



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, AUGUST 12, 2021
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/86465306790?pwd=WmVlek5zR0pscZlTRIN1T1FmNmdjQT09>

Meeting ID: 864 6530 6790

Passcode: 258817

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 864 6530 6790

Passcode: 258817

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held July 22, 2021

COUNCIL BUSINESS MATTERS

2. **PRESENTATION** – Village Community Garden – The Environmental Committee has developed a proposal for a Community Garden. The Committee is seeking Village Council direction regarding the proposed location at Osborne Park as well as an allocation of funding in the amount of \$16,965 and the use of Village staff/equipment to establish the Garden.

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

3. **PUBLIC HEARING AND SECOND READING OF ORDINANCE 2021-03 CREATING A PLANNED UNIT DEVELOPMENT – TABLED 1/28/21** Consider a motion to adopt and enact on second reading Ordinance 2021-03 creating a Planned Unit Development on approximately 1.95 acres of real property located on the northeast corner of Richard Road and Alternate A1A, rezoning the property from the C-T Transitional Commercial District to the C-S Shopping Commercial District.
4. **1ST READING OF ORDINANCE 2021-10 – ZONING IN PROGRESS – TABLED 7/8/21** Consider a motion to adopt on first reading Ordinance 2021-10 establishing a Zoning in Progress for the Construction of Single-Family Homes in the R-1 Single-Family Dwelling Zoning District.
5. **1ST READING OF ORDINANCE 2021-11 OLD PORT COVE SOUTH MARINA PUD AMENDMENT – REQUEST FOR CONTINUANCE** Consider a motion to continue to August 26, 2021 the first reading of Ordinance 2021-11 amending the Old Port Cove South Marina Planned Unit Development to provide additional outdoor seating.
6. **1ST READING OF ORDINANCE 2021-12 PROSPERITY VILLAGE PUD – REQUEST FOR CONTINUANCE** Consider a motion to continue to August 26, 2021 the first reading of Ordinance 2021-12 creating the Prosperity Village Planned Unit Development on approximately 2.34 acres of real property located on Prosperity Farms Road, south of Allamanda Drive.

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. **RESOLUTION** – Approval of a proposal from Platinum Building Solutions, LLC for the renovation of the Country Club Golf Course restrooms at a total cost of \$47,500; and authorizing execution of a contract.
8. **RESOLUTIONS** – Approving resolutions required by Huntington National Bank (formerly TCF National Bank) for the Lease of 80 GPS Equipped Golf Carts, a Utility Hauler, a Shuttle and a Beverage Cart for the North Palm Beach Country Club.
9. **RESOLUTION** – Approving an Interlocal Agreement with the School Board of Palm Beach County, Florida for reciprocal use of facilities by the Village and the Conservatory School; and authorizing execution of the Agreement.
10. **RESOLUTION** – Establishing an Equivalent Residential Unit (ERU) Rate of \$7.78 for determining the annual Stormwater Management Utility Assessment.
11. **RESOLUTION** – Disclaiming the Village’s interest in a drainage easement in favor of Palm Beach County located on a vacant parcel of real property located on the west side of Prosperity Farms Road and south of Allamanda Drive.
12. Receive for file Minutes of the General Employees Pension Board meeting held 5/4/21.
13. Receive for file Minutes of the Golf Advisory Board meeting held 6/21/21.

OTHER VILLAGE BUSINESS MATTERS

14. **RESOLUTION – MEMORY CARE PLANNED UNIT DEVELOPMENT MODIFICATION** Approving a minor modification to the North Palm Beach Commons Memory Care Planned Unit Development to account for the relocation of a utility pole; modifying the site plan and landscape plan.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

15. Motion - Designation of voting delegate and alternates for PBC League of Cities

VILLAGE MANAGER MATTERS/REPORTS

16. **PRESENTATION** – Anchorage Park Dry Storage Update
17. **DISCUSSION** - Palm Beach Crew Agreement for Use of Anchorage Park
18. **DISCUSSION** - Election Qualifying Period

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
JULY 22, 2021

Present: Darryl C. Aubrey, Sc.D., 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

Absent: Deborah Searcy, Vice Mayor

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and President Pro Tem Mullinix led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held July 8, 2021 were approved as written.

STATEMENTS FROM THE PUBLIC

Mayor Aubrey announced that taking written public comments to be read into the record was discontinued. Public comments would only be taken in person at the meetings or online over Zoom.

Chris Harris, 764 Waterway Drive, expressed his concerns regarding the proposed Zoning in Progress ordinance. Mr. Harris requested that the ordinance remain tabled until the Ad Hoc Committee is formed and recommendations for the ordinance have been brought forward. Mr. Harris stated that there were 250 letters signed by residents who oppose the ordinance.

John Rhodes, 720 Jacana Way, gave a presentation on the opposition to the proposed Zoning in Progress ordinance. Mr. Rhodes gave examples of homes within the Village that would not have been built under the newly proposed requirements in the Zoning in Progress ordinance. Mr. Rhodes discussed and explained possible issues that would arise if the proposed Zoning in Progress ordinance was passed.

Lisa Jensen, 606 Shore Drive, expressed concern that there was not enough information for the public regarding the proposed Zoning in Progress ordinance. Ms. Phillips recommended that the Zoning in Progress ordinance be passed while the Ad Hoc Committee decides on what changes to make to the residential code.

Mary Phillips, 525 Ebbtide Drive, stated that she was in favor of the proposed Zoning in Progress ordinance. Ms. Phillips stated that the Zoning in Progress would provide a transition time to think things through, get input and set reasonable expectations.

STATEMENTS FROM THE PUBLIC *continued*

Mayor Aubrey clarified and explained that the intent of the proposed Zoning in Progress ordinance was to place a temporary hold on building oversized residential homes and to create an Ad Hoc Committee that would give recommendations for changes to the residential code. The Zoning in Progress is intended to be temporary and not permanent.

Amy Bierer, 532 Gulf Road, expressed her concerns regarding illegal use of fireworks in the Village. Ms. Bierer stated that fireworks use is dangerous and causes environmental harm. Ms. Bierer recommended that Council seek a fireworks exemption bill to allow a fireworks ordinance.

Barbara Rochefort, 2735 Hinda Road, expressed her opposition to and concerns with the proposed 7-11 gas station on A1A Road.

Senator Bobby Powell, District 20, gave a 2021 Legislative update.

CONSENT AGENDA

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

Receive for file Minutes of the Environmental Committee meeting held 6/7/21.

Receive for file Minutes of the Recreation Advisory Board meeting held 6/8/21.

Receive for file Minutes of the Planning Commission meeting held 6/8/21.

RESOLUTION 2021-60 – TENTATIVE MILLAGE RATE

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt Resolution 2021-60 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.1000 MILS FOR FISCAL YEAR 2022; ESTABLISHING A DATE, TIME AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik reviewed the budget presentation from the previous budget workshop given on July 15th and explained and discussed the FY 2022 Taxable Value and Millage Section proposing a millage rate of 7.10 mils which would set the maximum millage rate allowed for the Village. Mr. Lukasik reviewed taxpayer impacts at different values over a four-year comparison. Mr. Lukasik stated that the next budget workshop was scheduled for August 11th.

Thereafter, the motion to adopt Resolution 2021-60 passed with all present voting aye.

RESOLUTION 2021-61 – PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt Resolution 2021-61 entitled:

RESOLUTION 2021-61 – PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE *continued*

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FIRST FLORIDA INSURANCE BROKERS TO PROVIDE PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA AND AUTHORIZING VILLAGE ADMINISTRATION TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT SUCH COVERAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the cost of insurance would decrease significantly since the worker's compensation insurance and property and casualty insurance would be bundled. Mr. Lukasik recommended the approval of the resolution to accept the proposal from First Florida Insurance Brokers to provide both insurance coverages through Public Risk Management of Florida.

Thereafter, the motion to adopt Resolution 2021-61 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Bickel recommended having the inception of a Village Charter review.

Discussion ensued among Council on whether or not to have a Charter review. Council came to consensus to have a Charter review. Mr. Lukasik stated that he and Mr. Rubin would bring back a plan for implementing a Village Charter review.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik introduced David Barth of Barth Associates and stated that he would be giving a Parks and Recreation Needs Assessment presentation.

President Pro Tem Mullinix left the meeting at 8:45 p.m.

Mr. Barth gave a presentation on the scope of work, needs assessment findings, programs analysis and next steps. Mr. Barth discussed and explained level-of service analysis' on access, facilities, funding and staffing. Mr. Barth reviewed and explained park evaluations and the results of the on-line survey questions. Mr. Barth reviewed a needs assessment summary and program analysis and then concluded the presentation by discussing next steps and visioning recommendations.

Mr. Lukasik stated that Chuck Huff Acting Public Works Director would give a presentation regarding Commercial Sanitation Fees.

Mr. Huff began the presentation by reviewing the commercial solid waste services that are currently provided to 131 commercial customers in the Village. Mr. Huff discussed and explained the Village's current billing formula and fees for annual commercial disposal fees and dumpster rentals. Mr. Huff reviewed a commercial solid waste fee comparison with other municipalities in Palm Beach County and gave examples of what the increased fees and totals would be for different types of commercial businesses.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Discussion ensued between Mr. Huff and Council regarding the newly proposed commercial sanitation fees.

Councilmember Bickel recommended that commercial businesses within the Village were made aware of what actual services they were getting and what they should be paying before making any changes.

Mr. Lukasik stated that he and Mr. Huff would bring back more options for newly proposed commercial sanitation fees for consideration.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:51 p.m.



Jessica Green, MMC, Village Clerk

Environmental Committee: Community Garden Proposal

Village Council Meeting
August 12, 2021



Community Garden: Why?

Fresh Produce:

Provide fresh, nutritious produce for individuals or families who struggle to afford it.

Healthy Lifestyles:

Opportunity to enjoy being outdoors – fresh air and exercise. Provides a stress-reducing activity.

Cleaner Environment:

Plants add oxygen to the air and improve air quality. Provides an opportunity for composting plant waste to use as fertilizer.



Community Garden: Why?



Stronger Communities:
Provides opportunities for social interaction with neighbors.

Educational Opportunities:
A good way for kids to learn about where food comes from and gain a basic introduction to environmental issues, work skills and business principles.

Community Garden: Why?

NEEDS ASSESSMENT SUMMARY

Recreation Facilities	On-line Survey	Virtual Public Meeting	Interviews & Focus Groups	Level of Service Analysis
Bike lanes and trails	51%	●	●	NA
Trees for shade	50%	●	●	NA
Walking paths	50%	●	●	NA
Shade over playgrounds	41%	●	●	NA
Kayak and paddleboard launches	38%	●	●	NA
Trash buckets	36%			NA
Amenities for birthdays	35%			
Improved maintenance at existing parks	35%	●	●	
More fishing piers, docks, and boardwalks	35%	●		NA
Restrooms	34%			NA
Community gardens	33%	●		NA
Improved playgrounds	32%	●	●	NA
Splash pads and water features	32%		●	NA
Central gathering spaces for community events	31%	●		NA
Shaded benches along sidewalks	29%			NA

Recreation Needs Assessment Results (July 2021): Public input indicates that there is a desire to have a community garden.

Proposed Location: Osborne Park



Committee evaluated public/private property opportunities.

Osborne Park provided the best location: available area, low impact, sun exposure.

Residents immediately adjacent to the area have been contacted. No response to date.

Garden Components

Individual garden plots

Community garden plots

Paths between beds

Compost bins

Storage for tools

Water connections

Fence around perimeter

Gathering location



Garden Components



Two Community Beds:

- Members will have to weed and generally maintain the community beds.
- Limit on the amount that can be harvested by individuals.
- Require waivers for participation.

Library/Kids Bed:

- Educational opportunities.

Herb Garden:

- Pick herbs at any time.

Garden Components



Ten Independent Beds:

- Requires membership and a financial contribution for use of a full independent bed.
- Half beds can also be offered.
- Monitor maintenance and encourage compliance with standards.
- Waist high beds for those who have problems bending.

Gathering location:

- Includes benches, picnic tables, shade

Community Garden Organization and Rules

Organize around a “core group” to lead. Committee will be seeking volunteers to manage/lead the Garden effort.

Volunteers/members who are flexible and can contribute.

No difference in pricing for residents or non-residents.

August 1 to July 31 for membership.

Liability coverage by the Village to be evaluated.



Community Garden Organization and Rules

501(c)(3) organizations:

- Donations are tax-deductible
- Eligible to receive grants from foundations

Membership:

- \$36/year/household

Individual plots: first year

- 4x10: \$30/year or \$420 in revenue

Other revenue:

- Sell benches or trees
- Sell pavers at entrance area
- Garden cookbook
- Farm to Table dinners
- Cocktail hours



Community Garden Organization/Committee

Funding:

- Annual dues to cover maintenance expenses
- Bank account if independent

Membership:

- Requirements for membership
- Plot assignments
- Regular meetings
- Hours of operation

Maintenance:

- Share tools or bring own
- Common area maintenance



Community Garden Organization and Rules

All sustainable; no Roundup.

Volunteers/Members to develop the planting schedule.

Goal to give 25% of community produce to charity.

Student volunteers to assist with maintenance.

Establish social media presence.

Expense is fence and irrigation.
Abacoa uses IQ irrigation.
Potable water is beneficial.



Materials and Garden Costs



Clover Leaf Paver -- Abacoa

Irrigation connection	\$10,000
Non treated wood supports (2x6)	600
Clover leaf pavers (connect wood supports)	250
Cisterns/rain barrels (2)	600
Landscape cloth for walkways	150
Drip irrigation (materials)	500
Fencing materials	3,400
Pest treatment, fertilizer	100

Materials and Garden Costs

Hoses	\$150
Mulch (non-cypress)	150
Soil	150
Sign markers on beds	50
White board for messages	125
Entrance arch	200
Lockers with combination locks	460
Mailbox for brochures	80
Potting shed with gutters and downspouts	future item
TOTAL	\$16,965



Policy Direction Requested



Does the Village Council approve of the proposed location?

Will the Village provided the labor and initial funding to establish the Community Garden?



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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director

DATE: August 12, 2021

SUBJECT: **Ordinance 2nd Reading** – A1A Corner Plaza Rezoning, Planned Unit Development (PUD) and Site Plan Approval

The Applicant, Princeton Holdings Group South, LLC, is seeking to develop 7,134 square feet of retail uses on 1.95 acres. This includes a 4,232 square foot retail building with four bays, and a 3,109 square foot 7-11 convenience store with six fueling islands and twelve pumps. The property is located at the northeast corner of Richard Road and Alternate A1A. In 2022, Palm Beach County plans to extend Congress Road to this intersection.

Under the new Zoning Code, the site is currently zoned C-T Transitional Commercial (formerly C-C Transitional Commercial), which allows the proposed retail uses, but not the automotive service station use. The Applicant is seeking to rezone the property to the C-S Shopping Commercial District (formerly the C-1 Neighborhood Commercial District). The rezoning will enable the automotive service station portion of the project to be considered a permitted use.

The Applicant is requesting a Planned Unit Development (PUD) in order to be granted six waivers from Village Code requirements. Per section 45-35.1, the intention of the Planned Unit Development process is to provide: “an added degree of flexibility in the placement and interrelationship of the buildings and uses within the planned unit development, together with the implementation of new design concepts.” The Applicant has provided a plan that follows some of the design concepts desired for commercial properties in the Village Master Plan, with buildings pushed closer to the street, parking in the rear, and a building design that is consistent with the Village’s Architectural Guidelines.

Community Outreach (updated)

The Applicant initially held two community workshops with residents of the surrounding neighborhood and the community at large in March of 2019 and October of 2020. The Applicant took feedback received from residents at the meetings and incorporated it into the project design. The Applicant added a 6-foot concrete wall and shade trees on the east side of the property and made the Richard Road entrance ingress only after feedback from residents and Village staff. Additionally, the Applicant created a petition to gather more feedback from nearby residents. Per the Applicant’s justification statement, “92% of the residents responded in agreement to the proposal of the gas station including the pumps and remaining multi-tenant retail. The negative responses recorded did not have any issues with the gas station use or pumps but general development of the area and traffic from the Congress extension.”

After the Village Council approved the Ordinance on first reading in November 2020, residents that live in close proximity to the project and elsewhere in the Village began to voice concerns with the project to the Village Council. The Applicant then volunteered to hold two additional public meetings, the first of which was held at Osborne Park on January 15th, and the second at the North Palm Beach Library on January 20th. There were a total of approximately 20 residents at both meetings combined. Residents expressed concerns about traffic, noise, light, the station being open 24-hours a day, fuel trucks in the

rear of the property, environmental concerns, crime, and the lack of any need for another gas station in the Village.

Planning Commission Hearing

The Planning Commission held a public hearing on the project at its October 6, 2020 meeting. One nearby resident spoke and expressed concerns regarding the impact on residential properties behind the project, specifically noise and lighting. The Planning Commission in general was pleased with the proposed architecture and landscaping and thought it was an appropriate location for an automotive service station and the retail uses. The Planning Commission was unanimously supportive of the project and voted to recommend approval of the project 5-0 with conditions. The proposed conditions have been mostly generated by staff, with a few additions by the Planning Commission. Many of the conditions are standard construction related conditions that the Village imposes on commercial projects and are not specific to the proposed development.

A more detailed analysis of the proposed project is included in the attached Planning Commission staff report.

Village Council-1st Reading

The Village Council held a public hearing on first reading on the proposed Ordinance at the November 12, 2020 meeting. During public comment, a resident that lives behind the property stated concerns about trees potentially being removed near the property line, as well as light from the project going into his neighborhood. A couple that lives on Hinda Road near the project spoke in opposition; noting concerns with light, noise, traffic on Hinda Road, environmental concerns due to the proximity of the project to the Earman River, and impacts on the community if it is open 24 hours a day, 7 days a week.

The Village Council expressed concerns about the convenience store being open 24 hours a day, 7 days a week and wanted to know whether or not there are any restrictions on 24-hour operations in the Village Code. Additionally, the Council wanted to know whether there are any existing businesses that are open 24-hours a day in the Village. Village staff expressed to the Council that staff and the Police Department would further evaluate the request to determine if there are any public safety concerns related to the project and provide further clarification about 24-hour operations within the Village.

The only restrictions the Village has related to hours of operations are in Section 3.2, which does not allow sales or service of alcohol for on-premises consumption or the sale of liquor for off-premises consumption between the hours of 2 a.m. and 7 a.m. every day (except New Year's Eve when only restricted to 5 a.m. and 7 a.m.). Staff has confirmed that the Marathon on US-1 (north of McClaren Road) and the IHOP on US-1 are both open twenty-four hours a day. The Marathon has beer and wine sales, with no restrictions. Additionally, the old 7-11 at 924 US-1 was also open 24-hours a day, with alcohol sales. However, because the Applicant is requesting both a rezoning and PUD with waivers, the Village Council is able to place a condition upon the project to limit the hours of operations of the proposed 7-11.

The Village Council also wanted to know whether or not the NPB Police Department and Police Chief Rick Jenkins had any concerns about the project and its proposed 24-hour operations. After first reading, the Applicant provided the Village with a brochure detailing 7-11's Crime Deterrence Program (attachment 1). Chief Jenkins, Sergeant Pearson, and Detective Ciezak all reviewed 7-11's security protocols and the site plan utilizing Crime Prevention Through Environmental Design (CPTED) principles (both Chief Jenkins and Sgt. Pearson are CPTED practitioners). Chief Jenkins and Sergeant Pearson also examined crime data from nearby locations and the three aforementioned businesses with 24-hour operations. Their findings can be found in the attached memorandum (attachment 2). In summary, the nearby auto-oriented businesses have had minimal issues with crime and calls for service. The businesses with 24-hour operations in the Village have also had relatively minimal issues with crime and limited calls for service. The Police Department typically receives four calls for service

per year with no felonies for Marathon, nine calls for service a year at the IHOP, and had two calls yearly from the old 7-11. In the conclusion of his memo, Chief Jenkins states, "Based upon the old 7-11 being open 24 hours and selling alcohol and the current Marathon also being open 24 hours and doing so, I do not oppose the requested hours of operation".

Project Updates Post First Reading

At the first reading, Councilmember Aubrey asked the applicant if it would be possible to remove a fueling island for the addition of a charging station. The applicant did not want to lose any fueling islands, but was able to find a spot for a double charging station in the rear parking area. The location of the charging station is shown on a revised site plan that is included as an attachment.

Additionally, in response to concerns from residents that live near the project, the applicant has agreed to construct an 8-foot tall wall in the rear of the property instead of a 6-foot wall. This wall will require an additional waiver to the project, as the tallest walls permissible by code are 6 feet tall. Staff is supportive of this waiver, since it will provide additional screening to residents behind the property.

January 28th Second Reading Summary and Post Meeting Changes

At the second reading of the Ordinance on January 28, 2021, the applicant presented updates on community outreach and minor updates to the site plan. Some residents were still in opposition to the project and spoke at the meeting about their concerns. The applicant did not appear to have the support of the Council for the project and requested to continue the hearing in order to evaluate further changes to the project.

After the January 28th meeting, the applicant worked with 7-11 to reduce the number of pumps. They were able to remove two fueling islands and four pumps from the project. The project went from 8 fueling islands and 16 pumps, to 6 fueling islands and 12 pumps. The removal of the pumps enabled the applicant to add an additional amount of screening along the Richard Road and Alternate A1A intersection. The applicant added three gumbo limbo trees, two mahogany trees, and one black ironwood trees to this new landscaped area.

There is no fiscal impact

Recommendation: By a vote of 5-0, the Planning Commission recommends approval of the proposed Rezoning, PUD Amendment, and Site Plan with the following conditions:

1. Applicant shall receive a permit from Palm Beach County Environmental Resource Department for construction within Wellfield Zone prior to issuance of building permit.
2. Applicant shall receive a permit from the Florida Department of Transportation for driveway access and right-of-way dedication along Alternate A1A prior to approval of plat.
3. Prior to the issuance of the first building permit for vertical construction, Applicant shall submit covenants and restrictions providing for unity of control of the entire project and maintenance of all common areas and improvements and a shared parking agreement to the Village Attorney for review and shall obtain the Village Attorney's approval.
4. Prior to issuance of the first building permit for vertical construction, the Applicant shall attempt to shield lighting to reduce spillover into neighboring properties where feasible and attempt to use dark-sky friendly fixtures.
5. All infrastructure, including but not limited to fire hydrant, street lights, water meter, etc. proposed on the approved site plan shall be maintained by the property owner.
6. The Applicant shall reserve water and sewer capacity with Seacoast Utility Authority and provide the Village with the Developer's Agreement prior to the issuance of the first infrastructure permit.

7. Prior to issuance of the first building permit for vertical construction, the Applicant shall have underground water mains and fire hydrants installed, completed, and in service.
8. Prior to certificate of occupancy, sidewalk easement shall be created in coordination with Florida Department of Transportation for portion extending into private property.
9. The Applicant shall relocate all existing native trees per the approved tree disposition plan. If the oak trees do not survive relocation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.
10. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104.
11. Applicant shall submit irrigation plans as part the building permit review.
12. All light poles being relocated along Alternate A1A shall underground the wires.
13. Prior to CO, Applicant shall install "No Truck" signs (R5-2 OR R5-2a as specified by the Federal Highway Administration) at the entrance to Richard Rd.
14. When submitting for permit, master signage plan shall be updated for the retail building to limit the façade signage to 5% of storefront measured to the parapet.
15. Extend the roof overhang at the convenience store to provide adequate shading/coverage prior to issuance of vertical building permit.
16. Prior to issuance of vertical building permit, provide updated Master Sign Plan to show consistency in architecture, colors and materials between the, gas station signage and retail building signage.
17. Prior to the issuance of the first building permit, revise the landscape plan to add additional landscaping, at the Southwest corner of Alt. A1A and Richard Rd.
18. Update applicant's Master Sign Plan by redacting Section A.2, and modify Section D.1(a) by removing "or other color as designated by landlord."
19. Prior to issuance of the vertical building permit, paint the flat roof section to match the angled roof portion.
20. Prior to or concurrent with the issuance of a Final Certificate of Occupancy for the convenience store building, the Applicant shall obtain a Temporary Certificate of Occupancy for the finished shell of the retail outparcel building and complete all site improvements with the exception of the interior of the retail outparcel building.
21. Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
22. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.
23. Revise the site and landscape plans to provide an 8-foot tall wall along the entire rear perimeter of the property where adjacent to residentially zoned property.

Attachments:

1. Planning Commission Staff Report and Supporting Materials
2. 7-11's Crime Deterrence Program
3. Memorandum from Police Chief Rick Jenkins

1 Section 3. The Village Council hereby rezones the Property from the C-T Transitional
2 Commercial District (formerly the C-C Transitional Commercial District) to the C-S Shopping
3 Commercial District (formerly the C-1 Neighborhood Commercial District) and hereby directs
4 Village Administration to ensure that the Village's Zoning Map is amended to reflect the rezoning of
5 the Property.
6

7 Section 4. The Applicant shall develop and operate the PUD in accordance with the following
8 plans on file with the Village's Community Development Department:
9

- 10 A. Site Plan prepared by Cotleur & Hearing dated December 11, 2019 and last revised for
11 submittal to the Village on June 18, 2021, consisting of two pages (SP-1 and SP-2).
12
- 13 B. Landscape Plan prepared by Cotleur & Hearing dated December 11, 2019 and last revised for
14 submittal to the Village on June 18, 2021, consisting of two pages (LP-1 and LP-2).
15
- 16 C. Tree Disposition Plan prepared by Cotleur & Hearing dated March 4, 2020, and last revised
17 on June 18, 2021, consisting of one page (TDP-1).
18
- 19 D. Lighting Plan prepared by Cree Lighting dated August 21, 2020.
20
- 21 E. Master Sign Program dated September 11, 2020 (*see conditions of approval*).
22
- 23 F. Sign Plans for the retail building monument sign prepared by Harbinger dated July 23, 2020
24 and last revised for submitted to the Village on September 10, 2020 consisting of two pages.
25
- 26 G. Sign Plans for the 7-11 monument, wall, canopy and directional signs prepared by Harbinger
27 dated June 20, 2018 and last revised for submittal to the Village on December 6, 2019
28 consisting of eight pages (*see conditions of approval*).
29
- 30 H. Renderings prepared by Cotleur & Hearing (undated) consisting of three pages.
31
- 32 I. Renderings and architectural plans for the 7-11 prepared by b·u·f Studio dated September 25,
33 2020 consisting of six pages.
34
- 35 J. Architectural plans for the retail space prepared by Forum dated November 8, 2019 consisting
36 of two pages.
37
- 38 K. Undated material and color board.
39

40 Section 5. In approving the PUD, the Village Council hereby grants the following modifications
41 or "waivers" from the requirements of the Village's land development regulations:
42

- 43 A. Waiver from Section 44-33(D) (Building Setback) of the Village Code of Ordinances to
44 reduce the required front setback from fifty (50) feet to twenty (20) feet.
45
- 46 B. Waiver from Section 45-89(B)(1) (Shade Trees) of the Village Code of Ordinances to
47 eliminate the requirement for one shade tree within thirty (30) feet of each parking space for
48 two of the parking spaces.
49

- 1 C. Waiver from Section 24-43(a)(1) (Concrete Flares) of the Village Code of Ordinances to allow
2 asphalt flares (aprons) in lieu of concrete flares (aprons) at the project entrance in accordance
3 with FDOT requirements.
4
- 5 D. Waiver from Section 6-115(C)(2)c (Multiple Occupancy Signage) of the Village Code of
6 Ordinances to increase the number of wall signs on the retail building from one sign per tenant
7 to two signs per tenant to provide signage for the both the roadway and the parking lot and to
8 allow a wall sign equal to five percent (5%) of the façade notwithstanding that the building
9 setback is twenty (20) feet in lieu of the required twenty-five (25) feet.
10
- 11 E. Waiver from Section 6-115(C)(2)d (Single Occupancy Signage) of the Village Code of
12 Ordinances to increase the number of full-size and half size wall signs for the 7-11 from one
13 to two.
14
- 15 F. Waiver from Section 6-115(B)(6) (Tenants on Monument Signs) to allow the listing of tenants
16 on the monument sign for a site less than five acres in size.
17
- 18 G. Waiver from Section 45-36 (D) (Fence Height) to increase the maximum height for walls and
19 fences along the rear of the property from six (6) feet to eight (8) feet.
20

21 Section 6. To the extent not modified in Section 5 above, the Applicant shall develop, operate
22 and maintain the Property in accordance with all Village Code requirements. The Village Council's
23 approval of the PUD is subject to the following additional conditions:
24

- 25 A. The Applicant shall receive a permit the from Palm Beach County Environmental Resource
26 Department for construction within a Wellfield Zone prior to issuance of building permit.
27
- 28 B. The Applicant shall receive a permit from the Florida Department of Transportation for
29 driveway access and right-of-way dedication along Alternate A1A prior to approval of plat.
30
- 31 C. Prior to the issuance of the first building permit for vertical construction, the Applicant shall
32 submit covenants and restrictions providing for Unity of Control of the Property, including
33 the maintenance of all common areas and improvements and shared parking, to the Village
34 Attorney for review and shall obtain the Village Attorney's approval prior to the issuance of
35 a certificate of occupancy.
36
- 37 D. Prior to issuance of the first building permit for vertical construction, the Applicant shall shield
38 lighting to reduce spillover into neighboring properties where feasible and attempt to use dark-
39 sky friendly fixtures.
40
- 41 E. All infrastructure, including but not limited to fire hydrants, street lights, water meters, etc.,
42 proposed on the approved site plan shall be maintained by the Applicant.
43
- 44 F. The Applicant shall reserve water and sewer capacity with Seacoast Utility Authority and
45 provide the Village with the Developer's Agreement prior to the issuance of the first
46 infrastructure permit.
47
- 48 G. Prior to issuance of the first building permit for vertical construction, the Applicant shall have
49 underground water mains and fire hydrants installed, completed and in service.

- 1 H. Prior to issuance of a Final Certificate of Occupancy for any building, a sidewalk easement
2 shall be created in coordination with Florida Department of Transportation for the portion
3 extending into the Property.
4
- 5 I. The Applicant shall relocate all existing native trees per the approved tree disposition plan. If
6 the oak trees do not survive relocation, they shall be replaced with ranch grown oaks that are
7 the largest caliper that is reasonably available from local nurseries.
8
- 9 J. If any significant archeological resources are found on site during development and
10 construction, the Applicant shall notify Village staff and following the procedures outlined in
11 Section 21-104 of the Village Code of Ordinances.
12
- 13 K. The Applicant shall submit irrigation plans as part the building permit review.
14
- 15 L. All light poles being relocated along Alternate A1A shall have all wires installed underground.
16
- 17 M. Prior to issuance of a certificate of occupancy, the Applicant shall install “No Truck” signs
18 (R5-2 or R5-2a as specified by the Federal Highway Administration) at the Richard Road
19 access point.
20
- 21 N. When submitting for permits, the Master Sign Program shall be updated for the retail building
22 to limit the façade signage to 5% of storefront measured to the parapet.
23
- 24 O. Prior to issuance of the first vertical building permit, the Applicant shall provide an updated
25 Master Sign Program to show consistency in architecture, colors and materials between the
26 gas station (7-11) signage and the retail building signage.
27
- 28 P. When submitting for permits, the Master Sign Program shall be revised to eliminate Section
29 A.1 and modify Section D.1(a) to remove the phrase “or other color as designated by the
30 landlord.”
31
- 32 Q. Prior to or concurrent with the issuance of a final certificate of occupancy for the convenience
33 store (7-11), the Applicant shall obtain a temporary certificate of occupancy for the finished
34 shell of the retail building and complete all site improvements with the exception of the
35 interior of the retail building.
36
- 37 R. Revise the site and landscape plans to provide an 8-foot tall wall along the entire rear perimeter
38 of the Property where adjacent to residentially zoned property.
39
- 40 S. The Applicant shall be bound by all oral and written representations made both on the record
41 and as part of the application process irrespective of whether such representations are included
42 as formal conditions.
43

44 Section 7. A violation of any of the requirements or conditions of this Ordinance shall be
45 enforced in the same manner as a violation of a Code provision or ordinance in accordance with
46 Article IV of Chapter 2 of the Village Code of Ordinances.
47

48 Section 8. The Village Council may approve minor modifications to the Planned Unit
49 Development by resolution without the necessity of review by the Planning Commission,
50 advertisement or public hearing. The following modifications shall not be considered minor:

- 1 A. Any increase in the total square footage or the footprint of any principal structure;
- 2
- 3 B. Any change in access to the Property;
- 4
- 5 C. Any variance to the underlying zoning regulations or additional waiver to the Village's land
- 6 development regulations;
- 7
- 8 D. Any increase in height to the buildings located on the Property; or
- 9
- 10 E. Any relocation of parking areas resulting in a net reduction in the total number of parking
- 11 spaces.
- 12

13 Section 9. Each of the conditions and requirements of this Ordinance shall be binding upon the
14 Applicant and its successors in interest or assigns and shall be deemed covenants running with the
15 land. The Unity of Control shall include a statement that the Property shall be developed in
16 accordance with the conditions and requirements of this Ordinance.

17
18 Section 10. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
19 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
20 holding shall not affect the remainder of this Ordinance.

21
22 Section 11. All ordinances, resolutions or prior development permits or approvals relating to the
23 Property in conflict with the provisions of this Ordinance are hereby repealed to the extent of such
24 conflict.

25
26 Section 12. This Ordinance shall become effective immediately upon adoption.

27
28 PLACED ON FIRST READING THIS _____ DAY OF _____, 2020.

29
30 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
31 2021.

32
33
34 (Village Seal)

MAYOR

35
36
37
38 ATTEST:

39
40 _____

VILLAGE CLERK

41
42
43 APPROVED AS TO FORM AND
44 LEGAL SUFFICIENCY:

45
46 _____

VILLAGE ATTORNEY

47

Exhibit "A"

Legal Description of the Property

Lots 43, 44, 45 and 46, KELSEY ACRES, PLAT NO. 2 (LESS AND EXCEPT that land taken or conveyed to the Department of Transportation for Highway Purposes as shown on Road Plat Book 4, Page 22 and as appear in instruments recorded in Official Record Book 3538, Page 1834 and Official Record Book 3543, Page 332), according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as in Plat Book 24, Page 47.



Village of North Palm Beach

Department of Community Development

420 U.S. HIGHWAY ONE, SUITE 21 • NORTH PALM BEACH, FLORIDA 33408

561-882-1156 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

ADMINISTRATIVE MEMORANDUM NO. 20-023

DATE: October 6, 2020

TO: Planning Commission

FROM: Jeremy Hubsch, AICP, Community Development Director

RE: A1A Corner Plaza
October 6, 2020 Meeting

Rezoning/ PUD/ Site Plan
P&Z# 2019-2184

I. APPLICATION

Location:	2895 Richard Rd. generally located on the Northeast corner of Alternate A1A and Richard Rd.
PCN:	68-43-42-17-04-000-0430
Legal Description:	Lots 43, 44, 45, and 56 Kelsey Acres Plat No. 2
Request:	An application submitted by Cotleur & Hearing on behalf of Princeton Holdings Group South LLC requesting a rezoning, Subdivision, PUD with waivers and site plan review for the development of a fuel service station and retail sales



II. REQUEST & PROPERTY INFORMATION

The Applicant, Princeton Holdings Group South, LLC has submitted this application for the development of a 7-Eleven automotive service station and retail building at the corner of Alternate A1A and Richard Rd. The site has been vacant for many years with no evidence on file of previous development on the property. The site was annexed into the Village from unincorporated Palm Beach County in 2007 via ordinance 2007-04. It was previously zoned General Commercial in the County and was approved for over 30,000 SF of medical office in a two-story building. The approved building was ultimately never constructed and the entitlements have since been lost.

The current proposal seeks to construct 7,341 SF of retail, including a 3,109 SF convenience store with 8 fueling islands and 16 pumps. The proposed retail uses are allowed in the current CC Transitional Commercial zoning district. However, the automotive service station use is not allowed. The Applicant is seeking to rezone the property to the C-1 Neighborhood Commercial District, which will ultimately become the C-S Shopping Commercial District upon final adoption of the revised land development regulations. The rezoning will enable the automotive service station portion of the project to be considered a permitted use.

The Applicant is also seeking a Planned Unit Development (PUD) in order to be granted waivers from Village Code standards. As shown on the site plan and described further below, there are 6 waivers that are required for the Applicant to be granted relief from the current code requirements for setbacks and other site elements through the PUD process. The Planning Commission is being asked to make a recommendation to the Village Council for the requested rezoning and Planned Unit Development.

The current Future Land Use (FLU) and current Zoning designations for the property are summarized in the table below.

Future Land Use (FLU) Designation	Existing Zoning Designation	Proposed Zoning Designation
Commercial	CC- Transitional Commercial	C1- Neighborhood Commercial

The site is 1.87 acres, and is generally cleared of vegetation except for a few native oak and palm trees near the east and north property lines. These trees are close to the existing FPL power lines which run along the eastern property line between the subject parcel and adjacent residential neighborhood. The adjacent neighborhood is entirely within the jurisdiction of unincorporated Palm Beach County and consists of a mixture of single-family and multi-family homes. The properties immediately abutting the subject parcel all have multiple units on each lot. They range from properties with 2 homes per lot, to one property that has approximately 9 mobile home type structures. The Applicant is proposing a 6-foot concrete wall and a rear landscape buffer with a mixture of shrubs, four Sea Grape's, three Live Oaks, four gumbo limbo's and 20 Mahogany trees to separate the uses.

The following table summarizes the uses, FLU designations, and zoning districts of the surrounding properties:

	Zoning	Future Land Use	Existing Use
EAST	RM	LR-3	Residential (PBC)
NORTH	C-C	Commercial	Professional Service

SOUTH	C-C	Commercial	Vacant (Mercedes Owned for off-site parking)
WEST	CG	CH/5	Office/Convenience Store (PBC)

III. BACKGROUND AND ANALYSIS OF APPLICANT’S REQUEST

A. Rezoning

The Applicant is proposing to rezone the property from CC-Transitional Commercial to C-1 Neighborhood Commercial, which will become the C-S Shopping District upon final adoption of the revised land development regulations. The proposal to rezone the property to the existing C-1 district is necessary in order to permit the proposed automotive service station use. The property is located at the corner of a signalized intersection at Alternate A1A and Richard Road. The intersection will soon include the future extension of Congress Avenue. The County currently has the construction of the roadway extension scheduled for fiscal year 2022. The intersection of two arterial roads (Alternate A1A and Congress Avenue) is generally a desirable commercial node location, due to high levels of pass-by traffic.

The Village code does not list criteria required for the rezoning of properties, but generally when looking at rezoning’s, issues such as compatibility with adjacent properties and the suitability of a site for the proposed use are heavily considered. The subject property is currently zoned CC-Transitional Commercial. The general description of this district is: “This residential/commercial transitional district is to provide for the development of low-intensity business offices and other complementary uses. The CC district shall serve as a transition between residential areas and intense commercial development.” The properties along the east side of Alternate A1A north of Park Road are all zoned CC due to being adjacent to residential properties. With the exception of the subject parcel and the two southernmost parcels in the CC District, all of the CC properties are immediately adjacent to single-family homes. Therefore, this site may be more suitable for more intense commercial uses than typical properties in the CC-district.

The adjacent residential properties are located within unincorporated Palm Beach County. It is worth noting that if this property had not been annexed into the Village in 2007, it would carry a General Commercial Zoning Designation, which is one of the most intense commercial zoning classifications in the County. Had it remained in the County, the Applicant would have been eligible to apply for a Conditional Use for the automotive service station use (note: all automobile service stations in unincorporated Palm Beach County require a Conditional Use).

B. Subdivision

The property is proposed to be subdivided into two properties. The preliminary plat will require recommendations by the planning commission for final approval by Village Council. The automotive service station and convenience store will be on the southern parcel and the retail building will be on the northern. Both lots meet the minimum dimensions established in the code. According to the Applicant, they will maintain existing ownership and the separation was required for the lease agreements of the different users. Both properties will share parking and utilities. The requirement of a shared agreement between the two parcels is proposed by staff as a condition of approval.

C. Planned Unit Development with Waivers

The PUD application includes a concurrent review of the site plan with associated landscape plan for consistency with the Village Code. The Applicant is seeking six (6) waivers from code standards. Per section 45-35.1, the intention of the Planned Unit Development process is to provide: “an added degree of flexibility in the placement and interrelationship of the buildings and uses within the planned unit development, together with the implementation of new design concepts.” The Applicant has provided a plan that follows some of the design concepts desired for commercial properties in the Village Master Plan with buildings pushed closer to the street, parking in the rear, and building design that is consistent with the Village’s Architectural Guidelines.

Staff is supportive of the requested waivers, as they ultimately enable the Applicant to present a project that attempts to follow the Village Master Plan.

Analysis of Waivers Requested:

The applicant is requesting six waivers from code provisions in the table and further described in detail below.

Code Section	Required	Proposed	Waiver Request	Comments/Analysis
1. Section 45-33 (D)- Building setback	50 foot front setback	20 feet	30 feet	Staff: Allows the parking to be in the rear of the property and better separates the building’s from the adjacent residential
2. Section 45-89 (B) (1)- Shade Tree	Shade tree required within 30 feet of each parking space	50 feet (2 spaces)	20 feet	Staff: Out of the 39 total spaces, two spaces are not within 30 feet of a shade tree as they are right near the entrance. There are palm trees within the 30 foot radius.
3. Section 24-43 (a) (1)- concrete flares	Concrete flares at entrance	Asphalt flares	Substitute concrete for asphalt	Staff: Requirement from FDOT as part of the access approval.
4. Section 6-115(C)(2)c- Multiple Occupancy Signage	1 wall sign per tenant	2 wall signs per tenant	1 wall sign per tenant	Staff: Entrance from the parking lot at the rear requires signage on both the roadway and the front entrance.
5. Section 6-115 (c)(2)d- Single Occupancy Signage	1 full size wall sign & 1 half size wall size per ROW	2 full size wall signs & 2 half size wall signs	1 full size wall sign & 1 half size wall size per ROW	Staff: A full size wall sign proposed on building facing each ROW and half size signs on the canopy facing each ROW.
6. Section 6-115 (B) (6)	Tenant on monument sign over 5 acres	Tenants on monument sign at 1.87 acre	3.25 acres	Staff: Proposed monument signage otherwise complies with code for dimensions

The Applicant has provided the following justification for the requested waivers:

1. Waiver for setback reduction: Section 45-33(D)

Village code for the C-1 zoning district (and new C-S zoning district) requires a 50' setback from the street line to the front of the building. Part of the current request includes relief from the typical setback requirements so that the building may be located closer to the road while parking for the property is in the rear. Not only would this lot configuration enhance functionality, but this layout also achieves consistency with similar setbacks established in the nearby Northlake Boulevard Overlay Zoning District and along US 1 which both aim to provide enhanced pedestrian connectivity and visual aesthetics. Additionally, having the parking lot in the rear of the property would ease the burden on surrounding residents by breaking up the visible hardscape.

Staff analysis: The intent of the new form based code is to bring buildings closer to the road, create a more urban space and eliminate vast areas of parking adjacent to the roadway. Though not on the US 1 corridor, this development will create a similar development style. Access to the buildings will be provided from the right of way as well as from the parking lot. With the parking in the rear, there is better separation between the buildings and the adjacent residential.

2. Waiver from shade tree in parking lot: Section 45-89(B)(1)

The draft section of the code requires every parking space to be within 30' from a shade tree. To comply with this draft section, a shade tree would need to be placed in front of the main entrance of the convenience store. This is not practicable and is overly burdensome. The front entrance only has 8 parking spaces in a row which is a relatively small number of spaces. A shade tree cannot be located within the foundation planting as it would cause issues to the foundation slab. Further, creating a new landscape island for the purpose of a tree would further reduce the already limited number of parking spaces. The intent of this draft section is to provide a greater number of parking spaces with some degree of shade. Although this intent is commendable, the benefits from this draft section will have limited benefits for this gas station use. The typical visitor to a gas station's convenience store is generally short in nature and therefore the burdens incorporated with a single tree far outweighs any perceived benefits. It should be noted that only 2 parking space would not be within 30' from a shade tree. Therefore, Applicant respectfully requests a waiver from this code section as the impact from this waiver would be limited to two transient parking spaces and it should also be noted that the remainder of this project is in compliance with this draft code section.

Staff analysis: All parking spaces are required to be 30 feet maximum from the nearest shade tree. There are 2 spaces out of 39 that are not compliant with this code provision as they are right near the front entrance to the convenience store. There are palm trees within the 30 foot radius of the spaces at the foundation of the building. According to the applicant, shade trees in this location would negatively impact the foundation slab of the structure.

3. Waiver for concrete flares: Section 24-43 (a) (1)

Per village code, Portland cement concrete is required between the roadway and the sidewalk or property line. Due to Palm Beach County and Florida Department of Transportation requirements, the Applicant is requesting a waiver from this requirement wherein the road material used may be that of asphalt. Richard Road is a county road and Alternate A1A is a state road. The county and state have indicated that radii access points require asphalt pavement to prevent cracks where the turning radii meet the existing pavement. Due to these requirements, Applicant respectfully requests a waiver from the concrete flare requirement to permit asphalt.

Staff analysis: The applicant met with the Florida Department of Transportation since it owns and maintains Alternate A1A. In the letter granting access to the property, it was determined that asphalt flares are preferable over the concrete flares required in the village code. The county also determined that the asphalt flares were preferable at a subsequent meeting to discuss the access to Richard Rd.

4. Waiver for Wall Signage: Section 6-115 (C) (2) c

This code section permits 1 wall sign per tenant wherein the Applicant seeks a waiver to allow for 2 wall signs per tenant. The retail building abuts Alternate A1A with parking in the rear. A wall sign is appropriate on the façade which fronts this roadway, however without a wall sign on the façade which abuts the parking lot, a visitor will have difficulty identifying their desired establishment. Proper identification of retail spaces is of great importance in the ultimate success of this location. Therefore, to properly identify the tenants at this location, Applicant respectfully requests a waiver to permit two wall signs per tenant to be located on the east and west elevations of the retail building.

Staff analysis:

- a. Per the code, a multiple occupancy complex is allowed:
 - i. 1 wall sign per tenant space facing a roadway
 - ii. Limited to 5% of building façade at 25 feet setback.
- b. The applicant is requesting the waiver from both aspects of the code requirement. The tenants for the retail building face the roadway and are allowed one wall sign each along Alternate A1A, but since the parking will be at the rear, an additional wall sign is proposed at the rear for better identification of the storefront when entering from the parking lot.
- c. A second part of the waiver stems from waiver 1 with the reduced setback. Though the building is not a minimum of 25 feet from the roadway, the applicant is requesting to follow that restriction of 5% of the building façade per storefront.

5. Waiver for wall sign: Section 6-115 (C) (2) d

Code permits 1 full size wall sign for a single occupancy building with the exception when the building fronts two streets. In this instance, code permits 1 full size sign and 1 half sized sign. The 7-11 fronts Alternate A1A and Richard Road. Applicant is requesting a waiver to permit 2 full size signs and 2 half-size signs (substantially smaller than half-size). The orientation of the building is such that the side of the building fronts Alternate A1A whereas the front of the building faces towards the gas pumps and Richard Road. Having a full-size sign which fronts A1A, as a major roadway, is important and it is equally important to have a full-size sign identifying the main entrance into the building. Proper identification is important to the success of this property.

Furthermore, the code provides that a wall sign cannot be more than 5% of the building's façade if the building has a setback of 25'. Although this building only has a setback of 20', it should be noted that this setback would have been larger had it not been for the additional right-of-way dedication. Nonetheless, the building is still in excess of 25' from the roadway and the intent of the code is still complied with. Applicant requests that the building's signage, although it does not technically have a 25' setback, should still be afforded the 5% maximum sign size. It should be further noted that the calculations of the building's façade should be calculated from the finished floor to the top of the parapet. The intent of the code is to avoid a disproportioned sign to the overall size and presence of the building. A parapet is an architectural appurtenance to a building used to screen roof-top equipment. Although the parapet does not represent the finished roof, it does add to the overall scale of the building and therefore a sign's dimensions should be in step with this aspect.

In addition to the 2 full signs, Applicant requests 2 half-size (or less) signs for the canopy which covers the fueling stations. As shown on the architectural elevations and site renderings the canopy has the 7 Eleven logo which is a 3'x3' cabinet. These canopy signs further help identify this fuel location as a driver passes the site.

Staff analysis:

- a. Per the code, a single occupant complex (the proposed fuel station and convenience store) are allowed:
 - i. 1 wall sign per street frontage.
 - ii. 2nd sign is allowed at 50% the size of the main wall sign.
- b. The applicant is requesting the main sign on the convenience store, facing Richard Rd. It would be allowed 66 SF, but 22 SF is proposed. The 2nd sign is facing Alternate A1A which is allowed to be 50% of the main sign or 33 SF. The same 22 SF sign is proposed here as well. This section is therefore compliant with the code requirements.
- c. Two additional signs are proposed on the fuel canopy. The canopy is proposed to have a 7 Eleven logo facing Alternate A1A and Richard Rd. There is no separate restriction or regulation in the code on canopy signage distinct from the convenience store, so they are included together in overall wall signage. As such, canopy signs are typically restricted unless a waiver is requested. The logos are 9 SF with trademarked striping 12 ft long on west and South Elevations of the canopy.

6. Waiver for monument sign: Section 6-115 (B) (6)

Code permits the presence of tenants on a monument sign if the affected area of the site is over 5 acres. The current site is 1.87 acres. The Applicant is requesting a waiver to allow for this site to have tenants on the monument sign. From a visibility perspective, this retail plaza sits close to Alternate A1A with guest access to the rear along with the parking area. A monument is paramount in obtaining proper visibility from those that are traveling Alternate A1A. As a one-story building, being able to properly notify the general public of the establishments within the site is key to increase traffic into the site.

Staff analysis: Per the code, a monument sign is only allowed tenant names if the property is over 5 acres. The subject property is only 1.87 acres for a reduction in 3.25 acres of this requirement. It meets setbacks, square footage and height restrictions in the code. One monument sign is allowed per frontage. 7 Eleven's signage will be at the corner, technically along the angle of the Richard Rd frontage and this sign will count as the one allowed on Alternate A1A. When the property is subdivided, it will be in compliance with this section.

D. Site Plan Review

a. Traffic Analysis

After discussions with the neighbors and staff, the Applicant will not allow gas tanker truck access to the property from Richard Road. The Richard Rd. entrance will be for ingress only and will limit all trucks from utilizing Richard Rd altogether. The fuel tank location will be buried near the eastern property line and a truck turning analysis has been provided to show how the tankers will maneuver the site. Approval has been granted for the access along Richard Rd from Palm Beach County and along Alternate A1A from the Florida Department of

Transportation. A turn lane has been provided along Alternate A1A at the request of FDOT, as well as cross access between the two parcels being created by the subdivision.

Traffic impacts to the site were considered in the analysis by the Applicant's traffic engineer. According to the traffic study, there are no significant impacts to the capacity of either roadway, but the project will produce 4,036 average daily trips. Of those 4,036 daily trips, 2,467 will be "pass by" trips, or cars that were already traveling by the location. There will be 249 AM peak hour trips and 287 PM peak hour trips. Of those, 151 and 175 are AM and PM peak hour pass by trips respectively. In summary, the proposed development is anticipated to create 1,569 new net trips to the site daily (excluding pass by traffic), 98 new AM peak hour trips, and 112 new PM peak hour trips.

The proposed project was issued a Traffic Performance Standards (TPS) approval by Palm Beach County, confirming that the proposed development will meet the County's traffic standards.

b. Site Design

The site has a retail building, with four different units on the northern end of the property, with parking in the rear. On the southern end of the property (near the Richard Road and Alternate A1A intersection) there is a canopy with 8 different fueling islands and 16 pumps. Between the canopy and retail building is a 3,109 square foot convenience store. Consistent with the goal of the Village Master Plan, the buildings are pushed closer to the street with parking screened in the rear. The orientation of buildings closer to the street creates further separation between the proposed buildings and the adjacent neighborhood.

At the suggestion of staff, the Applicant has created a plan that enables trucks to be able to access the site solely from Alternate A1A. The truck circulation route was also designed to avoid the area between the convenience store and fuel canopy, in order to better protect pedestrians. Additional site features have been added, including a bike rack, benches and trash cans. Air and vacuum station will also be provided for the users of the fuel station.

c. Landscape Plan

The proposed landscape plan has been reviewed for consistency with the new code. The new code requires that the Applicant has to meet landscape standards such as perimeter screening, buffers, and foundation plantings and also provide at least 100 additional "supplemental landscape points". The supplemental points can be gained by installing trees and landscaping above and beyond code requirements. Examples of items that can be issued supplemental points are: specimen trees, native trees, massing of landscaping, and sidewalk connections. The Applicant has provided 170 points worth of additional supplemental landscaping, mostly for the provision of native trees.

Staff wanted to ensure that the Applicant providing heavy landscape screening in two areas of the property. One, the rear of the property adjacent to residential properties. Here, the Applicant is proposing a 6-foot concrete wall and a rear landscape buffer with a mixture of shrubs, four Sea Grape's, three Live Oaks, four gumbo limbo's and 20 Mahogany trees to visually screen the site from the neighboring properties. The second area of focus is the south and southwest corner of the property where the gas canopy will be visible from Alternate A1A. The Applicant is installing a raised berm along this portion of the property, with groundcover and shrubs such as: Blue Agave, Dwarf Schefflera, Parsoni Juniper, Dwarf Podocarpus,

Podocarpus, and Dwarf Yaupon Holly. The Applicant has provided eight Royal Palms in this area, along with eight Japanese Blueberry trees that will be 12' tall on installation for screening.

d. Architectural Design

Staff has worked with the Applicant and their architect to create a design that is inspired by the Village's new architectural guidelines. Per the Applicant's Justification Statement:

"The new convenience store and multi-tenant building utilizes an Anglo-Caribbean architectural narrative that is sometimes referred to as the "New Caribbean" style, as expressed in the North Palm Beach Architectural Design Guidelines. This is expressed through the elevations with an 8:12 pitched mansard crimped metal roof around the Convenience Store and high vertical fenestration against the overall height of the building. The material palette uses smooth stucco as the main exterior finish, and a stone wainscot base with an appropriate color palette that responds to the context of the site and the hot Florida sun, and the style of the architecture. The design style is further influenced using entryway overhangs that allow for columns of stucco and windows that are anchored on each end with Anglo-Caribbean style shutters. The Multi-Tenant Building carries much of the same vernacular with expressing high fenestration, window shutters, brackets at the roof, and the same material palette. The mansard roof on the Convenience Store is reflected in the tower elements with pitched roof on the Multi-Tenant Building."

E. Public Notice and Community Outreach

The Applicant has held two community workshops with residents of the surrounding neighborhood and community at large. One was held at the Community Center in March of 2019 and another was held at Village Hall in October of 2020. The Applicant took feedback received from residents at the meetings and incorporated it into the project design. The Applicant added a 6-foot concrete wall and shade trees on the east side of the property and made the Richard Road entrance ingress only after feedback from residents and Village staff. Additionally, the Applicant created a petition to gather more feedback from nearby residents. Per the Applicant's justification statement, "92% of the residents responded in agreement to the proposal of the gas station including the pumps and remaining multi-tenant retail. The negative responses recorded did not have any issues with the gas station use or pumps but general development of the area and traffic from the Congress extension."

The rezoning has been publically noticed, with mailers sent to all property owners within 500 feet of the subject property; as well as signs posted onsite, and notice in the Palm Beach Post.

F. Appearance Plan Compliance

Sec. 6-36. - Powers and duties of planning commission concerning the appearance code.

The planning commission shall have the following powers and duties:

1. To hold public hearings on and make recommendations for amendments to the appearance plan.
2. To consult with and cooperate with the planning and zoning advisory board, the beautification committee and other village departments, and any other municipal or governmental bodies on matters affecting the appearance of the village.
3. To study exterior design drawings, landscape and site plans and materials for any proposed public works or public improvements and to make recommendations to the council or village manager as to the architectural or aesthetic aspects thereof.
4. **To study and review preliminary and final plats and make recommendations to the planning and zoning advisory board and the village council.**

5. **To hold hearings, when required, on the issuance of certificates of appropriateness as provided in section 6-59, in connection with questions pertaining to applications for building permits and to issue or deny such certificates pursuant to the provisions of such section 6-59.**

Sec. 6-58. - Action of planning commission.

Upon consideration of an application, the planning commission shall issue a certificate of appropriateness to the community development department upon a finding that the plan conforms to the village appearance plan and that the proposed building or structure is appropriate to, and compatible with, the character of the immediate neighborhood and will not cause a substantial depreciation in property values. If the planning commission determines that these criteria are not met, the planning commission shall provide such advice, counsel, suggestions and recommendations on matters pertaining to aesthetics as it may deem necessary to guide the prospective applicant in the development of a plan which would comply with the requirements and purposes of the appearance plan. If preliminary hearings have been held on the project for which application is being made, and preliminary approval has been issued by the planning commission as provided in section 6-56, the planning commission shall issue a certificate of appropriateness immediately, provided that the final drawings, plans and material as presented comply in all respects with the preliminary presentation upon which the preliminary approval was based.

Sec. 6-59. - Approval by planning commission.

The planning commission shall issue a certificate of appropriateness upon a concurring vote of at least three (3) members. No building or other permit, otherwise required under the ordinances of the village, for the erection, construction, alteration or repair of any building or structure in a multiple-dwelling, commercial or public zoning district shall be approved by the community development director except upon the granting of a certificate of appropriateness by the planning commission. The foregoing requirements shall not preclude the issuance of a building permit without such certificate if the community development director shall determine that no external architectural feature as defined in section 6-31 is involved in the work for which the building permit is sought.

Consistency with Appearance Plan

According to the applicant's justification statement, the project is meeting the intent of the appearance plan. Their descriptions of each section have been provided in their Justification Statement, page 6-11. It is staff's determination, the buildings are generally located in a place to reduce impact to adjacent residents, of an architectural style desired by the village and colors that are generally consistent with the neighborhood.

V. CONCLUSION

In Staff's analysis, the proposed application is consistent with the intent of the Planned Unit Development process; is consistent with the Appearance Code; and will be compatible with the surrounding neighborhood. Should the Planning Commission determine that the proposed Rezoning and Planned Unit Development is worthy of a recommendation of approval to the Village Council, staff requests that the following conditions be included in the recommendation:

Proposed Conditions of Approval

1. Applicant shall receive a permit from Palm Beach County Environmental Resource Department for construction within Wellfield Zone prior to issuance of building permit.

2. Applicant shall receive a permit from the Florida Department of Transportation for driveway access and right-of-way dedication along Alternate A1A prior to approval of plat.
3. Prior to the issuance of the first building permit for vertical construction, Applicant shall submit covenants and restrictions providing for unity of control of the entire project and maintenance of all common areas and improvements and a shared parking agreement to the Village Attorney for review and shall obtain the Village Attorney's approval.
4. Prior to issuance of the first building permit for vertical construction, Applicant shall submit a lighting plan to the Community Development Department showing the types of light fixtures proposed. Where feasible, the Applicant shall attempt to shield lighting to reduce spillover into neighboring properties and attempt to use dark-sky friendly fixtures.
5. All infrastructure, including but not limited to fire hydrant, street lights, water meter, etc. proposed on the approved site plan shall be maintained by the property owner.
6. The Applicant shall reserve water and sewer capacity with Seacoast Utility Authority and provide the Village with the Developer's Agreement prior to the issuance of the first infrastructure permit.
7. Prior to issuance of the first building permit, the Applicant shall have underground water mains and fire hydrants installed, completed, and in service.
8. Prior to certificate of occupancy, sidewalk easement shall be created in coordination with Florida Department of Transportation for portion extending into private property.
9. The Applicant shall relocate all existing native trees per the approved tree disposition plan prior to beginning engineering site work.
10. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104.
11. Applicant shall submit irrigation plans as part the building permit review.
12. All light poles being relocated along Alternate A1A shall underground the wires.
13. Prior to CO, Applicant shall install "No Truck" signs (R5-2 OR R5-2a as specified by the Federal Highway Administration) at the entrance to Richard Rd.
14. Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
15. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.
16. When submitting for permit, master signage plan shall be updated for the retail building to limit the façade signage to 5% of storefront measured to the parapet.

Attachments

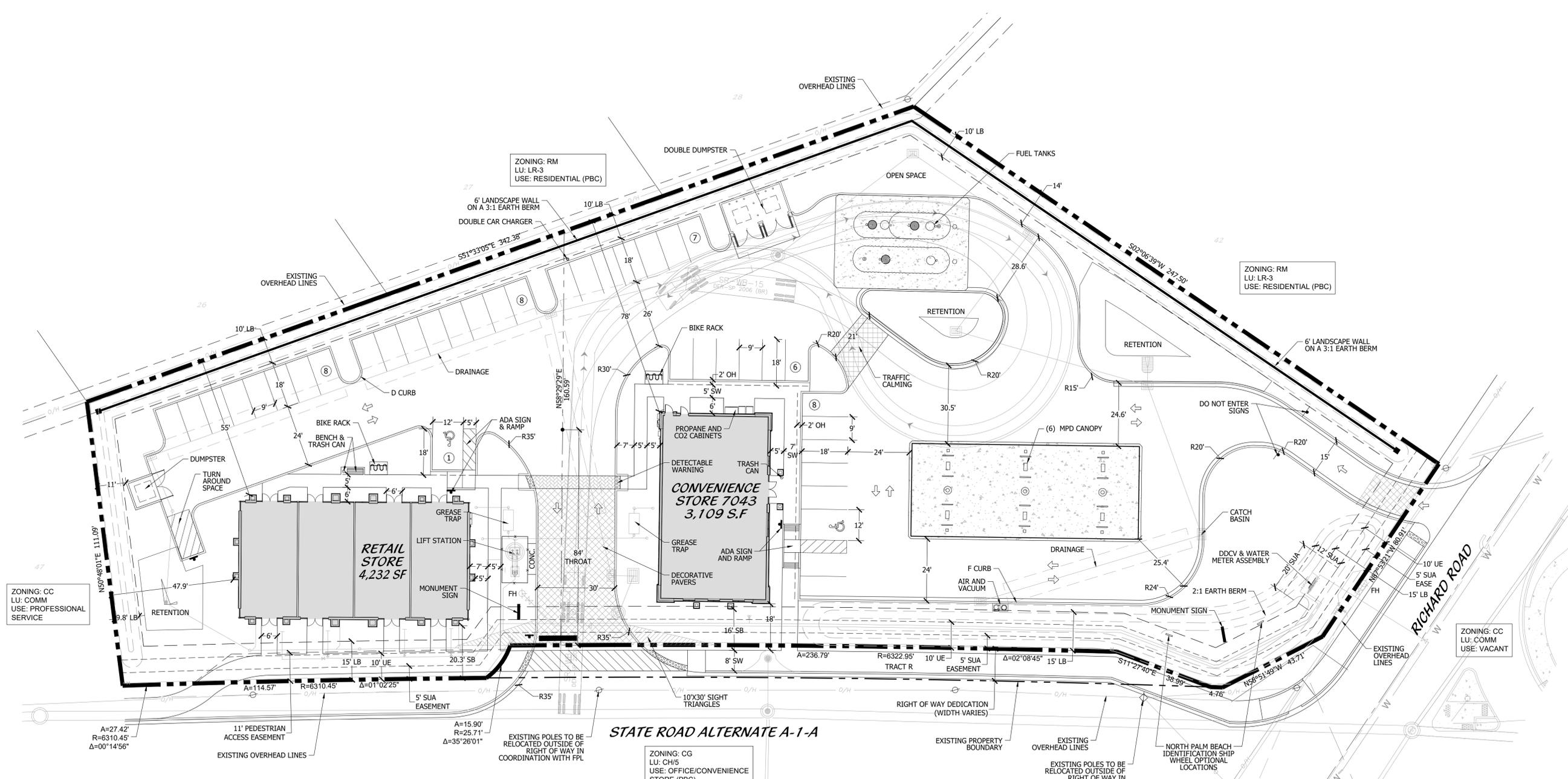
- A. Site Plan, Landscape Plan, Survey, Proposed Plat, Photometric Plan, Master Signage Plan
- B. Civil Engineering
- C. Applicant's Justification Statement
- D. 3D Renderings and Architecture
- E. Traffic Approval and Study



Cotleur & Hearing

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www.cotleurhearing.com
Lic# LC-C000239

A1A Corner Plaza SITE PLAN North Palm Beach, Florida



SITE DATA

NAME OF PROJECT: A1A CORNER PLAZA
PROPERTY CONTROL NUMBERS: 68-43-42-17-04-000-0430
APPLICATION NUMBER: 2019-2183
2019-2184

EXISTING LAND USE: Commercial
PROPOSED FUTURE LAND USE: Commercial
EXISTING ZONING: CC (Community Commercial)
PROPOSED ZONING: C-5 (Shopping Commercial)
Underlying PUD

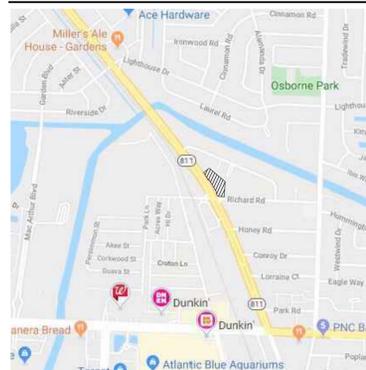
NOTE: NO SALES, DEAD STORAGE, REPAIR WORK, DISMANTLING OR SERVICING OF ANY KIND ARE PERMITTED ON THIS PROPERTY.

	SF	AC	
TOTAL SITE AREA	84,728	1.95	
RIGHT OF WAY DEDICATION	3,232	0.07	
SITE AREA	81,496	1.87	
BUILDING DATA			
CONVENIENCE STORE	3,109		
RETAIL STORE	4,232		
TOTAL	7,341		
SURFACE COVER			
IMPERVIOUS AREA			
TOTAL IMPERVIOUS AREA	52,655	1.21	62.15%
PERVIOUS AREA			
TOTAL PERVIOUS AREA	28,841	0.66	34.04%
TOTAL SITE AREA	81,496	1.95	100%
PARKING DATA			
RETAIL (7,341 SF)	37	38	
ACCESSIBLE SPACES (Included in total)	2	2	
TOTAL PARKING	37	38	

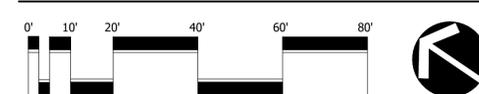
WAIVER TABLE

Code Section	Permitted	Requested	Difference
45-33(D) - Building Setback	50'	20'	30'
45-89(B)(1) - Shade Tree	A shade tree within 30' of any parking space	50'	20'
24-43(a)(1) - Concrete flares	Concrete flares are required	Asphalt flares	Substitution of asphalt for concrete
6-115(C)(2)c - Multiple Occupancy Signage	1 wall sign per tenant	2 wall signs per tenant	1 wall sign per tenant
6-115(C)(2)d - Single Occupancy Signage	1 full-size wall sign & 1 half-size wall sign	2 full-size wall signs & 2 half-size wall signs	1 full-size wall sign & 1 half-size wall sign
6-115(B)(6)	Tenants on monument sign if over 5 acres	Tenants on monument sign if over 1.75 acres	3.25 acres

LOCATION MAP



Site Plan



Scale: 1" = 20'-0"



North

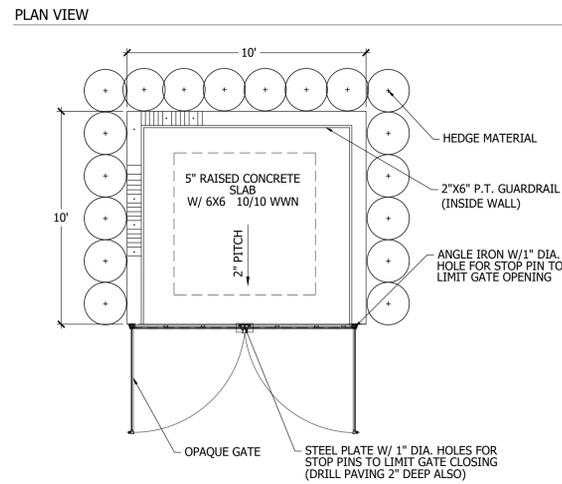
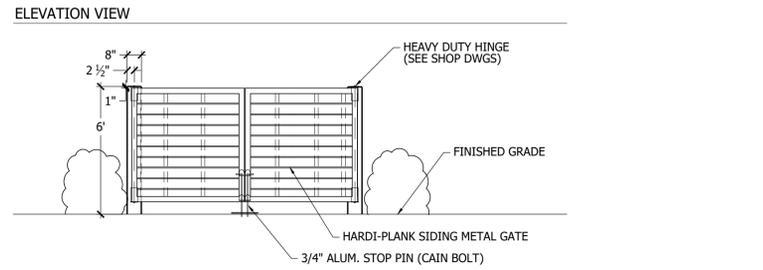
DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	18-1107
DATE	12-11-19
REVISIONS	03-04-20
06-18-21	03-19-20
	07-02-20
	08-25-20
	10-20-20
	11-23-20

June 18, 2021 9:38:20 a.m.
Drawing: 18-1107.SP.DWG

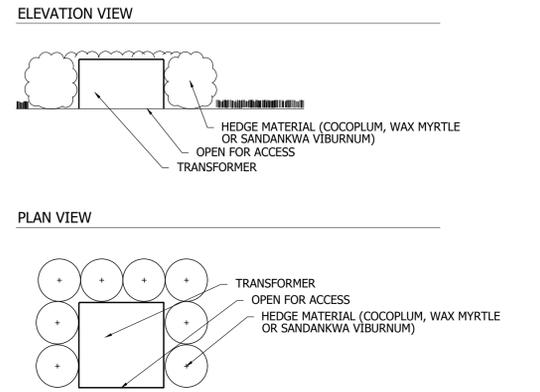
SHEET SP1 OF 2

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

DUMPSTER DETAIL



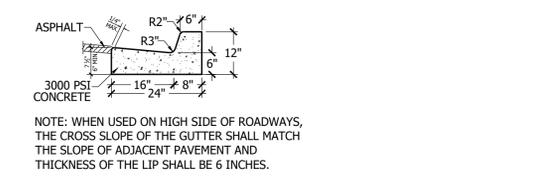
TRANSFORMER DETAIL



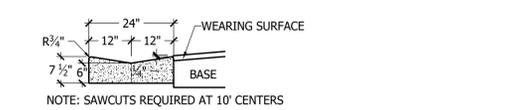
D CURB DETAIL



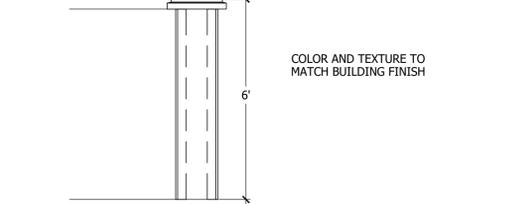
F CURB DETAIL



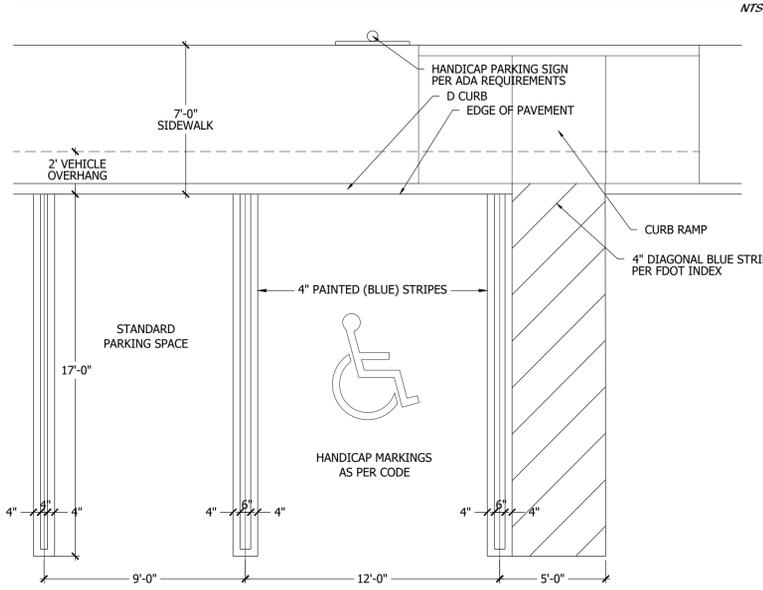
VALLEY CURB DETAIL



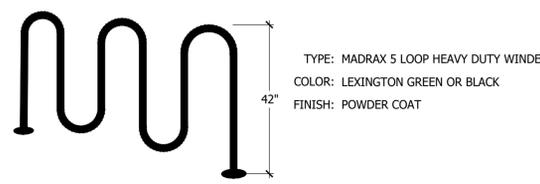
6' WALL DETAIL



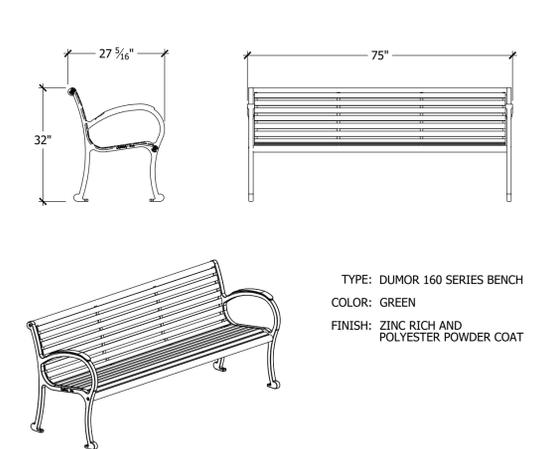
STANDARD AND HANDICAP PARKING DETAIL



BIKE RACK DETAIL



BENCH DETAIL



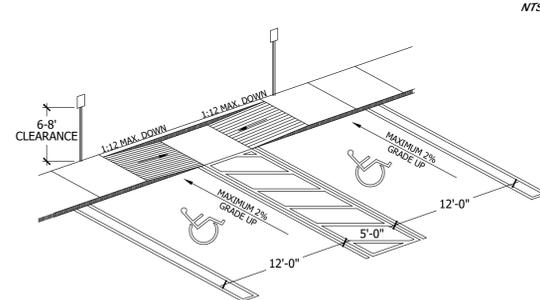
CAR CHARGING STATION DETAILS



TRASH CAN DETAIL

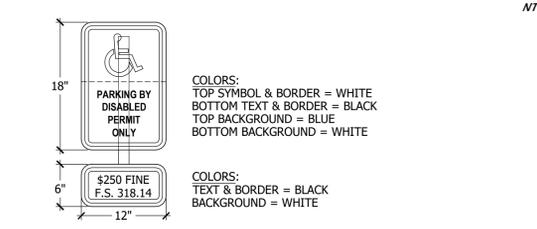


HANDICAP RAMP DETAIL

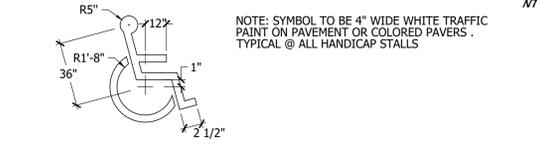


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES
NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK, OR RAMPS SEP. TO ENDS OF HC SPACES

HANDICAP SIGN DETAIL



HANDICAP SYMBOL DETAIL



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www.cotleurhearing.com
Lic# LC-C000239

A1A Corner Plaza
SITE PLAN
North Palm Beach, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	18-1107
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	08-25-20
	10-20-20
	11-23-20

June 18, 2021 9:38:20 a.m.
Drawing: 18-1107 SP.DWG

Site Details

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS LATEST EDITION.
 ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF NORTH PALM BEACH LAND DEVELOPMENT REGULATIONS. NORTH PALM BEACH LANDSCAPE CODE (LDRS) SHALL GOVERN IN THE EVENT OF A CONFLICT.
 VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.
 AT THE TIME OF BUILDING, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.
 THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF NORTH PALM BEACH, THE OWNER AND THE LANDSCAPE ARCHITECT.
 THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
 THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.
 THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE.
 TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.
 ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS SURROUND TO NORTH PALM BEACH CODE.
 ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THE SITES WITH LANDSCAPING. THE CONTRACTOR SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.
 ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.
 SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT WAY BETWEEN THE SIDEWALK AND THE CURB.
 ALL SOD SHALL BE STENOTAPHRUM SECUNDATUS FLORIDAM-PALMETTO (ST. AUGUSTINE SOD).
 TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.
 TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.
 TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INCH 546.
 EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.
 ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)
 PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.
 ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.
 ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.
 19.5" "BIO BARRIER" ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.
 ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF NORTH PALM BEACH, THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.
 CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITHIN IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.
 THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.
 THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
 EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.
 ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE VEGETATION REMOVAL REQUIREMENTS OF NORTH PALM BEACH PRIOR TO THE ISSUANCE OF A C.O.
 ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTING.
 EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.
 ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.
 EXISTING SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.
 RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 30" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEEDED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.
 ALL INVASIVE PLANT MATERIAL WILL BE REMOVED PRIOR TO ANY NEW LANDSCAPE INSTALLATION.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, I.E. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.
 MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.
 FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MORGONITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.
 FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SOD SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.
 FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:
 PLANT SIZE 16-7-12 AGRIFORM TABLETS (21 GRAM)
 1 GAL. 1/4 LB. 1
 3 GAL. 1/3 LB. 3
 7-15 GAL. 2/3 LB. 5
 1'-6" CALIPER 2 LBS./1" CALIPER 2 PER 1" CALIPER
 6" AND LARGER 3 LBS./1" CALIPER 2 PER 1" CALIPER
 "FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.
 FUEL GROWING TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.
 CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.
 PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
 THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
 ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
 ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 8 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
 ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.
 ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.
 DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.
 THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTS CORRECTED.
 THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
 UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.
 ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES
 EXCAVATE PIT AS PER PLANTING DETAILS.
 BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 4" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.
 PRUNE TREES TO REMOVE DAMAGED BRANCHES. IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK NEARER.
 GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.
 3. PLANTING SHRUBS
 LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.
 EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.
 PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES. IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.
 4. PLANTING GROUND COVER
 LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.
 SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.
 DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.
 5. PLANTING LAWNS
 SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.
 LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL. EITHER PROTECTIVE COVER ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATION. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.
 FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO ELIMINATE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.
 LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CROCKERS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 2:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK
 LANDSCAPE MAINTENANCE
 MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOVING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.
 PLANT MATERIAL SUBSTITUTION
 NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.
 PLANTING BED PREPARATION
 ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (Panicum Repens) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.
 ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.
 LANDSCAPE WARRANTY
 THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

LANDSCAPE SPECIFICATIONS

3. GENERAL LANDSCAPE REQUIREMENTS
 LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO: SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING & INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.
 PLANT SIZE AND QUANTITY
 TREES, PALMS, SHRUBS, GROUNDCOVERS
 PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. Nomenclature shall conform to STANDARD PLANT LIST, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS 1 & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.
 ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.
 AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.
 STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.
 REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, I.E. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.
 MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.
 FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MORGONITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.
 FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SOD SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.
 FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:
 PLANT SIZE 16-7-12 AGRIFORM TABLETS (21 GRAM)
 1 GAL. 1/4 LB. 1
 3 GAL. 1/3 LB. 3
 7-15 GAL. 2/3 LB. 5
 1'-6" CALIPER 2 LBS./1" CALIPER 2 PER 1" CALIPER
 6" AND LARGER 3 LBS./1" CALIPER 2 PER 1" CALIPER
 "FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.
 FUEL GROWING TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.
 CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.
 PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
 THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
 ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
 ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 8 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
 ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.
 ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.
 DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.
 THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTS CORRECTED.
 THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
 UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.
 ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

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 LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.
 EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.
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 SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.
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 FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO ELIMINATE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.
 LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CROCKERS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 2:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

8. MISCELLANEOUS LANDSCAPE WORK
 LANDSCAPE MAINTENANCE
 MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOVING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.
 PLANT MATERIAL SUBSTITUTION
 NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.
 PLANTING BED PREPARATION
 ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (Panicum Repens) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.
 ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.
 LANDSCAPE WARRANTY
 THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

9. MISCELLANEOUS LANDSCAPE WORK
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 NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.
 PLANTING BED PREPARATION
 ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (Panicum Repens) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.
 ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.
 LANDSCAPE WARRANTY
 THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

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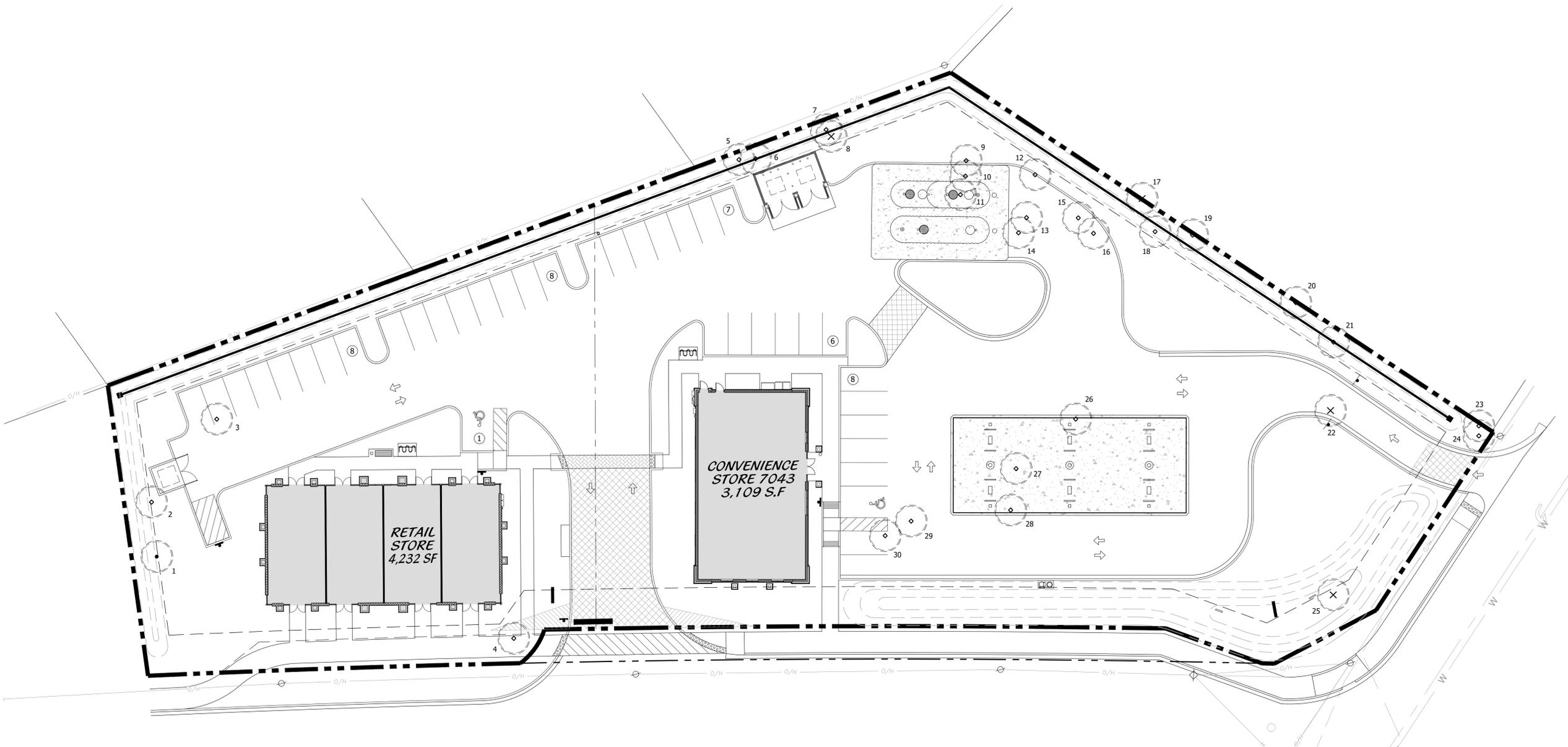
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Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

A1A Corner Plaza TREE DISPOSITION PLAN North Palm Beach, Florida



TREE #	TYPE	CALIPER (INCHES)	REMARKS	CONDITION
1	SABAL PALM	9"	PRESERVE	HEALTHY
2	SABAL PALM	15"	RELOCATE	HEALTHY
3	SABAL PALM	15"	RELOCATE	HEALTHY
4	SABAL PALM	15"	RELOCATE	HEALTHY
5	SABAL PALM	15"	RELOCATE	HEALTHY
6	SABAL PALM	13"	RELOCATE	HEALTHY
7	SABAL PALM	14"	RELOCATE	HEALTHY
8	ROYAL PALM	6"	REMOVE	HEALTHY
9	SABAL PALM	13"	RELOCATE	HEALTHY
10	SABAL PALM	14"	RELOCATE	HEALTHY
11	SABAL PALM	14"	RELOCATE	HEALTHY
12	LIVE OAK	18"	RELOCATE	HEALTHY
13	LIVE OAK	19"	RELOCATE	HEALTHY
14	LIVE OAK	14"	RELOCATE	HEALTHY
15	LIVE OAK	13"	RELOCATE	HEALTHY
16	SABAL PALM	13"	RELOCATE	HEALTHY
17	ROYAL PALM	20"	REMOVE	HEALTHY
18	SABAL PALM	13"	RELOCATE	HEALTHY
19	SABAL PALM	14"	RELOCATE	HEALTHY
20	SABAL PALM	17"	RELOCATE	HEALTHY
21	SABAL PALM	14"	RELOCATE	HEALTHY
22	SABAL PALMS WITH STRANGLER FIG	15" & 60"	REMOVE	PALM UNHEALTHY, FIG JUVENILE
23	SABAL PALM	12"	RELOCATE	HEALTHY
24	SABAL PALM	18"	RELOCATE	HEALTHY
25	MANGO	19"	REMOVE	HEALTHY
26	LIVE OAK	19"	RELOCATE	HEALTHY
27	SABAL PALM	14"	RELOCATE	HEALTHY
28	SABAL PALM	14"	RELOCATE	HEALTHY
29	SABAL PALM	12"	RELOCATE	HEALTHY
30	SABAL PALM	15"	RELOCATE	HEALTHY

-  EXISTING TREE TO REMAIN
-  EXISTING TREE TO BE REMOVED
-  EXISTING TREE TO BE RELOCATED

Tree Disposition Plan



Scale: 1" = 20'-0"



North

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	18-1107
DATE	03-04-20
REVISIONS	03-19-20
	07-02-20
	08-25-20
	10-20-20
	11-23-20
	06-18-21

June 18, 2021 10:00:56 a.m.
Drawing: 18-1107_TDP.DWG

SHEET TDP1 OF 1

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

A1A CORNER PLAZA

North Palm Beach, Florida



SITE PLAN



A1A CORNER PLAZA

North Palm Beach, Florida



RETAIL STORE
4,232 SF

CONVENIENCE STORE 7043
3,109 SF



STATE ROAD ALTERNATE A-1-A

RICHARD ROAD

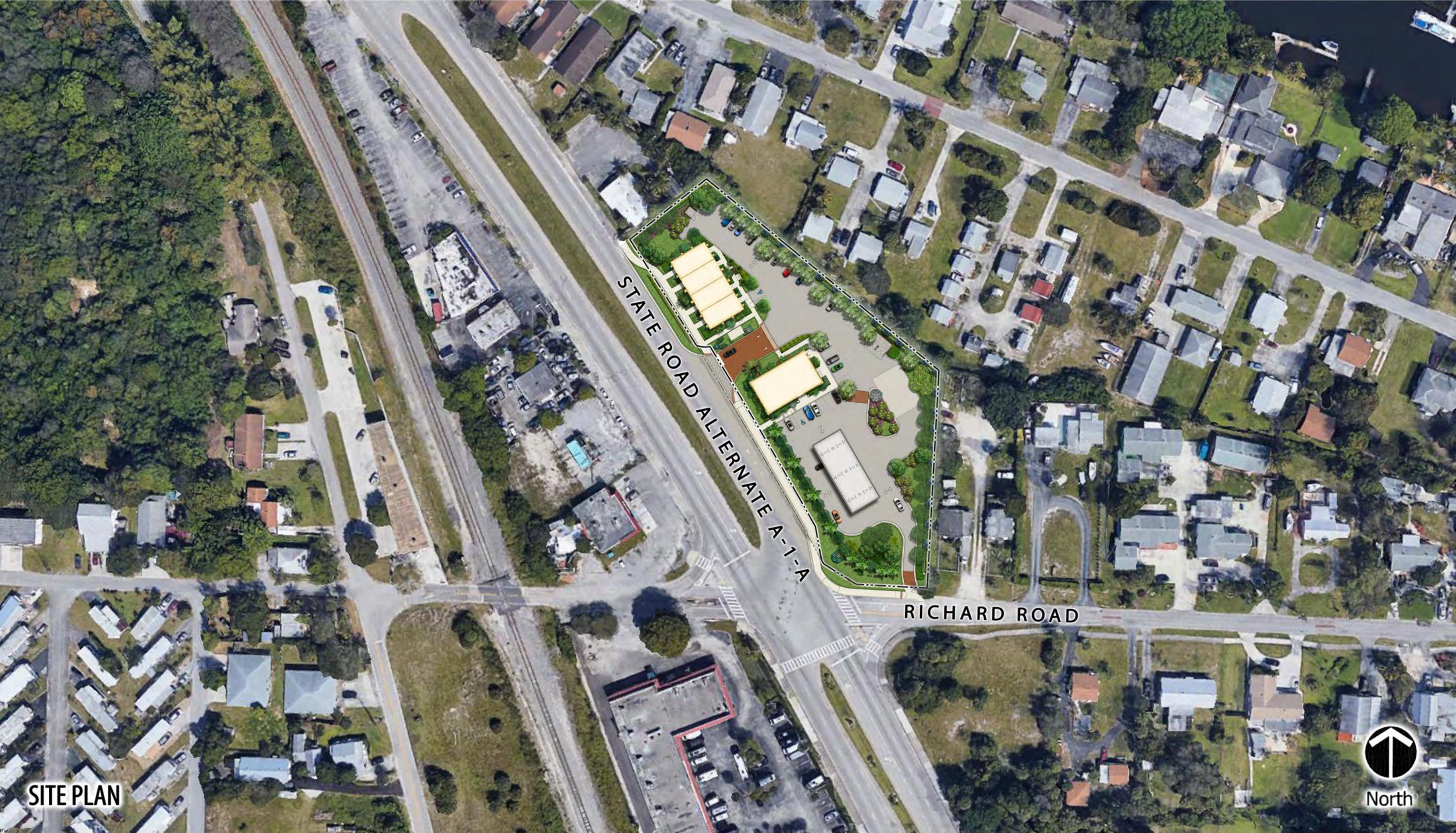
SITE PLAN



North

A1A CORNER PLAZA

North Palm Beach, Florida



STATE ROAD ALTERNATE A-1-A

RICHARD ROAD

SITE PLAN



North

A1A CORNER PLAZA

North Palm Beach, Florida

Lamar Johnson
Collaborative



RICHARD ROAD





CRIME DETERRENCE PROGRAM

*An overview of
7-Eleven stores' program
to provide a safe shopping
and working environment*

7-Eleven is America's neighborhood food store, bringing convenience into the lives of millions. As part of its commitment to the communities it serves and its neighborhood store employees, the company has put in place one of the most comprehensive crime-deterrence programs in the convenience store industry.

7-Eleven developed and implemented its robbery and violence deterrence program in 1975-76, based on research interviews with convicted robbers. The program has been continually reviewed and updated. 7-Eleven's crime-deterrence program is based on four primary components of; visibility into and out of the stores, lighting, effective cash control, and store-personnel training. Additionally, 7-Eleven has installed video surveillance systems in its stores.

“OPERATION ALERT” TRAINING

7-Eleven corporate-store employees and new franchisees participate in a multimedia training program and are supplied with comprehensive resource materials on crime deterrence and violence avoidance.

The program, called “Operation Alert”, includes information on security procedures, proper store maintenance, violence avoidance and recommended behaviors for managing a robbery or other potentially violent encounter.

The training emphasizes the high value the company places on the safety of all 7-Eleven store personnel and customers, and 7-Eleven's no-resistance philosophy toward robbery. At 7-Eleven, the safety of store personnel and customers is more important than protecting the company's money or property during a robbery.

THE “FISHBOWL”

Research indicates that robbers do not like stores that are brightly lit, with store employees and cash registers clearly visible from the street. That is why 7-Eleven puts the cash register in the front of the stores and keeps windows in front of the sales area free of signs and merchandise so police and others can see inside. It's called the “fishbowl” effect because store employees are on display for passers by, including police, to see. As part of a nationwide remodeling program, the company installed even brighter interior and exterior lighting.

TIMED-ACCESS SAFES

Research also shows that keeping less than \$50 in the cash register deters 80 percent of potential robbers. Most robbers say the “risk” is greater than the “take” for that small amount of money.

Under the program, 7-Eleven store employees are instructed to keep no more than \$50 (\$30 at night) in the cash register. Signs inform would-be robbers that less than \$30 is kept in the cash register after dark and that the store employees cannot open the safe. All 7-Eleven stores use a Timed-Access Cash Controller to keep a minimal amount of money in the register yet still serve customers efficiently.

One section of the timed-access safe contains a locked drop-safe where large bills and checks are deposited by the store employee. Another section dispenses change (coins or bills) only at predetermined time intervals.

More Than 30 Years of Research

Store-Personnel Training Programs

Timed-Access Cash Controllers

Bright Lighting Inside and Outside

Safety Programs

Surveillance Camera Systems

Business Knowledge Partners

STATE-OF-THE-ART VIDEO CAMERA SYSTEMS

7-Eleven has spent millions of dollars to install and maintain state-of-the-art video camera systems and alarms in its stores nationwide. The system includes a 24-hour, closed-circuit video camera and a high-resolution color monitor - mounted in clear view of the guests. The alarm system includes fixed and remote-activator devices.

FACTS

The robbery rate at 7-Eleven stores has decreased since 7-Eleven's robbery deterrence program was implemented in 1976.

7-Eleven is recognized in the convenience store industry and by many law enforcement agencies as the first major retailer to institute a formal crime deterrence program nationwide.

7-Eleven's Operation Alert Training Program has been certified/approved in several states.

HISTORY OF 7-ELEVEN'S ROBBERY DETERRENCE PROGRAM

1975 - The Western Behavioral Sciences Institute, in conjunction with 7-Eleven stores, conducted a robbery deterrence study with a grant from the U.S. Department of Justice. In the test stores, robbery deterrence measures recommended by robbers were implemented in order to determine their impact on crime. These steps included training store employees in robbery deterrence, reducing available cash and removing signs from store windows. The result was a 30 percent decrease in robberies in the test stores.

1976 - A six-month follow-up study in Houston indicated the same 30 percent decrease in robberies. The message was that robbers steal for cash, and if stores reduce their cash availability and publicize it, they can deter robberies. The robbery deterrence program - including training for store employee, cash management, additional field staff security managers, posters, signs and decals - was adopted companywide.

1980 - 7-Eleven began installation of timed-access cash controller safes in its stores. This equipment better controlled the security of cash and limited the exposure during a robbery event.

1985 - 7-Eleven supported a survey by Athena of armed robbers in prison. The results indicated robbers still looked for the same things in stores targeted for robbery - cash availability and visibility into and out of the stores.

1991 - One part of a three-part study by the National Association of Convenience Stores showed robbery decreased in the first year after installation of high-resolution, closed-circuit television systems and alarms.

1993 - 7-Eleven began nationwide installation of closed-circuit television systems and alarms in its stores as part of its nationwide remodeling program.

1995 - Athena conducted new research of armed robbers in prison to update its 1985 study, which indicated robbers still looked for the same factors.

1996 - 7-Eleven completed a nationwide installation of closed-circuit television systems and alarms in its stores. The company updated its robbery deterrence/violence avoidance program for store personnel training.

2003 - 7-Eleven supported a survey by Athena of teenage robbers to see if the younger robbers looked at things differently than the adult robbers. The study found that they look at the target and security measures in essentially the same way, with escape route and money being the most important factors.

2004 - The Operation Alert training program was updated including computer-based training for all stores.

2005 - 7-Eleven began installing new safes with high-speed bill acceptors and additional security and accountability features.

2007 - "Operation Alert" training, including visibility, lighting and cash control, was reemphasized in all of its stores.

2012 - "My 7-Eleven" safety poster program launched to educate stores on guest and personnel safety and all about robbery prevention awareness.

2012 - 7-Eleven began its upgrade of the location camera systems with state of the art digital recording and upgraded cameras.

2014 - 7-Eleven launches Remote Video Viewing at all locations by franchisees. This tool allows the franchisee to view their location remotely.

2014 - LawEnforcement@7-11.com was launched with the purpose of providing support to federal, state and local law enforcement agencies across the country. The AP team provides investigative insight, point of sale data and surveillance video as it pertains to any crimes that occur against 7-Eleven, franchisees, store operators, employees or guests while on store property.

Hotline
1-800-555-2620

**THE VILLAGE OF
North Palm Beach**

POLICE DEPARTMENT



MEMORANDUM

DATE: November 24, 2020
 TO: Mayor / Council and Village Manager
 FROM: Rick Jenkins, Police Chief 
 RE: Impact Assessment 7-11 Alternate A1A

Today I learned that more details were available for your review. Sergeant Pearson and I, both CPTED crime prevention practitioners, reviewed the 7-11 security protocols, MOT and operations corporate manual and company ethos. 7-11 has agreed to share any and all video inside or outside the proposed location with the police. I noted that including the Planning Commission process, only three people spoke in opposition to the project and that they all live in unincorporated Palm Beach County, not North Palm Beach. I also feel as a personal matter that it is unlikely the Village will find another entity willing to develop this property beyond 7-11.

Sergeant Pearson and I have examined crime data from the following locations to include nearby dissimilar businesses and similar businesses remote from the proposed 7-11 site, all in the Village. The locations reviewed were:

1. U-Haul on Alternate A1A. (10.5 average calls per year, all felonies, stolen vehicles or failure to return hired vehicles). Normal business hours.
2. Grieco Mazda on Alternate A1A, (2.5 calls average per year with a felony every other year). Normal business hours.
3. Mercedes Benz on Alternate A1A. (Four calls average per year, 1 felony every other year, stolen car). Normal business hours
4. Marathon Gas on US1 North of McClaren rd. (4 calls yearly average, no felonies). Open 24 hours, does sell alcohol.
5. IHOP on US1. (9 calls yearly average. (Primarily suspicious persons or defrauding an innkeeper misdemeanor calls).
6. The old 7-11, 924 US1. Was open 24 hours and did sell alcohol. (Two calls yearly average, 1 misdemeanor shoplifting every 2 years).

Based upon the old 7-11 being open 24 hours and selling alcohol and the current Marathon also being open 24 hours and doing so, I do not oppose the requested hours of operation.

Should the Council choose to restrict alcohol sales to our ordinance hours, I would request that we make the hours decided upon by Council uniform to apply to Marathon as well, which may not be possible retroactively.

Mr. Rubin would need to weigh in on the alcohol sale issue.

Please reach out to me directly with any further requests or clarification.

- **Chapter 3 - ALCOHOLIC BEVERAGES^[1]**

Footnotes:

--- (1) ---

Cross reference— Administration generally, Ch. 2; licenses and miscellaneous business regulations, Ch. 17; zoning regulations relative to location of business for sale of retail sales of alcoholic beverages, App. C, § 45-36(N).

State Law reference— Alcoholic beverages, F.S. § 561.01 et seq.

- **Sec. 3-1. - State law definitions adopted.**

As used in this chapter, the terms defined in F.S. sections 561.01, 563.01, 564.01 and 565.01, shall have the same meanings as indicated in such sections.

- **Sec. 3-2. - Sales restricted; hours of sale.**

It shall be unlawful for any person to sell or serve for consumption on premises or to consume, or to permit the sale or service for consumption on premises of any intoxicating liquors or beverages in any place holding a license from the state, or in any public place within the village, and it shall be unlawful for any person to buy, sell or deliver, or to permit the purchase, sale or delivery of any intoxicating liquors or beverages except beer, ale and wine in sealed containers for consumption off the premises:

(1) Between the hours of 2:00 a.m. and 7:00 a.m. of any day including Sunday except January 1 of any year; or

(2) Between the hours of 5:00 a.m. and 7:00 a.m. on January 1, of each and every year.

(Code 1970, § 3-34; Ord. No. 226-71, § 1, 2-25-71; Ord. No. 8-80, § 1, 4-24-80; Ord. No. 4-96, § 1, 1-25-96)

- **Sec. 3-3. - Consumption on playgrounds and public parks.**

No person shall drink any spirituous, vinous, malt or other intoxicating beverages in or upon any of the following public parks, playgrounds or school grounds within the village: Anchorage Park, Osborne Park, North Palm Beach public school playground, Yacht Club recreation area on Lake Worth.

(Code 1970, § 24-2)

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Director of Community Development

DATE: August 12, 2021

SUBJECT: **ORDINANCE 1ST READING – Establishing a Zoning in Progress for the Construction of Single-Family Homes in the R-1 Single-Family Zoning District**

At the March 2nd Planning Commission meeting, staff gave a presentation about large homes that are being constructed in the Village and options that are 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 code, including a moratorium on tear-downs 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 Village Council Workshop held on May 13, 2021, 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) that would continue to allow redevelopment of residential properties within certain parameters until amendments to the Code can be adopted. Staff then drafted a Zoning in Progress Ordinance and brought it to the Planning Commission on June 8th for input and a recommendation. The Ordinance was brought to Village Council initially on July 8, 2021, but was ultimately tabled, as two council members were absent.

Background:

The discussions before the Planning Commission and Village Council in March, April, May, and June were not the first times in recent years that the character of North Palm Beach's new housing stock was questioned. A major concern identified in the Citizens' Master Plan was to "*make sure the mass of new houses is compatible with adjacent houses*". A high priority task included in the Master Plan is to "*establish regulations for infill single-family that ensure compatibility in the neighborhoods*". Since adoption of the Master Plan, reviewing the Village's residential zoning code has been listed as a high priority task in the Village Council's Strategic Plan.

Based on feedback from the Planning Commission, Village Council, and the community, along with knowledge of best practices in other municipal zoning codes, staff believes there are a myriad of issues to address during the residential code re-write process. However, much like the commercial code re-write, this a substantial undertaking that may take well over a year to complete. The Village is currently in the midst of a significant residential building boom, where smaller homes are being torn down and replaced with much larger homes. Some residents believe these new homes are permanently altering the character of the community. Establishing

a ZIP will allow the Village to temporarily create standards for properties in the R-1 Zoning District, while more comprehensive code revisions are workshopped and evaluated.

Zoning in Progress Ordinance

At the May 13th Village Council Workshop, staff recommended establishing a Zoning in Progress for the R-1 Single Family Zoning District. The Village Council supported the concept and asked staff to draft an ordinance that would limit the mass of two-story homes, create minimum landscaping requirements, and establish a maximum building height. As proposed, the ZIP will allow new construction and renovations to occur within certain parameters while the Village is undergoing the process of creating permanent updates to the R-1 code.

The ZIP is proposed to last six months from the date of adoption, with the possibility of a further six-month extension by Village Council. As proposed, the ZIP Ordinance will establish regulations for three issues that have been identified in the R-1 Zoning District:

A. **Minimum Landscaped Area**-There is currently no minimum required landscaped area or impervious surface restriction in the R-1 Zoning District. The proposed ZIP requires:

-All one-story single-family homes shall have a minimum landscaped area of thirty-five percent (35%)

-All two-story single-family homes shall have a minimum landscaped area of forty percent (40%)

-All single-family homes (both one and two story) shall provide a minimum landscaped area of fifty percent (50%) in the required twenty-five foot (25') front yard setback. Properties with frontage along collector roads (Lighthouse Drive and Prosperity Farms Road) shall provide a minimum landscaped area of forty percent (40%) in the required twenty-five foot (25') front setback. Properties that have an irregular lot shape, meaning a lot which is not close to rectangular or square, and in which the width of the property at the front property line is less than seventy-five (75) feet shall provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-five foot (25') front setback.

For the purposes of this subsection, the term minimum landscaped area shall mean a pervious landscaped area unencumbered by structures, buildings, paved or grass parking lots, sidewalks, pools, decks, or any impervious surface. Landscape material shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark. No landscape material shall be used for parking.

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

B. **Building Height**-The code currently limits homes to a maximum of two-stories, but does not establish a maximum building height in feet. The proposed ZIP requires:

All single-family homes shall be limited to two stories and thirty feet (30') in height.

For the purposes of this subsection, height shall be measured from the average elevation of the existing grade prior to land alteration for properties outside of special flood hazard areas and from the required base flood elevation for properties within special flood hazard areas. Height shall be measured to the highest point of the following:

(1) the coping of a flat roof;

- (2) the average height level between the eaves and roof ridges or peak for gable, hip or gambrel roofs;
- (3) deck lines on a mansard roof; or
- (4) the average height between high and low points for a shed roof. Decorative architectural elements, chimneys, mechanical equipment, non-habitable cupolas, elevator shafts or similar appurtenances shall be excluded from the foregoing height restrictions.

C. Second-story floor area-There are currently no restrictions on the mass of two-story homes. The proposed ZIP requires:

The floor area of the second story of a single-family home shall be limited to seventy-five percent (75%) of the floor area of the first story.

For the purposes of this subsection, floor area shall mean all usable floor space within the exterior walls of a structure and shall include roofed patios or balconies for the second story.

D. Minor deviations- Staff has added a new provision to allow the Community Development Director to approve minor deviations from the criteria set forth in the Ordinance.

The Ordinance provides that the Community Development Director may approve minor deviations to the standard set forth in the Ordinance provided that the proposed residence otherwise meets the general intent of the Ordinance and the deviation does not:

- (1) Exceed the maximum building height by more than five (5) feet;
- (2) Reduce the required minimum landscaped area by more than five percent (5%); and
- (3) Increase the floor area of the second story by more than five percent (5%).

Ad Hoc Committee

Staff is recommending the Village Council create an Ad-Hoc Committee to evaluate code changes during the ZIP. Village Staff and the Ad-Hoc Committee will conduct a series of public meetings to discuss and consider opportunities to improve the Village's R-1 Zoning Code. Ultimately, the Ad-Hoc Committee will create recommended code changes, which will come back before the Planning Commission and Village Council for final adoption in Ordinance form.

Village Staff would like the Ad-Hoc Committee to be appointed at the August 26th meeting, so that code changes can be worked on right away during the ZIP. Staff recommends appointing no more than seven members to the Ad-Hoc Committee. Ideally the Ad-Hoc Committee will be comprised of a cross section of residents with experience in fields such as: building construction, architecture, landscape architecture, planning, real estate, law, and similar fields.

Planning Commission Recommendation

The Planning Commission unanimously recommended approval of the Zoning in Progress as drafted. The Planning Commission previously voted to nominate Chairman Cory Cross as the Planning Commission representative on the Ad-Hoc Committee and to recommend former Commissioner Jake Furlott as a member as well.

Recommendation: Village Staff and the Planning Commission recommend Council consideration and approval of the attached Ordinance establishing a Zoning in Progress for the Construction of Single-Family Homes in the R-1 Single-Family Zoning District.

1
2
3 **ORDINANCE NO. _____**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
5 PALM BEACH, FLORIDA, ESTABLISHING A ZONING IN PROGRESS FOR THE
6 CONSTRUCTION OF SINGLE-FAMILY HOMES IN THE R-1 SINGLE-FAMILY
7 DWELLING ZONING DISTRICT; PROVIDING FOR EXPIRATION AND
8 EXTENSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;
9 AND PROVIDING FOR AN EFFECTIVE DATE.

10 WHEREAS, through the adoption of Resolution No. 2016-73 on October 27, 2016, the Village Council
11 formally adopted “The Village of North Palm Beach Citizens’ Master Plan Report dated October 20,
12 2016” (“Master Plan”) prepared by the Treasure Coast Regional Planning Council, including the
13 recommendations contained therein, as setting forth the guiding principles for future development and
14 redevelopment within the Village; and

15
16 WHEREAS, the Master Plan identified ensuring “the mass of new houses is compatible with adjacent
17 houses” as a major concern and included establishing “regulations for infill single-family that ensure
18 compatibility in the neighborhoods” as a high priority task; and

19
20 WHEREAS, since adoption of the Master Plan, the Village Council has identified review of the
21 Residential Zoning Code as a high priority in its Strategic Plan; and

22
23 WHEREAS, the Village is experiencing a building boom, where smaller homes are being torn down and
24 replaced by larger homes, and while many of the new homes are in scale with the community, a number
25 of residents have raised concerns that larger, massive homes built to the current setbacks are permanently
26 altering the character of the Village; and

27
28 WHEREAS, the common concerns raised about larger homes are too much massing, height, lot coverage
29 and impervious area, together with the lack of architectural character; and

30
31 WHEREAS, to address these issues, the Village Council wishes to create an ad-hoc committee to review
32 and evaluate changes to the zoning regulations for the R-1 Single-Family Dwelling District and to
33 declare a Zoning in Progress that would allow homes to be constructed and renovated within the R-1
34 District subject to certain parameters relating to the height of two-story homes, the massing of the second
35 story and the amount of landscaped open space; and

36
37 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best interests
38 of the residents and citizens of the Village of North Palm Beach.

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

42
43 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

44
45 Section 2. As of the effective date of this Ordinance, all applications for building permits relating to
46 the construction or renovation of single-family homes in the R-1 Single-Family Dwelling Zoning District
47 shall comply with the following requirements:
48

1 A. Minimum landscaped area.

- 2
- 3 (1) All one-story single-family homes shall have a minimum landscaped area of thirty-five
- 4 percent (35%).
- 5
- 6 (2) All two-story single-family homes shall have a minimum landscaped area of forty percent
- 7 (40%).
- 8
- 9 (3) All single-family homes (both one and two story) shall provide a minimum landscaped
- 10 area of fifty percent (50%) in the required twenty-five foot (25') front yard setback.
- 11 Properties with frontage along collector roads (Lighthouse Drive and Prosperity Farms
- 12 Road) shall provide a minimum landscaped area of forty percent (40%) in the required
- 13 twenty-five foot (25') front setback. Properties that have an irregular lot shape, meaning
- 14 a lot which is not close to rectangular or square, and in which the width of the property
- 15 at the front property line is less than required by the underlying zoning district shall
- 16 provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-
- 17 five foot (25') front setback.

18

19 For the purposes of this subsection, the term minimum landscaped area shall mean a pervious

20 landscaped area unencumbered by structures, buildings, paved or grass parking lots, sidewalks,

21 pools, decks, or any impervious surface. Landscape material shall include, but not be limited

22 to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark.

23 No landscape material shall be used for parking.

24

25 With respect to building permits for renovations of existing single-family homes, the minimum

26 landscaped area standards shall apply only to the extent that the proposed scope of work

27 impacts the applicable standard.

28

29 B. Building height

30 All single-family homes shall be limited to two stories and thirty feet (30') in height.

31

32 For the purposes of this subsection, height shall be measured from the average elevation of the

33 existing grade prior to land alteration for properties outside of special flood hazard areas and

34 from the required base flood elevation for properties within special flood hazard areas. Height

35 shall be measured to the highest point of the following:

- 36
- 37
- 38 (1) the coping of a flat roof;
- 39
- 40 (2) the average height level between the eaves and roof ridges or peak for gable, hip or
- 41 gambrel roofs;
- 42
- 43 (3) deck lines on a mansard roof; or
- 44
- 45 (4) the average height between high and low points for a shed roof.

46

47 Decorative architectural elements, chimneys, mechanical equipment, non-habitable cupolas,

48 elevator shafts or similar appurtenances shall be excluded from the foregoing height restrictions.

49

1 C. Second-story floor area

2
3 The floor area of the second story of a single-family home shall be limited to seventy-five percent
4 (75%) of the floor area of the first story.

5
6 For the purposes of this subsection, floor area shall mean all usable floor space within the exterior
7 walls of a structure and shall include roofed patios or balconies for the second story.

8
9 D. Minor deviations

10
11 The Community Development Director may approve minor deviations to the standards set forth
12 in this Ordinance provided that the proposed residence otherwise meets the general intent of this
13 Ordinance and the deviation does not:

- 14
15 1. Exceed the maximum building height by more than five (5) feet;
16
17 2. Reduce the required minimum landscaped area by more than five percent (5%); and
18
19 3. Increase the floor area of the second story by more than five percent (5%).

20
21 Section 3. This Zoning in Progress shall expire six (6) months from its effective date or the date the
22 Village Council formally adopts revisions to the zoning regulations for the R-1 Single-Family Dwelling
23 District, whichever shall first occur. If the Village Council determines that additional time is necessary
24 to review and adopt such revisions, the Village Council may extend the Zoning in Progress by resolution
25 for an additional six (6) month period.

26
27 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
28 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
29 shall not affect the remainder of this Ordinance.

30
31 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
32 herewith are hereby repealed to the extent of such conflict.

33
34 Section 6. This Ordinance shall take effect immediately upon adoption.

35
36 PLACED ON FIRST READING THIS ____ DAY OF _____, 2021.

37
38 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2021.

39
40
41
42 (Village Seal) _____
43 MAYOR

44
45 ATTEST:
46
47 _____
48 VILLAGE CLERK

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4

5

6

VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Jeremy Hubsch, Community Development Director
DATE: August 12, 2021
SUBJECT: **Ordinance 1st Reading** – Old Port Cove South Marina CPUD Amendment

SHM Old Port Cove LLC, the operator of the south marina and Belle's restaurant at Old Port Cove brought forward a request to modify the existing Old Port Cove South Marina Planned Unit Development (PUD) to expand the outdoor seating at Belle's and to introduce a yacht brokerage (Flagler Yachts) into the restaurant building. The request was heard by the Planning Commission on July 13th. Numerous residents of Old Port Cove spoke in opposition to the project and ultimately the Planning Commission unanimously voted to recommend denial of the amendment to the Village Council.

In light of the recommendation for denial, the applicant has modified its request and no longer desires to add the Flagler Yachts office into the restaurant building. However, the applicant is still seeking an expansion of outdoor seating. The public hearing was noticed for August 12th and Staff is requesting that the item be continued to the August 26th Village Council meeting to in order to provide more time to evaluate the revised request.

There is no fiscal impact

Recommendation: Staff recommends that the Village Council adopt a motion continuing the Old Port Cove South Marina CPUD Amendment to the August 26th Village Council Meeting.

Attachments:

1. None

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

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Jeremy Hubsch, Community Development Director
DATE: August 12, 2021
SUBJECT: **Ordinance 1st Reading** – Prosperity Village PUD

The applicant, Prosperity Village Development, LLC, is under contract to purchase the vacant parcel of land located at the SW corner of Allamanda Drive and Prosperity Farms Rd. The request includes a subdivision and preliminary plat approval to develop the property into 12 single family lots. The applicant is also requesting approval of a Planned Unit Development with accompanying waivers relating to the lot size, lot width, building setback, pool setback, and fence height requirements of the Village Code. The gated neighborhood will be subdivided, then lots sold off individually for owners to build within established design regulations.

The item was initially considered by the Planning Commission at its July 13th meeting, but was continued due to drainage and fire access questions. The item went back before the Planning Commission on August 3rd where the project received unanimous approval. The public hearing was noticed for the August 12th Village Council meeting, but since the item was delayed by Planning Commission, staff needs more time to prepare a comprehensive staff report for the Village Council.

There is no fiscal impact

Recommendation: Staff recommends Council adoption of a motion to continue consideration of the Prosperity Village PUD to the August 26th Village Council Meeting.

Attachments:

1. None

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: August 12, 2021

SUBJECT: **RESOLUTION** – Approval of a proposal from Platinum Building Solutions, LLC for the renovation of the golf course restrooms at a cost of \$47,500.00 and authorizing execution of a contract.

Village Staff is requesting Village Council approval of a proposal from Platinum Building Solutions, LLC for the renovation of the golf course restrooms and approval of a contract in the amount of \$48,995.00.

As the Country Club continues to improve in every aspect, the restrooms on the golf course need to be brought up to the Village standards. The proposed improvements include new fixtures, mirrors and grab bars, as well as new walls and flooring. The restrooms included are on holes #3 and #14, and the driving range.

Staff received the following three proposals:

Vendor	Estimated Cost
Stone Home Services, Inc.	\$47,500
RE Anderson Construction, Inc.	48,995
Platinum Building Solutions, LLC.	50,500

While Stone Home Services, Inc. submitted the lowest cost proposal, the principal of that company is a Village employee and the County Code of Ethics prohibits an employee from entering into a Contract with his or her own municipality. While RE Anderson Construction, Inc. submitted the next lowest cost proposal, the company indicated that it accepted four other major jobs and could not commence construction until next year. Platinum Building Solutions, LLC agreed to reduce its price to \$47,500.00 (the amount of the lowest cost proposal), and Staff is recommending execution of a contract with that company.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-34620	Repairs & Maintenance – Building & Grounds	\$47,500
Total				\$47,500

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

Recommendation: Village Staff recommends Council adoption of the attached Resolution accepting the proposal from Platinum Building Solutions, LLC for renovations to the Country Club Golf Course restrooms at a cost of \$47,500.00, with funds expended from Account No. L8045-34620 (R&M – Building & Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM PLATINUM BUILDING SOLUTIONS, LLC FOR THE RENOVATION OF COUNTRY CLUB GOLF COURSE RESTROOMS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for renovations to four restrooms at the Country Club Golf Course; and

WHEREAS, Village Staff recommended accepting a proposal from Platinum Building Solutions, LLC, that matched the lowest cost proposal received from a vendor who was ineligible to perform services for the Village; and

WHEREAS, because the amount of the purchase is between \$5,000 and \$50,000, the Village's purchasing policies require Village Council approval on the consent agenda; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Platinum Building Solutions, LLC for renovations to four restrooms at the Country Club Golf Course at a total cost of \$47,500.00, with funds expended from Account No. L8045-34620 (Golf Course Maintenance – R & M Buildings and Grounds), and authorizes the Mayor and Village Clerk to execute a Contract for such services, 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 _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2021, 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 PLATINUM BUILDING SOLUTIONS, LLC, 601 Heritage Drive, Suite 157, Jupiter, FL 33458, a Florida limited liability company, (hereinafter "CONTRACTOR"), whose F.E.I. Number is 45-2191915.

RECITALS

WHEREAS, the VILLAGE solicited proposals for the renovation of four restrooms at the Country Club Golf Course ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposal 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 Construction Estimate dated July 26, 2021, a copy of which is attached hereto and incorporated herein by reference.
- 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 **Forty-Seven Thousand Five Hundred Dollars and No Cents (\$47,500.00)**.
- 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 **ninety (90) 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. The VILLAGE shall pay the initial payment required by the Proposals referenced in Section 3(A) above upon commencement of the Work. 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. Should any Work fail to comply with this warranty during the warranty period of one (1) year, 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 waive 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 an express 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 belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, 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.

PLATINUM BUILDING SOLUTIONS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DARRYL AUBREY, MAYOR
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



ESTIMATE
Proposal No. 21-072601
Date: 7/26/2021

NPB Country Club Course Restroom Renovations

Platinum Building Solutions, LLC proposes to provide supervision, labor, and material, per the qualifications below, to renovate the interior of the (4) on course restrooms at North Palm Beach Country Club for the price of: ***Forty Seven Thousand Five Hundred Dollars (\$47,500.00)***.

Construction Proposal Qualifications:

This estimate is based on the meeting that took place at the location with the understanding of what the modification of the space will be. This estimate is also based on the following qualifications:

- Remove and replace the existing toilets and sinks and replace with new standard grade fixtures.
- Update the existing mirrors and grab bars to new ADA complaint equipment.
- Cover the existing wood walls with a ¼” backer board and install new standard 6” x 6” tile on all walls
- Install new standard floor tile over the existing concrete floors

Work will be completed in phases completing one bathroom at a time.

EXCLUSIONS

Construction plans, permitting and governmental fees, and any external work or work not specifically mentioned above is excluded.

Thank you for the opportunity to provide a proposal on your project. Please note this proposal is based on contracting using a standard form agreement between Contractor and Owner with periodic progress payments. Please do not hesitate to contact us to discuss this proposal further.

Platinum Building Solutions, LLC

601 Heritage Drive, Suite 157 • Jupiter, FL • 33458
Phone: 772.919.1412 • Fax: 561.658.2278 • CBC 1258240

**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: August 12, 2021

SUBJECT: **RESOLUTION** – Approval of Resolutions required by Huntington National Bank (formerly TCF National Bank) for the Lease of 80 GPS Equipped Golf Carts, a Utility Hauler, a Shuttle and a Beverage Cart for the North Palm Beach Country Club

Through the adoption of Resolution No. 2021-40 on May 31, 2021, the Village Council accepted a proposal submitted by E-Z-GO, a division of Textron, Inc., for the lease of eighty (80) golf carts equipped with GPS, one utility hauler, one shuttle and one beverage cart pursuant to pricing established in an existing National Purchasing Alliance/Omnia Partners, Public Sector Contract. The total cost to the Village over the thirty-six (36) month lease term is \$507,172.52. Resolution No. 2021-40 further authorized the Village Manager to execute the Lease Agreements and all related documents necessary to effectuate the transaction, subject to review and approval as to form and legal sufficiency by the Village Attorney.

This office has completed its review of (and revisions to) the Master Lease Agreement. The Bank has divided the transaction into four Separate Equipment Schedules to the Master Lease Agreement:

1. Seventy-four (74) 2022 E-Z-GO RXV Elite Golf Cars;
2. Eighty (80) TFM 10EX GPS Units;
3. Six (6) 2022 E-Z-GO RXV Elite Freedom Golf Cars; and
4. One (1) 2022 Cushman Shuttle 6, one (1) 2022 Cushman Refresher Oasis and one (1) 2022 Cushman Hauler 800X G.

For each of the four Equipment Schedules to the Master Lease Agreement, the Bank is requiring a separate Resolution with very specific language to effectuate the transaction. The four proposed Resolutions are attached, along with copies of the final Lease Documents and a copy of Resolution No. 2021-40.

There is no additional fiscal impact over and above the amount previously approved by the Village Council through the adoption of Resolution No. 2021-40.

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolutions required by Huntington National Bank (formerly TCF National Bank) to effectuate the lease of the eighty GPS equipped golf carts, the shuttle, the beverage cart, and the hauler previously approved by the Village Council through the adoption of Resolution No. 2021-40.

RESOLUTION 2021-_____

LEASE No. 008-0843032-100

Dated as of June 4, 2021

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 008-0843032-100 DATED JUNE 4, 2021 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408 AND TCF NATIONAL BANK, 111 WEST SAN MARNAN DRIVE, SUITE A2 WEST, WATERLOO, IA 50701-8926 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering in lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

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

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this

Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2021-_____

LEASE No. 008-0843032-300

Dated as of June 4, 2021

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 008-0843032-300 DATED JUNE 4, 2021 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408 AND TCF NATIONAL BANK, 111 WEST SAN MARNAN DRIVE, SUITE A2 WEST, WATERLOO, IA 50701-8926 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering in lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

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

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this

Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2021-_____

LEASE No. 008-0843032-101

Dated as of July 28, 2021

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 008-0843032-101 DATED JULY 28, 2021 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408 AND TCF NATIONAL BANK, 111 WEST SAN MARNAN DRIVE, SUITE A2 WEST, WATERLOO, IA 50701-8926 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering in lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

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

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this

Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2021-_____

LEASE No. 008-0843032-102

Dated as of August 4, 2021

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 008-0843032-102 DATED AUGUST 4, 2021 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BOULEVARD, SUITE 801, MINNETONKA, MN 55305 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering in lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

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

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates

and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2021-40

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM E-Z-GO, A DIVISION OF TEXTRON, INC., FOR THE LEASE OF EIGHTY GPS EQUIPPED GOLF CARTS , ONE UTILITY HAULER, ONE SHUTTLE AND ONE BEVERAGE CART PURSUANT TO PRICING ESTABLISHED IN AN EXISTING NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (N/K/A OMNIA PARTNERS, PUBLIC SECTOR) CONTRACT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY LEASE AGREEMENTS AND RELATED DOCUMENTS IN ACCORDANCE WITH THE TERMS OF THE PROPOSAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting a proposal from E-Z-GO, a division of Textron, Inc., for the lease of eighty (80) 2022 RXV ELITE Lithium golf carts equipped with GPS, one (1) utility hauler, one (1) shuttle and one (1) beverage cart pursuant to pricing established in an existing National Purchasing Alliance/Omnia Partners, Public Sector Contract (No. R161101); and

WHEREAS, the proposal is for a lease term of thirty-six (36) months, and the Village Council wishes to accept the E-Z-GO proposal and authorize the Village Manager to execute the necessary lease agreements and related documents; and

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

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

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

Section 2. The Village Council hereby accepts the proposal submitted by E-Z-GO, a division of Textron, Inc., for the lease of eighty (80) 2022 RXV ELITE golf carts equipped with GPS, one (1) utility hauler, one (1) shuttle and one (1) beverage cart for a term of thirty-six (36) months pursuant to pricing established in an existing National Purchasing Alliance/Omnia Partners, Public Sector Contract (No. R161101) at a an annual cost of \$169,059.84 (and a total cost over thirty-six months of \$507,179.52), with funds expended from Account No. L8046-33491 (Golf Department – Contractual Services).

Section 3. Subject to review and approval as to form and legal sufficiency by the Village Attorney, the Village Council further authorizes the Village Manager to execute lease agreements with and all related documents necessary to effectuate the transaction.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS 13TH DAY OF MAY, 2021.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

Terms and Conditions for Returning Vehicles or Trade-Ins

Lessee agrees to accept sole responsibility for any loss or damage to its returned cars beyond normal wear and tear. The returned cars must meet the following conditions:

- All cars must be free of all liens and encumbrances.
- All cars must be capable of running at least 9 holes of golf.
- All cars must be capable of starting, stopping and steering properly.
- All cars must be the same quantity and year model as originally evaluated.
- All cars must have a working charger.
- All cars must be absent of any major cosmetic or mechanical damage.
- All cars must have four serviceable tires that retain proper air pressure.
- All batteries must be free of corrosion, and properly filled with water.

Returned cars are subject to inspection and **Lessee** agrees to pay the following charges should damages be found:

- Severely Damaged or Missing Chargers - \$200.00 per charger
- Inoperable Cars (i.e. unable to start, stop or steer properly) - \$300.00 per car
- Minor Damage (i.e. Damage to Bodies, Bumpers or Seats) - \$300.00 per car
- Major Damage (i.e. Frame Damage, Wrecked Cars, Blown Engines) - \$800.00 per car

Accepted By:

Lessee
By: [Signature]
Title: VILLAGE MANAGER
Date: May 20, 2021

E-Z-GO
By: [Signature]
Title: Territory Sales Manager, SF
Date: 5-13-2021



Amendment to Contract and Related Documents (The Huntington National Bank Merger)

The "Contract": Master Agreement Number 843032L Dated June 4, 2021	Date: July 27, 2021
"Lessee"	
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408	
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract, together with all documents and agreements related thereto, including, without limitation, all lease schedules (the "Contract Documents") are hereby amended as follows:

1. Lessor and Lessee hereby agree that the Contract Documents are amended to replace all references therein to TCF Equipment Finance, Inc., TCF Equipment Finance, a division of TCF National Bank, or TCF National Bank with The Huntington National Bank.
2. Section 7 of the Contract is amended by adding the following new sentence at the end thereof to read in its entirety as follows:

"Nothing set forth herein shall operate as a waiver of 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."
3. Section 9 of the Contract is amended by amending and restating the subsection (a) thereof to read as follows:

"(a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and".
4. Except as specifically amended herein, all of the terms and conditions of the Contract Documents shall remain in full force and effect and are hereby ratified and affirmed. This Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the parties under the Contract Documents.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor: TCF National Bank	By: _____	Title: _____
Lessee: Village of North Palm Beach dba North Palm Beach Country Club	By: _____	Andrew D. Lukasik, Village Manager



The "Master Lease": Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408	
Fax:(561) 848-9698	E-mail: finance@village-npb.org
"Lessor"	
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail: customerservice@financediv.com

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment for each Schedule has been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the Initial Term (or, if no rate is quoted for a particular maturity, a rate will be interpolated by Lessor based on similar maturities), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date that the final item of Equipment under a Schedule is accepted is more than the Swap Rate as of the date of the applicable Schedule, Lessor may increase the Rent Payment accordingly, and Lessee hereby agrees to sign an amendment reflecting such increase by no later than the Commencement Date of Schedule. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any

person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. Return Condition

Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed

against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable

appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY).** At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING**

RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any document or agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents.

Lessor: TCF National Bank

By: _____

Title: _____

Lessee: Village of North Palm Beach dba North Palm Beach Country Club

By: _____

Andrew D. Lukasik, Village Manager



Now part of
The Huntington National Bank

Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0843032-100 Dated June 4, 2021 to Master Lease Number 843032L Dated June 4, 2021
"Lessee"
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
Contact: Allan Bowman Phone: (561) 841-3360
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 36 Months	Rent Payment Period Monthly	Each Rent Payment \$8,880.00 plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A
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EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(74) 2022 E-Z-GO RXV ELITE Golf Cars together with all attachments and accessories therto	951 U.S. Highway One, North Palm Beach, FL 33408

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF National Bank	By: _____	Title: _____
Lessee: Village of North Palm Beach dba North Palm Beach Country Club	By: _____	Andrew D. Lukasik, Village Manager



FLORIDA ADDENDUM
TO MASTER LEASE NO. 008-0843032-100 DATED AS OF June 4, 2021

LESSOR: TCF National Bank

LESSEE: Village of North Palm Beach

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Master Lease No. 008-0843032-100 (together with all Exhibits and Attachments and this Addendum, the "Master Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Master Lease and that the following changes and additions shall be made to the Master Lease:

1. Section 3 of the Master Lease is hereby amended by adding the following sentence to the end of said Section:

Lessor and Lessee understand and intend that Lessee's obligation to pay Rent Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of Lessee's ad valorem tax revenues, funds or moneys. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rent Payments cannot be compelled.

2. IF LESSEE IS A COUNTY, Lessee represents and covenants that (a) if the Initial Term with respect to any Lease is greater than five years, Rent Payments under such Lease will be payable from sources other than ad valorem taxes, and (b) each Lease has been approved by Lessee's Board of County Commissioners prior to the Commencement Date of such Lease.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Master Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: TCF National Bank By: _____ Title: _____
Lessee: Village of North Palm Beach dba North Palm Beach Country Club By: _____ Andrew D. Lukasik, Village Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Village of North Palm Beach
951 U.S. Highway One,
North Palm Beach, FL 33408

Lessor: TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0843032-100, dated as of June 4, 2021, by and between Village of North Palm Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution 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 and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0843032-100
DATED AS OF JUNE 4, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0843032-100** dated **June 4, 2021** (the "Lease"), between **Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408** and **TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, Village of North Palm Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Village of North Palm Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20__.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



**CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0843032-100
DATED AS OF June 4, 2021**

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Village of North Palm Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20__.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Now part of
The Huntington National Bank

Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	Marisa Meyers
Company		Phone	(319) 226-1754
Fax		Email	mmeyers@financediv.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	July 28, 2021

Message:

Our mutual customer, Village of North Palm Beach, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$497,159.38 or ACV <ul style="list-style-type: none"> ➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (74) 2022 E-Z-GO RXV ELiTE Golf Cars together with all attachments and accessories therto Or reference: "Leased Equipment on HNB Contract Number 008-0843032-100", if the description is too long
4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com. Thank you!

Marisa Meyers

Equipment Finance Sales Coordinator – Team Lead

The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.



"Lessee"
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0843032-100 dated June 4, 2021 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Village of North Palm Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0843032-300 Dated June 4, 2021 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408	
Contact: Allan Bowman	Phone: (561) 841-3360
"Lessor"	
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 36 Months	Rent Payment Period Monthly	Each Rent Payment \$3,600.00 plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(80) TFM 10EX GPS Units together with all attachments and accessories thereto	951 U.S. Highway One, North Palm Beach, FL 33408

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF National Bank

By: _____

Title: _____

Lessee: Village of North Palm Beach

By: _____

Andrew D. Lukasik, Village
Manger

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Village of North Palm Beach
951 U.S. Highway One,
North Palm Beach, FL 33408

Lessor: TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 008-0843032-300, dated as of June 4, 2021, by and between Village of North Palm Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution 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 and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0843032-300
DATED AS OF JUNE 4, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0843032-300** dated **June 4, 2021** (the "Lease"), between **Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408** and **TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, Village of North Palm Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Village of North Palm Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0843032-300
DATED AS OF June 4, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Village of North Palm Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	Marisa Meyers
Company		Fax	(866) 465-3149
Fax		Phone	(319) 226-1754 x
Phone		Email	mmeyers@financediv.com
Subject	INSURANCE CERTIFICATE REQUEST	Date	June 4, 2021

Message:

Our mutual customer, Village of North Palm Beach, is leasing equipment through TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$122,024.00 or ACV <ul style="list-style-type: none"> ➢ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➢ Policy Number ➢ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (80) TFM 10EX GPS Units together with all attachments and accessories thereto Or reference: “Leased Equipment on TCF Contract Number 008-0843032-300”, if the description is too long
4. TCF National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers

Lead Sales Support Specialist

TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

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"Lessee"
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 008-0843032-300 dated June 4, 2021 (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Village of North Palm Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Now part of
The Huntington National Bank

Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0843032-101 Dated July 28, 2021 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408	
Contact: Allan Bowman	Phone: (561) 841-3360
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 36 Months	Rent Payment Period Monthly	Each Rent Payment \$720.00 plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(6) 2022 E-Z-GO RXV ELITE Freedom Golf Cars together with all attachments and accessories thereto	951 U.S. Highway One, North Palm Beach, FL 33408

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: Village of North Palm Beach

By: _____

Andrew D. Lukasik, Village
Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Village of North Palm Beach
951 U.S. Highway One,
North Palm Beach, FL 33408

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Contract 008-0843032-101, dated as of July 28, 2021, by and between Village of North Palm Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution 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 and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0843032-101
DATED AS OF JULY 28, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0843032-101** dated **July 28, 2021** (the "Lease"), between **Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, Village of North Palm Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Village of North Palm Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



Now part of
The Huntington National Bank

CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0843032-101
DATED AS OF July 28, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Village of North Palm Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20_____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



New part of
The Huntington National Bank

Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	Marisa Meyers
Company		Phone	(319) 226-1754
Fax		Email	mmeyers@financediv.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	July 28, 2021

Message:

Our mutual customer, Village of North Palm Beach, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$40,310.22 or ACV <ul style="list-style-type: none"> ➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (6) 2022 E-Z-GO RXV ELiTE Freedom Golf Cars together with all attachments and accessories thereto Or reference: “Leased Equipment on HNB Contract Number 008-0843032-101”, if the description is too long
4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com. Thank you!

Marisa Meyers

Equipment Finance Sales Coordinator – Team Lead

The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.



"Lessee"
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Delivery and Acceptance agreement attached to and made a part of Lease **008-0843032-101** dated **July 28, 2021** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Village of North Palm Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.



Now part of
The Huntington National Bank

Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0843032-102 Dated August 4, 2021 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408	
Contact: Allan Bowman	Phone: (561) 841-3360
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease") and, together with this Schedule, this "Lease". All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 36 Months	Rent Payment Period Monthly	Each Rent Payment \$888.32 plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(1) 2022 Cushman Shuttle 6, (1) 2022 Cushman Refresher Oasis and (1) 2022 Cushman Hauler 800X G together with all attachments and accessories thereto	951 U.S. Highway One, North Palm Beach, FL 33408

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: Village of North Palm Beach

By: _____

Andrew D. Lukasik, Village
Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Village of North Palm Beach
951 U.S. Highway One,
North Palm Beach, FL 33408

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Contract 008-0843032-102, dated as of August 4, 2021, by and between Village of North Palm Beach and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution 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 and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION
LEASE NO. 008-0843032-102
DATED AS OF AUGUST 4, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0843032-102** dated **August 4, 2021** (the "Lease"), between **Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, Village of North Palm Beach, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Village of North Palm Beach:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20__.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



Now part of
The Huntington National Bank

CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0843032-102
DATED AS OF August 4, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Village of North Palm Beach (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Now part of
The Huntington National Bank

Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	Marisa Meyers
Company		Phone	(319) 226-1754
Fax		Email	mmeyers@financediv.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	August 4, 2021

Message:

Our mutual customer, Village of North Palm Beach, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED: Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
2. COVERAGES: <ul style="list-style-type: none"> • Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date • Property Damage – Cost: \$35,354.92 or ACV <ul style="list-style-type: none"> ➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost) ➤ Policy Number ➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: (1) 2022 Cushman Shuttle 6, (1) 2022 Cushman Refresher Oasis and (1) 2022 Cushman Hauler 800X G together with all attachments and accessories thereto Or reference: “Leased Equipment on HNB Contract Number 008-0843032-102”, if the description is too long
4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com. Thank you!

Marisa Meyers

Equipment Finance Sales Coordinator – Team Lead

The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

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Now part of
The Huntington National Bank

Delivery and Acceptance

“Lessee”
Village of North Palm Beach, 951 U.S. Highway One, North Palm Beach, FL 33408
“Lessor”
The Huntington National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Delivery and Acceptance agreement attached to and made a part of Lease 008-0843032-102 dated August 4, 2021 (the "Lease").

This Certificate relates to the Equipment (the “Equipment”) that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee’s right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Village of North Palm Beach

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

**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: August 12, 2021

SUBJECT: **RESOLUTION** – Interlocal Agreement with the Palm Beach County School Board for the Use of Facilities.

The Village and The Conservatory School (TCS) occasionally benefit from the use of one another's facilities. The Village, for instance, used TCS building to conduct its public charette process during the development of the Citizens' Master Plan.

In recent years, TCS has expressed interested in securing nearby athletic facilities for its students to participate in competitive sports. The attached Interlocal Agreement will allow this to occur and establishes expectations for both parties.

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

There is no financial impact associated with this Agreement.

Recommendation:

Village Staff requests Council consideration and adoption of the attached resolution approving an Interlocal Agreement with the Palm Beach County School Board for the Use of Facilities and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA FOR THE RECIPROCAL USE OF FACILITIES BY THE VILLAGE AND THE CONSERVATORY SCHOOL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village and the School Board wish to enter into an Interlocal Agreement to provide for the use of the Village's parks and recreation facilities by the The Conservatory School and the use of the The Conservatory's facilities by the Village and set forth the terms and conditions of such use; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the health, safety and welfare 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 and are incorporated herein.

Section 2. The Village Council hereby approves an Interlocal Agreement with the School Board of Palm Beach County, Florida, for the use of the Village's facilities by The Conservatory School and the use of the The Conservatory School's facilities by the Village, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF NORTH PALM BEACH
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE USE OF FACILITIES**

This Interlocal Agreement is made this _____ day of _____, 2021, between the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Village and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the parties recognize that The Conservatory School at North Palm Beach ("School") specially benefits from the longstanding positive relationship with the Village and the ability to use Village facilities for The Conservatory School's activities and programs; and

WHEREAS, Board would like to use the Village's parks and recreation facilities for school related activities and programs when not in use by the Village; and

WHEREAS, the Village desires to assist the Board in its efforts to provide world-class programs and offerings to our students;

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and Village to utilize each other's facilities.

3. Definitions.

A. The term "Board Facility" shall mean the parking lots, cafeteria, and playgrounds located at The Conservatory School at North Palm Beach.

B. "Village Facilities" and "Village Facility" mean facilities owned or operated by the Village that are made available for public use by the Village and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Village Facilities" and "Village Facility" shall mean Anchorage Park, Osborne Park, North Palm Beach Community Center (F.K.A. Delacorte Park) and the athletic fields at any of these parks.

C. "Facilities" means the Board Facility and Village Facilities.

D. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility.

For Board Facilities, the Priority of Use shall be as follows:

1. Board activities and programs or Board facility lease agreements;
- and
2. Village programs pursuant to this Agreement.

For Village Facilities, the Priority of Use shall be as follows:

1. Village activities and programs or Village facility rental agreements;
- and
2. Board activities and programs pursuant to this Agreement.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facility available for use by the Village according to the Priority of Use at no cost or expense to the Village, except as otherwise provided for in this Agreement. The Village's use of the Board Facility shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "B" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the Village Manager or his or her designee without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations

pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The Village agrees to make available the Village Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement.

The Board's use of the Village Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Village's rules, regulations and policies governing the use of the Village's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Village Facilities; and (iv) all applicable local, state and federal laws.

C. The Board and Village-represent and warrant that they shall be responsible for monitoring and complying with all CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event period. This includes, but is not limited to regulations and guidelines related to cleaning and disinfecting during the event, promoting efforts that reduce the spread of COVID-19, providing healthy environments for all persons attending or participating in the event, protecting communal spaces and arranging for food service. Neither the School Board nor the Village shall be responsible for any costs associated with the other party's duty to comply with COVID-19 regulations and guidelines as mandated by the terms of this Agreement. Additionally, neither the School Board nor the Village shall be responsible for monitoring or enforcing the other party's compliance with CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event. Each party shall be responsible for any claims, expenses, liabilities, losses or damages resulting from that party's failure to comply with CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event or as a result of a breach of the terms of this Agreement.

D. The Village shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "A" to the Principal of the School or his or her designee no less than thirty (30) days prior to the date that the Village desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the Village within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Board reserves the right to deny use of the Board Facility if that particular Board Facility has been selected to remain closed during the summer.

E. The Board shall submit all requests for use of the Village Facilities in writing on the form attached hereto as Exhibit "A" to the Village Manager or his or her designee, no less than thirty (30) days prior to the date that the Board desires to use the Village Facility. The Village shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

The Village reserves the right to deny use of the Village Facility if that particular Village Facility has been selected to close for renovations or maintenance.

F. Notwithstanding the requirements set forth in Paragraphs 4.D. and 4.E. above, in the event that a need to use a Facility arises less than thirty (30) days prior to the date the Village or Board Facility is needed, the Village or Board, as applicable, will use reasonable efforts to expedite the review of and accommodate such request to the extent practicable under the circumstances.

G. The Board and Village acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and Village agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

H. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

I. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities.

J. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

K. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

L. The Village may use a Board Facility or other Board-owned and controlled facility for a one-time Village meeting or annual Village-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Village's other uses of the Board Facilities set forth in this Agreement.

M. The Board may use a Village Facility or other Village-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with prior written authorization from the Village Manager or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Board's other uses of the Village Facilities set forth in this Agreement.

N. Notwithstanding any provision of this Agreement to the contrary, the Board shall not be obligated to make the Board Facility available for use for summer camps, tournaments, travel team practices or games or any events where admission, vendor fees and or charges will be collected or imposed by the Village. These events shall require the parties to enter into a lease for use of the Board Facility and the payment of all fees, all in accordance with Board Policy 7.18.

5. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

6. Dispute Resolution.

In the event an issue arises which cannot be resolved between the School's Principal and the Village's Director of Leisure Services or his or her designee regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the Village Manager who shall both make a good faith effort to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation.

7. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party. The parties shall accept the Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party.

8. License.

Notwithstanding any provision of this Agreement to the contrary, the use of the Facilities by either of the parties shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party any title, interest or estate in the Facilities.

9. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

10. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Paragraph 9 above.

11. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

12. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO Village:

Village of North Palm Beach
ATTN: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

IF TO BOARD:

Planning and Intergovernmental Relations
ATTN: Director
3661 Interstate Park Road N, Suite 200
Riviera Beach, FL 33404

13. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, each party shall be responsible for their own attorney's fees and costs incurred.

14. Subordination to Bond and Grant Obligations

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

15. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

16. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

17. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

19. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

20. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

22. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

23. Filing.

A copy of this Agreement shall be recorded with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

24. Effective Date/Term.

This Agreement shall become effective when signed by both parties, and recorded with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the Agreement to the other party pursuant to Paragraph 10.

25. Prohibition Against Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on Village or School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about Village or School Board-owned property. Violation of this provision by any person associated with the Village shall be just cause for termination of the Village's privilege to use any Board Facility in the future.

26. Inspector General.

The Village agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the Village with regard to this Agreement. The Village employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for

the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the Village understands, acknowledges and agrees to abide by School Board Policy 1.092.

Similarly, in accordance with Palm Beach County ordinance number 2011-009, the School Board acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The School Board has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

27. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Village and/or Board.

28. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others' use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

29. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

30. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

31. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

32. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

33. Each Person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

**VILLAGE OF NORTH PALM BEACH
FLORIDA**

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Darryl Aubrey, Mayor

By: _____
Frank A. Barbieri, Jr., Esq., Chairman

ATTEST:

ATTEST:

Jessica Green
Village Clerk

Michael J. Burke
Superintendent

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Village Attorney

School Board Attorney

Village Council Meeting Date

School Board Meeting Date

EXHIBIT "A"

The Village of North Palm Beach and The School Board of Palm Beach County INTER-LOCAL FACILITY REQUEST FORM

Date Contact Person School Name (if applicable)

Phone Number Fax Number Other Contact Number

Address Village State/ZIP

FACILITY REQUEST:

Choice #1 Choice #2

Activity Age Group

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____

Time(s): From: _____ am/pm To: _____ am/pm

New Request

Repeat Request:

Date and location of previous use: _____

Other pertinent information (as necessary): _____

 Requesting Principal Date

Director of Recreation Services
.....

Approve Disapprove

Reason if disapproved: _____

 Principal Date

Director of Recreation Services

EXHIBIT "B"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facility available for use by the Village according to the Priority of Use, at no cost to the Village and in accordance with the following maximum operational hours for indoor and outdoor Board Facilities

When School is in session:

Weekdays (Mon thru Fri) School Parking Lots, Cafeteria, and Playgrounds
From the close of school Aftercare until 9:30 pm

Saturdays: School Parking Lots
Cafeteria upon Request
From 8:00 am to 9:30 pm

Sundays: School Parking Lots
Cafeteria upon Request
From 8:00 am to 1:00 pm

When School is out of session (Summer Break and Spring Break):

Weekdays (Monday through Thursday): School Parking Lots
From 8:00 am until 9:30 pm

Fridays, Saturdays, Sundays: Closed

School Holidays and Winter Break:

The Board Facility will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving. The Board Facility will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Village Manager or his or her designee.

Village of North Palm Beach Hours of Operation

Village agrees to make facilities available for use by the Board according to the Priority of Use, at no cost to the Board and in accordance with the maximum operational hours for indoor and outdoor Village's facilities.

Village will make the Park facilities available for use by the School Board during normal hours of operation, as posted on the Village website.

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Village Manager or his or her designee.

**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: August 12, 2021

SUBJECT: **RESOLUTION** – Adoption of Equivalent Residential Unit (ERU) Rate for the annual Stormwater Management Utility Assessment

Through the adoption of Ordinance No. 2021-09 on July 8, 2021, the Village Council established a Stormwater Management Utility and Stormwater Management Utility Fund. The Ordinance, codified in Chapter 30 of the Village Code, also provided for the adoption of annual Stormwater Management Utility Assessments.

Section 30-6(c) of the Village Code of Ordinance establishes the rate for the Stormwater Management Utility Assessment as follows:

Type of Land Use	Monthly Rate	Annual Rate
Single-family Residential	(1.00 ERU) x (per ERU rate ¹)	(1.00 ERU) x (per ERU rate) x 12
Condominium	(0.22 ERU per residential unit) x (per ERU rate)	(0.22 ERU per residential unit) x (per ERU rate) x 12
Multifamily Residential	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12
Nonresidential	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12

Section 30-6 of the Village Code further requires the Village Council to adopt the ERU Rate by separate Resolution.

The attached Resolution establishes the ERU Rate at \$7.78. Applying the formula to the various land use types within the Village, this ERU Rate will generate annual total revenue in the amount of

\$519,419.00. As previously discussed with Council, the Level of Service provided by the Stormwater Utility includes:

- Stormwater system videoing and cleaning of the system within five years.
- Emergency repairs
- Fifteen-year rehabilitation and maintenance to address the findings from video/cleaning, assuming that:
 - Twenty percent of the system will need manhole to manhole slip lining
 - Five percent of the system will need to be replaced.

The Village Council will adopt the final assessment roll for the Stormwater Utility Assessments on September 8, 2021.

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolution adopting an Equivalent Residential Unit (ERU) Rate for the annual Stormwater Management Utility Assessment as required by Section 30-6 of the Village Code of Ordinances.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AN EQUIVALENT RESIDENTIAL UNIT (ERU) RATE FOR DETERMINING THE ANNUAL STORMWATER UTILITY ASSESSMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance 2021-09 on July 8, 2021, the Village Council established a Stormwater Management Utility and a Stormwater Management Utility Fund and provided for the adoption of annual Stormwater Management Utility Assessments; and

WHEREAS, pursuant to Section 30-6 of the Village Code, annual Stormwater Management Utility Assessments are based on a formula depending on the type of land use; and

WHEREAS, the formula for each land use type requires the Village Council to establish an Equivalent Residential Unit (ERU) Rate to be adopted by separate Resolution of the Village Council; and

WHEREAS, the Village Council wishes to establish the ERU Rate for Stormwater Management Utility Assessments and 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. Pursuant to Section 30-6 of the Village Code of Ordinances, the Village Council hereby establishes an Equivalent Residential Unit Rate of \$7.78 for determining the annual Stormwater Management Utility Assessment.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 12, 2021

SUBJECT: **RESOLUTION** – Disclaiming Village's interest in a drainage easement in favor of Palm Beach County located on a vacant parcel of real property on the west side of Prosperity Farms Road and south of Allamanda Drive

The Village received a request from Prosperity Village, LLC, the owner of three parcels of property located on the west side of Prosperity Farms Road south of Allamanda Drive to disclaim the Village's interest in a Drainage Easement located on one of the vacant parcels. The site is the location of the proposed Prosperity Village PUD.

One of the parcels is encumbered by a fifty-foot (50') wide Drainage Easement running parallel to Prosperity Farms Road (copies of the easement and the survey are included in the back up materials). The easement runs in favor of Palm Beach County, which owns the roadway. It is believed that this easement historically ran along the entire western border of Prosperity Farms Road; however, all other portions of the easement have already been abandoned. The easement is not utilized by the Village or any other utility provider, and the Northern Palm Beach County Improvement District has already indicated that it has no objection to abandonment of the easement.

The property owner has filed a formal request with Palm Beach County to abandon the easement. However, Palm Beach County's abandonment procedures require that if the easement is located within the corporate limits of a municipality, the municipality must first disclaim any interest in the easement by Resolution prior to formal abandonment by the County. The attached Resolution disclaims any interest the Village may have in the Drainage Easement.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution disclaiming the Village's interest in a Drainage Easement in favor of Palm Beach County located on a vacant parcel of real property on the west side of Prosperity Farms Road south of Allamanda Drive within the Village's corporate limits.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DISCLAIMING THE VILLAGE'S INTEREST IN A DRAINAGE EASEMENT IN FAVOR OF PALM BEACH COUNTY ENCUMBERING A VACANT PARCEL OF REAL PROPERTY LOCATED ON THE WEST SIDE OF PROSPERITY FARMS ROAD SOUTH OF ALLAMANDA DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Prosperity Village Development, LLC ("Owner") has requested that the Village disclaim any interest in a Drainage Easement held in favor of Palm Beach County located on the west side of Prosperity Farms Road south of Allamanda Drive, as depicted on a Survey prepared by Lidberg Land Surveying, Inc. dated April 10, 2021 ("Property"), a copy of which is attached hereto and incorporated herein; and

WHEREAS, Parcel 2, as depicted on the Survey, is encumbered by a fifty-foot-wide Drainage Easement in favor of Palm Beach County as recorded in Official Record Book 6136, Page 315 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Owner is seeking abandonment of the Drainage Easement, and Palm Beach County's easement abandonment procedures require that where the easement is located within the corporate limits of a municipality, the municipality shall first disclaim its interest in the easement by resolution; and

WHEREAS, the Village Council wishes to abandon and disclaim the Village's interest, if any, in the Drainage Easement located on the Property within the Village's corporate limits.

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 releases, vacates, abandons, discontinues, renounces and disclaims all rights of the Village in the fifty-foot-wide Drainage Easement encumbering Parcel 2 as depicted on the Survey attached hereto and incorporated herein.

Section 3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**SPECIFIC PURPOSE SURVEY
PREPARED FOR:
PROSPERITY VILLAGE DEVELOPMENT, LLC**

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE EAST PALM BEACH COUNTY FLORIDA, BEING A PORTION OF THAT 50 FOOT DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORD BOOK 6136, PAGE 315, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, SOUTH 02°06'08" WEST, A DISTANCE OF 314.48 FEET TO THE NORTHEAST CORNER OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 28339, PAGE 429, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, SOUTH 02°06'08" WEST, A DISTANCE OF 352.83 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8; THENCE ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, NORTH 88°12'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE AFORESAID EAST LINE OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, THENCE PARALLEL TO SAID EAST LINE OF THE NORTHEAST QUARTER, OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, NORTH 02°06'08" EAST, A DISTANCE OF 355.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2, SOUTH 85°42'52" EAST, A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING.

ABBREVIATIONS

GRND	= GROUND	N.E.	= NORTHEAST
O.R.B.	= OFFICIAL RECORD BOOK	N.W.	= NORTHWEST
P.B.	= PLAT BOOK	S.E.	= SOUTHEAST
P.G.	= PAGE	S.W.	= SOUTHWEST

BEARING & COORDINATE NOTE

COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE NATIONAL GEODETIC SURVEY, FLORIDA STATE PLANE TRANSVERSE MERCATOR PROJECTION.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

DATUM = NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

SCALE FACTOR = 1.000045982

GROUND DISTANCES X SCALE FACTOR = GRID DISTANCE



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

CAD. K:\UST \ 084243 \ \ 21-025 \ 21-025-101A \ 21-025-101A.DGN

REF.

FLD.	K.F.	FB.	PG.	JOB	21-025-101A
OFF.	R.J.W.	786	4,5	DATE	04/10/2021
CKD.	D.C.L.	SHEET	1 OF 5	DWG.	A21-025

**SPECIFIC PURPOSE SURVEY
PREPARED FOR:
PROSPERITY VILLAGE DEVELOPMENT, LLC**

SURVEY REPORT

1. THIS SPECIFIC PURPOSE SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND IS FOR THE PARTIAL ABANDONMENT OF A 50 FOOT DRAINAGE EASEMENT AS RECORDED IN O.R.B. 6136, PAGE 315.
2. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
3. BEARING BASIS: SEE SKETCH.
4. TOTAL AREA = 0.406 ACRES OR 17,696 SQUARE FEET MORE OR LESS.
5. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
6. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1' IN 7,500'.
7. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) AND ARE REFERENCED TO PALM BEACH COUNTY BEACHMARK "DOWNY", ELEVATION = 9.008 N.A.V.D. 88. BENCHMARKS SET OR FOUND FOR THIS SURVEY ARE NOTED ON THE SKETCH. NOTE, TO CONVERT FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) ADD 1.515 FEET.
8. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE. PREPARED FOR: PROSPERITY VILLAGE DEVELOPMENT, LLC
9. © COPYRIGHT 2021 BY LIDBERG LAND SURVEYING, INC. THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.



Digitally signed by David C Lidberg
DN: c=US, o=LIDBERG LAND SURVEYING,
ou=A01410C000001761A80 3A4F000DD94, cn=David C Lidberg
Date: 2021.06.04 14:16:57 -04'00'

DATE OF SURVEY: APRIL 10, 2021

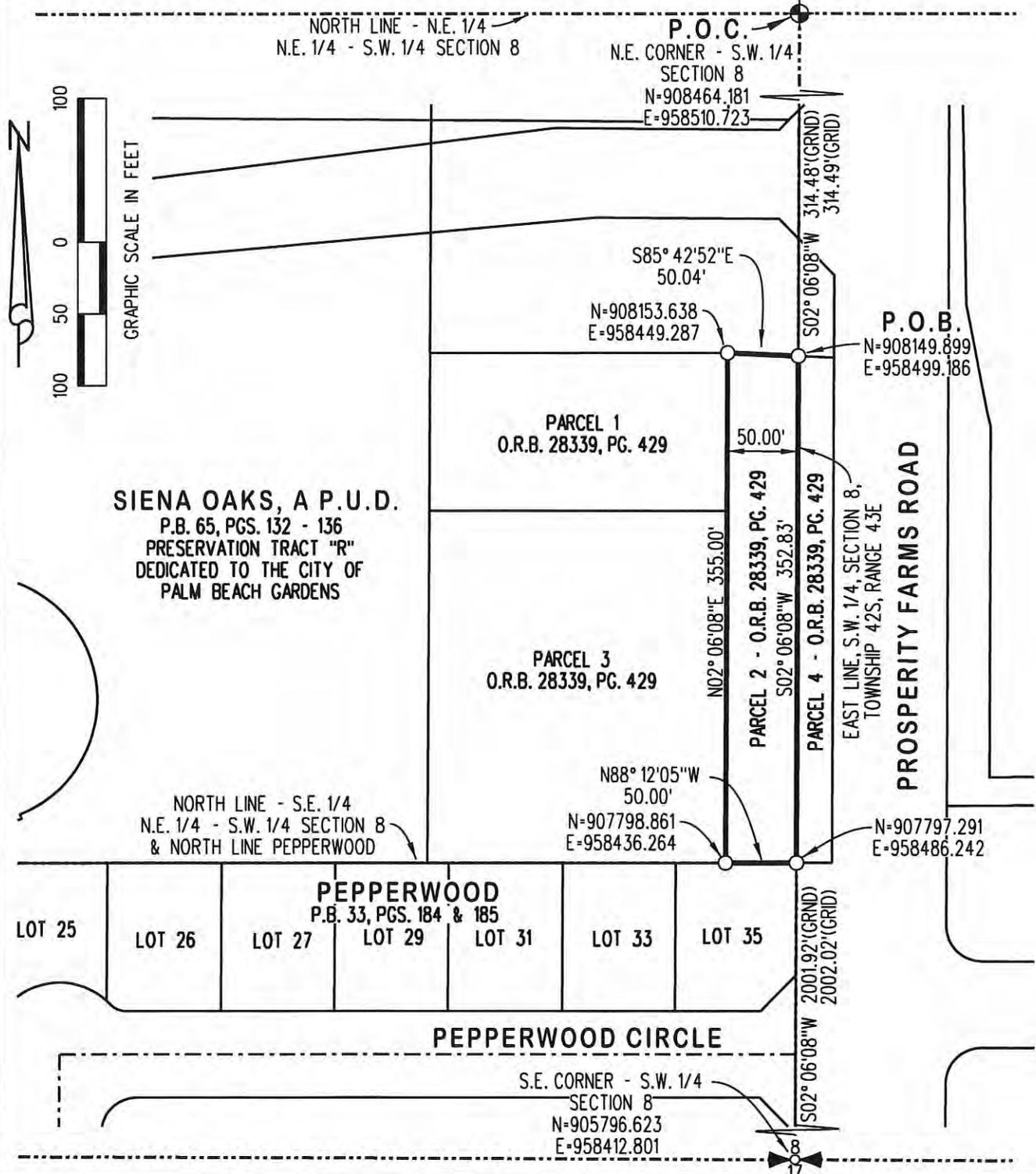
BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613



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

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REF.					
FLD.	K.F.	FB.	PG.	JOB 21-025-101A	
OFF.	R.J.W.	786	4,5	DATE 04/10/2021	
CKD.	D.C.L.	SHEET	2 OF 5	DWG. A21-025	

**SPECIFIC PURPOSE SURVEY
PREPARED FOR:
PROSPERITY VILLAGE DEVELOPMENT, LLC**

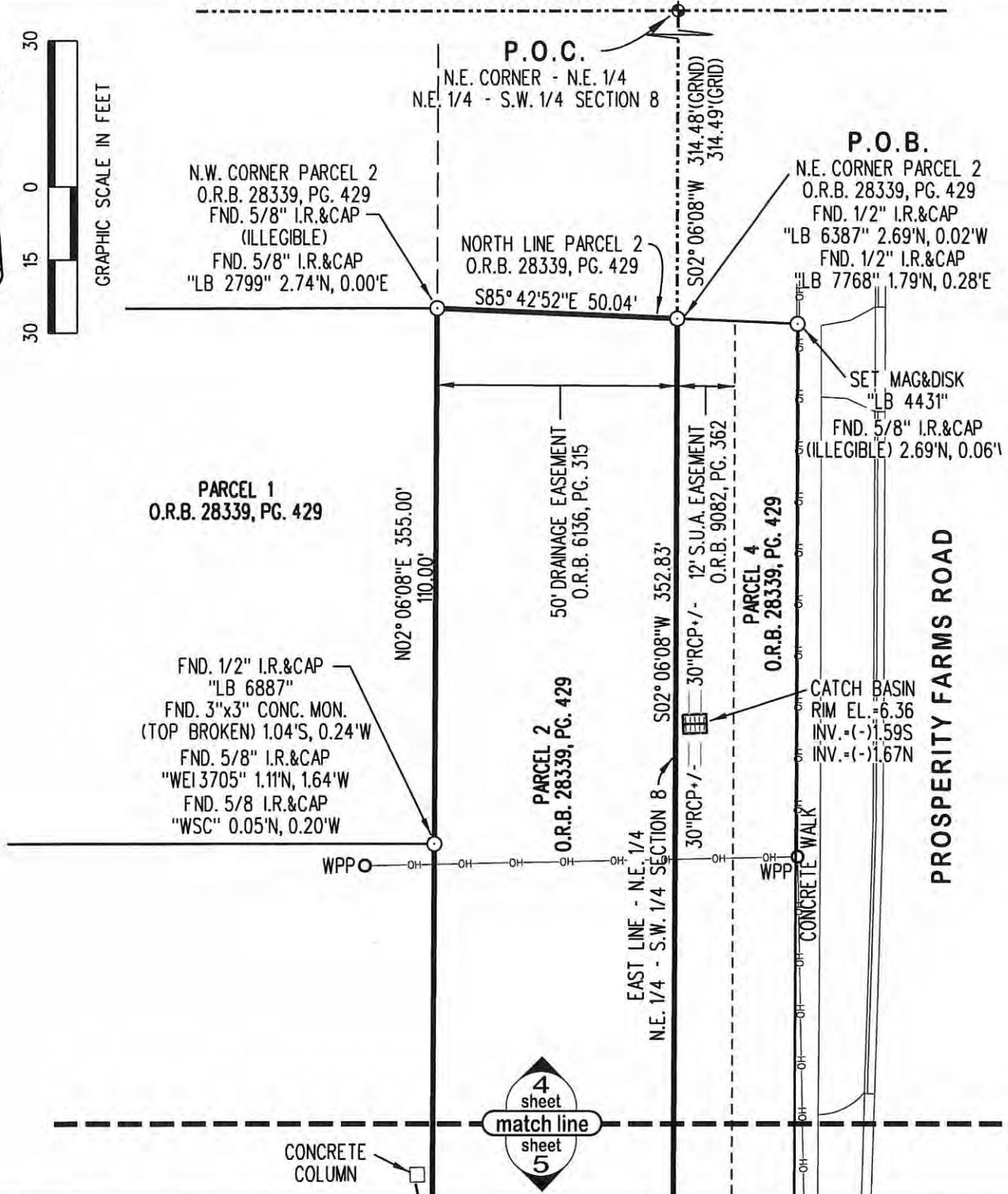
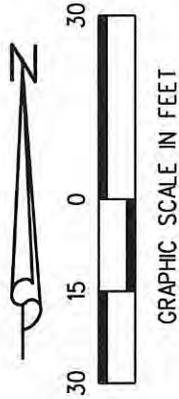


LIDBERG LAND SURVEYING, INC.

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

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OFF. R.J.W.	786 4,5	DATE 04/10/2021	
CKD. D.C.L.	SHEET 3 OF 5	DWG. A21-025	

**SPECIFIC PURPOSE SURVEY
PREPARED FOR:
PROSPERITY VILLAGE DEVELOPMENT, LLC**

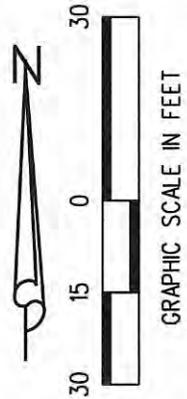


LIDBERG LAND SURVEYING, INC.

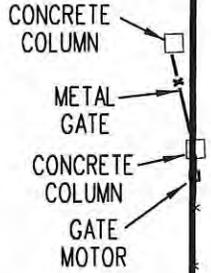
675 West Indiantown Road, Suite 200,
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OFF. R.J.W.	786 4,5	DATE 04/10/2021	
CKD. D.C.L.	SHEET 4 OF 5	DWG. A21-025	

**SPECIFIC PURPOSE SURVEY
PREPARED FOR:
PROSPERITY VILLAGE DEVELOPMENT, LLC**



4
sheet
match line
sheet
5



PARCEL 3
O.R.B. 28339, PG. 429

PARCEL 2
O.R.B. 28339, PG. 429

PARCEL 4
O.R.B. 28339, PG. 429

PROSPERITY FARMS ROAD

S.E. SORNER TRACT "R"
SIENA OAKS, A P.U.D.
P.B. 65, PGS. 132 - 136
FND. 4"x4" CONC. MON.
"PRM 2345"
FND. 1/2" I.R.&CAP
(ILLEGIBLE) 0.24"N, 0.24"W
FND. 5/8" I.R.&CAP
"WEI 3705" 0.89"N, 0.18"W

SOUTH LINE - N.E. 1/4
N.E. 1/4 - S.W. 1/4 SECTION 8
& NORTH LINE PEPPERWOOD

N88° 12'05"W 285.00'
SURVEY BEARING BASE

PEPPERWOOD
P.B. 33, PGS. 184 & 185

LOT 33

LOT 35

N02° 06'08"E 355.00'
245.00'

EAST LINE - N.E. 1/4
N.E. 1/4 - S.W. 1/4 SECTION 8

S02° 06'08"W 352.83'

25.00'

50' DRAINAGE EASEMENT
O.R.B. 6136, PG. 315

12' S.U.A. EASEMENT
O.R.B. 9082, PG. 362

CONCRETE WALK
OVERHEAD UTILITY LINES

N88° 12'05"W
50.00'

STONE

STONE

STONE

6" WOOD FENCE
ON PROPERTY LINE

6" CLF

WPP

GUY

GUY

FND. 5/8" I.R.&CAP
"LB 2799"

FND. 1/2" I.R.&CAP
(ILLEGIBLE)



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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CKD.	D.C.L.	SHEET	5 OF 5	DWG.	A21-025

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made and entered into this 15th day of June, 1989 between Adele Simmons, James M. Furman and Phillip M. Grace, not individually but solely as Trustees under the provisions of a Trust Agreement dated the 28th day of December 1983 and known as the MacArthur Liquidating Trust Agreement (hereinafter collectively referred to as "Grantors"), and Palm Beach County, a political subdivision of the State of Florida, P.O. Box 1989, West Palm Beach, Florida 33402, (hereinafter referred to as "Grantee").

WITNESSETH:

1. That Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant to Grantee a non exclusive drainage easement over, upon, under, through and across the property herein described at any time for the construction, operation and maintenance of storm drainage facilities, ditches, storm sewer pipes, culverts, connections and necessary appurtenances thereto. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. By acceptance of this easement Grantee shall be required, at its sole cost and expense, to maintain the drainage facilities and appurtenances to be constructed and installed upon the property encumbered by this easement.

3. Grantors reserve the right to use the easement for purposes which do not unnecessarily interfere with Grantee's use thereof, including but not limited to use of the easement area for roadway purposes and installation of utility lines.

4. Grantors reserve for themselves, and their successors and assigns, the right to require the Grantee to relocate the easement herein granted. Upon written demand, Grantee shall release and abandon the easement and the Grantors, their successors and assigns, shall grant to the Grantee another easement suitable for the purpose as mentioned in this drainage easement. The Grantors, their successors and assigns, shall reimburse the Grantee for reasonable and necessary relocation expenses.

5. By acceptance of this easement, Grantee agrees to abide by the terms and provisions of the drainage easement as stated herein.

6. References to "Grantors" and "Grantee" as used herein, shall, where the context permits, be deemed to include the successors and assigns of the respective parties.

IN WITNESS WHEREOF, said Grantors have signed and sealed these presents the day and year first above written.

WITNESSES:

THIS CONVEYANCE NOT SUBJECT TO DOCUMENTARY STAMP TAX PURSUANT TO FLA. DEPT. OF REVENUE RULES.

12 B - 4.14 (15) (b)

Hope McKinzie
Laura Brance

Palm Beach County
R/W Acquisition Section
Patricia A. Franklin, Manager
P.O. Box 2439
West Palm Beach, Florida 33402

Con 89-205482
10.00 Doc
JOHN B. DUNKLE, CLERK - PB COUNTY, FL .55
GRANTORS:

ADELE SIMMONS, JAMES M. FURMAN and PHILIP M. GRACE, not individually but solely as Trustees under the provisions of a Trust Agreement dated the 28th day of December, 1983 and known as the MacArthur Liquidating Trust Agreement.

By: Adele Simmons (SEAL)
Adele Simmons, as Trustee
as aforesaid

By: James M. Furman (SEAL)
James M. Furman, as Trustee
as aforesaid

By: Phillip M. Grace (SEAL)
Phillip M. Grace, as Trustee
as aforesaid

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
DATE 7/20/89

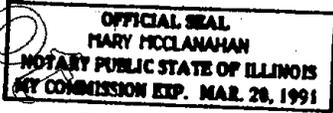
STATE OF ILLINOIS
COUNTY OF COOK

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared ADELE SIMMONS, JAMES M. FURMAN and PHILIP M. GRACE, as Trustees under the provisions of a Trust Agreement dated the 28th day of December 1983, and known as the MacArthur Liquidating Trust Agreement, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as Trustees as aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of June, 1989.

My Commission Expires:

Mary McClanahan
(Notary Seal)



Not a certified copy

Being a drainage easement located in Sections 5 & 8, Township 42 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

- ① The West twenty-five feet (W 25') of the Northeast Quarter (NE $\frac{1}{4}$) of Section 8, LESS AND EXCEPTING THEREFROM the right of way line of Burns Road, as described in Official Record Book 1241, page 259;
- ② TOGETHER WITH that portion of the East fifty feet (E 50') of the West Half (W $\frac{1}{2}$) of Section 8, Township 42 South, Range 43 East, that lies between the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 8 and the South right of way line of Burns Road, as described in Official Record Book 1241, page 259, LESS AND EXCEPTING THEREFROM that portion thereof that lies within the parcel described in Official Record Book 3043 Page 188;
- ③ TOGETHER WITH that portion of the North 169.5 feet of the West half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 42 South, Range 43 East, lying westerly of the West right of way of Prosperity Farms Road.

July 26, 2021

Jeremy Hubsch, AICP
Village of North Palm Beach
420 US-1, Suite 21
North Palm Beach, FL 33408

RE: Request for Resolution Disclaiming Interest, if any, in 50' Drainage Easement

Mr. Hubsch:

On behalf of the property owner, Prosperity Village Development, LLC, we request for the Village of North Palm Beach to disclaim any interest of a 50' drainage easement held in interest by Palm Beach County. A copy of the easement instrument is enclosed herein. This drainage easement is not used by the Village, nor is it used by any other local or state governmental entity. This easement lies solely within the four corners of the owner's property and serves no utility to any other adjacent property owner. A survey of the easement property is enclosed herein. Upon information and belief, this easement historically ran north to south along the western edge of Prosperity Farms Road and that all other sections of this historic easement have since been abandoned. It should be further noted that the North Palm Beach County Improvement District discussed the easement abandonment during their May 26, 2021 meeting and approved the issuance of the enclosed *No Objection* letter. Therefore, the property owner respectfully requests the Village Council to consider a resolution wherein the Village disclaims any interest it may have in the easement.

Very truly yours,

/s/ David F. Milledge
David F. Milledge
Senior Project Manager



VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

MINUTES: MAY 4, 2021

1. Jim Peterson called an electronic meeting of the Board to order at 9:05 AM and called roll. Those persons present included:

TRUSTEES

Myrna Williams, Secretary
Alan Kral, Trustee
Jane Lerner, Trustee
Paul Wieseneck, Trustee

OTHERS

Scott Baur and Amanda Kish, Administrator (Resource Centers)
Blake Myton, Investment Consultant (SunTrust)
Bonni Jensen, Attorney (Klausner Kaufman Jensen & Levinson)
Dina Lerner, Actuary (GRS)

2. EXTRAORDINARY CIRCUMSTANCE FOR TRUSTEES JOINING ELECTRONICALLY

Mrs. Jensen reviewed the recent virtual meeting requirements due to COVID. The law requires a quorum in the room, but a Trustee can participate remotely under extraordinary circumstances.

Trustee Alan Kral made the motion to approve remote participation due to extraordinary circumstances and it was seconded by Trustee Myrna Williams it was passed unanimously.

3. APPROVAL OF MINUTES

The Trustees reviewed the Minutes for February 2, 2021 and April 12, 2021

- Trustee Paul Wieseneck moved to approve the February 2, 2021, and April 12, 2021, Trustee Alan Kral seconded the motion and the motion passed unanimously.

4. REPORTS

Attorney: Klausner Kaufman Jensen & Levinson (Bonni Jensen)

Mrs. Jensen informed the Board that payment of \$7,500.00 has been received by Benefits USA for Mr. Campbell's overpayment.

Mrs. Jensen informed the Board that Mileage rate decrease 1.5 cents from last year. The new rate .56 cents.

Mrs. Jensen presented the Form 1 memo. She stated that the Form 1 will need to be submitted by July 1st to the supervisor of election in the City or Town you reside in.

Mrs. Jensen presented the memo regarding best practice for missing participants and beneficiaries. She reviewed the memo in detail stating that plan should have procedure in place to minimize the problem. The plan should document all the steps they have taken to reach out to the member.

Actuary: GRS (Dina Lerner)

Mrs. Lerner presented the 2020 Actuarial Valuation to the Board. She reviewed the city required contribution for this year which is \$231,604.00 a decrease of \$30,000.000. Mrs. Lerner reviewed the actuarial assumption methods the mortality table and the change that was recently made. The change resulted in a decrease of 2.49% in the employer contribution. The plan had a net actuarial gain which was primarily due to the investment return. The funding ratio increased from 94.8% to 98.6%. She continued to review the report. Mrs. Lerner recommended the Board to have an experience study to review all the assumptions. She stated that the experience study will be presented at the next quarterly meeting.

- Trustee Paul Wieseneck moved to approve the Actuarial Valuation Report for 2021, Trustee Myrna Williams seconded the motion and the motion passed unanimously.

Mrs. Jensen informed the Board that they will need to approve the declaration of the Investment return in conjunction with the valuation.

- Trustee Paul Wieseneck moved to approve the expected rate of return at 6.75% for short term the long term and the midterm at Trustee Alan Kral seconded the motion and the motion passed unanimously.

Investment Consultant: SunTrust (Blake Myton)

Mr. Myton informed the Board of the merger of Truist and Suntrust. He stated that he will continue to be the plan's investment manager. The merger will not change anything for the plan.

Mr. Myton addressed the board on the performance of the plan for the 3rd quarter. He stated that the 3rd quarter had great returns He continued to review the market environment and global returns.

Returns on total portfolio was 5.47% compared to the benchmark of 5.39% The fiscal year return was 7.66% compared to the benchmark of 7.40%. Total equity was 7.29% versus 7.79%. While fixed income and short term were 2.58% and 1.83% respectively. The Russell 3000 reflected 0.00% and the Bloomberg-Barclays Aggregate Bond was 0.01%

The portfolio market value as of June 30, 2021, was \$20 million. This is reflective of a net gain of \$1 million due to a market rebound. Mr. Myton continued to review the portfolio and changes made.

- Paul Wieseneck made a motion to approve the quarterly investment report. The motion received a second from Jim Peterson, approved by the Trustees 4-0.

Administrator Report: Resource Centers (Scott Baur)

Mr. Baur presented the re calculation of Mr. Campbell's benefit. He reviewed the difference.

5. PLAN FINANCIALS

The Board reviewed the Warrant dated May 4, 2021.

- Trustee Alan Kral moved to approve warrant dated May 4, 2021, and Trustee Myrna Williams seconded the motion and the motion passed.

The Board reviewed the present benefit approval for May 4, 2021.

- Trustee Jane Lerner moved to approve warrant dated May 4, 2021, and Trustee Myrna Williams seconded the motion and the motion passed.

6. OTHER BUSINESS

The Board had no other business for discussion.

7. PUBLIC COMMENTS

No members of the public had any comment

8. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday, August 3, 2021 @ 9:00 AM, Paul Wieseneck made a motion to adjourn the meeting at 9:57 AM. The motion received a second from Alan Kral, approved by the Trustees 4-0.

Respectfully submitted,

Myrna Williams, Secretary

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
MINUTES of JUNE 21, 2021

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. <u>Board:</u>	Present	Absent
Stephen Mathison – Chairman	x	
Rich Pizzolato – Vice Chairman	x	
Curtis Witters – Secretary	x	
Jeff Egizio – Member		x
Landon Wells – Member	x	
Orlando Puyol – Member	x	
Sandra Felis – Member	x	
B. <u>Staff Members:</u>		
Allan Bowman, Director of Golf	x	
Beth Davis, General Manager		
Lenore Dingle, Membership Coordinator		
C. <u>Council Members:</u>		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris	x	
Deborah Searcy		

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the May 17, 2021 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

We aerated the tees, approaches, and greens two weeks ago and the course is healing well. The equipment necessary to aerate the fairways and to perform root pruning did not arrive. Those projects will be completed in July.

The pond banks on holes 3, 7, 8, 13, and 14 have been repaired. The banks on holes 17 and 18 will require reinforcement in order to hold the banks in place. Approximately 1200 linear feet of reinforcement will be needed. This project will be complete next year.

The installation of the pipe to run from the pump house to US 1 was delayed because the vendor delivered the incorrect pipe. The correct pipe is on order.

Tree trimming is ongoing and will continue on July 12-14 and August 16-19.

The proposal for construction of a starter's booth came in at \$48,000, and is being reviewed. Also under consideration is a shelter for the staff in the staging area.

Purchase of a standing clock for the staging area will be considered by the Council on July 8th. A second clock for the driving range is under consideration.

We are obtaining quotes for the refurbishing of the restrooms on the course.

A six-foot high fence, 185 feet in length has been installed between the driving range and the 10th hole.

The course will close for a few days in July and in August for aeration of the

fairways, and the second treatment of the greens with 3/8" tines. The aeration is being completed by filling the holes with organic soil, mixed 50/50 with sand.

The enhanced foliar fertilization program will go before the Council on July 8th.

The rounds report shows play is up and revenue is exceeding expectations.

Allan presented his proposal for group play tee times, suggesting that it is more equitable for all golfers. A copy of the proposal is attached.

The Board discussed the proposal at length and voted 5-1 to recommend Allan's proposal to Council.

Our annual survey will be sent out to Village residents, Club Members, and area visitors. Rich Pizzolato assisted Allan in preparing the survey.

Allan is working on the 2021-2022 budget for the course. Some of the items under consideration are:

- i. The improvement of the pump house which has not been properly maintained over the years.
- ii. New wiring for the irrigation system.
- iii. A wash plant to retain and treat water.
- iv. A weather station.

We are observed some of the old 419 grass coming out in some areas of the course. This grass overpowers the Latitude 26.

North Palm Beach Country Club is honored to be listed as Number 20 in the Golf Magazine list of the top municipal golf courses in the United States!

V. DISCUSSION TOPICS

VI. ADJOURNMENT

The meeting was adjourned at 7:08 p.m.

The next meeting will be July 19, 2021.

Minutes by Curtis L. Witters, Secretary.

IV. STARTING TIMES/TEE TIME POLICY

- a. Preference for advance reservation of tee times will be given as follows:
 - a. Member: 14 days in advance
 - b. All others: 10 days in advance
- b. Credit card authorization will be required when making all tee time reservations (Members and Non-members). Non-member credit card may be charged 100% of the green fees if their tee time reservations are cancelled less than 24 hours before scheduled play. Club Member credit card holders may be charged 100% of the cart fee if tee time reservations are cancelled less than 24 hours before scheduled play and the tee time cannot not be sold.
- c. Members may only obtain reservations by calling the golf shop or using the online tee time reservation system at www.village-npb.org Allocation of tee times begins at 6:30a.m. One (1) tee time will be allotted per player, per day. **The name of all players in your group should be given when making your tee time.**
- d. The Head Golf Professional has sole authority over all tee times and is responsible to insure the following:
 - a. That enough tee times are available to allow for an adequate number of non-member rounds (recommended a minimum of 2 per hour and a maximum of 3).
 - b. Tee time allocation is equitable to all members and that unrestricted time are on a first come first serve basis.
- e. Only one person in a foursome is allowed to schedule a tee time. If more than one tee time appears for a foursome, that foursome will lose the earlier time. The names of all players should be given when the tee times are reserved.
- f. Reserved tee times will be for twosomes, threesomes, and foursomes only. Twosomes will be paired with other twosomes whenever possible. Each tee time will be filled with four (4) players; single players may fill an open slot at the discretion of the Golf Shop staff. Singles will be paired with twosomes and threesomes.
- g. Restricted Tee Times: The Head Golf Professional will restrict tee times for

all Club events including Men's and Women's Golf Associations, (WGA and MGA), Club Tournaments and the tee time slots between 11:15 and 12:15 for inter club league play. All restricted tee times will be equitably allocated based on the following:

- a. An interclub league is defined as a minimum of 12 players and may not exceed 28 players (the league must be comprised of 90% NPBCC members). Cross pollination of leagues is not permitted.
 - b. Leagues must be assigned a captain
 - c. Leagues must submit a roster to the Head Golf Professional prior to the start of the membership season
 - d. League Play may be played 6 days a week (No group play on Wednesdays as that morning will be set aside for 48 golfers from MGA or WGA. Each organization will have 2 Wednesday per month for the exception of November and December in which they will each receive 1 Wednesday).
 - e. League play will occur between 11:15 am and 12:15 pm
 - f. A restricted tee time lottery will be conducted by the Head Golf Professional on the 15th of the previous month of anticipated play (play for November – lottery will be conducted Oct 15th)
 - g. Lottery ticket will be filled out complete and will have all necessary information (the more flexible the league with regards to days will result in higher chance of success)
 - h. Any cancellation within 24 hrs or no shows will be charged to the league Captain
 - i. MGA / WGA season will run from 3rd Wednesday in October until the end of April
- h. Tournament schedules and course closings for spraying and periodic maintenance will be posted in advance, when possible.
 - i. All Special Event requests must be submitted to the Head Golf Professional and or Club Manager for review at least thirty (30) days in advance of the event. Upon their approval, the request will be scheduled by the Head Golf Professional.

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director

DATE: August 12, 2021

SUBJECT: **RESOLUTION** – Minor Amendment to the North Palm Beach Commons Memory Care PUD

An application has been filed by Urban Design Studios, on behalf of the property owner NPB Senior Development Company, LLC, requesting site plan modifications to the 6,000 square foot commercial outparcel building (“outparcel building”) that is located immediately adjacent to US Highway One.

Background:

Through the adoption of Ordinance No. 2017-07 on June 22, 2017, the Village Council approved the North Palm Beach Commons Memory Care Planned Unit Development (“PUD”) for a seventy-two (72) bed, 37,404 square foot assisted living facility and a 6,000 square foot outparcel building. The application rezoned the property from the C-A zoning district to the C-1A zoning district and received four waivers through the PUD process. One of the waivers was for a reduced setback from fifty (50) feet to ten (10) feet along U.S. Highway One. This request will minimize the setback waiver, by moving the building four (4) feet westward from the US Highway One property line.

Analysis of Request:

The owner was issued building permits in late 2020 and has since commenced construction. During construction, Florida Power and Light relocated a power pole onto the subject property that is too close to the retail building for proper operation. The remedy for this obstruction is to shift the building west four (4) feet, resulting in an increased setback of seventeen (17) feet from U.S. Highway One. This is achieved with the reduction of the parking lot drive aisle from twenty-six (26) feet to twenty-four (24) feet and a reduction of the western sidewalk from five (5) feet to three (3) feet. The drive aisle width is consistent with the Village Code of Ordinances and North Palm Beach Fire Rescue standards. The sidewalk is not an ADA accessible route, and is not required to be a minimum width. This is a minor modification pursuant to Section 7 of the PUD Ordinance. ***Staff is supportive of this request with a condition of approval.***

Condition of Approval for this Request:

At the time of approval, the C-1A zoning district limited commercial uses to hotels and motels, restaurants, nursery and private schools, golf clubs, professional offices, marinas and their accessory uses, multiple family, and assisted living facilities. Personal service and general retail

uses were not permitted uses at time of approval. During the approval process, some concerns were raised that approval of the project without personal service and general retail uses would not meet a goal of the Citizen's Master Plan, which is to turn U.S. Highway One into a more active commercial corridor with a mix of uses.

The outparcel building was approved as a restaurant/retail/office building, with an understanding that the uses could be retail or personal services once the Village adopted revised commercial zoning regulations. The applicant described the proposed outparcel building as "primarily retail" during the approval hearing, and Section 5.O of the PUD Ordinance specifically included a condition that "in granting this approval, the Village Council relied upon the oral and written representations of the Applicant both on the record and as part of this application process." The property is now located in the Village's new C-MU US-1 mixed-use district, which allows "general stores and services" (including retail and personal services). ***Based on the representations that were made during the approval process, staff would now like to further amend the PUD to confirm that the outparcel building will only have active uses that will turn the "US Highway 1 corridor into a vibrant mixed-use place for businesses, visitors, and residents of North Palm Beach" as written in the C-MU code.*** The Village would like the outparcel building to only be permitted to have general stores and services, restaurants or cocktail lounges, and other active uses; but not be permitted to have general office or medical office uses.

There is no fiscal impact

Recommendation:

Staff recommends Village Council consideration and adoption of the attached Resolution approving a minor amendment to the North Palm Beach Commons Memory Care PUD as proposed, with an additional condition that the uses in the commercial outparcel building be limited to active uses such as: general stores and services, restaurants or cocktail lounges, or other active community-serving uses.

Attachments:

1. Applicant's Submittal Materials

RESOLUTION 2021-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR MODIFICATION TO THE NORTH PALM BEACH COMMONS MEMORY CARE PLANNED UNIT DEVELOPMENT TO ACCOUNT FOR THE RELOCATION OF A UTILITY POLE; MODIFYING THE SITE PLAN AND LANDSCAPE PLAN; PROVIDING FOR AN ADDITIONAL CONDITION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2017-07 (“PUD Ordinance”) on June 22, 2017, the Village Council created The North Palm Beach Commons Memory Care Planned Unit Development (“PUD”) and provided for the development of the PUD in accordance with the plans, specifications, waivers and conditions referenced therein; and

WHEREAS, Section 7 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without necessity of review by the Planning Commission, advertisement or public hearing; and

WHEREAS, Urban Design Studios, agent, on behalf of NPB Commercial LLC, property owner, is requesting minor modifications to the PUD necessitated by the relocation of a utility pole closer to the commercial outparcel building, specifically: shifting the building four feet (4’) to the west; narrowing the drive aisle of the adjacent parking lot from twenty-six feet (26’) to twenty-four feet (24’); narrowing the service sidewalk west of the commercial outparcel building from five feet (5’) to three feet (3’); and relocating two (2) handicapped parking spaces and three regular parking spaces; and

WHEREAS, Staff proposed an additional condition relating to the use of the commercial outparcel building; and

WHEREAS, the Village Council determines that the proposed changes meet the definition of minor amendments to the PUD and that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. As authorized by Section 7 of Ordinance No. 2017-07, the Village Council hereby approves minor modifications to the North Palm Beach Commons Memory Care PUD, as fully outlined above, and adopts the following amended plans to reflect the changes:

- A. Site Plan prepared by Urban Design Studios dated March 7, 2016, last revised on July 23, 2021 and consisting of one page (SP-1); and
- B. Landscape Plan prepared by Urban Design Studios dated March 7, 2016, last revised on July 23, 2021 consisting of one page (LP-1).

Section 3. The Village Council hereby amends Section 5 of the PUD Ordinance to add the following additional condition:

P. The uses within the commercial outparcel building shall be limited to active uses such as general stores and services, restaurants or cocktail lounges or other active community-serving uses.

Section 4. To the extent not expressly modified herein, all other provisions of the PUD Ordinance shall remain in full force and effect.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

NPB COMMONS MEMORY CARE JUSTIFICATION STATEMENT

Request: Minor Amendment

Original Submittal: July 30, 2021



Urban Planning and Design
Landscape Architecture
Communication Graphics

OVERVIEW OF REQUEST & PROPERTY INTRODUCTION

On behalf of, NPB Commercial LLC, Urban Design Studio (UDS) is submitting a Minor Amendment application to the City of North Palm Beach for site plan approval for the North Palm Beach Commons Memory Care Mixed-Use development. The 2.72-acre site is located at the northwest intersection of Dixie Highway and Hampton Road. The parcel control number is (PCN) 74-43-43-33-25-000-0060.

The proposed retail/restaurant/office building located on the .27-acre parcel on the SE portion of the PUD is the subject of the request. After the applicant closed on the subject property, FPL replaced its transmission poles and then relocated its distribution pole and moved it 150' south and further west, 4.5' in front of the southerly portion of the retail/restaurant/office building.

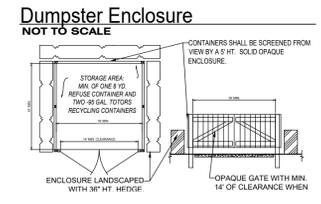
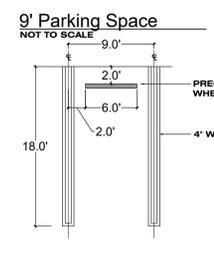
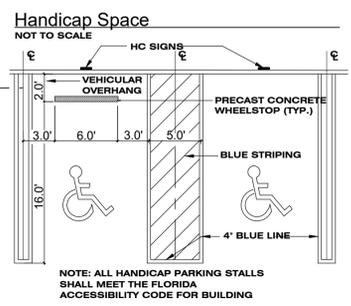
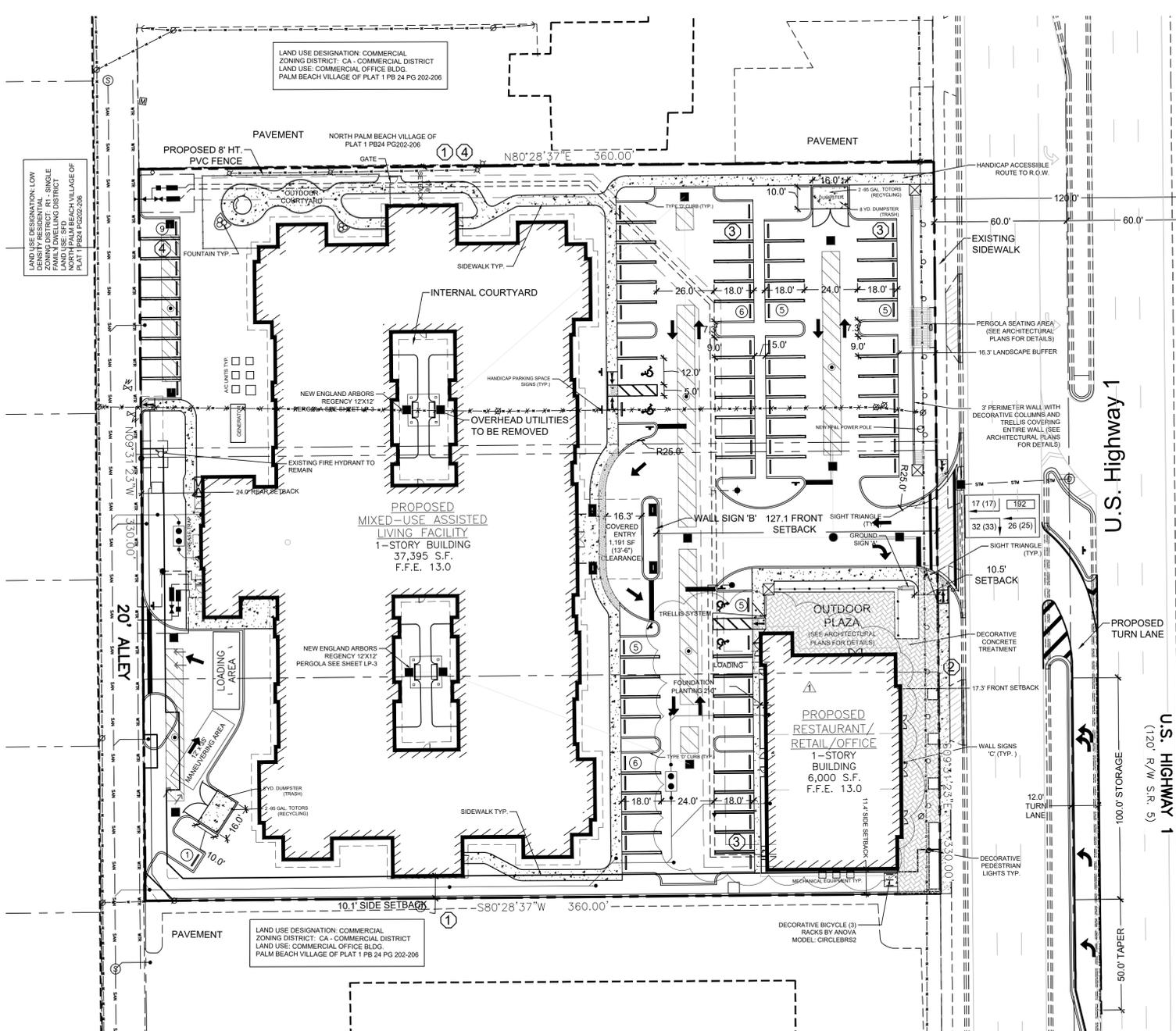
Specifically, the following changes are being proposed to the site plan and landscape plans to allow the retail/restaurant/office building proper distance from the FPL distribution pole. These changes are minimal in nature and remain compliant with the PUD approvals in Ordinance 2017-06 & Ordinance 2017-07, and the Village of North Palm Beach Zoning Code:

1. Shift proposed retail/restaurant/office building 4' west.
2. Narrow the drive aisle of the parking lot adjacent to the retail/restaurant/office building from 26' to 24'. That is the same width as the parking lot north of the retail/restaurant/office building.
3. Narrow the service sidewalk west of the retail/restaurant/office building to from 5' to 3'.
4. Move the 2 handicap spaces south of the memory care entry to the west of the retail/restaurant/office building and swap the 3 regular parking spaces to the south of the memory care entry. This results in a 0-net change in parking spaces.

The 4-foot westerly shift of the retail/restaurant/office building is also providing a wider and increased streetscape near the eastern portion of the building and the US Hwy-1 frontage. This creates an improved pedestrian and urban environment, in accordance with the goals and recommendations set for the US Highway-1 corridor in the 2016 Village Master Plan.

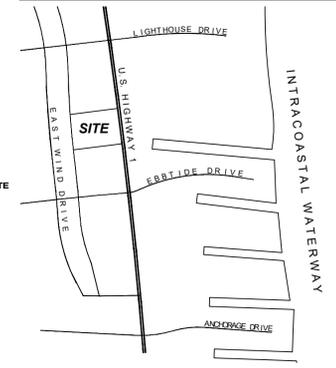
CONCLUSION

On behalf of the applicants, Urban Design Studio requests favorable review and consideration of this request to approve the proposed plans to reflect the proposed revisions of the project. Project Managers at Urban Design Studio are Joni Brinkman and Lentzy Jean-Louis who can be reached at 561-366-1100. Please feel free to contact with any questions or for additional information in support of this application.



8' TALL WHITE VINYL FENCE WITH GATE SPECIFIC MODEL AND DETAILS TO BE PROVIDED AT TIME OF BUILDING PERMIT APPLICATION.

LOCATION MAP:



SITE DATA:

APPLICATION NO:	20160425
PROJECT NAME:	NORTH PALM BEACH COMMONS MEMORY CARE
EXISTING LAND USE:	COMMERCIAL
PROPOSED LAND USE:	COMMERCIAL
EXISTING ZONING DISTRICT:	CA - COMMERCIAL DISTRICT
PROPOSED ZONING DISTRICT:	C-1A LIMITED COMMERCIAL DISTRICT
SECTION TOWNSHIP/RANGE:	18/42/43
PCN (S):	68-43-42-16-02-009-0030 68-43-42-16-02-009-0040
EXISTING USE:	VACANT
PROPOSED USE(S):	MIXED-USE ASSISTED LIVING FACILITY RESTAURANT/RETAIL/OFFICE
ASSISTED LIVING FACILITY BUILDING CLASSIFICATION FOR FIRE CODE:	I-2
TOTAL GROSS LOT AREA:	2.72 AC. (118,788 SF)
GROSS FLOOR AREA ASSISTED LIVING:	37,404 SF
A. RESIDENTIAL COMPONENT - 26,466 SF (71%)	
B. NON-RESIDENTIAL COMPONENT - 10,938 SF (29%)	
GROSS FLOOR AREA RESTAURANT/RETAIL/OFFICE:	6,000 SF
PERVIOUS/IMPERVIOUS AREA:	
IMPERVIOUS:	1.64 AC. (71,596.90 SF)
PERVIOUS:	1.08 AC. (47,191.10 SF)

USE: MIXED-USE ASSISTED LIVING FACILITY 37,404 SF (60 ROOMS/72 BEDS)
HIGH TURN OVER SIT DOWN RESTAURANT 6,000 S.F.

* CONCURRENCY IS APPROVED FOR THE ABOVE USES AND AMOUNTS SHOWN ON THIS PLAN.

TRAFFIC ANALYSIS ZONE (TAZ):	85
BUILDING COVERAGE ALLOWED (MAX. 35%):	41,576 S.F.
BUILDING COVERAGE PROPOSED:	41,576 S.F.

POTENTIAL BUILDING COVERAGE SUBJECT TO FUTURE AMENDMENT (SEE NOTE 3)	(36.5%) 43,404 S.F. (+1,828 S.F.)
--	---

MAX. BUILDING HEIGHT:	4 STORIES
PROPOSED BUILDING HEIGHT:	1 STORY/24' (MAX. HT. 30') 66 SPACES

PARKING REQUIRED ASSISTED LIVING:	55 SPACES
USE: 1 SP. PER UNIT @ 60 UNITS = 60 SPACES	
USE: 1 SP. PER 300 SF ADMIN/SERVICE AREA @ 1,747 SF = 6 SPACES	
PHASE I PARKING PROVIDED:	84 SPACES
PARKING REQUIRED RESTAURANT:	84 SPACES
USE: 1 SP. PER 75 SF OF FLOOR AREA = 80 SPACES	
USE: 1 SP. PER 1.5 EMPLOYEES (6 EMPLOYEES) = 4 SPACES	

PHASE II PARKING REQUIRED:	150 SPACES
PHASE II PARKING PROVIDED:	78 SPACES
(WAIVER REQUESTED)	72 SPACES

HANDICAP PARKING (SPACES INCLUDED IN TOTAL PARKING PROVIDED ABOVE)	
REQUIRED:	3 SPACES
PROVIDED:	4 SPACES
LOADING:	
PROVIDED:	2 SPACE

PROPERTY DEVELOPMENT REGULATIONS:

	MAXIMUM BUILDING COVERAGE	SETBACKS		
		FRONT	SIDE	REAR
REQUIRED	35%	50'	10'	20'
PROVIDED	36.5%*	13.3'/127.1'	10.1'/16.2'	24'

*SEE NOTE 3

DEVELOPMENT TEAM:

DEVELOPER: NPB SENIOR REAL ESTATE LLC 1001 TELECOM DRIVE BOCA RATON, FL 33431 (561) 981-5252	SURVEYOR: GEOPPOINT 4152 WEST BLUE HERON BLVD. SUITE 105 RIVIERA BEACH, FL 33404 (561) 444-2720
CIVIL & TRAFFIC ENGINEER: SIMMONS & WHITE 5601 CORPORATE WAY SUITE 200 WEST PALM BEACH, FL 33407 (561) 478-7848	LIGHTING ENGINEER: E&C ENGINEERS, INC. 2755 VISTA PARKWAY SUITE 1-3 WEST PALM BEACH, FL 33411 (561) 712-1149
LAND PLANNER & LANDSCAPE ARCHITECT: URBAN DESIGN KILDAY STUDIOS 610 CLEMATIS STREET SUITE 602 WEST PALM BEACH, FL 33401 (561) 366-1100	

NOTES

- SITE PLAN BASED ON A SURVEY PREPARED BY GEOPOINT SURVEYING, INC., JANUARY 29, 2016.
- ALL UTILITIES TO BE UNDERGROUND SEC. 45-36(G).
- IF VILLAGE ADOPTS A COMPREHENSIVE PLAN AMENDMENT THAT INCREASES THE LOT/BUILDING COVERAGE ABOVE 35%, THE ADDITIONAL SQUARE FOOTAGE DEPICTED ON THE SITE PLAN MAY BE CONSTRUCTED VIA THE APPROVAL OF A MINOR SITE PLAN AMENDMENT OR A STAFF LEVEL REVIEW, IF PERMITTED BY THE ZONING CODE IN PLACE AT THE TIME.

WAIVERS REQUESTED:

Waiver	Code Section	Requirement	Proposed	Waiver	Justification
1.	Section 2764 One (1) tree provided for each seven (7) lineal feet of landscape buffer or fractional part thereof adjacent to the south and north property lines.	A total of five (5) trees provided (spaced) every 75 lineal feet of landscape buffer (360L/ 75 ft. O.C. = 5 trees)	A total of five (5) trees spaced ranging from 14 to 142 linear feet along the north buffer and 52 to 128 linear feet along the south buffer.	Trees spacing ranging from 14 to 142 linear feet along the north buffer and 52 to 128 linear feet along the south buffer.	1. Trees adjacent to outdoor courtyard creates safety and security issues as the residents are prone to climbing. 2. Landscape planting areas are limited adjacent to courtyard fence and drainage along north buffer and sewer along south buffer. 3. no reduction of required tree proposed as part of waiver.
2.	45-32. D. 1. a. Front yards- For main structures of two (2) stories or less, there shall be a front yard setback of not less than fifty (50) foot feet measured from the street line to the front line of the main building.	Commercial Building- 50 foot front setback	Commercial Building- 10 foot front setback	Front setback- 10 feet (waiver of 40 feet)	1. Setback Waiver for additional 6,000 square foot commercial building to support proposed Village Master Plan. Waiver required to comply with current code requirement.
3.	45-32. E.7. - (Assisted Living facility) one (1) parking space per each residential living area or two (2) beds whichever is greater, plus one (1) parking space per 300 SF of administrative and service area. 45-37. E.6. - Restaurants, one (1) space for each seven (7) square feet of floor area devoted to patron use, or one (1) space per three (3) food seats, whichever is greater, and one (1) space for each one and one-half (1-1/2) projected employees who would actually work during peak employment hours.	66 Parking Spaces	55 Parking Spaces	72 parking spaces	1. Residents cannot drive vehicles-reduces amount of parking required for use. 2. Maximum number of employees at peak work hour will be 25 and it is common for employees to utilize public transportation options which reduces the parking required for the use. 2. Waiver for a additional 6,000 square foot commercial building to support proposed Village Master Plan. Waiver required to comply with current code requirement.
4.	45-36. D. - Maximum Fence Height Six Feet (6')	Six Feet (6') Max. Ht.	Eight Feet (8') Max. Ht.	Two Feet (2')	Increasing the fence height is necessary to ensure the safety of the residents utilizing outdoor courtyard.

* See justification statement for additional information

North Palm Beach Commons Memory Care

Breakdown of Residential Building Square Footages

Room Type	Number of beds per room type	Square Footage per room type	Overall Number of beds	Overall Number of rooms	Overall Total Square Footage
MC 1	1	320	8	8	2560
MC 1.1	1	320	4	4	1280
MC 2	1	325	4	4	1300
MC 3	1	347	4	4	1388
MC 4	1	299	12	12	3588
MC 5	1	305	4	4	1220
MC 6	2	331	8	4	1324
MC 7	2	370	8	4	1480
MC 8	2	421	8	4	1684
MC 9	1	322	4	4	1288
MC 10	1	232	4	4	928
MC 11	1	352	4	4	1408
Total			72	60	19448 SF

Urban design kilday STUDIOS
Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udkstudios.com
#LCC000035

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**North Palm Beach Commons
Memory Care
Village of North Palm Beach, Florida
Conceptual Site Plan**



Date: 03.07.16
Project No.: 16-001.000
Designed By: JWB
Drawn By: JWB
Checked By: JPI/JB/JWB

Revision Dates:

03/07/2016	Submittal
04/22/2016	Resubmittal
12/20/2016	Resubmittal
01/26/2017	Resubmittal
02/08/2017	Resubmittal
02/26/2017	Resubmittal
04/27/2017	Resubmittal
06/01/2017	Respond to Town Comments
07/23/2021	Move Retail Building West

SP-1
of 1

**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: August 12, 2021
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 2020.

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 _____, 2021

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature (SEAL)*

Special Meeting called for that purpose and shall circulate written ballots to be executed by the voting delegates of each Municipal Member; provided, however, that in the event that any nominee is unopposed, that nominee shall automatically be elected by acclamation without ballot. Ballots, if necessary, shall be tabulated by the nominating committee and the results announced to the membership. Weighted voting shall not apply to the election of Officers and/or Directors.

ARTICLE FOUR VOTING

Section 1. Municipal Members. Each Municipal Member, whose dues and assessment accounts are current, shall be eligible to vote on items of business at all Regular and Special Meetings. Each Municipal Member, by proper motion of its governing body, shall annually designate a voting delegate and alternates if so desired. Voting delegates and alternates from each Municipal Member shall be submitted to the Executive Director of the League in writing upon a form provided for this purpose. This form shall also be executed by the Mayor and Clerk of the applicable municipality. No other persons shall be eligible to vote on business items at Municipal Membership Meetings.

Section 2. Weighted Votes.

A. Allocation; Mechanism: The voting delegate of aAny Municipal Member who is eligible to vote may call for a weighted vote on any issue before the membership unless prohibited under subsection B herein below. Weighted voting is automatic upon call by a member who is eligible to vote. Each weighted vote shall be by roll call vote, taken and recorded by the Secretary-Treasurer or designee. Weighted votes for each Municipal Member shall be based upon the latest Estimates of Population by County and Municipality prepared by the University of Florida.

(1) Each Municipal Member of up to 5,000 population shall have one (1) weighted vote.

(2) **Each Municipal member of 5,001 to 17,144 population shall have two (2) weighted votes.**

(3) Each Municipal member of 17,145 to 35,000 population shall have three (3) weighted votes.

(4) Each Municipal Member of 35,001 or more population shall have four (4) weighted votes.

B. Prohibited: Weighted voting is prohibited in the following instances:

(1) Appointments to County wide, Regional and State Committees and Boards in accordance with Article Eleven of these Bylaws.

(2) Removal of League appointees in accordance with Article Twelve of these Bylaws.

(3) Election of Officers and Directors in accordance with Article Three of these Bylaws.

Section 3. Non-Weighted Votes. **Unless a weighted vote as described in accordance with subsection 2A hereinabove is requested by a voting delegate of a Municipal Member eligible to vote and approved by the Municipal Membership, the business shall be conducted by a simple majority of the quorum.** If the presiding officer is unable to determine the results of a voice vote, the presiding officer may request a roll call vote.

RESOLUTION 2016-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING A VOTING DELEGATE AND ALTERNATE VOTING DELEGATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council wishes to appoint a voting delegate and alternate voting delegates to the Palm Beach County League of Cities to vote on behalf of the Village at general membership meetings or as otherwise permitted or required.

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

Section 1. The Village Council hereby appoints Robert Gebbia as voting delegate to the Palm Beach County League of Cities ("League"). All Councilmembers not serving as voting delegate shall serve as alternate voting delegates to the League. The Village Council, by majority vote, may modify these appointments without need to amend this Resolution.

Section 2. All Resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2016.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

Anchorage Park Marina Dry Storage Update

August 12, 2021



Tonight's Discussion

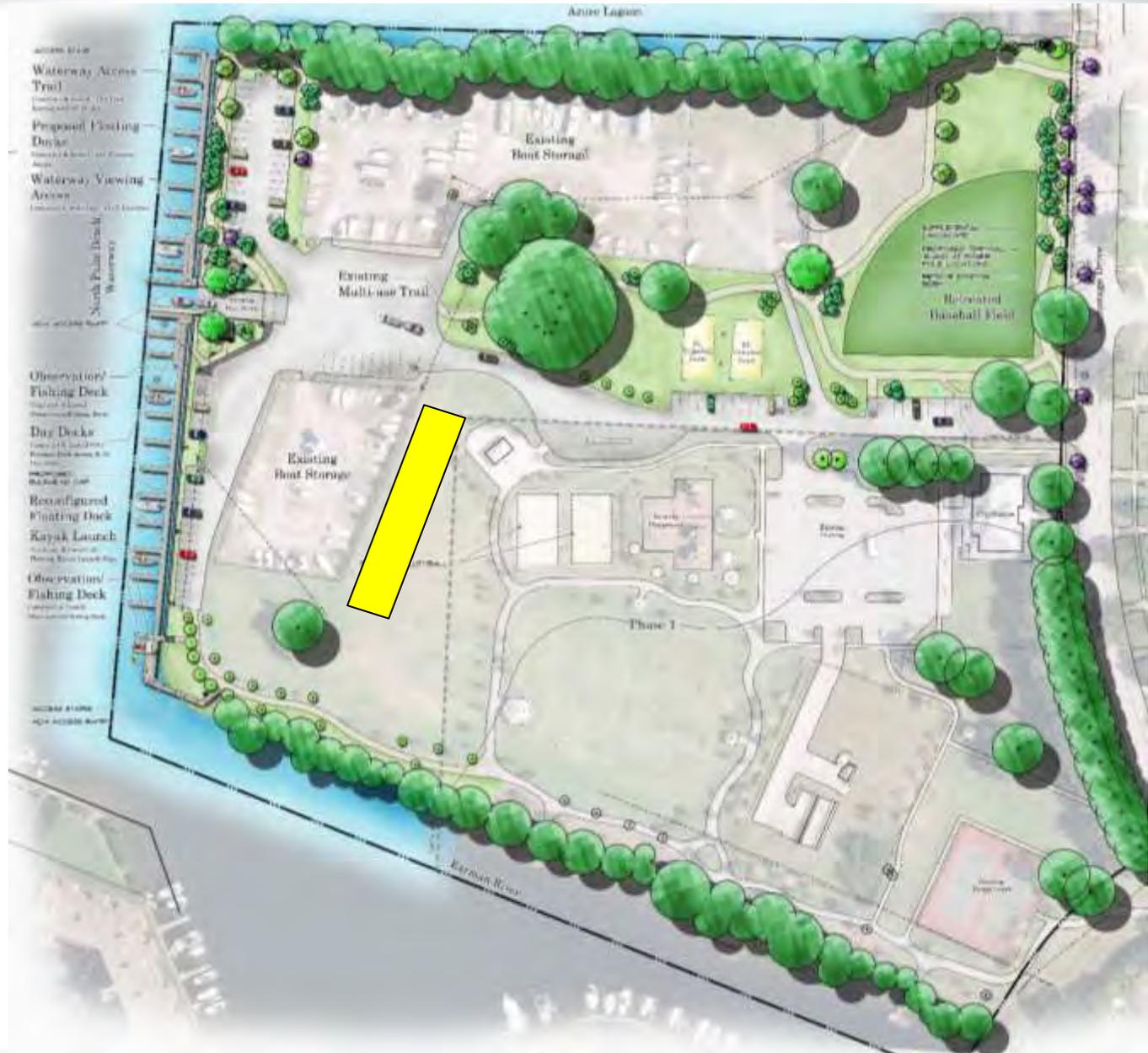
- Design per Master Plan
- Update on Resident Concerns
- Update on State Grant Change
- Provide Green Space Evaluation



Action Required

- Direct staff to engage consultants for professional engineering & planning tasks on final foot print;
- Not a final project approval or notice to commence construction;
- No additional funding impacts at this time - consultants cost already approved & budgeted;
- Future review of design options by Council & Advisory Boards before final approval.

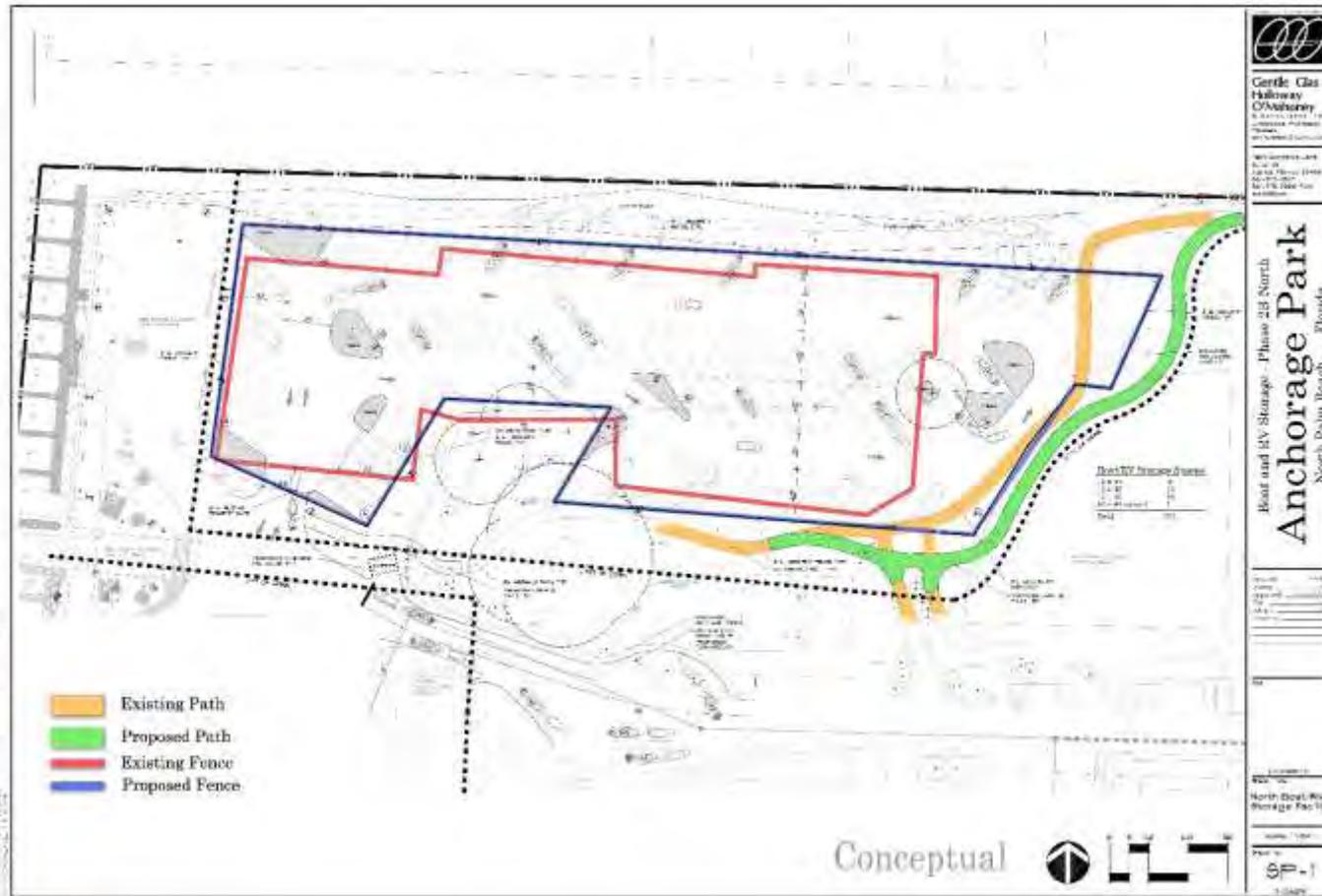




- ACCESS POINT
- Waterway Access Trail
- Proposed Fishing Deck
- Waterway Viewing Areas
- Observation Fishing Deck
- Day Decks
- Reconfigured Floating Deck
- Kayak Launch
- Observation Fishing Deck
- ACCESS POINT
- ACCESS POINT



Northside Design



Dry Storage Analysis

Current Layout

Length	Amount
12'-15'	3
16'-20'	15
21'-25'	60
26'-30'	29
31'-35'	15
36'-40'	11
Total Spaces	133
Day Spaces	20

Wait List

Length	Amount
12'-15'	2
16'-20'	18
21'-25'	53
26'-30'	122
31'-35'	77
36'-40'	32
Total Waiting	304

Master Plan

Length	Amount
30'	80
40'	56
Total Spaces	136
Day Spaces	34

Day Space Analysis

Current Layout

Location	Amount
Asphalt	20
Grass	12
Total Spaces	32

Master Plan

Location	Amount
Asphalt	34
Grass	12
Total Spaces	46

Keep South Storage Lot

Length	Amount
Asphalt	10
Grass	12
Total Spaces	22

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Gentile Glas
Holloway
O'Mahoney
& Associates, Inc.
Landscape Architects
Planners and
Environmental Consultants

1907 Commerce Lane
Suite 101
Naples, Florida 34108
561-575-9587
561-575-5880 FAX
www.2GHO.com

MEMO

DATE: July 6, 2020

TO: Russ Ruskay rruskay@village-npb.org

FROM: Emily O'Mahoney emily@2gho.com
Kevin Smith kevin@2gho.com

CC: Keith Jackson kjackson@engenuitygroup.com

RE: Anchorage Park Boat Storage
Cost Ranges

Please find the following probable cost ranges for the new boat enclosure on the north side of Anchorage park, replacing the current facility:

ITEM	LOW END	HIGH END
LANDSCAPE	\$80,000	\$50,000
LIGHTING ELECTRICAL	\$125,000	\$125,000
ENCLOSURE	\$70,000	\$185,000
SURFACING	\$154,500	\$191,000
TOTAL	\$429,500	\$551,000

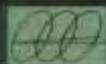
Note: The above costs do not include Civil Engineering or Design costs.
Contingency is also not included.

Fence Option



Enclosure Option 'C' – Metal Fence • Metal or optional Aluminum, barbed or flat spindles.

 Village of North Palm Beach

 GENTLE GLAS
HOLLOWAY
O'MAHONEY

Anchorage Park North Boat/RV Storage 5

Tentative Schedule

- Consultants Work (Dec)
- Council & Advisory Board Reviews (Jan)
- Revisions if Needed (Feb)
- Bid Process 3 Months (May)
- Contract Award (June)

**VILLAGE OF NORTH PALM BEACH
PARKS & RECREATION**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Stephen Poh, Superintendent of Parks & Recreation

DATE: August 12, 2021

SUBJECT: **Discussion on Palm Beach Crew Agreement for Use of Anchorage Park**

Village Staff is seeking Village Council direction and approval to move forward with an agreement with Palm Beach Crew for the development and use of a storage area at Anchorage Park.

Background:

Palm Beach Crew, which is a 501(c)(3) non-profit rowing club led by head coach, Dr. Susan Saint Sing, has been using Anchorage Park for the storage of equipment, training and launching boats. It offers competitive rowing for novice and varsity levels. The initial use of Anchorage Park by Palm Beach Crew was experimental in nature and no agreements were in place governing its use. With the growth of the program and its sustainability as an organization, it is necessary to formalize the relationship between Palm Beach Crew and the Village.

Agreement Concepts:

Any use of Anchorage Park for the operational and storage needs of Palm Beach Crew must be accompanied by some value for the community. The following discusses the concepts that Village staff has discussed with Palm Beach Crew:

Rowing Classes and Programming: The Needs Assessment confirmed that there is interest from our residents in rowing and other related activities (paddle boarding, kayaking, etc.). To address this need, the Crew would offer classes following the conditions of the Village's current instructor agreement which includes a per person/occurrence fee. These classes consist of:

- Rowing ergometer "spin" classes to be held on a weekly basis to teach basics of fitness on rowing machine; Ages 12 and up
- "Learn to row" water sessions would be held bimonthly at lower tide cycles; Ages 12 and up

Palm Beach Crew will also continue to offer programming at Anchorage Park:

- Participation in National Row Day, which is held the first Saturday in June which is free to all residents.
- Competitive opportunities for residents that would want to join the Palm Beach Crew racing program. Discounts are available for Village residents. This program is for ages 12-18. Village residents are currently participating in this program.

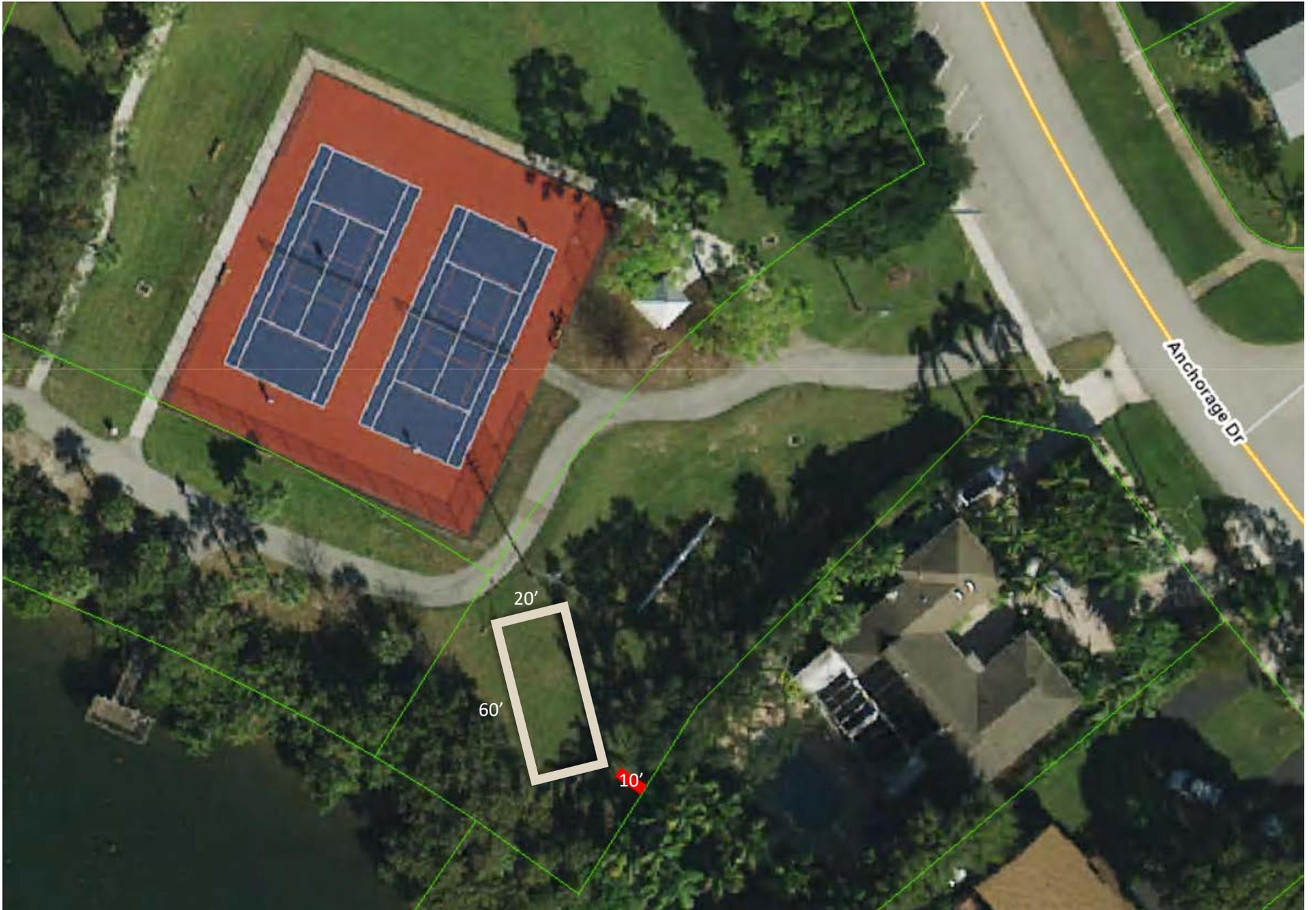
Storage Area: The Crew currently stores its boats in the Village's dry storage area and pays based upon current rental rates. Staff has requested that Crew remove its boats from the storage area to maximize the storage capacity for residents' needs. In response, the Crew has proposed to create a fenced in area with landscaping around the fence near the launch area on the southeast corner of Anchorage Park (map attached).

The fence material would be an 8' black vinyl chain link fence to be screened with Calusa hedge material. The interior storage racks would be 2' wide x 6' high. The top of the rack would be below the height of the fence.

The Crew would be responsible for paying the installation of the fencing and landscaping in this area. They would pay the Village a yearly rental fee for this area which would be half the amount of the current storage fee (\$1,500). The agreement would be for one year. Should the Village or Palm Beach Crew decide to terminate the Agreement, the Crew would be responsible for the removal of the fenced area and restoration to the area's current condition.

Village Council Direction:

Staff is seeking Council direction related to the proposal and the development of an Agreement between the Village and Palm Beach Crew.



**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: August 12, 2021
SUBJECT: **DISCUSSION – Amending the Qualifying Period for Village Elections**

Prior to 2017, the qualifying period for the Village’s General Election was from noon on the last Tuesday in January to noon on the second Tuesday in February. At the request of the prior Palm Beach County Supervisor of Elections, the Village Council, through the adoption of Ordinance No. 2017-18, changed the qualifying period to the first seven (7) business days in January to allow sufficient time for the SOE to send vote-by-mail ballots to overseas citizens.

In preparation for the 2021 Municipal Election, the current Supervisor of Elections indicated that the Village’s qualifying period still did not allow sufficient time to prepare the required vote-by-mail ballots which take at least three weeks to create, proofread and finalize. Pursuant to Section 101.62, Florida Statutes, the vote-by-mail ballots must be mailed forty-five (45) days prior to the election. Consequently, the Supervisor of Elections requested that the names of the candidates and any referendum questions for the March election be submitted by the middle of December.

In response to the Supervisor of Elections request, staff recommended changing the qualifying period to the first seven (7) business days in December. The recommendation was approved by the Village Council through the adoption of Ordinance 2021-05 on March 25, 2021.

On June 10, 2021, the Supervisor of Elections distributed a letter to Palm Beach County’s Municipal Clerks, Commissions and Councils requesting that election qualifying periods end on or before the 95th day before Election Day. For the March 8, 2022 election the qualifying period would be required to end no later than Friday, December 3, 2021. The Village’s current qualifying period would end on Thursday, December 9, 2021 which is the 89th day before Election Day.

In light of the foregoing, Village Staff requests Council consideration, input and guidance regarding a proposed Ordinance amending the qualifying period for the Village’s General Election held on the first seven (7) business days in December to a time frame during the month of November. A number of municipalities have moved their qualifying periods to the beginning of November so as not to conflict with the Thanksgiving holiday.

Recommendation:

Village Staff requests Council consideration, input and guidance regarding a proposed Ordinance amending Section 10-5 of the Village Code of Ordinances to change the qualifying period for the Village’s General Election held the second Tuesday in March from the first seven (7) business days in December to a time period in November.



Village Clerk

JUN 10 2021

Received

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County