other members present. 2 members of public present as well. Bob Silvani and Stephen Harber.

Approval of Minutes:

Paul Beach made motion to approve. Maria Cassidy seconded.

Public Comment:

Bob Silvani: Wife Marie heads up Friends of Lakeside Park, and wife has surveyed the neighbors (11 houses) and they object to full-court basketball court.

Stephen Harber: Echo Bob's comments. I can see why people want to be at the park. The community center is enough with a few courts. We provide enough basketball courts and that is enough. Concerning Golf cart parking: 83% of vehicles (at lakeside park) are not residents. Why are we adding more spaces? The parking lot is not enough for village residents. We have a sticker system for boats I would like to have it for the car parking. Would like to have the grant paid off so that we can limit the parking.

Dr. Aubrey: The parking issue is on the next agenda for council.

Zak Sherman: Clarified that the parking lot for Lakeside Park was not going to be on the next agenda. What was on the agenda for the 24th was the on street parking issue (cars parked in people's swales and yards).

Directors Report:

- Accomplishments

- **Ongoing projects**
- **Programs and events**

Lakeside Park:

- Berm
 - Katharine from Environmental Quality Inc. presented a plan to take care of the south end. It is a little more involved than we expected because the area is wider than the rest of the berm. We'll try to address that portion with the CIP in FY23. This year, we have \$35k budgeted, so we asked her to develop an alternate plan. Her new plan will focus on both sides of the south walkover (25 feet on each side).
 - Stephen ordered signage for the plants that Katharine previously planted (will take a few weeks to come in).
 - PW fixed irrigation in area of new berm plantings; installed timer.
- New Swing Set area
 - ADA ramp to swing has been installed.
- Pull up bars
 - Pull up bars have been installed.
- Precision
 - Still waiting on Precision to trim some branches overhanging the new berm work and clean up some roots that are potential trip hazards.
- Basketball court
 - Getting quote to repair concrete surface.
 - Slight issue with installing another hoop. A tree is in the way and would need to be severely trimmed or moved. I know we discussed beach pickleball. It's possible to turn the non-hoop side of the court into a regular pickleball court.
- Split rail fence
 - Still waiting on fencing to arrive so we can address 3 trouble areas: plan to rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park; installing split rail fence at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park; and adding another portion of fence to block people from driving over bushes/wheel stop into park from the north trail entrance on Lakeside Dr. Ordering more split rail for Anchorage as well as part of same order.
- Golf cart parking
 - We examined the proposed golf cart parking area with Village Manager and intend to move forward with quotes. Our goal is to move golf carts out of the main parking lot to free up spaces for more vehicles, have a designated place for golf carts to go instead of them being in the main park, and encourage more people to drive carts instead of their vehicles.
 - The park ranger said he sees 2 to 4 carts in the regular parking lot on any given day. We could carve out an area next to the parking lot for up to eight carts. Discussed issues with restricted parking to residents only. There is a downside. We would have to pay back a grant. Also, it would preclude us from getting the same grant from the same institution for that particular park. The plan for the Ranger was to start giving tickets to people for illegal parking. But Jim recently got another job. We have to hire a new ranger. The thinking for the golf cart parking was too move carts out of the regular parking spaces to free up more spaces for cars and also to give people a place to go when the Ranger tells them they cannot be in the park driving the golf cart.
 - Bob: When there are residents that can't use the park, that has to be addressed. The village is taxed for use of the park. That's not equitable. Andy and council need to come up with a plan.

- Rita: I was thinking about a 2 to 3-hour parking limit there. I feel strongly that we should not privatize the park. I agree that we need to fix parking.
- Zak: if tickets weren't solving the issue, we were going to brainstorm other solutions such as limiting parking to two hours and having the Ranger chalk tries to keep track of it. But it was just an idea so far.
- Stephen: people are getting on watercraft (from the park).
- Maria: we talked about parking pass, without a fee. Everyone gets a pass.
- Bob: you would have to come to Anchorage and get a pass.
- Rita: could put it on the website.
- Bob: multiple occasions where they can't close the gate.
- Bob Silvani: regarding the people that are there. We have some people that are not respectable and they Leave alcohol, we found a couple having sex on the beach. Plenty of people who are not using park respectfully. Can we restrict the parking area and Keep Park public?
- Zak: The park would have to be re-distributed. (in other words, it seems there are two different parcels that make up lakeside park, each with different restrictions. In theory, it may be possible to apply for a grant for one of those parcels only, but not the other. This is only a theory. However, the village has always referred to both parcels as the same place, one park (i.e., lakeside park). In the past, whenever we applied for grants, we always applied under the assumption that the park is one, not two parcels with different restrictions).
- Bob: I hope that council will take up this issue. The residents want to use the park.
- Zak: The town of Palm Beach Shores when they charged non-residents more money for annual passes they didn't sell all of the parking passes (they allot 30 per year). We need enough residents to express that they want that.
- Paul: what about parking meters?
- Bob: We can send this to counsel.
- Parking lot
 - Plan to restripe parking lot, including handicapped spot. **March 21 @ 6PM**
 - May have to close lot for up to half a day. Another option we discussed was to have the contractor come in the evening and restripe an hour before dusk and close the park early.
- Ranger
 - Still waiting for golf cart. Expected delivery date is June.
 - Updated our warning ticket to include illegal parking.
 - Bad news: our ranger Jim got a full time gig in Wellington and will be turning in his resignation. We'll need to recruit a new ranger asap.
 - Community Development is still working on a new ticket book.

Anchorage Park:

- New Playground
 - Waiting on two final renderings; got final quotes: one is \$431k and the other \$429k
 - **\$450k total budget.**
 - Once we have the final renderings, next step is outreach. We have a few sample surveys from other municipalities where they've asked residents to choose between two different playground designs.
 - Russ helped get us an extension on the grant. Project must be totally completed by May 31, 2023.
- **Bob: Life expectancy of shade?**

- Zak: 8 years (Correction: Zak said "8 years", but 8 years is actually the life expectancy for the synthetic turf. According to one of the reps, the shade structures, if properly cared for and maintained, should last 10 years or more.).
- Maria: the shade itself is the only thing that would need to change?
- Zak: right
- Stephen: can we sell existing playground?
- Zak: No, it will be disposed of when they are changing it out.
- Current playground
 - Wind messed up shade over one tower.
 - PW to fix; it's hard to get bucket truck on that side easily.
- Dry Storage
 - Engineers are working on 90% plans. No time table yet on exactly when that will be done. They are working to incorporate a fire hydrant into the design right now.
 - Windscreens have been taken down. They keep tearing because the fence, in many areas, is falling apart. Particularly, the top rail of the fence is not connected to the fence post in multiple areas, on both the north and south sides. We even had a company come out to see what they could do, but they said they couldn't do much of anything because with the top rail being compromised, there would be nothing to attach any screens to. They also said that if they attached heavy duty screens to the enclosure, the fence in multiple areas may simply fall down after a big wind storm. Put simply, the fence need replacement asap. Then again, we're proposing to build a new enclosure in FY23, so we have to wait.
 - Will go to Council on March 24 to amend PO to include engineering plans for a fire hydrant. Engineering costs will be \$8,500.00. Current hydrants are located on corner of Anchorage and Gulf, and Anchorage and Flotilla. Estimated construction cost to be between \$40-50k.
- Plumbing
 - Replaced toilet in ladies' outdoor restroom.
- Kayak launch area
 - In the process of getting third quote to clean up area (should have it next week).
 - The goal is to create a safe pathway to the water and then reach out to PADL for Self-Service Paddle Board Rentals.
- Trail adjacent dry storage on north side
 - Some roots are sticking through pathway. Stephen getting quote to clean up (it's a potential trip hazard).
- New bollard
 - New bollard is in. Plan to install in middle of trail so vehicles cannot pull into park area on north side by sand volleyball courts. Bollard will be removable. Also, we checked with Community Development and they said we do not need a permit to install.
- Volleyball courts
 - Added sand to north courts (about \$5k worth).
- Pull up bars
 - Once side recently broke, so we removed it. We'll have to determine what we'd like to do next.
 - We're hoping to apply for RTP grant in 2023, which would pay for a new trail, lights along trails, and new fitness equipment. The only catch is that the Anchorage Park playground grant must be totally closed out by March 2023 in order to apply.

- Benches
 - Adding memorial bench by playground.
- Canal on inlet side
 - Tree fell down leaving gap to canal and visibility to back yards.
- Janitorial
 - Met with supervisor to discuss cleanliness of park facilities and other items of concern.

Marina:

- ADA parking space and sidewalk project finished; precision sodded around sidewalk. Just waiting for them to sod in front of parking space. Also waiting on new railing to arrive so Mike's Aluminum can install.
- Boat ramp
 - Waiting for PW to install one more set of non-slip covers on the ramps (they already installed two).

Community Center:

- Staffing
 - Fernando Varela began February 28. He is our newest Recreation Assistant. He's training two weeks at Anchorage and then he'll be stationed at the Community Center starting March 14.
- T-Mobile
 - Still waiting on T-Mobile for reimbursement for damage done to fields in December. I reached out to them yesterday to follow up.
- Playground
 - Still aiming for May/June construction.
- Soccer
 - Soccer is in full swing.
 - Staff in planning an end-of-season party similar to we did after flag football on Thursday, March 31.
 - Set up starts at 5PM; games are at 5:30 and 6:30PM.
 - A camera club member will be on hand to take photos of the games and award presentation.
 - Staff will cook food on grill.
- Pickleball
 - Continues to draw lots of interest.
 - We consistently have 40-50 people every day at Pickleball, with some days totaling over 60-70 participants.
 - Mia recently changed procedures so that all levels of players have an opportunity to play.
- Spring Break Camp
 - Registration is full! Registered 20 kids.
 - March 14-18.
 - Drop off: 8-9am / Pick up 4-5pm. \$175 Residents / \$200 non-residents.
- Spring Basketball League
 - Signups now open!
 - League to run April 4 through May 26.
 - Ages K through 9th grade.
 - \$110 Resident / \$135 Non-resident
- New Rec Supervisor
 - We expect our new supervisor to start at the end of April. It took a while for him to secure housing. We waited for him because he was an excellent candidate.

- Plumbing
 - Plumbing has been completed at the Community Center; however, they had to come back to adjust flush setting on outdoor toilets. The flush was severely weak in the outdoor restrooms. We also found one loose faucet and one non-working toilet handle. We'll need to replace a couple more toilets in next year's budget as well.
- Ballfield
 - Installed new home plate and all new base anchors on field closest to CC main entrance.
 - For next year's budget, getting quotes to remove some ballfields and turn to turf/extend irrigation.

Sod

- Precision installed new sod next to concession stand.
- Summer Camp
 - Planning is in full swing!
 - First week will begin June 6th and run 8 weeks, ending July 29th
 - Ages 8-14
 - Calendar of events/trips for June to be posted in May newsletter; July events/trips will be posted in June's newsletter.

Osborne Park:

- Grant
 - Got notice to proceed from FRDAP grant for Osborne basketball courts.
 - Waiting on one more new quote.
- Bottle filler stations
 - Waiting for Public Works to install.
- Community Garden
 - Garden Board has been established. (7 members).
 - Grand opening and ribbon cutting will be March 12 at 10AM.
 - Next board meeting will be Monday at Anchorage to go over grant materials.
 - Haverland edged around the garden and filled with mulch. They will also donated Muhly grass for garden club to plant.
 - Precision created mulch pathway from 1st racquetball court to garden (path runs between racquetball fence and batting cage fence).
 - Getting quotes for tiki hut.
 - Rita: Tiki hut is great idea
- Baseball Field
 - Haverland finished undergrounding pipes at Osborne.
 - Installed new bases at softball field.
- Benches
 - Will be getting memorial bench installed by Community Garden soon.

Veterans Park:

- Pavers
 - All repairs have been completed.

Special Events:

- Bus Trip:

- Butterfly World & Airboat Adventure February 10
- Winter Garden & Sandford Porchfest February 27
 - Experienced live bands on historic porch front in 100-year-old neighborhood where the whole neighborhood joined in.
 - Had 50 bands and 100 porches.
 - Then stopped at Leu gardens on way back.
- NET block party on west side
 - Participated in block party on west side of Village on February 12.
 - Got a solid turn out. Had bouncy house and staff cooked hot dogs on the grill.

- **Upcoming Events:**

- Community Garden Grand opening
 - Saturday, March 12 at Osborne Park from 10-12am.
- St. Patrick's Day Bingo
 - Thursday, March 17 at the library from 6:30-8:30pm.
- Community Garage Sale
 - Saturday, March 19 at Community Center from 7:30-12pm.
- Heritage Day April 1 & 2:
 - Bob Bell mentioned about a family band (musicians) that would be interested in playing Heritage Day. Zak said he'd get with Bill to check them out.
 - North Palm Beach is back this year hosting our Heritage Weekend! This year, we're adding a Friday Night Heritage Day Kickoff with a Golf Cart Parade! Friday, April 1st from 6:00 p.m. to 9:00 p.m. at Osborne Park (705 Prosperity Farms Road), enjoy an evening of inflatable madness fun with ice cream, games, and lots and lots of inflatables! \$5 wristbands can be purchase on-site and get you unlimited jump and play on all the inflatables.
 - Meanwhile, get ready to charge up your batteries for the Golf Cart Parade that starts at 6:00 p.m. that Friday night. The parade begins on Alamanda Drive and ends at Osborne Park (705 Prosperity Farms Road). Participants receive four free wristbands (a \$20 value!) to the inflatable fun at the Heritage Day Kickoff. Interested in participating? Get your registration forms at our Anchorage Park office or via email. Call for more details at (561) 841 – 3386.
 - Then, Saturday April 2, at 11:00 a.m., the Heritage Parade is back! The parade route runs from North Palm Beach Village Hall, Eastwind Drive, to Lighthouse, to Anchorage and concludes at Anchorage Park (603 Anchorage Drive). Sports teams, clubs, organizations, businesses, troops, and neighborhood groups are welcomed to participate by entering a marching group, a vehicle, or float. The best part? There's no entry fee! Interested in participating? Get your registration form at our Anchorage Park office or call the Parks and Recreation Department at (561) 841 – 3386 and we can email you the application form.
 - Finally, we'll conclude the Heritage Weekend at Anchorage Park (603 Anchorage Drive) for the Heritage Festival! Join us from 12:00 p.m. to 8:00 p.m. for live music, games, a cornhole tournament, putting competition, carnival rides, business expo, food, and more! See you there!

- **Upcoming Bus Trips:**

- Rodeo- Arcadia, FL Friday, March 11 / 60\$
 - Depart 10AM and return 7:30PM
- Cirque Du Soleil (Lake Buena Vista, FL)
 - Thursday, March 17 / \$110
 - Depart 1:30PM and return 11PM
- Lyric Theatre- Sharpe Family Singers (Stuart, FL)

- Wednesday, March 23 / \$80
- Depart 4PM and return 10:30PM

Library:

- Facilities
 - A while back we removed two shelving units that did not have carpet underneath them. Soon, we'll be patching those areas with carpet.
 - Library upstairs remodel project is coming together and we have a new plan of action. We hope to replace both wall and floor shelving. New floor shelving will be on wheels to allow us to change up the design of the room in the future and also accommodate a future carpet replacement and new air handler. Estimate came in at \$113k. We currently have at least \$105k.
 - A large historical aerial photograph of old North Palm Beach has been delivered to the library and is ready to be hung by Public Works by the magazines.
- Staffing
 - Lavaughn Grace started March 1. She is our newest library clerk.
- Programming
 - Upcoming **Books & Bites** will be April 12th at 11AM and feature The Attic on Queen Street with author Karen White at the North Palm Beach Country Club.
 - Book Sale was held January 25th- January 29th
 - Sale went very well and we sold well over 2/3 of all of the books in the sale in the five days.
 - Most of the books and materials were discounted to sell quicker, keeping in mind the reluctance of our patrons to go out during COVID still
 - Many of the leftover books were donated to charities such as The Lord's Place and a member of Kiwanis who brought them to the Children's Hospital
 - Sold a record of 14 new memberships on member's only pre-sale day and 12 in-person renewals
 - All together the book sale raised \$2490.00 for the library!

New Business:

- **Dry Storage Waitlist Issue**
 - **Over the past few years, every once in a while, someone comes in and says they got put on the waitlist at some point in the past but we do not have a record of it (and neither do they).**
 - Zak: A variety of reasons for people to say that they were on a list and no longer on the list. Recently, a man said he was on the list eight years ago. Then he came in five years ago and he wasn't on the list and he came in recently and wasn't on the list. We finally added him to the list and we gave him a receipt.
 - Becky: too many hands on the list in the past.
 - Bob: I had a roofing permit and I kept the receipt and permit and was able to prove it. Not sure what we can do other than apologize.
 - Becky: List was at Public Works in the past. There were many hands on the list and now it's just me (Becky).
 - Zak: we are looking into software that would automate the list process. Two issues that will be resolved with the updated leases: Insurance requirements and the two month/6 week being out without written notice. Both leases will be the same at two months. Both will also list a \$300k liability minimum.
 - Board consensus: People who say they used to be on waitlist but not anymore, all we can do is listen, be sympathetic, apologize, and tell them that we've since implemented new

procedures so that anyone new to the lists will receive a copy of the new waitlist form, which will serve as their receipt. People may still not be happy, but without some type of proof: a letter, or an email, or a text message, etc. (from some staff member in the past), we cannot add them to any of the lists (except as a new person at the end of the line).

- **Charging a fee to be on waitlist?**

- Bob: what's the outcome of charging a deposit?
- Zak: you have an official receipt. And also people would have some type of skin in the game and would probably be more active in making sure their information is correct.
- Stephen: maybe it helps people to get themselves off the list.
- Maria: we are redoing it (the dry storage enclosure) and we open a can of worms (if we charge to be on the list). With people being upset. (because there will most likely be a price increase).
- Rita: I like a paper record
- Bob: Let's table it for now (charging to be on waitlist).

- **Community Center Gym Schedule**

- **In the past (years ago), staff used to keep gym open for schools or open gym after school. Over the years, there have been some staff changes, then Covid hit, and then of course some of the things we did in the past were not known to new staff. Once Covid eased up, staff filled the gym with renters and now the prime spots for afterschool activities or local school sports are not available. We need a vision for what we want our afternoon gym schedule to look like. We also do sports for 3-5 years old on Monday and Tuesday afternoon. Gymnastics uses the gym Wednesday and Friday. That leaves only one spot, Thursday from 3-4:30pm open. St. Clare and TCS need a place to practice and play games. They do not have facilities. In the past they did use the gym. We can accommodate St. Clare on Tuesday and Thursday and TCS on Monday and Wednesday. That leaves Friday afternoon open for minis (and other time slots earlier in the day as well).**
- **Bob: minis could be outside.**
- **Discussed doing minis as Osborne as well.**
- **Board was in favor of working with schools and incorporating them in our schedule. They said it's important to work with everyone in the community, and both schools are part of North Palm.**

Old Business:

- **Heritage Day (putting)**

Maria: let's change putting from 12 to 1pm to accommodate the parade.

Board decided to open putting competition from 1-7PM. Rec board will staff the putting competition. Don Grill not here for Heritage Day.

Zak: Friday/Saturday will have ipads set up for credit card payments. Golf cart parade to start at northern most end of Alamanda. East side will meet at Anchorage and be escorted over by a Rec member in village vehicle.

Maria: ideas for more food. Chick-fil-A? Jersey Mikes?

Discussed food truck issue.

Bob: KCBS competition that would give national recognition to the winner. Backyard bbq competition. They pay to register, judges will come in to judge

- **Lakeside Park Basketball court**

Concrete is cracked. What to do? Tree is in place now where hoop should go. Would need to be trimmed or moved.

Bob: what about pickleball court?

Fixing concrete would allow a real pickleball court.

Bob: beach pickleball. Less expensive to maintain.

Rita: leave ½ court

(Discussed this issue earlier in meeting as well. General feeling is that residents do not want full court basketball court again, but something like pickleball would be okay.

Paul: are we doing anything will seawall?

Zak: in a future CIP.

Member Comments:

Adjournment:

Paul motion to adjourn. Stephen second. All in favor.

PUBLIC COMMENTS

NAME 006 SIVANI
ADDRESS 100 CRUISER RD S.
PHONE 561 371 6768 DATE 7/15
LAKESIDE PARK - Basketball hoops
RESIDENT OBJECT AS THE HOOP
WAS DESTROYED BY PLAYERS.

PUBLIC COMMENTS

NAME STEPHEN HARBER
ADDRESS 731 LAKESIDE DR
PHONE 321-446-9871 DATE 8/15/2022
LAKESIDE PARK - DORMING + FULL
RECREATION CT. IN FAVOR OF RESIDENT
ONLY DORMING + NOT IN FAVOR OF
FULL COURT BASKETBALL.

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARED MEETING MINUTES
MARCH 22, 2022**

CALL TO ORDER

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

ROLL CALL

Present: Julie Morrell, Library Manager
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary
Brad Avakian, Member
Tina Chippas, Member
Carolyn Kost, Member
Leslie Metz, Member
Susan Bickell, Council Member

APPROVAL OF MINUTES

Minutes for the February 22, 2022 meeting were approved after a motion made by Carolyn Kost and seconded by Phyllis Wissner.

LIBRARIAN'S REPORT

Library Manager Julie Morrell reported the following:

- Facilities:
 - The bare spots in the flooring upstairs caused by the removal of shelves have been temporarily covered with carpet patches;
 - Remodel plans are moving forward with wheeled wooden shelves to be purchased through R. George; this is planned for the FY23 budget.
 - A large aerial photograph (approximately 60" x 40") of early North Palm Beach was donated. It has been framed and will be hung in the SW corner upstairs by Public Works.
 - Two staff members are leaving for full-time positions elsewhere. Congratulations to Jocelyn McLean, a Library Sciences major, for her new position with Delray Beach Public Library.
 - Part-time positions will be posted shortly and will be advertised on the Florida Library website.
 - Library Manager Julie Morrell attended the kick-off event for the Southeast Florida Library Information Network's (SEFLIN) Manager's Academy at the Boca Raton Public Library.
- Upcoming Books & Bites will be April 12th at 10:30 at the North Palm Beach Country Club
 - Will feature *The Attic on Queen Street* author Karen White.

- Children's Programming
 - Two story times are held each week;
 - Attendance averages 23 parents and children.
- Teen Programming:
 - S.O.F.T.
 - Program continues to be filled (30 positions).
 - Average daily attendance is 17, lower due to spring break.
- Adult Programming:
 - Knit and Crochet on Mondays attendance increased to an average of 12 members.
 - Quilting group is back on Fridays.
 - Friday Yoga in the Park with Mi Sun continues to average 12 people and a dog.
 - Adult Crafts met on March 17th
 - The craft was a grapevine wreath decorated with nautical designs.
 - Author Talk with Louise Parente was held March 8th;
 - 7 people attended.
 - Great Courses Lectures continued;
 - New topic begins March 29th – A History of India
 - Adult Book Club was held March 3rd;
 - this month was *The Story of Arthur Truluv* by Elizabeth Berg;
 - Read Palm Beach County 2022 selection;
 - 16 members of the book club attended – largest meeting yet;
 - Friends of the Library:
 - February's Raffle – winner received \$180.00 and \$180.00 came to the Library;
 - Congratulations to Joan Popa
 - Next raffle will be an Easter theme
- Circulation continues to increase overall.
 - Overdrive app will be going away in lieu of the newer Libby app (some company.)
- Special Events:
 - Library staff participated in the grand opening of the Community Gardens on March 12th.
 - St. Patrick's Day Bingo
 - March 17th at 6:30 pm with a full house – 37 out of 42 sign-ups;
 - Total income was \$504 less cost of refreshments;
 - FOL sold green beer
 - Participants won gift cards to local businesses such as Frigate's, Hobo's Kitchen
 - Plans for another Bingo night are in the works – possibly August
 - Drop off began today for the Annual Resident Art Show
 - Heritage Days – April 1st and 2nd
 - Library staff will be helping sell tickets and monitor activities at Anchorage Park
 - The Library will be closed on Saturday due to the parade

OLD BUSINESS

None

NEW BUSINESS

None

QUESTIONS AND ANSWERS

None

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting. Phyllis Wissner seconded the motion and the meeting adjourned at 7:20pm.

Respectfully submitted by Bonnie Jenkins

DRAFT- Revised

VILLAGE OF NORTH PALM Beach
AUDIT COMMITTEE MEETING MINUTES

APRIL 6, 2022

Attending:

Committee	Village
Ed Katz	Dave Norris-Vice Mayor
Don Kazimir	Samia Janjua- Finance Director
Suzanne Mehregan	Guest
Marie Silvani	Steven Alexander- PFM Asset Management
Dave Talley	

Tom Magill-Chairman

Not Present

Tom Andres- Prior notice received.

ITEMS DISCUSSED.

1. Minutes of March 7 meeting were approved,
2. Mr. Alexander gave a detailed analysis of current economic conditions. This included the outlook for future Federal Reserve Interest changes. He outlined the impact of any changes on the NPB funds under PFM management. (~\$9 million) He noted that the performance of the NPB funds closely matched overall the debt security. He also noted that our investment profile is similar to other communities of similar size. He discouraged any investment of Village funds in equity markets. He noted that PFM only participates in equity markets for municipalities where the funds under management exceed \$25 million. The Committee continues to recommend no change in Investment Policy. Our thanks to Mr. Alexander for his presentation.

Meeting adjourned at 6:35 pm.

Tom Magill- Chairman

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

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: April 14, 2022

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

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

Summary of the Agreement Changes:

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

Bereavement Leave:

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

Sick Leave:

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

Paid Holidays:

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

Take Home Vehicles:

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

Pension:

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

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

Wages:

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

Cost Impacts:

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

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

Resolution:

The attached Resolution has been prepared by the Village Attorney.

Recommendation:

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

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE POLICE BENEVOLENT ASSOCIATION OF PALM BEACH COUNTY, INC. AND AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc. (“PBA”) expired on September 30, 2021; and

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

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves and ratifies a new Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager and Village Clerk to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective upon ratification and shall expire on September 30, 2024.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

FOR

THE PATROL, DETECTIVES, DETECTIVE SERGEANTS, SERGEANTS, ^aAND RECORDS
CLERKS BARGAINING UNIT

10/1/2021-9/30/2024

^a Position of Dispatcher eliminated FY2015 budget approving outsourcing of dispatch operations
w/ Palm Beach Gardens
{00505747.2 1823-9704441} April 9, 2022

Table of Contents

ARTICLE 1 PREAMBLE..... 4

ARTICLE 2 UNION RECOGNITION BARGAINING UNIT..... 5

ARTICLE 3 RULES OF CONSTRUCTION 6

ARTICLE 4 VALIDITY 7

ARTICLE 5 WORKER'S COMPENSATION 8

ARTICLE 6 INSURANCE 10

ARTICLE 7 FAMILY MEDICAL LEAVE 11

ARTICLE 8 PAID BEREAVEMENT LEAVE..... 12

ARTICLE 9 MILITARY LEAVE 13

ARTICLE 10 SICK LEAVE..... 14

ARTICLE 11 COURT APPEARANCES 17

ARTICLE 12 MANAGEMENT RIGHTS 18

ARTICLE 13 SENIORITY 20

ARTICLE 14 PAID VACATIONS 22

ARTICLE 15 PAID HOLIDAYS 24

ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION..... 26

ARTICLE 17 DISCIPLINARY APPEALS..... 31

ARTICLE 18 ASSOCIATION ACTIVITIES 33

ARTICLE 19 RULES, REGULATIONS, DIRECTIVES 35

ARTICLE 20 BULLETIN BOARD 36

ARTICLE 21 WORKWEEK AND OVERTIME..... 37

ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION 39

ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE..... 40

ARTICLE 24 MEDICAL EXAMINATIONS 41

ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE..... 43

ARTICLE 26 VEHICLES AND EQUIPMENT..... 44

ARTICLE 27 WAGES..... 45

ARTICLE 28 PENSION 48

ARTICLE 29 TRAINING..... 50

ARTICLE 30 PROBATIONARY EMPLOYEES 51

ARTICLE 31 RIGHTS WHILE UNDER INVESTIGATION..... 52

ARTICLE 32 POLICE OFFICER TRAINEE PROGRAM..... 53

ARTICLE 33 ENTIRE AGREEMENT 54
ARTICLE 34 DURATION 55
SIGNATURE PAGE 56
APPENDICES 57

ARTICLE 1 PREAMBLE

This Agreement is between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as "VILLAGE", and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, fringe benefits and other conditions of employment.

ARTICLE 2 UNION RECOGNITION BARGAINING UNIT

The VILLAGE recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as patrolmen, detectives, detectives-sergeants, sergeants, police dispatcher and public safety (records) clerk dispatcher, as indicated in PERC Order No. 89E -334 issued on November 8, 1989 or as modified by PERC.

ARTICLE 3 RULES OF CONSTRUCTION

1. The term "day" means any consecutive calendar day. When the last day of any time period or a deadline under this Agreement falls on a Saturday, Sunday, or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday, or legal holiday.

2. The terms "Association", "PBA", and "Union" are synonymous, meaning the Palm Beach County Police Benevolent Association, Inc., and its duly authorized agents.

3. The term "employee" in this Agreement means PBA Bargaining Unit members or those individuals employed by the Village in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.

4. The term "Village Manager" means the Village Manager or their designee.

ARTICLE 4 VALIDITY

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

ARTICLE 5 WORKER'S COMPENSATION

1. The VILLAGE will carry Workers' Compensation coverage for all employees covered by this Agreement in accordance with the law.
2. No benefits or payment under this Article shall be made if the disability or injury is self-inflicted, continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or was sustained when the employee was under the influence of drugs/alcohol.
3. For purposes of this benefit, the term injury means: personal injury by accident arising out of and in the course of employment, and such diseases or infection as naturally or unavoidably result from such injury.
4. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act, a regular full-time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. Thereafter, the employee may supplement their workers' compensation benefits with sick leave to reach full pay status. There is no supplemental pay during the pay period in which the employee returns to work.
5. In order to be considered for this supplemental pay benefit, the following conditions must be met:
 - A. The employee must provide written testimony evidence that their injury was received while on duty and in the performance of duty. An injury received while the employee is attending a department approved training program shall be considered a line of duty injury.
 - B. Any employee who has a claim for compensation because of an injury on the job, as described above, shall report the claim to the Police Chief and thereafter

file a report, on the form provided by the VILLAGE, with the Human Resources Department.

C. Any employee who is able to return to work after a job-related injury shall be reinstated to their former job duties and position, provided the employee is qualified to perform all of the duties and responsibilities of their previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

D. If the employee is unable to assume their former responsibilities, the employee shall have first preference to fill another VILLAGE Police position, if a vacancy occurs and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

F. An employee must report an on-the-job injury immediately following the first symptoms of injury.

6. An accident, which is defined as an incident that results in injury to any person or damage to any property, constitutes grounds for reasonable suspicion drug testing.

7. In the event the provisions of Chapter 440 Florida Statutes provide greater benefits to an employee injured in the course and scope of employment than the benefits provided by this Article, the provision of Chapter 440 will prevail.

ARTICLE 6 INSURANCE

1. The VILLAGE will provide health and dental insurance to bargaining unit members and their dependents under the Village health and dental program, at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village. In the event the VILLAGE agrees to provide more beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to bargaining unit members covered by this Collective Bargaining Agreement.

2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty days that dependent coverage is no longer required, including due to a change in marital status. Should the employee not notify the VILLAGE of the change, the employee shall reimburse the VILLAGE for the amount paid for the employee's dependent insurance coverage premium from the date of the status change.

3. Life Insurance – The VILLAGE life insurance program for PBA bargaining unit employees shall be a level equivalent to the maximum level allowed by IRS regulations, before imputing added employee compensation (\$50,000, or \$25,000 after the age of 70).

ARTICLE 7 FAMILY MEDICAL LEAVE

1. Eligible employees may take up to twelve (12) work weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA), as amended from time to time.
2. All employee requests for FMLA leave must be in writing and shall include an explanation of the reasons for the leave. The employee's written notice shall not be effective unless delivered by the employee, or the employee's representative, to the Village Director of Human Resource and Risk Management. The employee's notice shall be delivered no less than 30 days prior to the need to take leave, when the need is foreseeable.
3. The Village requires an employee to substitute accrued paid leave for unpaid FMLA leave. The term substitute means that the paid leave provided by the Village, and accrued leave, will run concurrently with the unpaid FMLA leave.
4. Prior to a return to work from FMLA leave taken as the result of illness or injury, the Village may require an employee to submit to and obtain a fitness for duty evaluation. The cost of the evaluation will be paid by the Village.

ARTICLE 8 PAID BEREAVEMENT LEAVE

1. The Village will grant an employee paid leave for the death of an employee's family member as follows:

- father, mother, spouse, child- four (4) work shifts, to be used within 30 days of the date of death.
- Brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse/ domestic partner's grandparents, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, step-mother, step-brother, step-sister or step-child of the employee, three (3) work shifts, to be used within 30 days of the date of death.

2. A request for additional time off without pay may be granted, subject to the discretion of the VILLAGE Manager.

ARTICLE 9 MILITARY LEAVE

1. Employees who are members of the U.S. Armed Forces Reserves or the National Guard will be granted leave in accordance with state and federal law, including travel time, for the purpose of attending annual active duty for training.
2. A copy of employee's Military Orders shall be forwarded to the Police Chief or Village Manager prior to taking military leave.

ARTICLE 10 SICK LEAVE

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:
 - A. An employee's injury, illness, or necessary medical treatment which precludes the employee from reporting for duty;
 - B. Any injury, illness, or necessary medical treatment of an employee's spouse, child, step-child, domestic partner, or parent who resides in the employee's home which requires the employee's help to care for the family member or to obtain the necessary medical treatment.
2. The employee will certify on the appropriate Leave Utilization Form upon their return to duty that they were not able to report for duty due to one of the above reasons.
3. Employees accrue ninety-six (96) hours of sick leave per year, accrued at the rate of eight (8) hours of sick leave per month.
4. Regular full-time (non-probationary) PBA bargaining unit members who do not use any sick leave within any continuous six-month (6 month) period are eligible to earn eight (8) hours of annual leave time as incentive for not using sick leave.
5. Sick leave may be accumulated with no maximum.
6. An employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of their accrued sick leave, up to a maximum payout of 240 hours (50% of 480 accrued sick leave hours).

Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of their accrued sick leave, up to a maximum payout of 360 hours (75% of 480 accrued sick leave hours).

7. A deceased employee's payout for sick leave shall be paid to the estate of the decedent. The legal determined beneficiary(ies) of any employee who dies in the active performance of their duties will receive payment equal to 100% of that employee's unused accrued sick leave days with no maximum payout.

8. Sick leave reimbursement benefits are as follows:

A. New hire non-probationary employees who have accrued 384 hours of sick leave may request reimbursement for any number of sick leave hours accrued over the minimum base of 384 hours once each fiscal year. Reimbursement by the VILLAGE will be on a 50% basis for every hour above the minimum.

B. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

C. The Finance Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.

D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

9. An employee who has been declared either physically or mentally unfit for duty by a doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave. An employee may challenge a determination that he or she is unfit for duty by providing a medical report from their physician. In the event of a conflict of opinions, a third doctor's opinion shall control. The third doctor shall be selected and paid for by the VILLAGE.

10. An employee is responsible for the appropriate use of sick leave, but the Village may send a sick employee home prior to the end of their shift for injury or illness. In such cases, the remaining hours of the work day will be counted as sick time and those hours deducted from the employee's bank of accrued time. If the employee has no accrued sick time, the employee will only be paid for the time worked prior to being sent home.

11. For any sick time covered by a doctor's note, there shall be no finding of abuse of sick leave.

ARTICLE 11 COURT APPEARANCES

1. Any member required to attend a judicial matter arising from the performance of their duties shall be compensated for said services as follows:

A. An employee who is required to appear in court or at a deposition during nonworking hours shall receive a minimum of 3 hours payment at one and one half times the employee's regular rate of pay.

B. For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.

C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.

D. Witness fee shall be retained by the officer.

2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Police Chief and the Village Attorney. Rescheduling may be requested and coordinated by the VILLAGE.

3. Payment shall be made in the next full payroll period following completion of the service.

4. Travel in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 12 MANAGEMENT RIGHTS

1. Except as specifically stated herein, the VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Police Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .

2. The ASSOCIATION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

3. All employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations and the Department of Police Policies and Procedures Manual, as amended from time to time, including those relating to conduct and work performance.

4. If at the discretion of the Village Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended,

5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

6. Nothing in this Agreement is intended to waive or modify the rights granted to a public employer as set forth in s. 447.209 , Florida Statutes.

ARTICLE 13 SENIORITY

1. Seniority shall be defined as length of service in position (i.e. sergeant) with the VILLAGE Police Department.
2. Seniority will govern the employees' selection of vacation schedules and overtime, provided the Police Chief has the final authority to determine the placement of personnel for extraordinary operational reasons and the Chief's decision in that regard is not grievable. When the Police Chief over-rides a request based on seniority, the Chief shall inform the requesting party in writing of the basis of the Chief's decision.
3. When the Department requires overtime work to fill a vacancy, the overtime assignment shall first be offered to an employee who is already on duty. If no employee on duty is able or qualified to work the overtime assignment, off duty personnel will be called. In either circumstance, the overtime assignment shall be offered on the basis of seniority, using an "overtime wheel." The overtime wheel shall function to identify employees in order of seniority with the Police Department. Once passed, an employee is not eligible for overtime assignment until the employee is reached again by rotation of the wheel.
4. Scheduled overtime shall be distributed to all qualified employees who wish to participate on the overtime wheel. If an employee refuses the employee's turn on the wheel, the employee will be charged as if the employee had worked and will go to the bottom of the overtime eligibility list. With each opportunity to work overtime, only one employee may pass on the opportunity to work the overtime assignment. When an employee passes, the next employee on the list may be ordered to work the overtime assignment.
5. Where a promotional opportunity shall occur and two or more employees are under consideration, the Police Chief shall give due consideration to seniority and qualifications.

6. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification, provided the more senior employee has prior service in the lower classification and that the following factors are substantially equal:

- A. Sufficient ability and qualifications to perform the work, based on the employee's personnel records.
- B. Performance evaluation.
- C. Physical condition and job attitude, as based on written evidence.

7. In the event of substantial inequality of the above factors, as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.

8. An employee shall be recalled in inverse order of layoff. An employee's right to recall ends after one year of being laid off.

9. An employee shall lose their seniority as a result of the following:

- A. Termination
- B. Retirement
- C. Voluntary resignation
- D. Layoff exceeding six (6) months
- E. Failure to report to the Village Manager the employee's intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
- F. Failure to return from military leave within the time limits prescribed by law.
- G. Failure to return from an authorized leave of absence upon the expiration of such leave.

10. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

ARTICLE 14 PAID VACATIONS

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

LENGTH OF SERVICE	HOURS OF VACATION
Less than six (6) years	80 hours
Six (6) but less than ten (10) years	120 hours
Ten (10) years and over	160 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

3. All employees may select, once annually in January, vacations. Initial selection of vacations will be by seniority within the classification. If a bargaining unit member chooses to change the vacation selection, they must then wait until the vacation list passes through all other remaining members of the classification, at which time he or she shall then be eligible to change the selection.

4. In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional duty day off with pay.

5. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose his/her vacation with pay, if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

6. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation hours.

7. Vacation hours shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

8. The maximum number of vacation hours an employee may accrue is the unused hours accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused hours of vacation accrued during the two-year period prior to termination, retirement or death.

9. An employee who has used 80 hours of vacation time in a fiscal year may request reimbursement for any unused vacation hours above the 80 hours used. Employees requesting reimbursement must do so, in writing on a form provided by the Director of Human Resources and Risk Management, during the month of October immediately following the fiscal year in which the 80 hours were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the 80 hours of vacation time were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave hours is final and will not be subject to the grievance process.

ARTICLE 15 PAID HOLIDAYS

1. The Village observes the following holidays. Employees will receive eight (8) hours of pay for each holiday day. The Village will establish when the holiday is observed if the holiday falls on a Saturday or Sunday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday Following Thanksgiving Day

Christmas Eve

Christmas Day

2. When an employee works on any of the holidays (as observed by the Village) the employee will be paid premium pay (1½ times regular pay) for each hour actually worked in addition to the eight hours of holiday pay. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibly for overtime.

3. If a holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall still be paid eight (8) hours for the holiday at the employee's regular rate of pay.

4. An employee who does not work their full scheduled day before and after a holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests, scheduled treatments, or actual illness or injury on the day before and after

a holiday are treated as days worked. The Village may ask for a doctor's note or other proof of illness to verify the bargaining unit member's illness or injury.

5. In the event an employee calls out sick for all or any portion of a holiday, and the Village then requires another employee to work at the overtime rate, the employee utilizing sick leave on the holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used. Employees under in-patient care or who are indisputably sick, including those who provide a doctor's note, shall not be subject to this provision.

ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action under Article 17.

2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

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

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may file a formal grievance. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1.

Said grievance must be in writing, must be signed by the employee or the Union as the employee's representative, and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving

rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Police Chief or the Chief's designee. The Police Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render the decision on the grievance in writing. The Police Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Police Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

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

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the ASSOCIATION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the ASSOCIATION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the ASSOCIATION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance.

The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon an impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from

which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of their grievance. The employee must either accept or reject the disposition of their grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, the employee may not accept the reinstatement and continue to grieve the loss of back pay. The employee's only choices would be to accept the disposition of the grievance, or to remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

9. The VILLAGE and the ASSOCIATION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as

defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

10. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him/her, which questions(s) must be actual and existing.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses, as well as the expenses of obtaining a hearing room and transcript, if ordered by the Arbitrator, will be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share such costs.

12. The arbitrator's award shall be final and binding on the parties.

13. The ASSOCIATION representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

14. Employees may request to have an ASSOCIATION representative present at any step of the grievance procedure.

15. The ASSOCIATION will not be required to process the grievance of non-members. The ASSOCIATION representative will have their name, address and all contact numbers on file with the VILLAGE.

16. The settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

17. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

18. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such issue within ten (10) days of receipt of the ASSOCIATION's request to proceed to arbitration. In such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) days of receipt of the parties' submissions.

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

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

ARTICLE 17 DISCIPLINARY APPEALS

Appeals of disciplinary action shall be handled as follows:

1. An employee who wishes to challenge any disciplinary action shall file a notice of appeal to the Police Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within ten (10) days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.

2. Upon receipt of a notice of appeal, the Police Chief or the Chief's designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Police Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.

3. An employee who is not satisfied with the Police Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.

4. The ASSOCIATION or employee individually may appeal any discipline greater than an eight (8) hour suspension without pay to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

5. No employee shall be subject to a disciplinary suspension of sixteen (16) hours or more, disciplinary demotion, or termination without just cause. No employee shall be subject to any suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the employee.

6. In addition to a disciplinary demotion, the Village may demote an employee for insufficient performance, provided the employee is first placed on a performance improvement plan and thereafter does not achieve all of the performance goals identified by the Village. A performance based demotion is not subject to a just cause standard and may not be challenged or appealed beyond the Village Manager. Prior to placing an employee on a performance improvement plan, an employee's supervisor and the Police Chief shall meet with the employee to discuss specific performance improvement goals. The performance improvement plan shall immediately thereafter be in effect for a period of ninety (90) days, with follow-up meetings with the employee at the forty-five (45) day and sixty (60) day mark. If the goals have not been achieved by the employee, the Police Chief may implement non-disciplinary demotion of the employee.

7. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

8. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE after initial hire, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE, and thus, the employee may be disciplined or discharged without explanation or for any reason deemed sufficient by the appropriate VILLAGE official. Accordingly, probationary employees shall have no right to utilize this disciplinary appeals procedure for any matter concerning discharge, suspension or other discipline.

ARTICLE 18 ASSOCIATION ACTIVITIES

1. An employee shall have the right to join or not join the ASSOCIATION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, to file any grievance and to appeal disciplinary matters to arbitration, and to express any complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation. All actions are to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the ASSOCIATION.

2. ASSOCIATION officials and/or members, no more than two (2) members, shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.

3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The VILLAGE, in its discretion, may stop the use of such time if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of the employee's right of representation. An ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:

- A. The employee is required to appear at a hearing related to a grievance.
- B. The employee is presenting or responding to a grievance.
- C. The employee is subject to interrogation in conjunction with an internal affairs investigation.
- D. The employee is attending a pre-determination hearing.

4. The Village Manager shall be immediately notified in writing, of changes of appointed ASSOCIATION representatives.

5. ASSOCIATION representatives shall be permitted to wear ASSOCIATION insignia while on duty. The insignia shall be approved by the Police Chief or the Chief's designee.

ARTICLE 19 RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing, and a copy of the same shall be submitted to the ASSOCIATION no less than fourteen (14) days prior to implementation.
2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over mandatory subjects of bargaining or the impact of any rule change which has the practical effect of altering the terms and conditions of employment, prior to the implementation of such changes. Such a request for bargaining must be received within seven (7) days after notification to the ASSOCIATION by the VILLAGE of the proposed change.

ARTICLE 20 BULLETIN BOARD

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by an approved official of the ASSOCIATION. The VILLAGE agrees to furnish space for the bulletin board but shall have no control over the postings on the Board.
2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.
3. The Association shall indemnify, defend, and hold the Village harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association bulletin board.

ARTICLE 21 WORKWEEK AND OVERTIME

1. The VILLAGE has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:
 - A. The work cycle shall not exceed twenty-eight (28) days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day, as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's regular rate of pay.
 - B. The VILLAGE shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter departmental work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.
 - C. The ASSOCIATION may request impact bargaining over the proposed change provided it does so in writing delivered to the Village Manager within ten (10) day of receipt of note.
 - D. If the ASSOCIATION requests impact bargaining the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION.
2. Time off for a meal period shall not exceed one (1) hour.
3. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.
4. Employees assigned to "standby" will be paid a minimum of one (1) hour pay per "standby shift". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to emergency duty.
5. Employees may exchange hours subject to the approval of the Police Chief or the Chief's designee, provided that such exchanges do not result in overtime.

6. The VILLAGE retains the right to make changes in schedules when extenuating circumstances, such as hurricanes or other states of emergencies, dictate.

7. An employee who is directed to report for work during a declared civil emergency, and fails to do so is subject to being disciplined, up to and including termination.

ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION

1. Bargaining Unit Employees are eligible to participate in the Village educational assistance program as revised.
2. In order to qualify for reimbursement under the VILLAGE'S program, all courses to be taken must be prior approved by the Director of Human Resources and Risk Management, Police Chief and the Village Manager.
3. Any and all continuing education will be done on the employee's own time.
4. The VILLAGE will participate in the State of Florida educational degree incentive program.^b

^b Referring to Florida Statute 943.22 Salary incentive program for full-time officers
{00505747.2 1823-9704441} April 9, 2022

ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged.
2. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment and benefits for the employee's permanent rank and not the assigned rank.

ARTICLE 24 MEDICAL EXAMINATIONS

- 1) In those situations, where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE.
- 2) The VILLAGE will provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.
- 3) The VILLAGE may order an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform their duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - A. Abnormal conduct or erratic behavior while at work; or
 - B. A significant deterioration in work performance; or
 - C. Excessive use of sick time.
- 4) The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:
 - A. Hepatitis A, B, or C
 - B. Measles
 - C. Polio
 - D. Varicella
 - E. HIV/AIDS

F. Heavy Metals

G. Tuberculosis

- 5) The VILLAGE will also provide flu shots annually for all employees, if not available to employees at no cost through the Village's health insurance provider.

ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE

1. An eighty-five (\$85.00) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty. Plain clothed employees will receive an annual lump sum of \$500.00, prorated to time assigned, for the purchase of work clothing.
2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.
3. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred (\$100.00) dollars per item.
4. A shoe allowance of one hundred twenty-five (\$125.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.
5. Road Patrol shall be issued three (3) shirts and three (3) pair of pants annually.

ARTICLE 26 VEHICLES AND EQUIPMENT

1. Personal Vehicles: In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the IRS rate prevailing at the time of use.
2. Take Home Vehicles: VILLAGE vehicle use shall be covered by the VILLAGE'S adopted "Village Vehicle and Take Home Vehicle Policy" (Appendix F). The allowance of a take home vehicle is a discretionary benefit and may be revoked by the Village Manager when, in the Village Manager's sole discretion, the Manager determines that the take home vehicle use is not fiscally or operationally justified.

ARTICLE 27 WAGES

YEAR ONE

Slotting and the commencement of the compensation increases resulting from this agreement will take effect the first full pay period following mutual ratification of this Agreement.

Contract Implementation Payment

Each member of the bargaining unit will be compensated a lump sum non-pensionable payment of \$1,000.00 to be included in the member's first full pay period paycheck following mutual ratification.

Slotting Into Step Pay Plan

The Step Plan is attached as Appendix B.

Employees will be slotted into the first step providing an increase in the employee's current annual pay, as provided in Appendix C

Evaluation Based Step Increase

On their anniversary date employees who receive a satisfactory evaluation will advance to the next step of their classification.

Employees who reached their anniversary date between 10/1/2021 and the date of mutual ratification of this Agreement will be contemporaneously slotted and advance to the next step of their classification.

YEAR TWO

Employees will advance to the next step of their classification on the employee's anniversary date.

YEAR THREE

Employees will advance to the next step of their classification on the employee's anniversary date.

Steps Contingent of Evaluation

Employee step increases are contingent on the employee's individual, weighted performance review evaluation, for which relevant forms are attached as Composite Appendix D. Employees will be entitled to their annual step increase if they receive a weighted performance evaluation score of "Satisfactory" or above. If the employee receives a weighted evaluation less than "Satisfactory, then the employee will be given one (1) opportunity to raise such deficient evaluation for purposes of receiving the step increase for that pay year as follows:

An employee who receives a weighted performance evaluation rating that is below "satisfactory" will meet with that employee's first-level supervisor, and the supervisor will provide the employee with specific performance improvement goals. The employee will be re-evaluated ninety (90) days following this counseling session. If the employee's weighted performance score increases to "Satisfactory" or above, then the employee will receive the step increase the next full pay period after achieving a Satisfactory review.

No Increases Over Top Out

No employee will receive a base wage increase or lump sum payment over the top pay for the employee's classification in the Village step plan.

New Hire Compensation

The minimum step established for the bargaining unit positions in the VILLAGE step plan shall be paid upon employment to "new hire" employees, except that a higher step may be paid when the entry step is approved by the VILLAGE Manager following a written justification from the Police Chief. Approval will be based on the exceptional qualifications of the appointee or the inability to attract adequate personnel at the entry level step. The Police Chief shall address in their justification the steps of current members of the department who have comparable years of service as the recommended new hire.

Assignment Pay

{00505747.2 1823-9704441}

April 9, 2022

Assignment pay for each member assigned by the Police Chief to Field Training Officers, Detectives, Neighborhood Enhancement Team (NET), Communications Training Officers, Crime Scene Technician/Evidence Custodian, Motor, K9, Marine Patrol, SOG and Night Shift will be 5% annually, prorated to time assigned as those units above.

Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal. An employee may not receive added compensation for more than two (2) assignment pay categories (canine excluded).

Take Home Vehicle Payroll Deductions:

All employees using a take-home vehicle must sign and submit to the Finance Department the attached Take-Home Vehicle Payroll Deduction Form (Appendix G) upon being eligible for a take-home vehicle in accordance with the parameters of the Village Vehicle and Take Home Policy. The employee shall be charged the following amount by payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

0-25 miles	\$0 per pay period
Over 25 Miles to 30 Miles	\$35 per pay period
Over 30 Miles to 45 Miles	\$60 per pay period
Over 45 miles	\$85 per pay period

ARTICLE 28 PENSION

1. Retirement benefits for PBA bargaining unit members are as set forth in Chapter 2, Article V, Division 4. of the Village Code of Ordinances.^c

2. The following amendments to benefits and contributions will take effect during the term of this Agreement:
 - A. The 75% pension maximum monthly pension benefit cap will be increased to 80% of AME for employees who retire after 10/1/22 ME; and
 - B. the multiplier increased from 2.75% to 3% for years of service after 10/1/2022; and
 - C. Employee contributions will increase:
From 7% to 8.5% 10/1/2022; and
From 8.5% to 10% 10/1/2023.

3. Funds received from the State of Florida (175 and 185 money) will be applied to reduce Village required annual payment to pension fund.

4. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty-four (24) hours of administrative leave with pay each calendar year in order to allow the employee to attend educational seminars or conferences related to the performance of their duties as a trustee or pension benefits or issues.

5. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents (\$0.50) for every one dollar (\$1.00) contributed to such plan up to a maximum of (\$120) dollars per month (\$1440 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.

6. Pension benefits for employees is codified in the Village Code of Ordinances, Article V, Division 4. See Appendix E.

^c Plan will be amended to reflect bargaining outcome with Police and Fire Unions
{00505747.2 1823-9704441} April 9, 2022

7. All DROP program benefits and contributions will remain the same.
8. The definition of "Earnings" will include up to 300 hours of overtime compensation.

ARTICLE 29 TRAINING

1. The VILLAGE will provide one week's advance notice for any training scheduled for weekends.
2. Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the VILLAGE. When training in Miami-Dade County involves a two-day class, the night between the training days will allow for an overnight stay paid for by the VILLAGE.

ARTICLE 30 PROBATIONARY EMPLOYEES

1. All new employees shall be designated as probationary employees and will remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one (1) year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy. During probation, employees are "at will" employees who may be terminated with or without a statement of cause.
2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.
3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and suitability for Village employment.
4. Upon the satisfactory completion of the probationary period, the employee shall attain regular status.

ARTICLE 31 RIGHTS WHILE UNDER INVESTIGATION

Nothing in this Agreement is intended to limit or expand the rights or remedies provided to a law enforcement officer who is under investigation as set forth in sections 112.532, Florida Statutes, as amended from time to time. For ease of reference, the statute is incorporate herein as Appendix A. Inclusion of this reference does not create a right to grieve or appeal a violation of statute through either the grievance (Article 16) or disciplinary appeal (Article 17) procedures set forth in the Agreement, but violations of these rights may be raised as evidence in a matter subject to grievance or disciplinary appeal.

ARTICLE 32 POLICE OFFICER TRAINEE PROGRAM

The VILLAGE may offer a Police Officer Trainee Program, designed to recruit and incentivize quality employees.

ARTICLE 33 ENTIRE AGREEMENT

1. The VILLAGE and the ASSOCIATION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. All negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement.

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

3. In the event of a conflict between this agreement and any collateral document, the terms of this Agreement shall control.

4. Nothing in this Article shall be construed to diminish or affect the Association's right to request bargaining on new issues surrounding mandatory subjects of bargaining or to request impact bargaining. Correspondingly, nothing in this agreement shall be construed as a waiver or limitation on the Village's management rights as granted by §447.203, Florida Statutes.

ARTICLE 34 DURATION

1. This three-year Agreement shall be effective from date of ratification by both parties, and it remains in full force and effect until the thirtieth (30th) day of September 2024.

2. No employee will receive a salary increase or lump sum payment other than an adjustment that results from a promotion or demotion, or a cost of living adjustment beyond September 30, 2024, except as provided in a subsequent Collective Bargaining Agreement as negotiated and ratified by the parties.

3. The VILLAGE and the PBA will commence bargaining for a successor agreement on or about May 30th, 2024. The Parties agree to discuss and consider anniversary step increases for those whose anniversary dates fall between October 1, 2024, and May of 2025.

SIGNATURE PAGE

THE VILLAGE OF NORTH PALM BEACH

Village Manager

Jessica Green, Village Clerk

PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.

John Kazanjian
President, Palm Beach County Police Benevolent Association, Inc.

Date of ratification by Bargaining Unit: _____

Date of ratification by the VILLAGE COUNCIL: _____

APPENDICES

- Appendix A Law Enforcement Officers Bill of Rights
- Appendix B Step Plan
- Appendix C Slotting Plan
- Appendix D Composite Evaluation Forms
- Appendix E Pension Plan
- Appendix F Village Vehicle and Take Home Vehicle Policy
- Appendix G Take-Home Vehicle Payroll Deduction Form

APPENDIX A

112.532. Law enforcement officers' and correctional officers' rights

All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) Rights of law enforcement officers and correctional officers while under investigation.--Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

(2) Complaint review boards.--A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers or correctional officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers or correctional officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers and a board for correctional officers whose members shall be from the same discipline as the aggrieved officer. The provisions of this subsection shall not apply to sheriffs or deputy sheriffs.

(3) Civil suits brought by law enforcement officers or correctional officers.--Every law enforcement officer or correctional officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed. This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

(4) Notice of disciplinary action; copy of and opportunity to address contents of investigative file; confidentiality.--

(a) A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any law enforcement officer or correctional officer unless the law enforcement officer or correctional officer is notified of the action and the reason or reasons for the action before the effective date of the action.

(b) Notwithstanding s. 112.533(2), whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation shall remain confidential until such time as the employing law enforcement agency makes a final determination whether or not to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph does not provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

(5) Retaliation for exercising rights.--No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

(6) Limitations period for disciplinary actions.--

(a) Except as provided in this subsection, disciplinary action, suspension, demotion, or dismissal may not be undertaken by an agency against a law enforcement officer or correctional officer for any act, omission, or other allegation or complaint of misconduct, regardless of the origin of the allegation or complaint, if the investigation of the allegation or complaint is not completed within 180 days after the date the agency receives notice of the allegation or complaint by a person authorized by the agency to initiate an investigation of the misconduct. If the agency determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the law enforcement officer or correctional officer of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable. Notice to the officer must be provided within 180 days after the date the agency received notice of the alleged misconduct, regardless of the origin of the allegation or complaint, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional officer.
2. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.

4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.

6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

(b) An investigation against a law enforcement officer or correctional officer may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

APPENDIX B – STEP PLAN

Pay Schedule for Fiscal Year 2021-2022

RECORDS CLERK		POLICE OFFICER		SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	\$51,809.20	1	\$60,541.32	1	\$76,432.02
2	\$53,581.07	2	\$62,660.27	2	\$79,107.14
3	\$55,413.55	3	\$64,853.38	3	\$81,875.89
4	\$57,308.69	4	\$67,123.25	4	\$84,741.55
5	\$59,268.65	5	\$69,472.56	5	\$87,707.50
6	\$61,295.64	6	\$71,904.10	6	\$90,777.27
7	\$63,391.95	7	\$74,420.74	7	\$93,954.47
8	\$65,559.95	8	\$77,025.47	8	\$97,242.88
9	\$67,802.10	9	\$79,721.36	9	\$100,646.38
10	\$70,120.93	10	\$82,511.61	10	\$104,169.00
11	\$72,519.07	11	\$85,399.51	11	\$107,814.92
12	\$74,999.22	12	\$88,388.50	12	\$111,588.44
13	\$77,564.19	13	\$91,482.09	13	\$115,494.03
14	\$80,216.89	14	\$94,683.97	14	\$119,536.33
15	\$82,894.71	15	\$97,997.91	15	\$123,720.10

Pay Schedule for Fiscal Year 2022-2023

RECORDS CLERK		POLICE OFFICER		SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	\$51,809.20	1	\$62,962.98	1	\$79,489.30
2	\$53,581.07	2	\$65,166.68	2	\$82,271.43
3	\$55,413.55	3	\$67,447.51	3	\$85,150.93
4	\$57,308.69	4	\$69,808.18	4	\$88,131.21
5	\$59,268.65	5	\$72,251.46	5	\$91,215.80
6	\$61,295.64	6	\$74,780.26	6	\$94,408.36
7	\$63,391.95	7	\$77,397.57	7	\$97,712.65
8	\$65,559.95	8	\$80,106.49	8	\$101,132.59
9	\$67,802.10	9	\$82,910.21	9	\$104,672.23
10	\$70,120.93	10	\$85,812.07	10	\$108,335.76
11	\$72,519.07	11	\$88,815.49	11	\$112,127.51
12	\$74,999.22	12	\$91,924.04	12	\$116,051.98
13	\$77,564.19	13	\$95,141.38	13	\$120,113.80
14	\$80,216.89	14	\$98,471.33	14	\$124,317.78
15	\$82,894.71	15	\$101,917.82	15	\$128,668.90

APPENDIX B – STEP PLAN

Pay Schedule for Fiscal Year 2023-2024

RECORDS CLERK		POLICE OFFICER		SERGEANT	
<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>
1	\$51,809.20	1	\$65,481.49	1	\$82,668.88
2	\$53,581.07	2	\$67,773.35	2	\$85,562.29
3	\$55,413.55	3	\$70,145.41	3	\$88,556.97
4	\$57,308.69	4	\$72,600.50	4	\$91,656.46
5	\$59,268.65	5	\$75,141.52	5	\$94,864.44
6	\$61,295.64	6	\$77,771.47	6	\$98,184.69
7	\$63,391.95	7	\$80,493.48	7	\$101,621.16
8	\$65,559.95	8	\$83,310.75	8	\$105,177.90
9	\$67,802.10	9	\$86,226.62	9	\$108,859.12
10	\$70,120.93	10	\$89,244.56	10	\$112,669.19
11	\$72,519.07	11	\$92,368.11	11	\$116,612.61
12	\$74,999.22	12	\$95,601.00	12	\$120,694.06
13	\$77,564.19	13	\$98,947.03	13	\$124,918.35
14	\$80,216.89	14	\$102,410.18	14	\$129,290.49
15	\$82,894.71	15	\$105,994.54	15	\$133,815.66

APPENDIX C – INITIAL SLOTTING

LAST NAME	FIRST NAME	POSITION	INITIAL STEP
MEKOLIAVITCH	STEVEN	SERGEANT	14
KOENIG	KEITH	SERGEANT	14
PEARSON	LOUIS	SERGEANT	14
ORTIZ-ADARMES	JAVIER	SERGEANT	13
CIEZAK	EDWARD	SERGEANT	6
COUNCIL	ANDREW	SERGEANT	12
METAYER	ROSEMITH	RECORDS CLERK	12
STEADE	RODERICK	POLICE OFFICER	14
HACHIGIAN	GEORGE	POLICE OFFICER	14
ABRAMCZYK	MICHAEL	POLICE OFFICER	14
MIZE	MICHAEL	POLICE OFFICER	14
BEARSBY	KEVIN	POLICE OFFICER	14
MILLER	STEVEN	POLICE OFFICER	14
ALDRIDGE	ZACHARY	POLICE OFFICER	14
COLLURA	YESENIA	POLICE OFFICER	11
LOPEZ	GEORGE	POLICE OFFICER	11
JOHNSON	RUSSELL	POLICE OFFICER	7
LEW	GARY	POLICE OFFICER	6
BUSSEK	DANIEL	POLICE OFFICER	6
NEWMAN	JENNIFER	POLICE OFFICER	5
DAVIS	TREVOR	POLICE OFFICER	3
PRUD'HOMME	DANIEL	POLICE OFFICER	4
PEREZ	CHRISTOPHER	POLICE OFFICER	4
HERNANDEZ	NICHOLAS	POLICE OFFICER	4
WRIGHT	JAMES	POLICE OFFICER	1
TRIMBLE	DELANEY	POLICE OFFICER	1
RIGGOTT	KATELYN	POLICE OFFICER	1
MILORD	JHAMIL	POLICE OFFICER	1
SOUTHER	AUSTIN	POLICE OFFICER	1
BLUM	SAVANNAH	POLICE OFFICER	1
VITHOULKAS	KONSTANTIN	POLICE OFFICER	8
TONKIN	JOVICA	POLICE OFFICER	1

INDIVIDUAL Performance Review Form

NAME: _____ DEPT: _____
REVIEW PERIOD: _____ to _____ REVIEW DATE: _____
TITLE: _____ REVIEWER NAME: _____
TYPE OF EVALUATION: () Annual () Probationary () Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINITIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

MANAGERIAL COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

If applicable, what has the employee done to improve performance from the previous review or onset of employment if no previous reviews have been conducted?

Developmental Plans:

Employee Signature* **Date**

Reviewer Signature **Date**

Department Head Signature **Date**

*Note: Employee's signature does not signify agreement with the supervisor's rating, but indicates that the evaluation has been discussed with the employee.

<p>1. <u>JOB KNOWLEDGE</u> (3)</p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job, further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>2. <u>QUANTITY & QUALITY OF WORK</u> (3)</p> <p>Volume of work produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>3. <u>CREATIVITY</u> (1)</p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>4. <u>JUDGMENT</u> (2)</p> <p>Makes decisions which are sound. Ability to base decisions on fact rather than emotion. Makes safety a priority.</p>	<p>5 Uses exceptionally good judgment when analyzing facts and solving problems. Always acts safely.</p> <p>4 Above average judgment and decision-making. Acts with safety in mind.</p> <p>3 Handles most situations very well and makes sound, safe decisions under normal circumstances.</p> <p>2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.</p> <p>1 Uses poor judgment and safety when dealing with people and situations.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>5. <u>TEAMWORK</u> (3)</p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>6. <u>INITIATIVE</u> (3)</p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>7. <u>COMMUNICATION</u> (2)</p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>8. <u>CUSTOMER FOCUS</u> (3)</p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

EMPLOYEE COMMENTS:

SUPERVISOR / MANAGER Performance Review Form

NAME: _____ DEPT: _____

REVIEW PERIOD: _____ to _____ REVIEW DATE: _____

TITLE: _____ REVIEWER NAME: _____

TYPE OF EVALUATION: () Annual () Probationary () Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINITIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

DIRECTOR COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

What has the employee done to improve performance from the previous review?

Developmental Plans:

Employee Signature **Date**

Department Head Signature **Date**

<p>1. <u>JOB KNOWLEDGE</u> (2)</p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job; further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>2. <u>QUANTITY & QUALITY OF WORK</u> (1)</p> <p>Volume of work product produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>3. <u>CREATIVITY</u> (1)</p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>4. <u>TEAMWORK</u> (2)</p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>5. <u>INITIATIVE</u> (1)</p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>6. <u>COMMUNICATION</u> (2)</p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>7. CUSTOMER FOCUS (2)</u></p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>8. PLANNING & ORGANIZING (3)</u></p> <p>The ability to analyze work, set goals, develop plans of action, optimally utilizes time. Consider amount of supervision required and extent to which employee can be trusted to carry out assignments effectively.</p>	<p>5 Exceptionally good planning and organizing skills.</p> <p>4 Above average planning and organizing. Usually carries out assignments effectively.</p> <p>3 Average planning and organizing. Occasionally requires assistance.</p> <p>2 Room for improvement. Frequently requires assistance.</p> <p>1 Unacceptable planning and organizing skills.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>9. SUPERVISING & DELEGATING (3)</u></p> <p>The ability to create a motivating climate, achieve teamwork, train and develop, measure work in progress, take corrective action. Inspires employees to assume accountability.</p>	<p>5 Exceptional leader; others look up to this employee.</p> <p>4 Above average. Usually motivational. Exhibits accountability.</p> <p>3 Average directing and delegating in work group. Occasionally requires guidance. Generally holds self and team accountable.</p> <p>2 Needs to improve management, motivational skills and accountability.</p> <p>1 Sometimes needs to be reminded of leadership role. Avoids accountability. Directing and delegating skills are unacceptable.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

10. DECISION MAKING (3)

Obtains and thoroughly analyzes facts; takes immediate corrective action; uses resources and techniques to develop sound solutions based on facts rather than emotion while foreseeing possible consequences. Makes safety a priority.

5 Uses exceptionally good judgment when analyzing facts and solving problems which are made in a timely manner. Actively promotes and models safe behavior.

4 Above average decision making abilities. Usually makes sound and timely decisions. Acts with safety in mind.

3 Average. Sometimes requires assistance in making decisions.

2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.

1 Uses poor judgment; lacking in timeliness and safety when dealing with people and situations.

COMMENTS:

RATING:

EMPLOYEE COMMENTS:

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENTS SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT CHANGES TO RETIREMENT BENEFITS RESULTING FROM COLLECTIVE BARGAINING WITH THE UNIONS REPRESENTING THE VILLAGE'S FIREFIGHTER EMPLOYEES (IAFF) AND POLICE OFFICER EMPLOYEES (PBA); PROVIDING FOR AMENDMENTS AFFECTING THE CALCULATION OF POLICE OFFICER AND FIREFIGHTER RETIREMENT BENEFITS; PROVIDING FOR AN INCREASE TO THE MULTIPLIER USED TO CALCULATE BENEFITS; ESTABLISHING A 75% CAP ON RETIREMENT BENEFITS; INCREASING EMPLOYEE CONTRIBUTION RATES; CREATING A DEFERRED RETIREMENT BENEFIT PLAN (DROP); APPLYING THE USE OF INSURANCE PREMIUM TAX REVENUE TO THE VILLAGE'S ANNUAL RETIREMENT CONTRIBUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, collective bargaining with the Unions that represent the Village's firefighter and police officer employees has been concluded with the ratification of new Collective Bargaining Agreements by the Village Council and the bargaining units; and

WHEREAS, the new Collective Bargaining Agreements provide for amendments to the retirement benefits for police officers and firefighters; and

WHEREAS, a majority of bargaining unit employees ratified their respective Agreements, including the provisions for increasing employee contributions; and

WHEREAS, the Village Council finds that the retirement benefit amendments hereinafter described are fully consistent with the new Collective Bargaining Agreements; and

WHEREAS, Village Administration has complied with all conditions precedent to the adoption of a pension plan amendment as required by Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinance as follows (new language is underlined and deleted language is ~~stricken through~~):

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

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide retirement, survivor and disability benefits as provided by this division. The system shall be known as the Village of North Palm Beach Fire and Police Retirement Fund and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a) and meet the requirements of a governmental plan as defined in Internal Revenue Code Section 414(d).

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

Accrued benefit means the portion of a member's normal retirement benefit which is considered to have accrued as of any date. A member's accrued benefit for years of credited service earned before October 1, 2018 ~~as of any date~~ shall be equal to the sum of ~~two and one-half (2½)~~ 2.50 percent of ~~his the~~ the member's average monthly earnings multiplied by ~~his the~~ the member's credited service for the first twenty-four (24) years; zero (0) percent of ~~his the~~ the member's average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of ~~his the~~ the member's average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years. A member's accrued benefit for years of credited service earned on and after October 1, 2018 (provided the member was employed by the Village on or after July 11, 2019) shall be equal to 2.75 percent per year of service. The total accrued benefit shall not be greater than 75.00 percent of average monthly earnings at the time of retirement (including entry into the DROP), but in all cases the accrued benefit earned on and after October 1, 2018 shall be at least 2.75 percent per year of service on and after October 1, 2018. For purposes of this calculation, average monthly earnings and credited service as of the date of determination shall be used. The accrued benefit is considered to be payable in the plan's normal form commencing on the member's normal retirement date, with such date determined as through the member remains in full-time employment with the employer.

Accumulated contributions means a member's own contributions plus interest credited thereto, if any, by the board.

Actuarial equivalence or actuarially equivalent means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment

commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven (7) percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five (5) years in the case of disability retirees.

Average monthly earnings means one-sixtieth of earnings of a member during the five (5) years of his employment within the last ten (10) years of employment, which is greater than the total during any other five (5) years during the ten-year period; provided that if a member shall have been employed for fewer than five (5) years, such average shall be taken over the period of his actual employment.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the beneficiary shall be the estate of the member.

Board means the board of trustees which shall administer and manage the plan herein provided and serve as trustee of the fund.

Credited service means the total number of years and fractional parts of years of service expressed as years and completed months, during which a person serves as an employee as defined below, omitting intervening years and fractional parts of years, when such person may not be employed by the employer; provided, however, such person may have, without interrupting his other years of credited service, up to one (1) year's leave of absence.

Notwithstanding the foregoing, no employee will receive credit for years or fractional parts of years of service for which he has withdrawn his contributions to the pension fund for those years or fractional parts of years of service unless he repays into the pension fund the contributions he has withdrawn, with interest, within ninety (90) days after his reemployment, as provided in section 2-160 below.

Further, an employee may voluntarily leave his contributions in the pension fund for a period of five (5) years after leaving the employ of the employer, pending the possibility of his being rehired, without losing credit for the time he has participated actively as an employee. Should he not be re-employed within five (5) years, his contributions shall be returned to him without interest.

It is provided further that credited service shall include any service, voluntary or involuntary, in the armed forces of the United States, provided the employee is legally entitled to re-employment under the provisions of the federal

USERRA provisions or any similar law; and provided further that the employee shall apply for reemployment within the time and under the conditions prescribed by law. Effective January 1, 2007, members who die or become disabled while serving on active duty military service which intervenes the member's employment shall be entitled to the rights of this section even though such member was not re-employed by the village. Members who die or become disabled while on active duty military service shall be treated as though re-employed the day before the member became disabled or died, was credited with the service they would have been entitled to under this section, and then either died a non-duty death while employed or became disabled from a non-duty disability.

Early retirement date means for each member the first day of the month coincident with or next following the date on which he attains his fiftieth (50th) birthday.

Earnings means a member's gross salary, including overtime as provided below, public safety pay increment and special pay, but excluding bonuses, such as longevity, safety and attendance awards and any other non-regular payments such as unused sick leave or vacation time pay. Beginning with earnings after December 31, 2008 and pursuant to Internal Revenue Code Section 414(u)(7), the definition of earnings includes amounts paid by the village as differential wages to members who are absent from employment while serving in qualified military service. For Police Officer members only, effective the first full payroll following October 1, 2013, Police Officers will be limited to three hundred (300) hours of overtime per officer per fiscal year. For Firefighter members only, effective the first full payroll following December 11, 2014, Firefighters will be limited to two hundred (200) hours of overtime per firefighter per fiscal year.

Effective date means March 1, 1967, the date on which this plan initially became effective. The effective date of this restated plan is the date as of which the village council adopts the plan.

Employee means each actively employed full-time firefighter and police officer of the village.

Employer means the Village of North Palm Beach, Florida.

Firefighter means any person employed in the fire department who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life, and to protect property. The term firefighter includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the plan.

Member means an employee who fulfills the prescribed participation requirements.

Normal retirement date means for each member the first day of the month coincident with or next following the date on which the member attains age fifty-five (55) or the date on which the member attains age fifty-two (52) and has twenty-five (25) years of credited service. A member may retire on this normal retirement date or on the first day of any month thereafter.

Plan or system means the Village of North Palm Beach Fire and Police Retirement Fund as contained herein and all amendments thereto.

Plan year means each year commencing on October 1, and ending on September 30.

Police officer means any person employed in the police department who is certified as a law enforcement officer as a condition of employment in accordance with the provisions of F.S. § 943.14, and who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in F.S. §§ 943.10(6) and 943.10(8), respectively. Any public safety officer who is responsible for performing both police and fire services and who is certified as a police officer or firefighter shall be considered a police officer.

Spouse shall mean the lawful wife or husband of a member at time of preretirement death or retirement.

* * *

Sec. 2-161. Benefit amounts.

(a) *Normal retirement benefit.*

(1) *Amount.* Each member who retires on or after his the member's normal retirement date shall be eligible to receive a normal retirement benefit commencing on his the member's actual retirement date. A retiree's maximum

monthly pension benefit shall not exceed 75.00 percent of the retiree's average monthly earnings as that term is defined in Section 2-159 above. In all cases, the benefit provided for years of service on and after October 1, 2018 shall be at least 2.75 percent of average monthly earnings per year of service (provided the member was employed by the village on and after July 11, 2019). The monthly normal retirement benefit shall be calculated as follows:

For Police Officer members:

an An amount equal to the sum of ~~two and one half (2½)~~ 2.50 percent of his the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a police officer on or after July 11, 2019) for the first twenty four (24) years; zero (0) percent of his average monthly earnings multiplied by the member's credited service for each year after twenty four (24) years up to thirty (30) years; and two (2) percent of his average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years.

For Firefighter members:

An amount equal to the sum of 2.50 percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a firefighter on or after July 11, 2019).

* * *

Sec. 2-163. Contributions.

(a) *Member contributions.*

- (1) *Amount.* Members of the plan shall make regular contributions to the fund at rate equal to ~~two (2)~~ 2.00 percent of their respective earnings.

For Police Officer members only:

- (i) Effective at the beginning of the first full payroll period after October 1, 2013, the Police Office

member contribution shall increase to two and sixty-seven one hundredths (2.67) percent;

- (ii) Effective the first full payroll period after October 1, 2014, the Police Officer member contribution shall increase to three and thirty-three one hundredths (3.33) percent; and
- (iii) Effective the first full payroll period after October 1, 2015, the Police Officer member contribution shall increase to four (4) percent.
- (iv) Effective the second payroll period following the adoption of Ordinance 2019-11, the Police Officer member shall contribute 6.00 percent of earnings.
- (v) Effective the first payroll period after October 1, 2020, the Police Officer member shall contribute 7.00 percent of earnings.
- (vi) During participation in the DROP, Police Officer members shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan Unfunded Actuarial Accrued Liability ("UAAL").

For Firefighter members only:

- (i) Effective the beginning of the first full payroll period after April 1, 2015, the Firefighter member contribution shall increase to three and one-half (3.50) percent; and
- (ii) Effective the first full payroll period after April 1, 2016, the Firefighter member contribution shall increase to five (5.00) percent.
- (iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from 5.00 percent of earnings to 7.00 of earnings.
- (iv) During DROP, the Firefighter member shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan

Sec. 2-170.1 Deferred Option Benefit Plan (DROP)

(a) Effective upon the adoption this Ordinance, a Deferred Retirement Option Plan ("DROP") benefit is created and added to the Plan and shall be available to employees upon reaching their normal retirement date.

(b) Upon entry into the DROP, an employee is considered retired for pension plan purposes.

(c) An employee may elect to participate in the DROP provided the employee makes the election no later than thirty (30) days after reaching the employee's normal retirement date. Notwithstanding the foregoing, upon first enactment of this Ordinance, members must make their initial election to participate in the DROP by the later of:

(1) Thirty (30) days after reaching their normal retirement date; or

(2) Ninety (90) days after creation of the DROP.

(d) An election to participate in the DROP must be made in writing and shall become irrevocable thirty (30) days following the date it is received by the Pension Administrator and the Village's Director of Human Resources.

(e) An employee who elects to participate in the DROP may participate in the plan for a maximum of sixty (60) months. The application to enter into the DROP shall include an irrevocable letter of resignation effective upon the last day of DROP participation. Employees who participate in the DROP may elect to terminate their participation prior to sixty (60) months of participation, but may not continue participation beyond sixty (60) months from the date of entry into the DROP.

(f) An eligible employee who elects to participate in the DROP shall have the employee's benefit calculated based on credited service, multiplier, and average monthly earnings determined as of the effective date of the employee's election to participate in the DROP. No further credited service, benefit changes, or changes in earnings shall be considered for pension purposes.

(g) After entering the DROP, a participant shall not be eligible for disability or pre-retirement death benefits under the Plan. This provision is not intended to limit entitlement to any statutory line of duty death benefit under state or federal law.

(h) A DROP account shall be established for each employee who elects to participate. These are not actual accounts; rather they are nominal accounts and balances kept as a bookkeeping process.

(i) During the period of the employee's participation in the DROP, the employee's normal retirement benefit shall be accounted for in the employee's DROP account.

(j) The employee's DROP account shall be invested with the retirement plan assets and credited with the overall net (earnings less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP and the crediting rate will be no less than 0.00 percent and no more than 6.40 percent.

(k) At the conclusion of the employee's participation in the DROP, and as a condition of participating in such plan, the employee will terminate Village employment. The retiree will thereafter receive a normal monthly retirement benefit as previously calculated upon entry into the DROP, but the monthly amount will be paid to the retiree and no longer accounted for in the DROP account. If the employee does not terminate participation in the DROP at the end of the sixty (60) month maximum participation period, no earnings shall be credited on the DROP balance and no further DROP deposits shall be made.

(l) No amount can be paid from the retirement plan until the DROP employee terminates employment.

(m) Upon termination, the retiree's DROP account will be distributed to the retiree in a lump sum, which can be rolled over or paid in cash at the retiree's discretion. Direct rollover may be accomplished by any reasonable means determined by the Board.

(n) If a retiree dies before distribution of the retiree's DROP account commences, the account balance shall be distributed to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

(o) Distribution of an employee's DROP account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within forty-five (45) days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP, no further earnings shall be credited on the DROP balance.

(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age 70.50.

Sec. 2-170.2. Use of Insurance Premium Tax Revenue.

The 2015 Florida Legislature enacted Chapter 2015-39, Laws of Florida (hereinafter "Legislation") regarding the use of insurance premium tax revenue ("IPTR"). The Fund meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police officer and firefighter pension plans as set forth in chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the collective bargaining agents of the police officer and firefighter employees. This provision of the Plan reflects the mutual agreement of the Village and the respective collective bargaining agents that all IPTR, whether base premium at revenue or additional premium tax revenue, received by the Village will be used by the Village to meet its annual actuarially required contribution ("ARC") to the Fund.

Sec. 2-170.3. Defined contribution component.

Pursuant to the requirements of Sections 175.351(6) and 185.35(6), Florida Statutes, a defined contribution component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the plan is funded, the Board has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the Ordinance. The Code sections set forth in Division 5, "Length of Service Award Plan for Volunteer Firefighters," and Division 6, "ICMA Defined Contribution Pension Plan," shall be renumbered from Section 2-170.01 through 2-170.15 to Section 170.5 through 170.20.

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

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

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

Section 7. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 10TH DAY OF OCTOBER, 2019.

PLACED ON SECOND, FINAL READING AND PASSED THIS 24TH DAY OF OCTOBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


VILLAGE ATTORNEY



Village of North Palm Beach Take-Home Vehicle Payroll Deduction Form

Date: _____

Employee Name: _____

Employee Number: _____

Distance from Village

Address: _____

City: _____

State: _____ Zip: _____

Total Distance (in miles) from Village: _____

Take-Home Vehicle Payroll Deductions

The employee shall be charged the following amount by payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

	<u>Distance</u>	<u>Amount per Pay Period</u>
<input type="checkbox"/>	0 to 25 Miles	\$0 per Pay Period
<input type="checkbox"/>	Over 25 Miles to 30 Miles	\$35 per Pay Period
<input type="checkbox"/>	Over 30 Miles to 45 Miles	\$60 per Pay Period
<input type="checkbox"/>	Over 45 Miles	\$85 per Pay Period

Employee Authorization

I acknowledge that my bi-weekly pay will be reduced by the amount of my deduction as checked and indicated above.

Employee Signature: _____

Date: _____

APPENDIX C – INITIAL SLOTTING

LAST NAME	FIRST NAME	POSITION	INITIAL STEP
MEKOLIAVITCH	STEVEN	SERGEANT	14
KOENIG	KEITH	SERGEANT	14
PEARSON	LOUIS	SERGEANT	14
ORTIZ-ADARMES	JAVIER	SERGEANT	13
CIEZAK	EDWARD	SERGEANT	6
COUNCIL	ANDREW	SERGEANT	12
METAYER	ROSEMITH	RECORDS CLERK	12
STEADE	RODERICK	POLICE OFFICER	14
HACHIGIAN	GEORGE	POLICE OFFICER	14
ABRAMCZYK	MICHAEL	POLICE OFFICER	14
MIZE	MICHAEL	POLICE OFFICER	14
BEARSBY	KEVIN	POLICE OFFICER	14
MILLER	STEVEN	POLICE OFFICER	14
ALDRIDGE	ZACHARY	POLICE OFFICER	14
COLLURA	YESENIA	POLICE OFFICER	11
LOPEZ	GEORGE	POLICE OFFICER	11
JOHNSON	RUSSELL	POLICE OFFICER	7
LEW	GARY	POLICE OFFICER	6
BUSSEK	DANIEL	POLICE OFFICER	6
NEWMAN	JENNIFER	POLICE OFFICER	5
DAVIS	TREVOR	POLICE OFFICER	3
PRUD'HOMME	DANIEL	POLICE OFFICER	4
PEREZ	CHRISTOPHER	POLICE OFFICER	4
HERNANDEZ	NICHOLAS	POLICE OFFICER	4
WRIGHT	JAMES	POLICE OFFICER	1
TRIMBLE	DELANEY	POLICE OFFICER	1
RIGGOTT	KATELYN	POLICE OFFICER	1
MILORD	JHAMIL	POLICE OFFICER	1
SOUTHER	AUSTIN	POLICE OFFICER	1
BLUM	SAVANNAH	POLICE OFFICER	1
VITHOULKAS	KONSTANTIN	POLICE OFFICER	8
TONKIN	JOVICA	POLICE OFFICER	1

APPENDIX A

112.532. Law enforcement officers' and correctional officers' rights

All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) Rights of law enforcement officers and correctional officers while under investigation.--Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

(2) Complaint review boards.--A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers or correctional officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers or correctional officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers and a board for correctional officers whose members shall be from the same discipline as the aggrieved officer. The provisions of this subsection shall not apply to sheriffs or deputy sheriffs.

(3) Civil suits brought by law enforcement officers or correctional officers.--Every law enforcement officer or correctional officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed. This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

(4) Notice of disciplinary action; copy of and opportunity to address contents of investigative file; confidentiality.--

(a) A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any law enforcement officer or correctional officer unless the law enforcement officer or correctional officer is notified of the action and the reason or reasons for the action before the effective date of the action.

(b) Notwithstanding s. 112.533(2), whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation shall remain confidential until such time as the employing law enforcement agency makes a final determination whether or not to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph does not provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

(5) Retaliation for exercising rights.--No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

(6) Limitations period for disciplinary actions.--

(a) Except as provided in this subsection, disciplinary action, suspension, demotion, or dismissal may not be undertaken by an agency against a law enforcement officer or correctional officer for any act, omission, or other allegation or complaint of misconduct, regardless of the origin of the allegation or complaint, if the investigation of the allegation or complaint is not completed within 180 days after the date the agency receives notice of the allegation or complaint by a person authorized by the agency to initiate an investigation of the misconduct. If the agency determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the law enforcement officer or correctional officer of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable. Notice to the officer must be provided within 180 days after the date the agency received notice of the alleged misconduct, regardless of the origin of the allegation or complaint, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional officer.
2. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.

4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.

6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

(b) An investigation against a law enforcement officer or correctional officer may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

APPENDIX B – STEP PLAN

Pay Schedule for Fiscal Year 2021-2022

RECORDS CLERK		POLICE OFFICER		SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	\$51,809.20	1	\$60,541.32	1	\$76,432.02
2	\$53,581.07	2	\$62,660.27	2	\$79,107.14
3	\$55,413.55	3	\$64,853.38	3	\$81,875.89
4	\$57,308.69	4	\$67,123.25	4	\$84,741.55
5	\$59,268.65	5	\$69,472.56	5	\$87,707.50
6	\$61,295.64	6	\$71,904.10	6	\$90,777.27
7	\$63,391.95	7	\$74,420.74	7	\$93,954.47
8	\$65,559.95	8	\$77,025.47	8	\$97,242.88
9	\$67,802.10	9	\$79,721.36	9	\$100,646.38
10	\$70,120.93	10	\$82,511.61	10	\$104,169.00
11	\$72,519.07	11	\$85,399.51	11	\$107,814.92
12	\$74,999.22	12	\$88,388.50	12	\$111,588.44
13	\$77,564.19	13	\$91,482.09	13	\$115,494.03
14	\$80,216.89	14	\$94,683.97	14	\$119,536.33
15	\$82,894.71	15	\$97,997.91	15	\$123,720.10

Pay Schedule for Fiscal Year 2022-2023

RECORDS CLERK		POLICE OFFICER		SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	\$51,809.20	1	\$62,962.98	1	\$79,489.30
2	\$53,581.07	2	\$65,166.68	2	\$82,271.43
3	\$55,413.55	3	\$67,447.51	3	\$85,150.93
4	\$57,308.69	4	\$69,808.18	4	\$88,131.21
5	\$59,268.65	5	\$72,251.46	5	\$91,215.80
6	\$61,295.64	6	\$74,780.26	6	\$94,408.36
7	\$63,391.95	7	\$77,397.57	7	\$97,712.65
8	\$65,559.95	8	\$80,106.49	8	\$101,132.59
9	\$67,802.10	9	\$82,910.21	9	\$104,672.23
10	\$70,120.93	10	\$85,812.07	10	\$108,335.76
11	\$72,519.07	11	\$88,815.49	11	\$112,127.51
12	\$74,999.22	12	\$91,924.04	12	\$116,051.98
13	\$77,564.19	13	\$95,141.38	13	\$120,113.80
14	\$80,216.89	14	\$98,471.33	14	\$124,317.78
15	\$82,894.71	15	\$101,917.82	15	\$128,668.90

APPENDIX B – STEP PLAN

Pay Schedule for Fiscal Year 2023-2024

RECORDS CLERK		POLICE OFFICER		SERGEANT	
<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>	<u>STEP</u>	<u>PAY</u>
1	\$51,809.20	1	\$65,481.49	1	\$82,668.88
2	\$53,581.07	2	\$67,773.35	2	\$85,562.29
3	\$55,413.55	3	\$70,145.41	3	\$88,556.97
4	\$57,308.69	4	\$72,600.50	4	\$91,656.46
5	\$59,268.65	5	\$75,141.52	5	\$94,864.44
6	\$61,295.64	6	\$77,771.47	6	\$98,184.69
7	\$63,391.95	7	\$80,493.48	7	\$101,621.16
8	\$65,559.95	8	\$83,310.75	8	\$105,177.90
9	\$67,802.10	9	\$86,226.62	9	\$108,859.12
10	\$70,120.93	10	\$89,244.56	10	\$112,669.19
11	\$72,519.07	11	\$92,368.11	11	\$116,612.61
12	\$74,999.22	12	\$95,601.00	12	\$120,694.06
13	\$77,564.19	13	\$98,947.03	13	\$124,918.35
14	\$80,216.89	14	\$102,410.18	14	\$129,290.49
15	\$82,894.71	15	\$105,994.54	15	\$133,815.66

INDIVIDUAL Performance Review Form

NAME: _____ DEPT: _____
REVIEW PERIOD: _____ to _____ REVIEW DATE: _____
TITLE: _____ REVIEWER NAME: _____
TYPE OF EVALUATION: () Annual () Probationary () Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINITIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

MANAGERIAL COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

If applicable, what has the employee done to improve performance from the previous review or onset of employment if no previous reviews have been conducted?

Developmental Plans:

Employee Signature* **Date**

Reviewer Signature **Date**

Department Head Signature **Date**

*Note: Employee's signature does not signify agreement with the supervisor's rating, but indicates that the evaluation has been discussed with the employee.

<p>1. <u>JOB KNOWLEDGE</u> (3)</p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job, further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>2. <u>QUANTITY & QUALITY OF WORK</u> (3)</p> <p>Volume of work produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>3. <u>CREATIVITY</u> (1)</p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>4. <u>JUDGMENT</u> (2)</p> <p>Makes decisions which are sound. Ability to base decisions on fact rather than emotion. Makes safety a priority.</p>	<p>5 Uses exceptionally good judgment when analyzing facts and solving problems. Always acts safely.</p> <p>4 Above average judgment and decision-making. Acts with safety in mind.</p> <p>3 Handles most situations very well and makes sound, safe decisions under normal circumstances.</p> <p>2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.</p> <p>1 Uses poor judgment and safety when dealing with people and situations.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>5. <u>TEAMWORK</u> (3)</p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>6. <u>INITIATIVE</u> (3)</p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>7. <u>COMMUNICATION</u> (2)</p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>8. <u>CUSTOMER FOCUS</u> (3)</p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

EMPLOYEE COMMENTS:

SUPERVISOR / MANAGER Performance Review Form

NAME: _____ DEPT: _____

REVIEW PERIOD: _____ to _____ REVIEW DATE: _____

TITLE: _____ REVIEWER NAME: _____

TYPE OF EVALUATION: () Annual () Probationary () Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINITIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

DIRECTOR COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

What has the employee done to improve performance from the previous review?

Developmental Plans:

Employee Signature **Date**

Department Head Signature **Date**

<p>1. <u>JOB KNOWLEDGE</u> (2)</p> <p>Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.</p>	<p>5 Expert in job; has thorough grasp of all phases of job.</p> <p>4 Very well informed, seldom requires assistance and instruction.</p> <p>3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.</p> <p>2 Limited knowledge of job; further training required; frequently requires assistance or instruction.</p> <p>1 Lacks knowledge to perform job properly.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>2. <u>QUANTITY & QUALITY OF WORK</u> (1)</p> <p>Volume of work product produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.</p>	<p>5 High volume producer; always does more than is expected or required; highest quality; beats deadlines.</p> <p>4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines.</p> <p>3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work.</p> <p>2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum.</p> <p>1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>3. <u>CREATIVITY</u> (1)</p> <p>Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.</p>	<p>5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows creativity in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks inspiration.</p> <p>1 No innovation, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>4. <u>TEAMWORK</u> (2)</p> <p>Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.</p>	<p>5 Goes out of the way to cooperate and work well with overall group or department.</p> <p>4 Very cooperative; stimulates teamwork and good attitude with others.</p> <p>3 Cooperative; gets along well with others.</p> <p>2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department.</p> <p>1 Negative attitude and difficult to collaborate with.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>5. <u>INITIATIVE</u> (1)</p> <p>Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.</p>	<p>5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things.</p> <p>4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.</p> <p>3 Very good performance; shows initiative in completing tasks.</p> <p>2 Does not proceed on own, must be directed; lacks initiative.</p> <p>1 No initiative, less than satisfactory performance.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p>6. <u>COMMUNICATION</u> (2)</p> <p>Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.</p>	<p>5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions.</p> <p>4 Above average listening, comprehension and communication skills.</p> <p>3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented.</p> <p>2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions.</p> <p>1 Does not communicate or does so poorly</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>7. CUSTOMER FOCUS (2)</u></p> <p>Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.</p>	<p>5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency</p> <p>4 Provides sound and above average customer service. Responds to customer requests exceeding expectations.</p> <p>3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations.</p> <p>2 Lacking in concern for customer. Misses cues and customer expectations.</p> <p>1 Unacceptable customer focus. Receives customer complaints.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>8. PLANNING & ORGANIZING (3)</u></p> <p>The ability to analyze work, set goals, develop plans of action, optimally utilizes time. Consider amount of supervision required and extent to which employee can be trusted to carry out assignments effectively.</p>	<p>5 Exceptionally good planning and organizing skills.</p> <p>4 Above average planning and organizing. Usually carries out assignments effectively.</p> <p>3 Average planning and organizing. Occasionally requires assistance.</p> <p>2 Room for improvement. Frequently requires assistance.</p> <p>1 Unacceptable planning and organizing skills.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

<p><u>9. SUPERVISING & DELEGATING (3)</u></p> <p>The ability to create a motivating climate, achieve teamwork, train and develop, measure work in progress, take corrective action. Inspires employees to assume accountability.</p>	<p>5 Exceptional leader; others look up to this employee.</p> <p>4 Above average. Usually motivational. Exhibits accountability.</p> <p>3 Average directing and delegating in work group. Occasionally requires guidance. Generally holds self and team accountable.</p> <p>2 Needs to improve management, motivational skills and accountability.</p> <p>1 Sometimes needs to be reminded of leadership role. Avoids accountability. Directing and delegating skills are unacceptable.</p>
<p>COMMENTS:</p>	<p>RATING:</p>

10. DECISION MAKING (3)

Obtains and thoroughly analyzes facts; takes immediate corrective action; uses resources and techniques to develop sound solutions based on facts rather than emotion while foreseeing possible consequences. Makes safety a priority.

5 Uses exceptionally good judgment when analyzing facts and solving problems which are made in a timely manner. Actively promotes and models safe behavior.

4 Above average decision making abilities. Usually makes sound and timely decisions. Acts with safety in mind.

3 Average. Sometimes requires assistance in making decisions.

2 Uses questionable judgment at times, room for improvement. Lacks focus on safety.

1 Uses poor judgment; lacking in timeliness and safety when dealing with people and situations.

COMMENTS:

RATING:

EMPLOYEE COMMENTS:

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENTS SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT CHANGES TO RETIREMENT BENEFITS RESULTING FROM COLLECTIVE BARGAINING WITH THE UNIONS REPRESENTING THE VILLAGE'S FIREFIGHTER EMPLOYEES (IAFF) AND POLICE OFFICER EMPLOYEES (PBA); PROVIDING FOR AMENDMENTS AFFECTING THE CALCULATION OF POLICE OFFICER AND FIREFIGHTER RETIREMENT BENEFITS; PROVIDING FOR AN INCREASE TO THE MULTIPLIER USED TO CALCULATE BENEFITS; ESTABLISHING A 75% CAP ON RETIREMENT BENEFITS; INCREASING EMPLOYEE CONTRIBUTION RATES; CREATING A DEFERRED RETIREMENT BENEFIT PLAN (DROP); APPLYING THE USE OF INSURANCE PREMIUM TAX REVENUE TO THE VILLAGE'S ANNUAL RETIREMENT CONTRIBUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, collective bargaining with the Unions that represent the Village's firefighter and police officer employees has been concluded with the ratification of new Collective Bargaining Agreements by the Village Council and the bargaining units; and

WHEREAS, the new Collective Bargaining Agreements provide for amendments to the retirement benefits for police officers and firefighters; and

WHEREAS, a majority of bargaining unit employees ratified their respective Agreements, including the provisions for increasing employee contributions; and

WHEREAS, the Village Council finds that the retirement benefit amendments hereinafter described are fully consistent with the new Collective Bargaining Agreements; and

WHEREAS, Village Administration has complied with all conditions precedent to the adoption of a pension plan amendment as required by Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinance as follows (new language is underlined and deleted language is ~~stricken through~~):

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

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide retirement, survivor and disability benefits as provided by this division. The system shall be known as the Village of North Palm Beach Fire and Police Retirement Fund and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a) and meet the requirements of a governmental plan as defined in Internal Revenue Code Section 414(d).

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

Accrued benefit means the portion of a member's normal retirement benefit which is considered to have accrued as of any date. A member's accrued benefit for years of credited service earned before October 1, 2018 ~~as of any date~~ shall be equal to the sum of ~~two and one half (2½)~~ 2.50 percent of ~~his the~~ the member's average monthly earnings multiplied by ~~his the~~ the member's credited service for the first twenty-four (24) years; zero (0) percent of ~~his the~~ the member's average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of ~~his the~~ the member's average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years. A member's accrued benefit for years of credited service earned on and after October 1, 2018 (provided the member was employed by the Village on or after July 11, 2019) shall be equal to 2.75 percent per year of service. The total accrued benefit shall not be greater than 75.00 percent of average monthly earnings at the time of retirement (including entry into the DROP), but in all cases the accrued benefit earned on and after October 1, 2018 shall be at least 2.75 percent per year of service on and after October 1, 2018. For purposes of this calculation, average monthly earnings and credited service as of the date of determination shall be used. The accrued benefit is considered to be payable in the plan's normal form commencing on the member's normal retirement date, with such date determined as through the member remains in full-time employment with the employer.

Accumulated contributions means a member's own contributions plus interest credited thereto, if any, by the board.

Actuarial equivalence or actuarially equivalent means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment

commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven (7) percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five (5) years in the case of disability retirees.

Average monthly earnings means one-sixtieth of earnings of a member during the five (5) years of his employment within the last ten (10) years of employment, which is greater than the total during any other five (5) years during the ten-year period; provided that if a member shall have been employed for fewer than five (5) years, such average shall be taken over the period of his actual employment.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the beneficiary shall be the estate of the member.

Board means the board of trustees which shall administer and manage the plan herein provided and serve as trustee of the fund.

Credited service means the total number of years and fractional parts of years of service expressed as years and completed months, during which a person serves as an employee as defined below, omitting intervening years and fractional parts of years, when such person may not be employed by the employer; provided, however, such person may have, without interrupting his other years of credited service, up to one (1) year's leave of absence.

Notwithstanding the foregoing, no employee will receive credit for years or fractional parts of years of service for which he has withdrawn his contributions to the pension fund for those years or fractional parts of years of service unless he repays into the pension fund the contributions he has withdrawn, with interest, within ninety (90) days after his reemployment, as provided in section 2-160 below.

Further, an employee may voluntarily leave his contributions in the pension fund for a period of five (5) years after leaving the employ of the employer, pending the possibility of his being rehired, without losing credit for the time he has participated actively as an employee. Should he not be re-employed within five (5) years, his contributions shall be returned to him without interest.

It is provided further that credited service shall include any service, voluntary or involuntary, in the armed forces of the United States, provided the employee is legally entitled to re-employment under the provisions of the federal

USERRA provisions or any similar law; and provided further that the employee shall apply for reemployment within the time and under the conditions prescribed by law. Effective January 1, 2007, members who die or become disabled while serving on active duty military service which intervenes the member's employment shall be entitled to the rights of this section even though such member was not re-employed by the village. Members who die or become disabled while on active duty military service shall be treated as though re-employed the day before the member became disabled or died, was credited with the service they would have been entitled to under this section, and then either died a non-duty death while employed or became disabled from a non-duty disability.

Early retirement date means for each member the first day of the month coincident with or next following the date on which he attains his fiftieth (50th) birthday.

Earnings means a member's gross salary, including overtime as provided below, public safety pay increment and special pay, but excluding bonuses, such as longevity, safety and attendance awards and any other non-regular payments such as unused sick leave or vacation time pay. Beginning with earnings after December 31, 2008 and pursuant to Internal Revenue Code Section 414(u)(7), the definition of earnings includes amounts paid by the village as differential wages to members who are absent from employment while serving in qualified military service. For Police Officer members only, effective the first full payroll following October 1, 2013, Police Officers will be limited to three hundred (300) hours of overtime per officer per fiscal year. For Firefighter members only, effective the first full payroll following December 11, 2014, Firefighters will be limited to two hundred (200) hours of overtime per firefighter per fiscal year.

Effective date means March 1, 1967, the date on which this plan initially became effective. The effective date of this restated plan is the date as of which the village council adopts the plan.

Employee means each actively employed full-time firefighter and police officer of the village.

Employer means the Village of North Palm Beach, Florida.

Firefighter means any person employed in the fire department who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life, and to protect property. The term firefighter includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the plan.

Member means an employee who fulfills the prescribed participation requirements.

Normal retirement date means for each member the first day of the month coincident with or next following the date on which the member attains age fifty-five (55) or the date on which the member attains age fifty-two (52) and has twenty-five (25) years of credited service. A member may retire on this normal retirement date or on the first day of any month thereafter.

Plan or system means the Village of North Palm Beach Fire and Police Retirement Fund as contained herein and all amendments thereto.

Plan year means each year commencing on October 1, and ending on September 30.

Police officer means any person employed in the police department who is certified as a law enforcement officer as a condition of employment in accordance with the provisions of F.S. § 943.14, and who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in F.S. §§ 943.10(6) and 943.10(8), respectively. Any public safety officer who is responsible for performing both police and fire services and who is certified as a police officer or firefighter shall be considered a police officer.

Spouse shall mean the lawful wife or husband of a member at time of preretirement death or retirement.

* * *

Sec. 2-161. Benefit amounts.

(a) *Normal retirement benefit.*

(1) *Amount.* Each member who retires on or after his the member's normal retirement date shall be eligible to receive a normal retirement benefit commencing on his the member's actual retirement date. A retiree's maximum

monthly pension benefit shall not exceed 75.00 percent of the retiree's average monthly earnings as that term is defined in Section 2-159 above. In all cases, the benefit provided for years of service on and after October 1, 2018 shall be at least 2.75 percent of average monthly earnings per year of service (provided the member was employed by the village on and after July 11, 2019). The monthly normal retirement benefit shall be calculated as follows:

For Police Officer members:

an An amount equal to the sum of ~~two and one half (2½)~~ 2.50 percent of his ~~the member's~~ average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a police officer on or after July 11, 2019) for the first twenty-four (24) years; zero (0) percent of his average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of his average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years.

For Firefighter members:

An amount equal to the sum of 2.50 percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a firefighter on or after July 11, 2019).

* * *

Sec. 2-163. Contributions.

(a) *Member contributions.*

- (1) *Amount.* Members of the plan shall make regular contributions to the fund at rate equal to ~~two (2)~~ 2.00 percent of their respective earnings.

For Police Officer members only:

- (i) Effective at the beginning of the first full payroll period after October 1, 2013, the Police Office

member contribution shall increase to two and sixty-seven one hundredths (2.67) percent;

- (ii) Effective the first full payroll period after October 1, 2014, the Police Officer member contribution shall increase to three and thirty-three one hundredths (3.33) percent; and
- (iii) Effective the first full payroll period after October 1, 2015, the Police Officer member contribution shall increase to four (4) percent.
- (iv) Effective the second payroll period following the adoption of Ordinance 2019-11, the Police Officer member shall contribute 6.00 percent of earnings.
- (v) Effective the first payroll period after October 1, 2020, the Police Officer member shall contribute 7.00 percent of earnings.
- (vi) During participation in the DROP, Police Officer members shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan Unfunded Actuarial Accrued Liability ("UAAL").

For Firefighter members only:

- (i) Effective the beginning of the first full payroll period after April 1, 2015, the Firefighter member contribution shall increase to three and one-half (3.50) percent; and
- (ii) Effective the first full payroll period after April 1, 2016, the Firefighter member contribution shall increase to five (5.00) percent.
- (iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from 5.00 percent of earnings to 7.00 of earnings.
- (iv) During DROP, the Firefighter member shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan

Sec. 2-170.1 Deferred Option Benefit Plan (DROP)

(a) Effective upon the adoption this Ordinance, a Deferred Retirement Option Plan ("DROP") benefit is created and added to the Plan and shall be available to employees upon reaching their normal retirement date.

(b) Upon entry into the DROP, an employee is considered retired for pension plan purposes.

(c) An employee may elect to participate in the DROP provided the employee makes the election no later than thirty (30) days after reaching the employee's normal retirement date. Notwithstanding the foregoing, upon first enactment of this Ordinance, members must make their initial election to participate in the DROP by the later of:

(1) Thirty (30) days after reaching their normal retirement date; or

(2) Ninety (90) days after creation of the DROP.

(d) An election to participate in the DROP must be made in writing and shall become irrevocable thirty (30) days following the date it is received by the Pension Administrator and the Village's Director of Human Resources.

(e) An employee who elects to participate in the DROP may participate in the plan for a maximum of sixty (60) months. The application to enter into the DROP shall include an irrevocable letter of resignation effective upon the last day of DROP participation. Employees who participate in the DROP may elect to terminate their participation prior to sixty (60) months of participation, but may not continue participation beyond sixty (60) months from the date of entry into the DROP.

(f) An eligible employee who elects to participate in the DROP shall have the employee's benefit calculated based on credited service, multiplier, and average monthly earnings determined as of the effective date of the employee's election to participate in the DROP. No further credited service, benefit changes, or changes in earnings shall be considered for pension purposes.

(g) After entering the DROP, a participant shall not be eligible for disability or pre-retirement death benefits under the Plan. This provision is not intended to limit entitlement to any statutory line of duty death benefit under state or federal law.

(h) A DROP account shall be established for each employee who elects to participate. These are not actual accounts; rather they are nominal accounts and balances kept as a bookkeeping process.

(i) During the period of the employee's participation in the DROP, the employee's normal retirement benefit shall be accounted for in the employee's DROP account.

(j) The employee's DROP account shall be invested with the retirement plan assets and credited with the overall net (earnings less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP and the crediting rate will be no less than 0.00 percent and no more than 6.40 percent.

(k) At the conclusion of the employee's participation in the DROP, and as a condition of participating in such plan, the employee will terminate Village employment. The retiree will thereafter receive a normal monthly retirement benefit as previously calculated upon entry into the DROP, but the monthly amount will be paid to the retiree and no longer accounted for in the DROP account. If the employee does not terminate participation in the DROP at the end of the sixty (60) month maximum participation period, no earnings shall be credited on the DROP balance and no further DROP deposits shall be made.

(l) No amount can be paid from the retirement plan until the DROP employee terminates employment.

(m) Upon termination, the retiree's DROP account will be distributed to the retiree in a lump sum, which can be rolled over or paid in cash at the retiree's discretion. Direct rollover may be accomplished by any reasonable means determined by the Board.

(n) If a retiree dies before distribution of the retiree's DROP account commences, the account balance shall be distributed to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

(o) Distribution of an employee's DROP account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within forty-five (45) days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP, no further earnings shall be credited on the DROP balance.

(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age 70.50.

Sec. 2-170.2. Use of Insurance Premium Tax Revenue.

The 2015 Florida Legislature enacted Chapter 2015-39, Laws of Florida (hereinafter "Legislation") regarding the use of insurance premium tax revenue ("IPTR"). The Fund meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police officer and firefighter pension plans as set forth in chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the collective bargaining agents of the police officer and firefighter employees. This provision of the Plan reflects the mutual agreement of the Village and the respective collective bargaining agents that all IPTR, whether base premium at revenue or additional premium tax revenue, received by the Village will be used by the Village to meet its annual actuarially required contribution ("ARC") to the Fund.

Sec. 2-170.3. Defined contribution component.

Pursuant to the requirements of Sections 175.351(6) and 185.35(6), Florida Statutes, a defined contribution component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the plan is funded, the Board has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the Ordinance. The Code sections set forth in Division 5, "Length of Service Award Plan for Volunteer Firefighters," and Division 6, "ICMA Defined Contribution Pension Plan," shall be renumbered from Section 2-170.01 through 2-170.15 to Section 170.5 through 170.20.

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

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

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

Section 7. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 10TH DAY OF OCTOBER, 2019.

PLACED ON SECOND, FINAL READING AND PASSED THIS 24TH DAY OF OCTOBER, 2019.

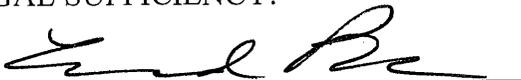
(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


VILLAGE ATTORNEY



Village of North Palm Beach Take-Home Vehicle Payroll Deduction Form

Date: _____

Employee Name: _____

Employee Number: _____

Distance from Village

Address: _____

City: _____

State: _____ Zip: _____

Total Distance from Village per Map Quest(*): _____ (*) Attach Map Quest Directions

Take-Home Vehicle Payroll Deductions

The employee shall be charged the following amount by payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

<u>Distance</u>	<u>Amount per Pay Period</u>
<input type="checkbox"/> 0 to 25 Miles	\$0 per Pay Period
<input type="checkbox"/> Over 25 Miles to 30 Miles	\$35 per Pay Period
<input type="checkbox"/> Over 30 Miles to 45 Miles	\$60 per Pay Period
<input type="checkbox"/> Over 45 Miles	\$85 per Pay Period

Employee Authorization

I acknowledge that my bi-weekly pay will be reduced by the amount of my deduction as checked and indicated above.

Employee Signature: _____

Date: _____

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Jessica Green, Village Clerk
DATE: April 14, 2022
SUBJECT: **MOTION – PBC League of Cities Voting Delegate and Alternates**

The Village received a request from the Palm Beach County League of Cities, Inc. to officially designate a voting delegate and alternate(s) to vote on behalf of the Village at any League membership meeting or function. This designation would apply specifically to weighted voting items for the General Membership. Weighted voting is provided for in Article Four of the League By-Laws (attached) and is determined according to population. As currently drafted, the By-Laws provide the Village with two weighted votes.

Unless a weighted vote is requested and approved, the business of the League is conducted by a simple majority of the quorum, with each Municipal Member having one vote. The governing body of the Municipal Member may annually designate a voting delegate and alternates. The Village's voting delegate and alternates were last designated in 2021.

Through the adoption of Resolution 2016-07, the Council provided that subsequent appointments of a voting delegate and alternates may be accomplished by motion, rather than by resolution.

Recommendation:

Village Administration recommends Council appoint a voting delegate to the Palm Beach County League of Cities, Inc., and appoint all councilmembers not serving as the voting delegate to serve as alternate voting delegates.



Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of _____, 2022

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*