



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, OCTOBER 22, 2020  
7:30 PM

Susan Bickel  
Mayor

Mark Mullinix  
Vice Mayor

David B. Norris  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Deborah Searcy  
Councilmember

Andrew D. Lukasik  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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**In accordance with Palm Beach County Emergency Order Number 28, to the extent not in conflict with applicable laws, all individuals, businesses and establishments are required to adhere to all applicable social distancing guidelines issued by the Centers for Disease Control and Prevention ("CDC"). In order to reduce the spread of COVID-19, the CDC recommends that all persons continue to social distance by staying at least six feet away from other people who are not a part of their household in both indoor and outdoor spaces. Consequently, given the limited space within the Village Council Chambers, the Village of North Palm Beach shall utilize communications media technology to facilitate and encourage public participation in this meeting electronically, via internet access or telephone.**

### **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/84963607781?pwd=L3hGeFFPYUVMZXBDazV6a0xjT3lEQT09>

**Meeting ID:** 849 6360 7781

**Passcode:** 412313

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

**Meeting ID:** 849 6360 7781

**Passcode:** 412313

**Public Comments:** Public comments can be submitted by filling out the public comment form that can be accessed by clicking the following link [Public Comment Card](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

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## **AGENDA**

### **ROLL CALL**

### **INVOCATION - VICE MAYOR**

### **PLEDGE OF ALLEGIANCE - MAYOR**

### **AWARDS AND RECOGNITION**

### **APPROVAL OF MINUTES**

- 1.** Minutes of the Regular Session held October 8, 2020

### **COUNCIL BUSINESS MATTERS**

#### **STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS**

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

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

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

#### **DECLARATION OF EX PARTE COMMUNICATIONS**

#### **PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

- 2.** **1ST READING OF ORDINANCE 2020-21 – CODE AMENDMENT – COMMERCIAL ACTIVITIES PROHIBITED IN PARK FACILITIES AND RECREATION AREAS** Consider a motion to adopt on first reading Ordinance 2020-21 amending Article I, "In General," of Chapter 20, "Parks, Playgrounds and Recreation," to adopt a new section 20-10, "Commercial Activities Prohibited."
- 3.** **PUBLIC HEARING AND 2ND READING OF ORDINANCES 2020-10 THROUGH 2020-20 – REZONING COMMERCIAL PROPERTIES** Consider a motion to adopt and enact on second reading Ordinances rezoning several commercial properties for consistency with the Village's new land development regulations.

#### **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.*

- 4.** **RESOLUTION –** Amending Resolution 2020-16 to remove Truck 82 from the list of vehicles to be surplus and to reassign the vehicle to the North Palm Beach Country Club.
- 5.** Receive for file Minutes of the Planning Commission meeting held 9/1/20.

## **OTHER VILLAGE BUSINESS MATTERS**

- 6. MOTION – CONFIRMATION OF DEPUTY VILLAGE CLERK APPOINTMENT** Consider a motion to confirm the appointment of Tammy Held as Deputy Village Clerk.
- 7. RESOLUTION – SANITATION TRUCK PURCHASE** Approving the acquisition of a 2020 Mack Rear Loader Sanitation vehicle from Nextran Corporation d/b/a/ Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association contract; approving a seven-year lease agreement with Pinnacle Public Finance, Inc. at a total cost of \$273,023.56 over the term of the lease; and declaring an existing Rear Loader Sanitation vehicle as surplus property.
- 8. RESOLUTION – PAYMENT TO FARMER'S TABLE FOR PAVILION BUILDOUT** Approving a payment to Farmer's Table in the amount of \$48,256.89 for the buildout of the Country Club Clubhouse pavilion and establishing a value of the pavilion and pool concession improvements pursuant to the third amendment to the lease agreement.

## **COUNCIL AND ADMINISTRATION MATTERS**

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

### **VILLAGE MANAGER MATTERS/REPORTS**

- 9.** Lakeside Park Bulkhead Engineering Design Review

## **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  
OCTOBER 8, 2020**

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

ROLL CALL

Mayor Bickel called the meeting to order at 7:30 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Mullinix gave the invocation and Mayor Bickel led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held September 24, 2020 were approved as written.

PUBLIC HEARING AND MOTION – REASONABLE ACCOMMODATION REQUEST

Mr. Rubin stated that the Reasonable Accommodation Request was filed by Reprieve LLC for community residences located at 800, 804, and 808 Prosperity Farms Road. Mr. Rubin began a presentation and explained that the applicant was seeking a reasonable accommodation from the Village's definition of term family, which limits the number of unrelated persons living in a single housekeeping unit to three (3). The applicant was seeking approval for four (4) unrelated persons to reside in each two-bedroom community residence. Mr. Rubin explained Section 45-2 of the Village code and the Federal Fair Housing Amendments Act. Mr. Rubin concluded the presentation and stated the conditions that staff was recommending for approval.

Mayor Bickel opened the public hearing.

There being no comments, Mayor Bickel closed the public hearing.

Discussion ensued between Mr. Rubin, staff and Council regarding the Reasonable Accommodation Request.

A motion was made by Councilmember Searcy and seconded by President Pro Tem Norris to approve a conditional Reasonable Accommodation Request filed by Reprieve, LLC for Community Residences located at 800, 804, and 808 Prosperity Farms Road.

Thereafter, the motion passed 4 to 1 with Mayor Bickel, President Pro Tem Norris, Councilmember Aubrey and Councilmember Searcy voting aye and Vice Mayor Mullinix voting nay.

ORDINANCES – REZONING COMMERCIAL PROPERTIES

(1) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING TWENTY PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD EAST OF SOUTHWIND DRIVE AND WEST OF U.S. HIGHWAY ONE TOTALING APPROXIMATELY 16.312 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(2) ORDINANCE

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Norris to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING FIVE PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD EAST OF NORTHLAKE DRIVE AND WEST OF LAKE CIRCLE TOTALING APPROXIMATELY 2.218 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(3) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by President Pro Tem Norris to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING NINE PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD WEST OF PROSPERITY FARMS ROAD AND EAST OF NORTHLAKE DRIVE TOTALING APPROXIMATELY 4.241 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(4) ORDINANCE

A motion was made by Councilmember Aubrey and seconded by Vice Mayor Mullinix to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING FIVE PARCELS OF PROPERTY LOCATED ON THE

(4) ORDINANCE *continued*

NORTH SIDE OF NORTHLAKE BOULEVARD WEST OF ALTERNATE A1A AND EAST OF PROSPERITY FARMS ROAD TOTALING APPROXIMATELY 2.956 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(5) ORDINANCE

A motion was made by Councilmember Searcy and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF THE C-17 CANAL (400 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 1.76 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(6) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF U.S. HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (500 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 1.94 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(7) ORDINANCE

A motion was made by President Pro Tem Norris and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING TWO PARCELS OF PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE (639 U.S. HIGHWAY ONE/POETS WALK MEMORY CARE) TOTALING APPROXIMATELY 2.73 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(8) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S. HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (420 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 2.72 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(9) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Searcy to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE EAST SIDE OF PROSPERITY FARMS ROAD NORTH OF NORTHLAKE BOULEVARD (300 PROSPERITY FARMS ROAD) TOTALING APPROXIMATELY 0.57 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(10) ORDINANCE

A motion was made by President Pro Tem Norris and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTH SIDE OF YACHT CLUB DRIVE WEST OF U.S. HIGHWAY ONE (1037 MARINA DRIVE) TOTALING APPROXIMATELY 11.80 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(11) ORDINANCE

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF CASTLEWOOD DRIVE AND WETTAW LANE (200 CASTLEWOOD DRIVE) TOTALING APPROXIMATELY 0.77 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL

(11) ORDINANCE *continued*

DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(12) ORDINANCE

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Norris to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTH SIDE SHORE COURT EAST OF U.S. HIGHWAY ONE (139 SHORE COURT) TOTALING APPROXIMATELY 1.46 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(13) ORDINANCE

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt on first reading an Ordinance entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A VACANT PARCEL OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S. HIGHWAY ONE AND YACHT CLUB DRIVE (200 YACHT CLUB DRIVE) TOTALING APPROXIMATELY 1.41 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Jeremy Hubsch explained that the Ordinances would rezone certain properties to make them consistent with the new zoning districts that were approved on September 24<sup>th</sup>. Mr. Hubsch began a presentation and explained which properties would be rezoned.

Thereafter, the motions to adopt the thirteen (13) Ordinances rezoning commercial properties on first reading passed unanimously.

CONSENT AGENDA

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

Motion – Approving the suspension of the 11/26/20 and 12/24/20 Council meetings in observance of national holidays.

Receive for file Minutes of the Golf Advisory Board meeting held 8/17/20.

Receive for file Minutes of the Library Advisory Board meeting held 9/22/2020.

RESOLUTION 2020-63 – FRDAP GRANT FOR TENNIS COURT IMPROVEMENTS

A motion was made by President Pro Tem Norris and seconded by Vice Mayor Mullinix to adopt Resolution 2020-63 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT FUNDS FOR TENNIS COURT IMPROVEMENTS AND AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Country Club General Manager Beth Davis explained the reason for obtaining the grant. Ms. Davis stated that the grant funds would be used to laser grade four to five tennis courts and to place approximately 240 linear feet of channel drains and landscape around the courts. The work will begin in May of 2021.

Thereafter, the motion to adopt Resolution 2020-63 passed unanimously.

RESOLUTION 2020-64 – ENGINEERING SERVICES FOR ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2020-64 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Russ Ruskay, Recreation Manager stated that the proposal was for design services for the Anchorage Park Marina Dry Storage renovation project on the north side of the park only. Mr. Ruskay discussed the current condition of the dry storage and the waiting lists for dry storage spaces. Mr. Ruskay stated that trailer parking spaces would be increased from 20 spaces to 34 spaces.

Emily O’Mahoney from 2GHO began a presentation of the design concepts for the dry storage renovation project.

Councilmember Aubrey asked for the total amount budgeted for the project.

Mr. Ruskay stated that \$400,000 was budgeted for the project and that \$200,000 of that budget would be provided by grant funds. Mr. Ruskay stated that the total cost of the project would be dependent on what options were chosen.

Vice Mayor Mullinix asked if the south side dry storage would be affected.

Mr. Ruskay explained that the south side storage would be removed and moved to the north side storage. This would open up the south side to include more trailer parking spaces.

Vice Mayor Mullinix expressed his concerns regarding the proposed loss of the south side dry storage and having too much asphalt and not enough green space at the park.

RESOLUTION 2020-64 – ENGINEERING SERVICES FOR ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT *continued*

Discussion ensued between staff and Council regarding the proposed design for the project.

Councilmember Searcy asked if the Recreation Advisory Board's recommendations would be taken into consideration when designing the project.

Mr. Ruskay stated that the Recreation Advisory Board's recommendations would be forwarded to the design team and the design options would be brought back to Council and the Recreation Advisory Board.

Thereafter, the motion to adopt Resolution 2020-64 passed unanimously.

RESOLUTION 2020-65 – PARKS AND RECREATION NEEDS ASSESSMENT CONTRACT

A motion was made by Councilmember Searcy and seconded by Councilmember Aubrey to adopt Resolution 2020-65 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL SUBMITTED BY BARTH ASSOCIATES LLC TO CONDUCT A PARKS AND RECREATION NEEDS ASSESSMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the purpose and need for a Recreation Needs Assessment.

Mr. Ruskay gave a brief background regarding the need for a Recreation Needs Assessment. Mr. Ruskay explained what a Recreation Needs Assessment would provide and what would take place once it was implemented. Mr. Ruskay stated that Mr. Barth from Barth and Associates was present for questions if needed.

Discussion ensued between staff, Mr. Barth and Council regarding the purpose and implementation of a Recreation Needs Assessment.

Vice Mayor Mullinix and President Pro Tem Norris expressed their concerns with the timing of the Recreation Needs Assessment.

Discussion ensued between Councilmembers regarding the timing of the Recreation Needs Assessment and whether or not it should be postponed until after the consequences and new reality of the Covid-19 pandemic were determined.

Thereafter, the motion to adopt Resolution 2020-65 passed 3 to 2 with Mayor Bickel, Councilmember Aubrey and Councilmember Searcy voting aye and Vice Mayor Mullinix and President Pro Tem Norris voting nay.

VILLAGE COUNCIL MATTERS/REPORTS

Vice Mayor Mullinix stated that the new Country Club Monument Sign was amazing and impressive.

Councilmember Searcy stated that certain members of Advisory Boards whose terms had expired had not yet been brought back for reappointment. Councilmember Searcy recommended re-evaluating the Village's Advisory Boards and Committees, and giving a one-year extension to board members whose terms expired in April 2020.

Discussion ensued between Councilmembers regarding the re-evaluation of the Village's Advisory Boards and Committees, and an extension of terms.

Council came to consensus to give board members whose terms expired in 2020 a one-year extension and to discuss and re-evaluate the Village's Advisory Boards and Committees at a future Council meeting.

Mayor Bickel stated she was able to have Allamanda Elementary school participate with the Village in the Read for the Record event. Mayor Bickel stated that she would send out an email to all Village employees asking for participation.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik stated that Council and staff would be physically returning to the Council Chambers for the next Council meeting on October 22<sup>nd</sup>. The meeting will also be conducted virtually utilizing Zoom which would make the meeting accessible to the public. Social distancing protocols will still be in place and Plexiglas has been installed on the dais for the safety of the Councilmembers.

Mr. Lukasik gave an update on the life safety issue at the Rocket Fuel property and stated that Code Enforcement and Community Development staff were working on addressing the issue.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:57 p.m.

  
Jessica Green, MMC, Village Clerk

## VILLAGE OF NORTH PALM BEACH PARKS & RECREATION

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Stephen Poh, Director of Parks & Recreation

DATE: October 22, 2020

SUBJECT: **ORDINANCE 1st Reading** – Amending Chapter 20 (Parks, Playgrounds and Recreation) of the Code of Ordinances to adopt a new Section 20-10 prohibiting commercial activities

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Village staff is recommending the adoption of an Ordinance amending Chapter 20 (Parks, Playgrounds and Recreation) of the Village Code of Ordinances to adopt a new section prohibiting commercial activities from taking place within the limits of any village park or recreational area, including the North Palm Beach Country Club.

### **Background:**

There have been a number of recent incidents involving private businesses using Village property to generate revenue. The private use of public property for business purposes is not appropriate without a vetting process and/or fair compensation to the Village, and the private use of Village property, when not permitted, interferes with the recreational use of such property by Village residents and other members of the public.

Staff has received multiple complaints from residents regarding private use of public facilities:

- Fitness companies have set up equipment at the Lakeside Park basketball court and the Community Center fields to conduct classes;
- A car wash company and a food truck attempted to set up in Lakeside Park parking lot area to conduct business;
- At Anchorage Park, instructors have used the Village's sand volleyball and tennis courts to give lessons without permission; and
- Soccer instructors have hosted training sessions on the Osborne Park baseball fields.

Although the Police Department has assisted Parks and Recreation staff by enforcing trespassing ordinances, a clear prohibition of any unpermitted commercial activities will provide staff with another tool to prevent unauthorized private use of the Village's parks and recreation facilities.

### **Ordinance Detail:**

The proposed amendment will prohibit commercial activities in the Village's parks without a permit. Commercial activities will include the display or offer for sale, rent or trade any article, service or thing or place any stand, equipment, cart or vehicle for the transport, sale or display of any food, drink, article or merchandise. No person can engage in a commercial or group activity for compensation or solicit any business within the limits of any village park or recreational area, including the North Palm Beach Country Club.

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

**Recommendation:**

**Village Staff recommends Council consideration and adoption on first reading of the attached Ordinance amending Chapter 20 of Parks, Playgrounds and Recreation to adopt a new Section 20-10 prohibiting unauthorized commercial activities in Village parks and recreation areas in accordance with Village policies and procedures.**



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

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3 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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5 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
6 2020

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9 (Village Seal)

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MAYOR

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13 ATTEST:

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VILLAGE CLERK

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19 APPROVED AS TO FORM AND

20 LEGAL SUFFICIENCY:

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VILLAGE ATTORNEY

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

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

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

DATE: October 22, 2020

SUBJECT: **Ordinances 2nd Reading** – Ordinances Rezoning Commercial Properties (for Consistency with new land development regulations)

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The Village Council adopted revised land development regulations for the Village's commercial corridors on September 24, 2020. The revised land development regulations were created in order to implement several recommendations from the Citizen's Master Plan. Now that the new regulations are adopted, there are a number of properties that require municipally initiated rezonings in order to be consistent with the new codes.

The rezonings are needed for:

1. All properties along Northlake Boulevard between US-1 and Alternate A1A, which are going from the C-1 Neighborhood Commercial District to the newly created C-NB Northlake Boulevard Commercial District. This new zoning district will incorporate the Northlake Boulevard Overlay Zoning District (NBOZ) into its own zoning district. These properties can be seen in Exhibit 1.
2. Several properties along the US-1 corridor between Yacht Club Drive and the Earman River, which are being rezoned to the new CM-U US-1 Mixed Use District. The existing C-A Commercial District is being renamed the CM-U District. Most of the properties that will be in the CM-U District are in the existing C-A District and therefore do not need to be rezoned. However, there are several properties that currently carry different zoning designations. These properties can be seen in Exhibit 2.
3. Properties within the Village that are currently in the C-1A Limited Commercial Zoning District. The entire C-1A Limited Commercial District is being eliminated. These properties are being rezoned to the C-S Shopping Commercial District, which is the most similar zoning district to C-1A. These properties can be seen in Exhibit 3.

**Public Notice**

The proposed rezonings require public notice to be compliant with the Village's Code of Ordinances and Florida Statutes. Mailed notices have been sent to all property owners that are being rezoned. Rezoning signs have been posted every 500 feet of right-of-way at properties being rezoned. A newspaper ad was placed in the Palm Beach post a week prior to the meeting.

**Planning Commission Meeting**

The Planning Commission considered the proposed rezonings at its September 1<sup>st</sup> meeting. Owners of properties being rezoned were sent mailers in advance of the meeting. The meeting was opened for public comment and there were no comments from property owners or residents. After a very brief

discussion, the Planning Commission voted unanimously to recommend approval of the rezonings to the Village Council.

### **Changes Since First Reading**

Three of the proposed Ordinances that were on the October 8, 2020 agenda for first reading have been pulled from this meeting. One of the three was accidentally excluded by the Village Attorney when reading the titles of the Ordinances on October 8, 2020. The other two require special noticing requirements because they are larger than ten acres and those requirements were not met. The three Ordinances will be pushed to the November 12<sup>th</sup> Council meeting for first reading, along with two additional required rezoning Ordinances.

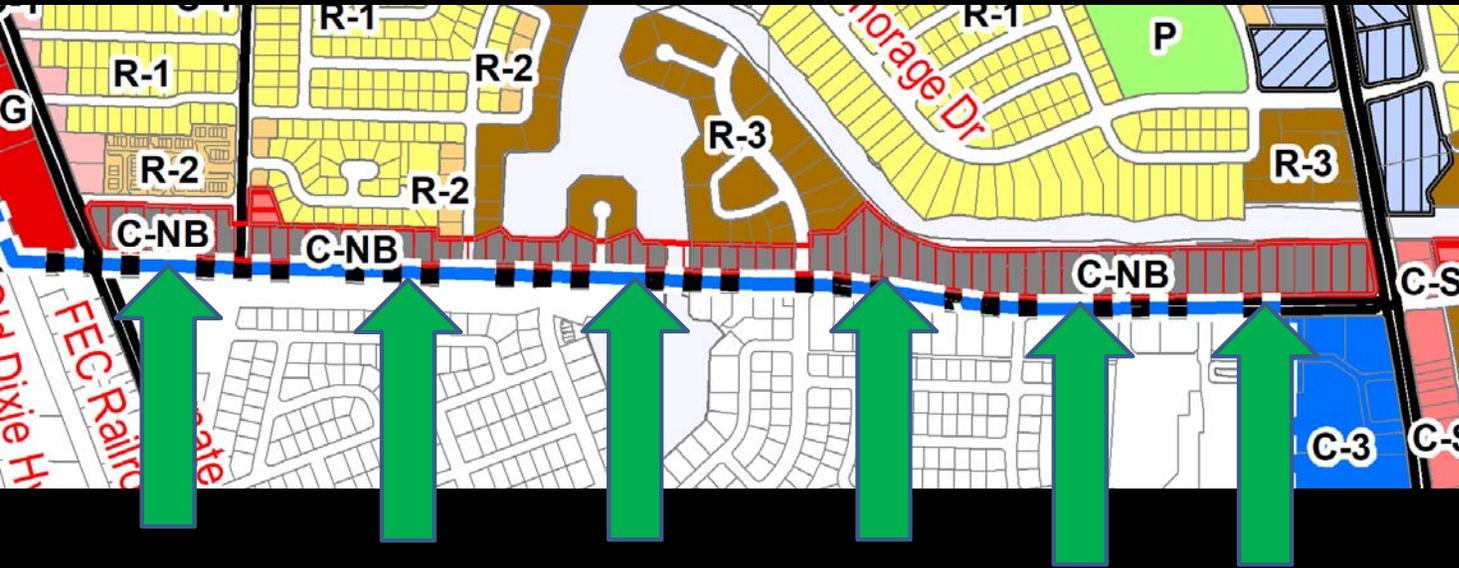
*There is no fiscal impact*

**Recommendation:** Village Staff and the Planning Commission recommend approval of Ordinance No. 2020-10 through Ordinance No. 2020-20 to rezone several commercial properties for consistency with the Village's new commercial land development regulations.

### **Attachments:**

1. **Exhibit 1-Land to be rezoned to C-NB**
2. **Exhibit 2-Land to be rezoned to C-MU**
3. **Exhibit 3-Land to be rezoned to C-S**
4. **Ordinance 2020-10 (Northlake – Northlake Drive to Lake Circle)**
5. **Ordinance 2020-11 (Northlake – Prosperity Farms to Northlake Drive)**
6. **Ordinance 2020-12 (Northlake – Alternate A1A to Prosperity Farms)**
7. **Ordinance 2020-13 (400 U.S. One)**
8. **Ordinance 2020-14 (500 U.S. One)**
9. **Ordinance 2020-15 (Memory Care/Poet's Walk)**
10. **Ordinance 2020-16 (420 U.S. One)**
11. **Ordinance 2020-17 (300 Prosperity Farms)**
12. **Ordinance 2020-18 (200 Castlewood)**
13. **Ordinance 2020-19 (139 Shore Court)**
14. **Ordinance 2020-20 (200 Yacht Club Drive)**

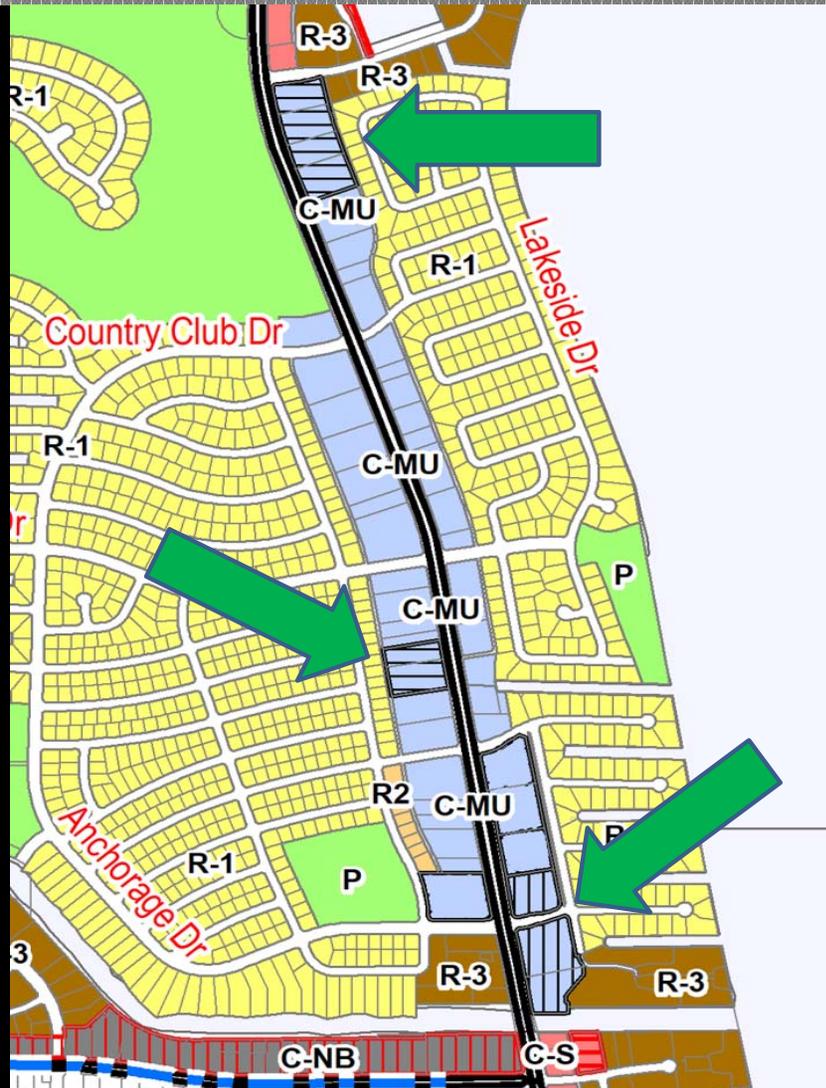
# Exhibit 1-Land to be Rezoned (from C-1 into new C-NB zoning district)



### Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach

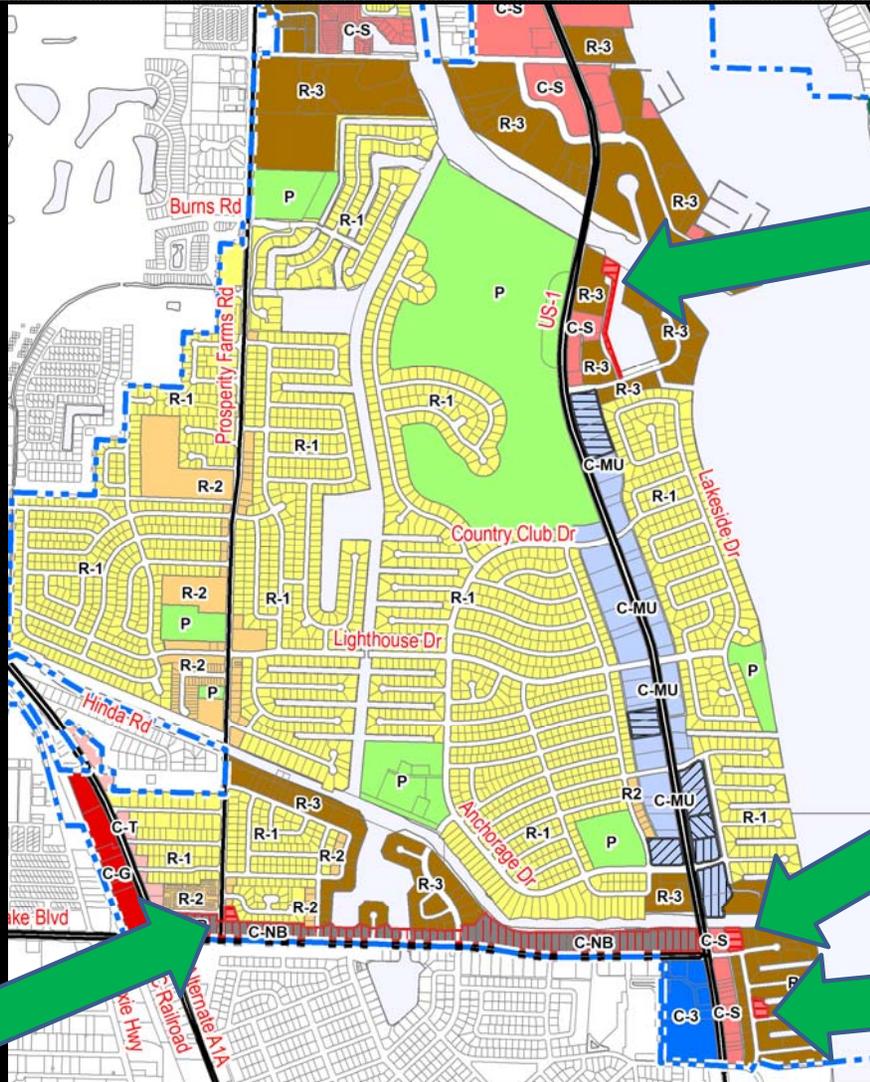
# Exhibit 2-Land to be Rezoned (adding parcels to C-MU)



## Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach

# Exhibit 3-Land to be Rezoned (from C-1A to C-S)



## Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach



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

5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 721 Northlake Boulevard**

Lot 5, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 25, Pages 175 and 176; and

All of Lot 6, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 25, Pages 175 and 176, less the following portion of said Lot 6: Beginning at the Southeast corner of said Lot 6; thence Westerly, along the South line of said Lot 6, a distance of 48 feet; thence Northerly, at right angles to the preceding course, a distance of 139.95 feet, to a point in a line parallel with, 32.50 feet Southeasterly from and measured at right angles to the Northwesterly line of said Lot 6; then Northeasterly, along said parallel line, a distance of 62.89 feet to the Northeasterly line of said Lot 6; thence Southeasterly along said Northeasterly line a distance of 35 feet to the Northeast corner of said Lot 6, and thence Southwesterly, along the East line of said Lot 6, a distance of 144.19 feet to the Point of Beginning.

(PCN: 68-43-42-16-04-037-0061)

**Parcel 2: 719 Northlake Boulevard**

A parcel of land lying in Lot 6, Block 37, Village of North Palm Beach, Plat No. 3, Florida, according to the Plat thereof, as recorded in Plat Book 25, Page 175 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Lot 6; thence, Westerly, along the South line of said Lot 6, a distance of 48 feet; thence, Northerly, at right angles to the preceding course, a distance of 139.95 feet to a point in a line parallel with, 32.50 feet Southeasterly from and measured at right angles to the Northwesterly line of said Lot 6; thence Northeasterly, along said parallel line, a distance of 62.89 feet to the Northeasterly line of said Lot 6; thence, Southeasterly, along said Northeasterly line, a distance of 35 feet to the Northeast corner of said Lot 6; thence, Southwesterly, along the East line of said Lot 6, a distance of 144.19 feet to the Point of Beginning.

(PCN: 68-43-42-16-04-037-0062)

**Parcel 3: 715 Northlake Boulevard**

Lot 7, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0070)

**Parcel 4: 707 Northlake Boulevard**

Lots 8 and 9, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0080)

**Parcel 5: 701 Northlake Boulevard**

Lot 10, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0100)

1 **ORDINANCE NO. 2020-11**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING NINE PARCELS OF  
5 PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE  
6 BOULEVARD WEST OF PROSPERITY FARMS ROAD AND EAST OF  
7 NORTHLAKE DRIVE TOTALING APPROXIMATELY 4.241 ACRES,  
8 AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1  
9 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB  
10 NORTHLAKE BOULEVARD COMMERCIAL DISTRICT;  
11 AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR  
12 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING  
13 FOR AN EFFECTIVE DATE.

14  
15 WHEREAS, in connection with the update to its commercial zoning districts to implement  
16 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
17 designation of nine parcels of property located on the north side of Northlake Boulevard  
18 east Prosperity Farms Road and west of Northlake Drive totaling approximately 4.241  
19 acres, as more particularly described in Exhibit “A” attached hereto and incorporated  
20 herein (“Property”), from the C-1 Neighborhood Commercial District to the C-NB  
21 Northlake Boulevard Commercial District; and

22  
23 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
24 Planning Agency, conducted a public hearing on the rezoning application; and

25  
26 WHEREAS, having considered the recommendation of the Planning Commission and the  
27 evidence and testimony presented during the course of two public hearings, the Village  
28 Council determines that the rezoning request complies with all requirements and provisions  
29 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
30 the residents and citizens of the Village.

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

34  
35 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
36 are incorporated herein.

37  
38 Section 2. The Village Council hereby rezones nine parcels of property located on the  
39 north side of Northlake Boulevard east Prosperity Farms Road and west of Northlake Drive  
40 totaling approximately 4.241 acres, as more particularly described in Exhibit “A” attached  
41 hereto and incorporated herein (“Property”), from the C-1 Neighborhood Commercial  
42 District to the C-NB Northlake Boulevard Commercial District.

43  
44 Section 3. The Village Council hereby directs Village Administration to ensure that  
45 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
46

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

5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 819 Northlake Boulevard**

The East 150 feet of the West 183 feet of the South one-third (S 1/3) of the Southwest one-quarter, of the Southwest one-quarter, of the Southeast one-quarter, of Section 17, Township 42 South, Range 43 East, LESS the South 45 feet thereof for roadway purposes.

ALSO LESS

Being a parcel of land in the Southeast one-quarter (S.E. 1/4) of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commence at the South quarter corner of said Section 17; thence. North 01°57'23" East along the center line of Prosperity Farms Road, a distance of 45.00 feet to its intersection with the Westerly prolongation of the North Right-of-Way line of Northlake Boulevard; thence South 88°02'18" East along said Westerly prolongation, a distance of 33 feet to the East Right-of- Way line of Prosperity Farms Road and the Point of Beginning; thence North 01°57'2" East along said East right-of-way line of Prosperity Farms Road, a distance of 176.37 feet to the North line of the South one-third (S 1/3) of the Southwest one quarter (S.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of the Southeast one-quarter (S.E. 1/4) of said Section 17; thence South 88°01'18" East along said North line a distance of 7.00 feet to the Southwest corner of FAIRHAVEN ADDITION TO VILLAGE OF NORTH PALM BEACH, recorded in Plat Book 27, Page 90 of the Public Records of Palm Beach County, Florida.; thence South 01°57'23" West along a line parallel with and distant East 7.00 feet by rectangular measurement from the said East Right-of-Way line of Prosperity Farms Road, a distance of 151.37 feet; thence South 43°02'28" East, a distance of 35.35 feet to a point on the said North Right-of-Way line of Northlake Boulevard; thence North 88°02'18" West along said North Right-of-Way line, a distance of 32.00 feet to the Point of Beginning.

(PCN: 68-43-42-17-00-000-5060)

**Parcel 2: 807 Northlake Boulevard**

The West 90 feet of the East 417 Feet of the West 600 Feet of the South One-Third of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

LESS AND EXCEPT the South 45 feet thereof, as set forth in Official Record Book 1029, Page 55, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5130)

**Parcel 3: 791 Northlake Boulevard**

East 110 feet of the West 200 feet of the East 417 feet of the West 600 feet of the South One-Third of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5070)

**Parcel 4: 783 Northlake Boulevard**

West 111 feet of the East 217 feet of the West 600 feet of the South 1/3 of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5080)

**Parcel 5: 775 Northlake Boulevard**

The East 106 feet of the West 600 feet of the South 1/3 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, less the South 45 feet of the above referenced property being State Road right of way, as described in Official Records Book 1029, Page 55, Public Records of Palm Beach County, Florida

(PCN: 68-43-42-17-00-000-5090)

**Parcel 6: 763 Northlake Boulevard**

The East 116 feet of the West 716 feet of the South 1/3 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, less the South 45 feet of the above referenced property being State Road right of way, as described in Official Records Book 1029, Page 55, Public Records of Palm Beach County, Florida

(PCN: 68-43-42-17-00-000-5040)

**Parcel 7: 751 Northlake Boulevard**

The South One-Third (S 1/3 of the West Three-Quarters (W 3/4) of the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida. Less and except the West 716.0 feet and the East 110.0 feet thereof, and also less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard

AND

The East 110 feet of the South One-Third (S 1/3) of the West Three-Quarters (W 3/4) of the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida. Less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard.

(PCN: 68-43-42-17-00-000-5050)

**Parcel 8: 731 Northlake Boulevard**

The East 110 feet of the South 1/3 of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida; less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard.

(PCN: 68-43-42-17-00-000-5100)

**Parcel 9: 727 Northlake Boulevard**

All that certain parcel of land situate in the VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, being all of Lot 20, Block 36, VILLAGE OF NORTH PALM BEACH, PLAT NO. 3, as recorded in Plat Book 25, Page 176, Palm Beach County Public Records, and more particularly described according to a survey thereof dated February 26, 1963, by David E. Brady, Registered Surveyor of Palm Beach, Florida, as follows:

BEGINNING at an iron pipe in the Northerly right-of-way line of Northlake Boulevard (90 foot right-of-way) at the Southwesterly end of the curved highway right-of-way which connects the said line of Northlake Boulevard with the Westerly right-of-way line of Northlake Drive (60 foot right-of-way), extending thence

(1) along the said line of Northlake Boulevard North 88 degrees 4 minutes 4 seconds West 98.83 feet to an iron pipe in line of land now or formerly of Northlake Properties; thence

(2) along said line of land of Northlake Properties North 01 degrees 55 minutes 11 seconds East 131.63 feet to an iron pipe in another line of land now or formerly of Northlake Properties;

(3) along said other line of land of Northlake Properties South 88 degrees 4 minutes 11 seconds East 123.86 feet to a wood stake in the said line of Northlake Drive; thence

(4) along the said line of Northlake Drive South 01 degrees 55 minutes 49 seconds West 106.64 feet to the Northeasterly and of the above mentioned curved highway right-of-way connecting line; thence

(5) Southwesterly along the said connection line along a curve to the right with a radius of 25 feet the arc distance of 39.27 feet (said curve having a central angle of 90 degrees 00 minutes 07 seconds) to the PLACE OF BEGINNING.

(PCN: 68-43-42-16-04-036-0200)

1 **ORDINANCE NO. 2020-12**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING FIVE PARCELS OF  
5 PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE  
6 BOULEVARD WEST OF ALTERNATE A1A AND EAST OF  
7 PROSPERITY FARMS ROAD TOTALING APPROXIMATELY 2.956  
8 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM  
9 THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB  
10 NORTHLAKE BOULEVARD COMMERCIAL DISTRICT;  
11 AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR  
12 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING  
13 FOR AN EFFECTIVE DATE.

14  
15 WHEREAS, in connection with the update to its commercial zoning districts to implement  
16 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
17 designation of five parcels of property located on the north side of Northlake Boulevard  
18 east of Alternate A1A and west of Prosperity Farms Road totaling approximately 2.956  
19 acres, as more particularly described in Exhibit “A” attached hereto and incorporated  
20 herein (“Property”), from the C-1 Neighborhood Commercial District to the C-NB  
21 Northlake Boulevard Commercial District; and

22  
23 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
24 Planning Agency, conducted a public hearing on the rezoning application; and

25  
26 WHEREAS, having considered the recommendation of the Planning Commission and the  
27 evidence and testimony presented during the course of two public hearings, the Village  
28 Council determines that the rezoning request complies with all requirements and provisions  
29 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
30 the residents and citizens of the Village.

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

34  
35 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
36 are incorporated herein.

37  
38 Section 2. The Village Council hereby rezones five parcels of property located on the  
39 north side of Northlake Boulevard east of Alternate A1A and west of Prosperity Farms  
40 Road totaling approximately 2.956 acres, as more particularly described in Exhibit “A”  
41 attached hereto and incorporated herein, from the C-1 Neighborhood Commercial District  
42 to the C-NB Northlake Boulevard Commercial District

43  
44 Section 3. The Village Council hereby directs Village Administration to ensure that  
45 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
46

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

4  
5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.

7  
8 Section 6. This Ordinance shall become effective immediately upon adoption.

9  
10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

11  
12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.

14  
15  
16 \_\_\_\_\_  
17 MAYOR

18  
19 ATTEST:

20  
21 \_\_\_\_\_  
22 VILLAGE CLERK

23  
24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:

27  
28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 9021 Alternate A1A**

PARCEL NO. 1: Lot 1, Rivard Subdivision, according to the plat thereof, recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida:

LESS AND EXCEPT: that part of Lot 1, according to the Plat of Rivard Subdivision, as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, in Section 17, Township 42 South, Range 43 East; said part being more particularly described as follows:

The Westerly 10 feet on Lot 1, less the South 45 feet thereof, according the Plat of the Rivard Subdivision as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, in Section 17, Township 42 South, Range 43 East.

PARCEL NO. 2: The North 109 feet of the South 154 feet of Lot 3, Rivard Subdivision, recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, further described as follows:

Commencing at the intersection of the Easterly right-of-way line of State Road A1A with the North right-of-way line of Northlake Boulevard (State Road 809), thence on a bearing of South 88°28'03" East, along said North right-of-way line, a distance of 115.05 feet to the West line of said Lot 3 and the point of beginning; thence North 1°06'57" East along said West line, a distance of 109.00 feet; thence South 88°18'03" East, a distance of 110.00 feet to the East line of said Lot 3; thence South 1°06'57" West, along the East line, a distance of 109.00 feet to the said North right-of-way line; thence North 88°28'03" West, along said right-of-way line, a distance of 110.00 feet to the Point of Beginning.

Less and Except all rights-of-way from Both Parcels 1 and 2 above, including but not limited to the land described in that certain Right-of-Way Deed recorded July 10, 1989, in Official Records Book 6125 page 169, of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0010)

**Parcel 2: 2579 Northlake Boulevard**

Lot 4, less the south 45 thereof, Rivard Subdivision, as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County Florida and less the north 5 feet hereof and less than portion described as follows:

Commence at the Southwest corner of said Lot 4; thence North 0°30'56" East, along the West line of said Lot 4, a distance of 45.01 feet, to the point of beginning; thence continue

North 0°30'56" East, 8.00 feet; thence South 88°04'04" East, 14.00 feet; thence South 79°00'46" East, 50.83 feet to a point on the North right-of-way of Northlake Boulevard, per Official Recorded Book 197, Page 219 and Official Records Book 1029, Page 55; thence North 88°04'04" West along said North right-of-way line, a distance of 64.00 feet to the point of beginning.

(PCN: 68-43-42-17-06-000-0040)

**Parcel 3: 2561 Northlake Boulevard**

Lot 5, less the South 52 feet for the Right-of-Way of Northlake Boulevard and the North 5 feet for the Right-of-Way of Park Road, of the Plat of Rivard Subdivision, according to the Plat thereof, as recorded in Plat Book 21, Page 21 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0050)

**Parcel 4: 2545 Northlake Boulevard**

Lot 6, LESS the South 52 feet for the right-of-way for Northlake Boulevard and less the North 5 feet for the right-of-way for Park Road, and Less the East 33 feet of the South 195 feet thereof, and TOGETHER with the South 108.16 feet of the North 113.16 feet of Lot 7, LESS the Easterly 21 feet for the right of way for Prosperity Farms Road, Plat of Rivard Subdivision as recorded in Plat Book 21, Page 21 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0061)

**Parcel 5: 9009 Prosperity Farms Road**

The South 195 feet of Lot 7 and the East 33 feet of the South 195 feet of Lot 6, less the South 45 feet for road purposes, of Rivard Subdivision, according to the Plat thereof as recorded in Plat Book 21, Page 12 of the public Records of Palm Beach County, Florida.

Less and excepting therefrom those lands conveyed to Palm Beach County for road purposes in instrument recorded in Official Records Book 6047, Page 1318, as corrected by instrument recorded in Official Records Book 6101, Page 1756, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0062)

1 **ORDINANCE NO. 2020-13**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE  
6 NORTH OF THE C-17 CANAL (400 U.S. HIGHWAY ONE) TOTALING  
7 APPROXIMATELY 1.76 ACRES, AS MORE PARTICULARLY  
8 DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO  
9 THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL  
10 ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
11 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

12  
13 WHEREAS, in connection with the update to its commercial zoning districts to implement  
14 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
15 designation of a parcel of property located on the west side of U.S. Highway One north of  
16 the C-17 Canal right-of-way (400 U.S. Highway One) totaling approximately 1.76 acres,  
17 as more particularly described in Exhibit “A” attached hereto and incorporated herein  
18 (“Property”), from the C-B Commercial District to the C-MU US-1 Mixed Use District;  
19 and

20  
21 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
22 Planning Agency, conducted a public hearing on the rezoning application; and

23  
24 WHEREAS, having considered the recommendation of the Planning Commission and the  
25 evidence and testimony presented during the course of two public hearings, the Village  
26 Council determines that the rezoning request complies with all requirements and provisions  
27 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
28 the residents and citizens of the Village.

29  
30 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH  
31 PALM BEACH, FLORIDA as follows:

32  
33 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
34 are incorporated herein.

35  
36 Section 2. The Village Council hereby rezones a parcel of real property located on the  
37 west side of U.S. Highway One north of the C-17 Canal right-of-way, as more particularly  
38 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s CB  
39 Commercial District to the C-MU US-1 Mixed Use District.

40  
41 Section 3. The Village Council hereby directs Village Administration to ensure that  
42 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.

43  
44 Section 4. If any section, paragraph, sentence, clause, phrase or word of this ordinance  
45 is for any reason held by a Court to be unconstitutional, inoperative or void, such holding  
46 shall not affect the remainder of this Ordinance.

1 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
2 repealed to the extent of such conflict.

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

## EXHIBIT "A"

### Legal Description

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of U.S. Highway #1 with the North right of way line of Canal C-17 as now-established; Thence, on an assumed bearing of due East along the said North right of way line of Canal C-17, a distance of 233.50 feet; thence N 10°09'00" W, a distance of 43.37 feet; Thence N 37°27'47" E, a distance of 189.55 feet; Thence N 10°09'00" W, a distance of 49 feet; Thence S 79°41'56" W, a distance of 364.71 feet to a point in the aforesaid Easterly right of way line of U.S. Highway #1 as no established; thence S 21°10'13" E, a distance of 24.64 feet; Thence S 10°09'00" E, along said right of way line a distance of 155.62 feet to the Point of Beginning.

Together with:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Florida, more particularly described as follows:

The West 233.66 feet of the following described property; Beginning at the intersection of the Easterly right of way line of U.S. Highway #1 with the North right of way line of Canal C-17; thence on an assumed bearing of due East, along said North right of way line, a distance of 942.63 feet; thence due South, a distance of 30.30 feet to the face of an existing bulkhead; thence due West along the face of said bulkhead, a distance of 937.21 feet to the said Easterly right of way line of U.S. Highway #1, thence N 10°09'00" West, along said Easterly right of way line a distance of 30.78 feet to the Point of Beginning.

Together described as:

A portion of Section 16, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the intersection of the Northerly right-of-way line of Canal C-17 with the Easterly right-of-way line of U.S. Highway 1 (130 foot right-of-way); thence North 10°09'00" West along the said Easterly right-of-way line a distance of 155.62 feet to a nail; thence North 21°10'13" West along said right-of-way line a distance of 24.64 feet to a rebar; thence North 79°41'56" East a distance of 364.71 feet to a rebar; thence South 10°09'00" East a distance of 49.00 feet to a rebar; thence South 37°27'47" West a distance of 189.55 feet to a rebar; thence South 10°09'00" East a distance of 43.37 feet to a rebar lying on said Northerly right-of way line of Canal C-17; thence North 90°00'00" East along said Northerly right-of-way line a distance of 10.16 feet to a rebar; thence South 10°09'00" East a distance of 29.34 feet to a drill hole in the bulkhead wall of said Canal C-17; thence North 89°56'06" West along the face of said bulkhead wall a distance of 233.66 feet to a

rebar lying on said Easterly right-of-way line of U.S. Highway 1; thence North 10°09'00"  
West a distance of 29.07 feet to the POINT OF BEGINNING.

PCN: 68-43-42-16-00-004-0012

1 **ORDINANCE NO. 2020-14**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE NORTHEAST CORNER OF U.S.  
6 HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (500 U.S.  
7 HIGHWAY ONE) TOTALING APPROXIMATELY 1.94 ACRES, AS  
8 MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB  
9 COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE  
10 DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING  
11 FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND  
12 PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of property located on the northeast corner of U.S. Highway One  
17 and Anchorage Drive South (500 U.S. Highway One) totaling approximately 1.94 acres,  
18 as more particularly described in Exhibit “A” attached hereto and incorporated herein  
19 (“Property”), from the C-B Commercial District to the C-MU US-1 Mixed Use District;  
20 and

21  
22 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
23 Planning Agency, conducted a public hearing on the rezoning application; and

24  
25 WHEREAS, having considered the recommendation of the Planning Commission and the  
26 evidence and testimony presented during the course of two public hearings, the Village  
27 Council determines that the rezoning request complies with all requirements and provisions  
28 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
29 the residents and citizens of the Village.

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

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

36  
37 Section 2. The Village Council hereby rezones a parcel of real property located on the  
38 northwest corner of U.S. Highway One and Anchorage Drive South, as more particularly  
39 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s CB  
40 Commercial District to the C-MU US-1 Mixed Use District.

41  
42 Section 3. The Village Council hereby directs Village Administration to ensure that  
43 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
44

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

5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots A and B, Plat No. 2, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 35, Page 143 of the Public Records of Palm Beach County, Florida.

PCN: 68-43-42-16-23-001-0000

1 **ORDINANCE NO. 2020-15**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING TWO PARCELS OF  
5 PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE  
6 NORTH OF EBBTIDE DRIVE (639 U.S. HIGHWAY ONE/POETS  
7 WALK MEMORY CARE) TOTALING APPROXIMATELY 2.73  
8 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM  
9 THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-MU US-1  
10 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP;  
11 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;  
12 AND PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of two parcels of property located on the west side of U.S. Highway One north  
17 of Ebbtide Drive (639 U.S. Highway One/Poets Walk Memory Care) totaling  
18 approximately 2.73 acres, as more particularly described in Exhibit “A” attached hereto  
19 and incorporated herein (“Property”), from the C-1A Limited Commercial District to the  
20 C-MU US-1 Mixed Use District; and

21  
22 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
23 Planning Agency, conducted a public hearing on the rezoning application; and

24  
25 WHEREAS, having considered the recommendation of the Planning Commission and the  
26 evidence and testimony presented during the course of two public hearings, the Village  
27 Council determines that the rezoning request complies with all requirements and provisions  
28 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
29 the residents and citizens of the Village.

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

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

36  
37 Section 2. The Village Council hereby rezones two parcels of real property located on  
38 the west side of U.S. Highway One north of Ebbtide Drive, as more particularly described  
39 in Exhibit “A” attached hereto and incorporated herein, from the Village’s C-1A Limited  
40 Commercial District to the C-MU US-1 Mixed Use District.

41  
42 Section 3. The Village Council hereby directs Village Administration to ensure that  
43 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
44

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

4  
5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.

7  
8 Section 6. This Ordinance shall become effective immediately upon adoption.

9  
10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

11  
12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.

14  
15  
16 \_\_\_\_\_  
17 MAYOR

18  
19 ATTEST:

20  
21 \_\_\_\_\_  
22 VILLAGE CLERK

23  
24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:

27  
28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Tracts A and B, POETS WALK MEMORY CARE, according to the plat thereof recorded in Plat Book 125, Page 112 of the public records of Palm beach County, Florida

PCN's: 68-43-42-16-34-001-0000  
68-43-42-16-34-002-0000

1 **ORDINANCE NO. 2020-16**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S.  
6 HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (420 U.S.  
7 HIGHWAY ONE) TOTALING APPROXIMATELY 2.72 ACRES, AS  
8 MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB  
9 COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE  
10 DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING  
11 FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND  
12 PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of property located on the southeast corner of U.S. Highway One  
17 and Anchorage Drive South (420 U.S. Highway One) totaling approximately 2.72 acres,  
18 as more particularly described in Exhibit “A” attached hereto and incorporated herein  
19 (“Property”), from the C-B Commercial District to the C-MU US-1 Mixed Use District;  
20 and

21  
22 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
23 Planning Agency, conducted a public hearing on the rezoning application; and

24  
25 WHEREAS, having considered the recommendation of the Planning Commission and the  
26 evidence and testimony presented during the course of two public hearings, the Village  
27 Council determines that the rezoning request complies with all requirements and provisions  
28 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
29 the residents and citizens of the Village.

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

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

36  
37 Section 2. The Village Council hereby rezones a parcel of real property located on the  
38 southeast corner of U.S. Highway One and Anchorage Drive South, as more particularly  
39 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s CB  
40 Commercial District to the C-MU US-1 Mixed Use District.

41  
42 Section 3. The Village Council hereby directs Village Administration to ensure that  
43 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
44

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

5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

## EXHIBIT "A"

### Legal Description

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows: Beginning at the intersection of the North right of way line of Canal C-17 with the Easterly right of way line of U.S. Highway No. 1 as said intersection is shown on the plat of Palm Beach Lake Worth Estates recorded in Plat Book 25, page 169, public records of Palm Beach County, Florida; thence on an assumed bearing of North 10°09'00" West, along said Easterly right of way line, a distance of 24.16 feet to the beginning of a curve concave to the East, having a radius of 19,043.55 feet and a central angle of 00°50'58"; thence Northwesterly along the arc of said curve, a distance of 281.44 feet to the point of a compound curvature with a curve concave to the Southeast, having a radius of 25 feet and a central angle of 88°47'17"; thence Northerly and Northeasterly along the arc of said curve, a distance of 38.74 feet to the point of reverse curvature with the curve concave to the North, having a radius of 1101.60 feet and a central angle of 09°02'21"; thence Northeasterly, along the arc of said curve, a distance of 173.79 feet to the end of said curve; thence North 70°26'44" East, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the South, having a radius of 219.60 feet and a central angle of 06°09'20"; thence Northeasterly along the arc of said curve, a distance of 23.40 feet to the point of compound curvature with a curve concave to the Southwest, having a radius of 25 feet and a central angle of 93°14'56"; thence Easterly and Southeasterly, along the arc of said curve, a distance of 40.69 feet to the end of said curve; thence South 10°09'00" East, along a line tangent to the preceding curve, a distance of 260.41 feet; thence North 66°17'10" East, a distance of 18.00 feet; thence South 10°09'00" East, a distance of 22.48 feet to the beginning of a curve concave to the Northeast and having a radius of 75 feet; thence Southeasterly, along the arc of said curve, and through an angle of 33°33'34" a distance of 43.93 feet; thence South 10°09'00" East, a distance of 18.20 feet; thence South 79°41'56" West, a distance of 10.00 feet; thence North 10°09'00" West, a distance of 1.82 feet; thence South 79°41'56" West, a distance of 360 feet to the Point of Beginning.

PCN: 68-43-42-16-00-004-0011

1 **ORDINANCE NO. 2020-17**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE EAST SIDE OF PROSPERITY  
6 FARMS ROAD NORTH OF NORTHLAKE BOULEVARD (300  
7 PROSPERITY FARMS ROAD) TOTALING APPROXIMATELY 0.57  
8 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM  
9 THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S  
10 SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL  
11 ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
12 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of property located on the east side of Prosperity Farms Road north  
17 of Northlake Boulevard (300 Prosperity Farms Road) totaling approximately 0.57 acres, as  
18 more particularly described in Exhibit “A” attached hereto and incorporated herein  
19 (“Property”), from the C-1A Limited Commercial District to the C-S Shopping  
20 Commercial District; and

21  
22 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
23 Planning Agency, conducted a public hearing on the rezoning application; and

24  
25 WHEREAS, having considered the recommendation of the Planning Commission and the  
26 evidence and testimony presented during the course of two public hearings, the Village  
27 Council determines that the rezoning request complies with all requirements and provisions  
28 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
29 the residents and citizens of the Village.

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

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

36  
37 Section 2. The Village Council hereby rezones a parcel of real property located on the  
38 east side of Prosperity Farms Road north of Northlake Boulevard, as more particularly  
39 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s C-1A  
40 Limited Commercial District to the C-S Shopping Commercial District.

41  
42 Section 3. The Village Council hereby directs Village Administration to ensure that  
43 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
44

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

4  
5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.

7  
8 Section 6. This Ordinance shall become effective immediately upon adoption.

9  
10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

11  
12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.

14  
15  
16 \_\_\_\_\_  
17 MAYOR

18  
19 ATTEST:

20  
21 \_\_\_\_\_  
22 VILLAGE CLERK

23  
24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:

27  
28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 11 and 12, FAIRHAVEN ADDITION TO VILLAGE OF NORTH PALM BEACH,  
according to the plat thereof recorded in Plat Book 27, Page 90 of the public records of  
Palm Beach County, Florida

PCN: 68-43-42-17-10-000-0110



1 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
2 repealed to the extent of such conflict.

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 158, 159 and 160, LESS the East 51.67 feet of Lot 160, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 25, Page 167 of the public records of Palm beach County, Florida

PCN: 68-43-42-16-01-000-1580

1 **ORDINANCE NO. 2020-19**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE NORTH SIDE SHORE COURT EAST  
6 OF U.S. HIGHWAY ONE (139 SHORE COURT) TOTALING  
7 APPROXIMATELY 1.46 ACRES, AS MORE PARTICULARLY  
8 DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL  
9 DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT;  
10 AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR  
11 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING  
12 FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of property located on the north side of Shore Court east of U.S.  
17 Highway One (139 U.S. Highway One) totaling approximately 1.46 acres, as more  
18 particularly described in Exhibit “A” attached hereto and incorporated herein (“Property”),  
19 from the C-1A Limited Commercial District to the C-S Shopping Commercial District; and  
20

21 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
22 Planning Agency, conducted a public hearing on the rezoning application; and  
23

24 WHEREAS, having considered the recommendation of the Planning Commission and the  
25 evidence and testimony presented during the course of two public hearings, the Village  
26 Council determines that the rezoning request complies with all requirements and provisions  
27 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
28 the residents and citizens of the Village.  
29

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

33 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
34 are incorporated herein.  
35

36 Section 2. The Village Council hereby rezones a parcel of real property located on the  
37 north side of Shore Court east of U.S. Highway One, as more particularly described in  
38 Exhibit “A” attached hereto and incorporated herein, from the Village’s C-1A Limited  
39 Commercial District to the C-S Shopping Commercial District.  
40

41 Section 3. The Village Council hereby directs Village Administration to ensure that  
42 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
43

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

1 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
2 repealed to the extent of such conflict.

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 127 and 128, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 25, Page 167 of the public records of Palm beach County, Florida

PCN: 68-43-42-16-01-000-1270

1 **ORDINANCE NO. 2020-20**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A VACANT PARCEL  
5 OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S.  
6 HIGHWAY ONE AND YACHT CLUB DRIVE (200 YACHT CLUB  
7 DRIVE) TOTALING APPROXIMATELY 1.41 ACRES, AS MORE  
8 PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED  
9 COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE  
10 DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING  
11 FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND  
12 PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of vacant property located on the southeast corner of U.S. Highway  
17 One and Yacht Club Drive (200 Yacht Club Drive) totaling approximately 1.41 acres, as  
18 more particularly described in Exhibit “A” attached hereto and incorporated herein  
19 (“Property”), from the C-1A Limited Commercial District to the C-MU Mixed Use  
20 District; and

21  
22 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
23 Planning Agency, conducted a public hearing on the rezoning application; and

24  
25 WHEREAS, having considered the recommendation of the Planning Commission and the  
26 evidence and testimony presented during the course of two public hearings, the Village  
27 Council determines that the rezoning request complies with all requirements and provisions  
28 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
29 the residents and citizens of the Village.

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

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

36  
37 Section 2. The Village Council hereby rezones a vacant parcel of real property located  
38 on the southeast corner of U.S. Highway One and Yacht Club Drive, as more particularly  
39 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s C-1A  
40 Limited Commercial District to the C-MU Mixed Use District.

41  
42 Section 3. The Village Council hereby directs Village Administration to ensure that  
43 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
44

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

5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lot 1, MARINA ADDITION TO THE VILLAGE OF NORTH PALM BEACH, according to the plat thereof recorded in Plat Book 27, Page 98 of the public records of Palm beach County, Florida

PCN: 68-43-42-09-02-000-0010

**VILLAGE OF NORTH PALM BEACH  
NORTH PALM BEACH COUNTRY CLUB**

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, General Manager

DATE: October 22, 2020

SUBJECT: **RESOLUTION – Amending Resolution 2020-16 to remove Truck 82 (Dodge Ram 3500) from surplus and reassigning it to the North Palm Beach Country Club**

---

Village Staff is recommending the adoption of a Resolution amending Resolution 2020-16 to remove Truck 82, a Dodge Ram 3500, from the list of vehicles to be surplus and reassigning the vehicle to the North Palm Beach Country Club.

Currently, the Country Club's facilities maintenance employee has no utility vehicle to use while physically maintaining the Country Club campus which includes the Clubhouse facility and grounds, the tennis center, the pool building, the driving range building and the golf course maintenance building. The use of the vehicle is relative light and using a surplus vehicle meets the Country Club's maintenance needs as opposed to purchasing a new vehicle. The use of this previously surplus vehicle will eliminate the need to use golf operations equipment that had to be redeployed for golf operations use only.

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

**Recommendation:**

**Village staff requests Council consideration and approval of the attached Resolution amending Resolution 2020-16 to remove Truck 82 from the list of vehicles to be surplus and to reassign the vehicle to the North Palm Beach Country Club in accordance with Village policies and procedures.**

## RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION 2020-16 TO REMOVE TRUCK 82 FROM THE LIST OF VEHICLES TO BE SURPLUSED AND TO REASSIGN THE VEHICLE TO THE NORTH PALM BEACH COUNTRY CLUB; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2020-16 on February 13, 2020, the Village Council approved the lease of five new vehicles and the surplus of five existing vehicles, including Truck 82, a Dodge Ram 3500; and

WHEREAS, Village Staff has requested that Truck 82 be removed from the list of vehicles to be surplused and be reassigned to the North Palm Beach County Club for use by facilities maintenance; and

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

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

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

Section 2. The Village Council hereby amends Resolution No. 2020-16 to remove the following vehicle from the list of vehicles to be surplused:

Unit 82 – Dodge Ram 3500 (VIN 3D7ML46D77G766054)

In lieu of disposal, the vehicle will be reassigned to the North Palm Beach Country Club.

Section 3. All other parts of Resolution No. 2020-16, to the extent not expressly modified herein, shall remain in full force and effect.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

## RESOLUTION 2020-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE LEASE OF THREE NEW POLICE DEPARTMENT VEHICLES ACQUIRED FROM BARTOW FORD CO. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CHARLOTTE COUNTY CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY PURSUANT TO AN EXISTING CITY OF TAMPA CONTRACT, ONE NEW PUBLIC WORKS VEHICLE ACQUIRED FROM BARTOW FORD CO. PURSUANT TO PRICING ESTABLISHED IN EXISTING CHARLOTTE COUNTY CONTRACT, AND ONE NEW BUCKET TRUCK FOR THE PUBLIC WORKS DEPARTMENT ACQUIRED FROM ALTEC INDUSTRIES, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL CONTRACT; APPROVING A FIVE-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE INC.; DECLARING FIVE EXISTING VEHICLES AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the lease of five new vehicles (three vehicles for the Police Department and one vehicle and one bucket truck for the Public Works Department) through Pinnacle Public Finance, Inc.; and

WHEREAS, the Police Department vehicles will be acquired from Bartow Ford Co. utilizing pricing established in an existing Charlotte County Contract (Contract No. 18-509 Vehicles – Annual Contract) and will be equipped by Dana Safety Supply pursuant to pricing established in an existing City of Tampa Contract (Bid No. 21092617 – Light Bars and Accessories with Installation, Specification No. 2-18); and

WHEREAS, the Public Works Department vehicle will be acquired from Bartow Ford Co. utilizing pricing established in an existing Charlotte County Contract (Contract No. 18-509 Vehicles – Annual Contract); and

WHEREAS, the Public Works Department bucket truck will be acquired from Altec Industries, Inc. utilizing pricing established in an existing Sourcewell Contract (Contract No. 012418-ALT Utility, Tree Care, Lights & Signs Equipment); and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of the purchasing policies and procedures relating to the age of the existing contracts, 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 approves the acquisition of the following vehicles and the leasing of such vehicle for a five-year term through Pinnacle Public Finance, Inc.:

Police Department Vehicles (from Bartow Ford Co.)

2020 Unmarked Ford Fusion  
2020 Ford Interceptor Utility – Eco  
2020 Ford Interceptor Utility – V6

Public Works Vehicle (from Bartow Ford Co.)

2020 Ford F-350

Public Work Bucket Truck (from Altec Industries, Inc.)

Altec Bucket Truck equipped to Village specifications

Section 2. The total annual cost of the lease shall be \$60,504.58 (at a total cost of \$302,522.89 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute the Master Lease Agreement and First Amendment with Pinnacle Public Finance, Inc., subject to review and approval by the Village Attorney, and any other documents required to complete the transaction.

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

Unit No.	Description	VIN	Mileage
223	Marked Ford Taurus	1FAHP2MT2DG204834	89,530
224	Unmarked Ford Taurus	1FAHP2MT2DG204835	112,545
372	Marked Ford Taurus	1FM5K8AR9EGB59332	94,312
22	Ford Bucket Truck	1FDWF36L31EA58406	86,600
<b>82</b>	<b>Dodge Ram 3500</b>	<b>3D7ML46D77G766054</b>	<b>49,006</b>

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

PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY, 2020.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK



**VILLAGE OF NORTH PALM BEACH  
PLANNING COMMISSION  
REGULAR MEETING MINUTES  
TUESDAY SEPTEMBER 1, 2020**

Present:

Cory Cross, Chairman  
Donald Solodar, Vice Chair  
Thomas Hogarth, Member  
Jake Furlott, Member  
Jonathan Haigh, Member  
Lori Rainaldi, Member  
Kathryn DeWitt, Member

Len Rubin, Village Attorney  
Jeremy Hubsch, Community Development Director  
Alex Ahrenholz, Principal Planner  
Justin Revis, Planner  
Michael Applegate, IT Director

Council Member:

Deborah Searcy, Councilmember

.....  
In accordance with Governor Ron DeSantis' Executive Order No. 20- 91 and Executive Order No. 20- 69, the meeting was conducted electronically, via internet access or telephone. The Planning Commission members, Village staff and COA applicants attended via internet connection or telephonically.

I. CALL TO ORDER

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

IA. ROLL CALL

All members of the Planning Commission were present.

II. APPROVAL OF MINUTES

The Minutes of the August 4, 2020 Regular Meeting were approved as written.

III. DELARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

**A. CERTIFICATES OF APPROPRIATENESS**

- 1. COA 2020-1379: North Palm Beach Marina (Tabled from August 4, 2020)**

**Minutes of Village Planning Commission Regular Meeting held on September 1, 2020**

Location: 1037 Marina Drive

Request: An application submitted by SHM North Palm Beach, LLC requesting a Certificate of Appropriateness (COA) approval for the addition of a food stand and outdoor seating (58 seats) at the existing marina.

Mr. Hubsch introduced David Milledge, Sr. Project Manager, Cotleur & Hearing, who presented the Planning Commission with the site and landscape plans for the North Palm Beach Marina. The applicant is requesting to reconfigure the parking lot and the drive aisles around the ship's store, the addition of outdoor seating and recreation area, the addition of a permanent food truck, and to upgrade and add landscaping around the site. The affected area currently consists of an existing building and mostly asphalt and concrete. The Applicant proposed site plan shows a seating along the waterfront, a game area, a fire pit and lounge seating. Next to the marina store is a dining area with tables and umbrellas. Landscape improvements include coconut palms, gumbo limbos, with coquina shells around the seating areas, which create a tropical atmosphere.

Mr. Don Hearing, Principal of Cotleur & Hearing, further explained the new changes from the last presentation, such as utilizing crushed coquina shells in lieu of artificial turf. The shell has been utilized successfully at other projects such as Square Grouper and U-Tiki in Jupiter, and provides a more natural look. The space is intended to be multi-purpose and can facilitate changes to the venue, such as the Holiday Boat Parade concession. The soft seating furniture can be removed to accommodate larger crowds. Mr. Hearing explained that the projects will be completed in phases, with a majority of the projects, including the restriping of the parking lot, to be completed as Phase 1. The parking islands and curbing will be completed as Phase 2.

Mr. Ahrenholz presented the Staff report and recommendation. Since Safe Harbor purchased the property in 2018, they have been making upgrades to the area with new signage, improvements to the Boater's building, seawall repairs, and restriping of the parking lot. They are now seeking to add a food stall, outdoor seating, and amenities to the northern portion of property along the Intracoastal. The north end of the property currently has a 1,415 sq. ft boater's store that offers provision and fuel to boaters, as well as offices for marina management. Items such as beer and wine, snack foods, bait and tackle are currently available in the ship's store, as well as memberships. Safe Harbor would like to activate the northern end of the property and provide more amenities for members and the public. The food stall would operate as an extension of Belle's Restaurant at Old Port Cove.

The Chairman opened the floor for comments from the public.

Ms. Pat Friedman, 1208 Marine Way, expressed concerns regarding passes being given at the North Pam Beach Marina for people to go to Belle's Restaurant at Old Port Cove. She also expressed concerns regarding the use of a meat smoker outside at Belle's Restaurant in Old Port Cove and/or at the North Palm Beach Marina.

There being no further comments from the public, the Chairman closed the floor.

The Planning Commissions members discussed why the change from artificial turf in the previous plans to crushed coquina shell; whether there should be a time limit on improvement completion; the potential for excessive noise generated from events; whether the restroom improvements will be completed as part of the Phase 1 projects; whether all areas will be ADA compliant/accessible; whether there will be any lighting for the dining area or decoratively; whether decorative planters/bollards should be added, as protective barriers from the seating area, between the palm trees; what is the approximate diameter of the crushed coquina shell; and whether the

**Minutes of Village Planning Commission Regular Meeting held on September 1, 2020**

furnishings would be able to be removed and/or stored in the event of a Hurricane. Overall, the Planning Commission expressed support for the updated project.

Motion: Mr. Hogarth moved to approve the application with Staff's recommendations of:

1. Obtain a permit for the scope of work as approved herein;
2. Conduct all inspections as deemed necessary by the North Palm Beach Fire Department prior to utilizing any of the improvements that are being installed as part of the proposed application;
3. All noise and music on site comply with the Article VI (Noise Control) within Chapter 19 of the Village Code of Ordinances. Live music or DJ's shall not be projected through speakers of any kind or amplified in any way. An exemption to restrictions on live music may be allowed upon issuance of a Special Events Permit;
4. The sale of alcohol will be permitted with the exception of liquor;
5. Per section 45-36 Q.3.f, all outdoor seating and umbrellas "shall be compatible in color and style with the exterior of the building and shall not contain or have affixed to it any sign, letting or advertising of any kind". The materials for outdoor furniture, fire pit, and seating areas shall be of a comparable quality to those shown on the initial concept plan that was shared with the Planning Commission on August 4, 2020; and
6. The food stall shall remain in the same location it is shown on the site plan. No additional food stalls or food trucks are allowed on site without a modification to the site plan or issuance of a Special Events Permit;

And added the conditions that:

7. All site elements need to be installed, including the restrooms and striping of the parking lot, in phase 1. Phase 2 will be limited to curbing and landscaping of the parking islands within 12 months of food truck occupancy; and
8. There will be no additional equipment, such as smokers, coolers or outdoor equipment not shown on the site plan without another request submitted.

Ms. Rainaldi seconded the motion, which passed 7-0.

**2. COA-2020-1528: Marina Harbour South**

Location: 100 Lehane Terrace

Request: An Application by Marina Harbour Condominium Association requesting a Certificate of Appropriateness (COA) approval for new paint colors to the existing multi-family building.

Mr. Ahrenholz presented the Staff report and recommendation. The Applicant is seeking to paint the condo building for Marina Harbour South located at the end of the cul-desac of Lehane Terrace along the waterfront of the Lake Worth Lagoon. The exterior of the building is maintained by the Marina Harbour South condominium Association which is seeking to freshen up the façade. The current yellow shade of the building is harmonious with the rest of the condominiums in the area that are a mixture of yellows, beiges and creams. The proposed colors are white for the trim, ceiling, doors, gutters, railings, and shutters (SW 7006 Extra White) and a light grey/brown for the main buildings (SW 7647 Crushed Ice). The proposed colors are generally compatible and harmonious with the character of buildings in the area. Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a paint permit for the proposed building colors as approved herein.

The Planning Commissions members discussed whether the accent wall will also be painted to match the building; whether the building has already been painted; and expressed their desire that a brighter color had been chosen, but overall were in support of the application.

The Applicant was not present to represent the project.

Motion: Mr. Solodar moved to approve the application with Staff's recommendation as presented. Mr. Haigh seconded the motion, which passed 7-0.

**3. COA-2020-1536: Bud's Chicken and Seafood**

Location: 2579 Northlake Blvd.

Request An Application by Chris Brinkman of Bud's Chicken and Seafood Inc. requesting a Certificate of Appropriateness Application (COA) approval for new paint colors to the existing restaurant.

Mr. Revis presented the Staff report and recommendation. The Applicant is requesting approval of paint colors for the Bud's Chicken and Seafood building along Northlake Boulevard. The building has a mansard style roof with terracotta tiles and the existing façade is light salmon/coral color. The proposed building colors are blue for the trim/overhang above the windows and below the roof (SW 6967 Frank Blue), and tan/beige for the main façade (SW 7541 Grecian Ivory). The proposed colors are harmonious with the surrounding buildings. The roof will remain the same. Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a paint permit for the proposed building colors as approved herein.

The Applicant was not present to represent the project.

The Chairman opened the floor for comments from the public. There were no comments from the public.

The Planning Commissions members discussed whether the low wall near the entrance was also to be painted in the Grecian Ivory color; whether the proposed blue color on the sloping soffit was too cool toned for the rest of the building; and expressed support of the application.

Motion: Mr. Solodar moved to approve the application with Staff's recommendation as presented. Ms. Rainaldi seconded the motion, which passed 7-0.

**B. VILLAGE PROJECTS**

**1. Community Center Re-Painting Project**

Request: A request for a recommendation to the Village Council on proposed paint colors for the North Palm Beach Community Center.

Mr. Hubsch introduced Parks & Recreation Director Stephen Poh, who presented the color options for the repainting of the Community Center. The Parks and Recreation Department and Village Manager would like the

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input of the Planning Commission on the proposed color schemes prior to their meeting with the Recreation Advisory Board. It is unknown when the building was last painted. Four different color schemes have been prepared: Option A: Blue; Option B: Grey; Option C: Beige; and Option D: Yellow, along with a color sample board and color renderings. Also being proposed is the relocation of the wall sign so that it is more visible from Prosperity Farms Road. It is currently hidden behind palm trees.

The Planning Commissions members discussed their preferences of the color options as well as their least favorite. A request to also repaint and straighten the bollards was also made.

Motion: Mr. Haigh moved to recommend to Village Council Option D (Yellow). Ms. Rainaldi seconded the motion, which passed 5-2, with Mr. Solodar and Mr. Hogarth voting Nay.

**C. ORDINANCES**

**1. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING TWENTY PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD EAST OF SOUTHWIND DRIVE AND WEST OF U.S. HIGHWAY ONE TOTALING APPROXIMATELY 16.312 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**2. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING EIGHT PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD EAST OF LAKE CIRCLE AND WEST OF SOUTHWIND DRIVE TOTALING APPROXIMATELY 2.668 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**3. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING FIVE PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD EAST OF NORTHLAKE DRIVE AND WEST OF LAKE CIRCLE TOTALING APPROXIMATELY 2.218 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**4. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING NINE PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD WEST OF PROSPERITY FARMS ROAD AND EAST OF NORTHLAKE DRIVE TOTALING APPROXIMATELY 4.241 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**5. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING FIVE PARCELS OF PROPERTY LOCATED ON THE NORTH SIDE OF NORTHLAKE BOULEVARD WEST OF ALTERNATE A1A AND EAST OF PROSPERITY FARMS ROAD TOTALING APPROXIMATELY 2.956 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF THE C-17 CANAL (400 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 1.76 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**7. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF U.S. HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (500 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 1.94 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**8. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING TWO PARCELS OF PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE (639 U.S. HIGHWAY ONE/POETS WALK MEMORY CARE) TOTALING APPROXIMATELY 2.73 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**9. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE EAST SIDE OF U.S. ONE NORTH OF ANCHORAGE DRIVE SOUTH (MARINER COURT CONDOMINIUM) TOTALING APPROXIMATELY 1.93 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE R-2 MULTIPLE-FAMILY DWELLING DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

**10. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S. HIGHWAY ONE AND ANCHORAGE DRIVE SOUTH (420 U.S. HIGHWAY ONE) TOTALING APPROXIMATELY 2.72 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**11. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE EAST SIDE OF PROSPERITY FARMS ROAD NORTH OF NORTHLAKE BOULEVARD (300 PROSPERITY FARMS ROAD) TOTALING APPROXIMATELY 0.57 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**12. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTH SIDE OF YACHT CLUB DRIVE WEST OF U.S. HIGHWAY ONE (1037 MARINA DRIVE) TOTALING APPROXIMATELY 11.80 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**13. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTHEAST CORNER OF CASTLEWOOD DRIVE AND WETTAW LANE (200 CASTLEWOOD DRIVE) TOTALING APPROXIMATELY 0.77 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**14. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF PROPERTY LOCATED ON THE NORTH SIDE SHORE COURT EAST OF U.S. HIGHWAY ONE (139 SHORE COURT) TOTALING APPROXIMATELY 1.46 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**15. ORDINANCE 2020-\_\_\_\_\_**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REZONING A VACANT PARCEL OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF U.S. HIGHWAY ONE AND YACHT CLUB DRIVE (200 YACHT CLUB DRIVE) TOTALING APPROXIMATELY 1.41 ACRES, AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Hubsch presented the Staff Report and recommendation. The Village is in the process of revising its commercial land development regulations in order to implement several recommendations from the Citizen's Master Plan, which was adopted on October 27, 2016. The revised land development regulations received unanimous approval by the Planning Commission on July 7, 2020 and on first reading by the Village Council on August 13, 2020. The Village is now undergoing the process of initiating rezoning to several properties throughout its commercial corridors so that they will be consistent with the new land development regulations. All properties along Northlake Boulevard between US-1 and Alternate A1A are going from the C-1 Neighborhood Commercial District to the newly created C-NB Northlake Boulevard Commercial District. This new zoning district will incorporate the Northlake Boulevard Overlay Zoning District (NBOZ) into its own zoning district (Exhibit 1). Several properties along the US-1 corridor between Yacht Club Drive and the Earman River are being rezoned to the new CM-U US-1 Mixed Use District. The existing C-A Commercial District is being renamed the CM-U District. Most of the properties that will be in the CM-U District are in the existing C-A District, and therefore do not need to be rezoned. There are several properties that currently carry different zoning designations. These properties can be seen in Exhibit 2. The entire C-1A Limited Commercial District is being eliminated. There are four properties in the Village that are currently in the C-1A Limited Commercial Zoning District. The four properties are being rezoned to the C-S Shopping Commercial District, which is the most similar zoning district to C-1A (Exhibit 3). Staff is recommending approval of the proposed rezoning's.

The Planning Commissions members discussed what qualifies as redevelopment and prevents a property from only redeveloping a small percentage over a number of years; and whether projects should expire after a certain time period if they do not develop.

Jeff Davis, President of Mariner Court HOA, inquired what impact the rezoning will specifically have on the Mariner Court residents.

Motion: Ms. DeWitt moved to recommend to Village Council to approve Ordinances 1 through 15. Mr. Solodar seconded the motion, which passed 7-0.

## V. ADMINISTRATION MATTERS

### A. Staff Updates:

- The property at 200 Yacht Club Dr. is in the early stages of discussion to redevelop the vacant site as residential with some mixed use. The developer will be at the Village Workshop to get feedback from residents on what they would like to see built there.

### D. Commission Member Comments:

- Mr. Solodar expressed his displeasure regarding a Village Council Special Meeting held on August 20, 2020 to discuss the renewal of an Inter-local Agreement with Palm Beach County in order for the Village to receive Federal funds for lower income housing projects. The Agreement specifically mentions the Twin City Mall area, which he feels should have been brought before the Planning Commission as they have been in joint meeting discussions over the last several years regarding the redevelopment of this location. He feels the matter should have been mentioned at the August 4<sup>th</sup> Planning Commission meeting. Mr. Rubin explained that it was a last minute meeting with a single item agenda, which was needed to meet a deadline, and that Staff was not aware of the meeting at the time of the August 4<sup>th</sup> meeting. The Agreement merely allows the Village to be able to participate in such programs and is not germane to Planning Commission action as there is no current development project(s).
- Mr. Furlott expressed concerns over the current trend of modest homes being redeveloped into massive houses that are built up to the set back lines and height limits, and out of character for the neighborhood. He feels there should be more ways to regulate such projects to keep the character of the Village. Mr. Hubsch advised that a goal of the upcoming fiscal year is to reevaluate the Residential Zoning Code, as well as address the lack of a tree code and impervious surfaces codes. The plan is to have a workshop with the Planning Commission and Village Council to determine what issues need to be looked at.

## VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:28 PM.

Minutes typed by Jane Lerner

**VILLAGE OF NORTH PALM BEACH  
OFFICE OF THE VILLAGE CLERK**

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TO: Honorable Mayor and Council  
FROM: Jessica Green, Village Clerk  
DATE: October 22, 2020  
SUBJECT: **MOTION – Confirmation of Appointment of Deputy Village Clerk**

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Section 2-68 of the Village Code of Ordinances provides that the Deputy Village Clerk shall be appointed by the Village Clerk, subject to confirmation by a majority vote of the members of the Village Council.

Tammy Held began serving in the position of Deputy Village Clerk on September 9, 2019, and has successfully completed the required 365-day probationary period. Mrs. Held is an excellent employee and an asset to the Clerk's office. Therefore, I recommend confirmation of her appointment as Deputy Village Clerk.

**Recommendation:**

**The Village Clerk respectfully requests Council consideration and approval of a motion confirming the appointment of Tammy Held as Deputy Village Clerk.**

- (8) *Keep official seal.* Be the custodian of the official seal of the village.  
(Code 1970, § 2-38)

**Sec. 2-68. Deputy village clerk—Appointment.**

The deputy village clerk shall be appointed by the village clerk, subject to confirmation of such appointment by majority vote of the members of the village council. The village council shall not recommend a person to be appointed by the village clerk, but shall have the power to withhold confirmation of any person recommended for appointment by the village clerk until the village council is satisfied with the person recommended by the village clerk to be deputy village clerk.  
(Ord. No. 17-79, § 2, 8-9-79)

**Sec. 2-69. Same—Duties.**

The deputy village clerk shall:

- (1) During the absence or disability of the village clerk, perform the duties of village clerk.
  - (2) Perform such duties as are assigned to her by the village clerk in accordance with the responsibilities of the village clerk as set forth in section 2-67 of this Code.
  - (3) At the direction of the village clerk, perform such additional services as may be required by the departments managed by the village manager.
- (Ord. No. 17-79, § 2, 8-9-79)

**Secs. 2-70—2-74. Reserved.**

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

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: October 22, 2020

SUBJECT: **RESOLUTION – Approval of a seven-year lease agreement with Pinnacle Public Finance, Inc. for one 2020 Mack TE64R Rear Loader (RL) Refuse Truck acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach and the surplus of one 2004 Sterling LT 7500CAT Rear Loader Refuse Truck.**

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Village Staff is seeking Council consideration and approval of the lease of one 2020 Mack TE64R Rear Loader (RL) Refuse Truck acquired from Nextran Corporation d/b/a Nextran Truck Center utilizing pricing established in an existing Florida Sheriff’s Association Contract (FSA19-VEH17.0 #173) at a total cost of \$273,023.56 and the surplus of a 2004 Sterling LT 7500CAT Rear Loader Refuse Truck (VIN: 2FZHATAK04AM18976).

Rear Loader Refuse Truck #68 is a 2004 with 137,160 miles. The vehicle is in very poor condition and will require expensive repairs; consequently, it has reached the end of its cost-effective service life and is budgeted to be replaced this fiscal year.

When the new vehicle is purchased and in placed into service, Village Staff is recommending the surplus of the 2004 Sterling LT 7500CAT Rear Loader Refuse Truck #68 (VIN: 2FZHATAK04AM18976). Because of its age and condition, the Village will probably only receive the price of the scrap metal. The last Rear Loader Refuse Truck surplus in September 2020 only netted \$8,300.

This vehicle will be leased through Pinnacle Public Finance, Inc. The lease is for seven (7) years with a total quarterly payment of \$9,750.84.

**Account Information:**

Fund	Department	Account Number	Account Description	Total Financed	Quarterly Payment	Total Payments for 7 Years
General Fund	Debt Service	A8535-49158	Vehicle Lease	\$248,111	\$9,750.84	\$273,023.56

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the lease of one 2020 Mack TE64R Rear Loader (RL) Refuse Truck, acquired**

**from Nextran Corporation utilizing pricing established in an existing Florida Sheriff's Association Contract, through Pinnacle Public Finance, Inc. at a total cost of \$273,023.56, with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease), authorizing the Village Manager to execute the necessary Lease Agreements and related documents, and declaring one 2004 Sterling LT 7500CAT Rear Loader Refuse Truck #68 (VIN: 2FZHATAK04AM18976) as surplus and authorizing its disposal in accordance with Village policies and procedures.**

## RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE ACQUISITION OF A 2020 MACK REAR LOADER SANITATION VEHICLE FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER OF RIVIERA BEACH PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; APPROVING A SEVEN-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE, INC.; DECLARING AN EXISTING REAR LOADER SANITATION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, because one of the Public Works Department's rear loader sanitation vehicles has reached the end of its cost-effective service life, Village Staff recommended the lease of a new rear loader sanitation vehicle through Pinnacle Public Finance, Inc.; and

WHEREAS, the 2020 Mack TE64R rear loader sanitation vehicle will be acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract for Cab and Chassis Trucks and Other Fleet Equipment (Contract No. FSA19-VEH17.0); 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 approves the acquisition of a 2020 Mack TE64R rear loader sanitation vehicle from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach and the leasing of the vehicle for a seven-year term through Pinnacle Public Finance, Inc.

Section 3. The total annual cost of the lease shall be \$39,003.36 (at a total cost of \$273,023.56 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute all required documents with Pinnacle Public Finance, Inc. to effectuate the lease transaction, subject to the review and approval of the Village Attorney.

Section 4. Upon delivery, acceptance and placement into service of the new vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures: 2004 Sterling LT 7500CAT Rear Loader Refuse Truck #68 (VIN: 2FZHATAK04AM18976).

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



October 5, 2020

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

Re: Master Equipment Lease Purchase Agreement dated February 21, 2020 and Schedule of Property No. 3 dated October 29, 2020

Dear Ms. Janjua:

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

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

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

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

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

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

- **Certificate of Insurance** - evidencing both Liability and Physical Damage coverage in the amounts stated on the Insurance Coverage Requirements form and naming Pinnacle Public Finance, Inc. as **loss payee and additional insured**. Please have your Insurance Agent reference Control #102985 on the certificate.
- **Tax Exempt Certificate** – for the **Village of North Palm Beach**

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

Sincerely,

*Therese Lohmann*

Therese Lohmann  
Account Manager

Enclosures

**AMENDMENT NO. 1  
TO**

**MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED FEBRUARY 21, 2020**

**LESSEE:**

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

**LESSOR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

**LESSEE:** Village of North Palm Beach

By: 

Title: Village Manager

**LESSOR:** Pinnacle Public Finance, Inc.

By: 

Title: Managing Director/ EVP

## MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

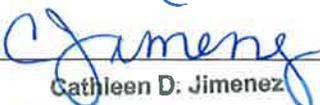
**30. Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date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

[Signature Page Follows]

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

(LESSOR)

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

Signature:   
Name/Title: Cathleen D. Jimenez  
Managing Director/EVP  
Date: 2/27/2020

(LESSEE)

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

Signature:   
Name/Title: Andy Lukasik, Village Manager  
Date: 2/27/20

**EXHIBIT A**

**SCHEDULE OF PROPERTY NO. 3**

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

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

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

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

<u><b>DESCRIPTION OF EQUIPMENT</b></u>			
<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>	<u>Serial No.</u>
One (1)	Mack Rear Loader Refuse Truck TE64R		

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

Dated: October 29, 2020

Lessor: Pinnacle Public Finance, Inc.

Lessee: Village of North Palm Beach

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

## EXHIBIT A-1

### RENTAL PAYMENT SCHEDULE

RE: Schedule of Property No. 3 dated October 29, 2020 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, Florida, as Lessee.

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/29/2020					\$248,141.00
1	8/1/2021	\$9,750.84	\$4,405.88	\$5,344.96	\$247,651.96	\$242,796.04
2	11/1/2021	\$9,750.84	\$1,426.43	\$8,324.41	\$239,161.06	\$234,471.63
3	2/1/2022	\$9,750.84	\$1,377.52	\$8,373.32	\$230,620.27	\$226,098.30
4	5/1/2022	\$9,750.84	\$1,328.33	\$8,422.51	\$222,029.31	\$217,675.79
5	8/1/2022	\$9,750.84	\$1,278.85	\$8,472.00	\$213,387.87	\$209,203.79
6	11/1/2022	\$9,750.84	\$1,229.07	\$8,521.77	\$204,695.67	\$200,682.03
7	2/1/2023	\$9,750.84	\$1,179.01	\$8,571.83	\$195,952.39	\$192,110.19
8	5/1/2023	\$9,750.84	\$1,128.65	\$8,622.19	\$187,157.76	\$183,488.00
9	8/1/2023	\$9,750.84	\$1,077.99	\$8,672.85	\$178,311.45	\$174,815.15
10	11/1/2023	\$9,750.84	\$1,027.04	\$8,723.80	\$169,413.17	\$166,091.35
11	2/1/2024	\$9,750.84	\$975.79	\$8,775.05	\$160,462.62	\$157,316.29
12	5/1/2024	\$9,750.84	\$924.23	\$8,826.61	\$151,459.48	\$148,489.68
13	8/1/2024	\$9,750.84	\$872.38	\$8,878.46	\$142,403.44	\$139,611.22
14	11/1/2024	\$9,750.84	\$820.22	\$8,930.63	\$133,294.20	\$130,680.59
15	2/1/2025	\$9,750.84	\$767.75	\$8,983.09	\$124,131.45	\$121,697.50
16	5/1/2025	\$9,750.84	\$714.97	\$9,035.87	\$114,914.86	\$112,661.63
17	8/1/2025	\$9,750.84	\$661.89	\$9,088.95	\$105,644.13	\$103,572.68
18	11/1/2025	\$9,750.84	\$608.49	\$9,142.35	\$96,318.93	\$94,430.32
19	2/1/2026	\$9,750.84	\$554.78	\$9,196.06	\$86,938.95	\$85,234.26
20	5/1/2026	\$9,750.84	\$500.75	\$9,250.09	\$77,503.85	\$75,984.17
21	8/1/2026	\$9,750.84	\$446.41	\$9,304.43	\$68,013.33	\$66,679.74
22	11/1/2026	\$9,750.84	\$391.74	\$9,359.10	\$58,467.05	\$57,320.64
23	2/1/2027	\$9,750.84	\$336.76	\$9,414.08	\$48,864.69	\$47,906.56
24	5/1/2027	\$9,750.84	\$281.45	\$9,469.39	\$39,205.91	\$38,437.17
25	8/1/2027	\$9,750.84	\$225.82	\$9,525.02	\$29,490.39	\$28,912.14
26	11/1/2027	\$9,750.84	\$169.86	\$9,580.98	\$19,717.78	\$19,331.16
27	2/1/2028	\$9,750.84	\$113.57	\$9,637.27	\$9,887.77	\$9,693.89
28	5/1/2028	\$9,750.84	\$56.95	\$9,693.89	\$0.00	\$0.00
Totals:		\$273,023.56	\$24,882.56	\$248,141.00	Rate 2.3500%	

COMMENCEMENT DATE: October 29, 2020

Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

**EXHIBIT B**  
**PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS RELEVANT**

**FINAL ACCEPTANCE CERTIFICATE**

Re: Schedule of Property No. 3 dated October 29, 2020 to Master Equipment Lease Purchase Agreement dated as of February 21, 2020 between Pinnacle Public Finance, Inc., as Lessor, and Village of North Palm Beach, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 18 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE  
Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

**> OR <**

**PAYMENT REQUEST and PARTIAL ACCEPTANCE CERTIFICATE**

Pinnacle Public Finance, Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in Exhibit A to the Master Equipment Lease Purchase Agreement referenced above.

<u>Quantity</u>	<u>Serial Number/Description:</u>	<u>Amount:</u>
-----------------	-----------------------------------	----------------

Payee:

**Payee's Federal ID Number:** \_\_\_\_\_

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the equipment described above has been delivered, installed and accepted on the date hereof; (ii) Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes; (iii) Lessee is currently maintaining the insurance coverage required by Section 18 of the Agreement; (iv) no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: \_\_\_\_\_

LESSEE  
Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**

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

**EXHIBIT D**

**INTERNAL ESCROW LETTER**

October 29, 2020

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

Re: Schedule of Property No. 3 dated October 29, 2020 to Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Lease") by and between Village of North Palm Beach and Pinnacle Public Finance, Inc.

Ladies and Gentlemen:

We, Village of North Palm Beach ("Lessee"), have entered into the above referenced Lease with you, Pinnacle Public Finance, Inc ("Lessor"), for the purpose of financing the refuse vehicle (the "Equipment") in the amount of \$248,141.00 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$0.00 (the "Funded Amount") and that Lessor retain \$248,141.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

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

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

Sincerely,

Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

## INSURANCE COVERAGE REQUIREMENTS

LESSOR: Pinnacle Public Finance, Inc.

LESSEE: Village of North Palm Beach

### Please Reference Control #102985 on the Certificate of Insurance

1. In accordance with Section 18 of the Agreement, we have instructed the insurance agent named below:  
**(Please fill in name, address and telephone number).**

	Telephone:	( )
	Fax:	( )
	Contact:	

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

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Pinnacle Public Finance, Inc. and/or its assigns as Additional Insured. Minimum Coverage Required: \$2,000,000.00

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

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

#### PLEASE LIST NAME & ADDRESS AS FOLLOWS:

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

LESSEE: Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

## PAYMENT INSTRUCTIONS

Pursuant to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (the "Agreement"), Schedule of Property No. 3, dated October 29, 2020, between Pinnacle Public Finance, Inc. (the "Lessor") and Village of North Palm Beach (the "Lessee"), Lessee hereby acknowledges the obligations to make Rental Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

**LESSEE NAME:** Village of North Palm Beach

**TAX ID#:** 59-6017987

**INVOICE MAILING ADDRESS:** \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

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

**Do your Purchase order numbers change annually?** No \_\_\_\_\_ Yes \_\_\_\_\_ Processing time for new purchase orders: \_\_\_\_\_

LESSEE: Village of North Palm Beach

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

## BANK QUALIFIED DESIGNATION

### Schedule of Property No. 3 dated October 29, 2020 to Master Equipment Lease Purchase Agreement dated February 21, 2020

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

#### **Bank Qualified**

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

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

#### **Non-Bank Qualified**

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

LESSEE: **Village of North Palm Beach**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

## Instructions for 8038-G:

Updated for use with September, 2018 form

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

- Line 2:**                   **Enter the EIN number of the Issuer (Lessee)**  
An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:**   **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**  
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:**                   **Bank Qualified Designation**  
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:**           **Hedges**  
If the issuer (Lessee) has identified a hedge, this section must be completed.
- Line 43:**                   **Written procedures regarding Remediation of Non-Qualified Bonds**  
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:**                   **Written procedures to monitor Section 148 of the Code**  
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:**   **Reimbursement**  
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:**           **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

(Rev. September 2018)

Under Internal Revenue Code section 149(e)  
See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

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

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Village of North Palm Beach</b>		2 Issuer's employer identification number (EIN) <b>59-6017984</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>501 US Highway One</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>North Palm Beach, FL 33408</b>		7 Date of issue <b>10/29/2020</b>	
8 Name of issue <b>Sch of Prop No. 3 dtd 10/29/2020 to Master Equipment Lease Purchase Agreement dtd 2/21/2020</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Samia Janjua, Director of Finance</b>		10b Telephone number of officer or other employee shown on 10a <b>(561) 841-3360</b>	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe <b>Public Works Vehicle</b>	18	248,141	00
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/1/2028	\$ 246,141.00	\$ N/A	7.51 years	2.3500 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)** N/A

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

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded		years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded		years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		

**Part VI Miscellaneous**

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

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Michael Krahenbuhl			PTIN PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149		
Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255	Phone no. 480-419-4800			

**CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE**

October 29, 2020

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

RE: Schedule of Property No. 3 dated October 29, 2020 (“Lease”) to the Master Equipment Lease Purchase Agreement dated February 21, 2020 (“Agreement”), by and between Village of North Palm Beach (“Lessee”) and Pinnacle Public Finance, Inc. (“Lessor”).

Dear Pinnacle Public Finance, Inc.,

I, the undersigned, do hereby certify

(i) that

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

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

(ii) that the budget year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

Sincerely,

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Dated: \_\_\_\_\_

---

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



FLORIDA SHERIFFS ASSOCIATION  
FSA19-VEH17.0 #173

VILLAGE OF NORTH PALM BEACH

MACK TE64R REAR LOAD REFUSE TRUCK

PRESENTED BY

DAVID GLUCKLER  
NEXTRAN TRUCK CENTERS

772 486 3899

561 842 6225

[dgluckler@nextrancorp.com](mailto:dgluckler@nextrancorp.com)



ISUZU



FLORIDA SHERIFFS ASSOCIATION BID SHEET

CUSTOMER: VILLAGE OF NORTH PALM BEACH  
BID NUMBER: FSA 19-17.0 ITEM NUMBER 173  
DATE: June 17, 2020  
DESCRIPTION: MACK TE64R RL REFUSE TRUCK

BASE PRICE: 143,847

PUBLISHED OPTIONS:

1001759	355HP UPGRADE	585
20F46R	66K GVW	2,585
FEPTO-PKG	FEPTO	1,080
3180010	BAT DISCONNECT	136
1529009	MOTO MIRRORS	340
8FXG1X	BB AIR LINES	180
21584164	AL WHEELS	1,445
OPT-315	315 REAR TIRES	1,560
NEW	MUNI TAG	300
5 YR WARRANTY MACK EP2W EATS/ALLISON/AC		6,200
CUSTOM COLOR(VIPER BLUE)		800

CHASSIS TOTAL: 159,058

BODY: MCNEILUS BODY(ATTACHED) 89,083

TOTAL 248,141

Term: October 1, 2019 - September 3, 2020

VONT B FEL

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: REFUSE TRUCK: 60,000 LB GVWR Cab & Chassis Refuse Truck Only 4x6

Item: 173, Mack, TE Series, TE Series

**Description:** Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: 300 HP 6-cylinder diesel engine, manufacturer's 11L minimum. TRANSMISSION: Allison 4500 RDS automatic transmission. ENGINE EQUIPMENT: Air restriction monitor - intake mounted. CAB: Low cab, forward mounted, tilt type; Floor covering - 2 keys and/or fobs; black rubber mats; Seating - driver air suspension mid back, passenger fixed mid back; Standard air conditioning and heating. FRAME: Frame - steel construction matched to GVWR and mounted body of truck; Wheelbase - 209"; Front bumper - painted steel; Fuel tank - 70 gallon, minimum; Air dryer - Bendix AD9 heated, or approved equivalent. SAFETY: Horn - single air trumpet; Mirrors - West Coast to include 7.5" convex mounted to lower mirror bracket; Daytime running lights; Backup alarm. FRONT AXLE: 20,000lb front axle and suspension; Oil type with synthetic lube. REAR AXLE: 40,000 lb. rear axles and suspension; Power divider with warning light and buzzer (includes in cab control). ELECTRICAL: Hand throttle - electronic hand throttle operated through cruise control when in PTO mode only; Engine protection - engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp. TIRES and WHEELS: Manufacturer standard tires and wheels rated for 60,000 lb GVWR.

Zone	Rank	Vendor	Price
Western	Primary	Nexttran Truck Centers	\$143,837.00
Northern	Primary	Nexttran Truck Centers	\$143,837.00
Central	Primary	Nexttran Truck Centers	\$143,837.00
Southern	Primary	Nexttran Truck Centers	\$143,837.00

Options appear in alphabetical order by awarded vendor.

Options: Nexttran Truck Centers

Order Code	Description	Price
1001759	MP7 355HP with 1260 ftlbs of torque	\$585.00
20F46R	66,000 GVWR package, Front 425 Tires (900-1364)/ Front wheels steel: 22.5x12.50(531-2724)/ static load cushions FA (384-000)/ 46,000 MACK(186-1035)/SS462 Camelback suspension	\$2,585.00
1003107	CNG Prep - 64R G with cummins ISL-G 320HP, Fuel tanks not included, base chassis upgrade	\$5,585.00
1862406	Rear Suspension - 46,000lb Meritor RT46-160 with Hendrickson HN462 Suspension	\$3,785.00
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	\$7,110.00
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	\$8,650.00
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - FFE330 Front Frame Extension for Extended Bumper, 1830002 Flange Adapter 1350, 826-004 Pump Mouting Kit, 5EXH1X Skid Plate under Bump/Rad	\$1,080.00
1442103	RH and LH Sit down, RH Drive Only	\$6,220.00
1442100	LCF Low Profile With left hand steer - Model LR64R Terrapro	\$6,050.00
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	\$7,310.00
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	\$6,850.00
2540401	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	\$963.00
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	\$37,277.00
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	\$54,616.00
NEX 20 RRL LM	20 CU YD Refuse Rear Loader	\$69,047.00
NEX 25 RRL LM	25 CU YD Refuse Rear Loader	\$78,870.00
NEX 32 RRL MCN	32 CU YD Refuse Rear Loader	\$84,212.00
NEX 40 RFL H	40 CU YD Refuse Front Loader	\$121,885.00
NEX 28 RASL MCN	28 CU YD Refuse Automated Side Loader	\$120,023.00
NEX 31 RASL	31 CU YD Refuse Automated Side Loader	\$140,533.00
Single Axle	CREDIT Single Axle Option	\$7,200.00
MFG List	We furnish bodies from the following, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, and others.	\$0.00
2931000	DAVCO 382 Fuel Filter (Fluid Heated)	\$385.00
3180010	Battery Disconnect Switch "Flaming River" with config. Light	\$136.00
9011415	F+R (10) 315/80R22.5x20 M870 Bridgestone all position tires on steel wheels	\$1,950.00

1529009	West Coast "Moto Mirror" package. RH+LH Motorized and Heated (Terrapro 64R Series Only)	\$340.00
BBA-PK7	Body Builder Air lines, Factory installed for pneumatic joy stick controls	\$180.00
8FXG1X	Drop Frame Modifications for LCF Chassis	\$13,420.00
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	\$215.00
5EXH1X	Skid Plate under Bumper + Radiator	\$250.00
84064	All Aluminum Wheels	\$1,445.00
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone. For all rear tires	\$1,560.00
ALT TIRE	Alternate Tire Manufacturer (Goodyear or Michelin)	\$3,500.00

color is off contract  
 Bright yellow or viper blue



**McNeilus Truck and Manufacturing Inc.**

Lakeland, FL 33815

813-838-0417

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**Quote Number:** OBC202009141140

**Rev:** 0

**Catalog:** 19.04.17

**Printed:** 9/14/2020

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**Chassis Type:** CUSTOMER

**Chassis Specification:** CT - Mack Terrapro 64R (Diesel)

**Customer Provided Chassis:**

This quotation does not include a chassis. The customer will provide a chassis of the type noted and must provide Vehicle Identification Numbers (VINs) and anticipated arrival dates as soon as possible.

The chassis must meet certain specific requirements for dimensions and included features and/or accessories.

Deviations from these requirements may cause price and delivery adjustments to the customer, due to additional labor and/or materials which must be provided by McNeilus.

Example issues which might result in extra charges and/or delays include:

Component mounting locations, such as exhaust, battery boxes, air tanks, etc.

Improper dimensions, such as wheelbase, cab-to-axle, after-frame, etc.

Late arrival of the chassis to McNeilus may result in a delivery delay of the completed unit to the customer. This delay may be greater than the original delay of chassis arrival, due to increasing demand for McNeilus products in the intervening period.



McNeilus Truck and Manufacturing Inc.

Lakeland, FL 33815

813-838-0417

Quote Number: OBC202009141140

Rev: 0

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**Other Chassis Features:****Chassis**

AERO	Mirrors	Aero Style
------	---------	------------

**Configuration**

DSL	Fuel Type	Diesel
SS	Steering	Street Side Seated Steering

**Summary**

NARROW	Battery Box	Narrow Battery Box
N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
17MACK	Engine	Mack, 2017 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
FRONT	PTO Type	Front
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
MCB	Rear Suspension	Mack Camelback
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A45	Transmission	Allison 4500 RDS

**McNeilus Body Features:****Body**

25R	Capacity	25 yd Heavy Duty Rear Loader
Y	Fenders	Rubber Fender Extension
STD	Floor	Body Longitudinal Width: 33-1/2 inches
NONE	Floor	No Body Floor Liner
STD	Floor	Standard Floor (3/16) AR200
	Model	Model 2511: HD 25 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

**Cameras**

RC	Backup	Backup Camera, Center of Tailgate
CHS	Monitor	Monitor Mount Center Overhead, Swivel
TG	Monitor	Backup Camera Displayed in Reverse
	System Info	Third Eye, 7 in. Color Monitor, 1 Camera

Commercial



McNeilus Truck and Manufacturing Inc.

Lakeland, FL 33815

813-838-0417

Quote Number: OBC202009141140

Rev: 0

Catalog: 19.04.17

Printed: 9/14/2020

CS	Container Tipper	Curbside Controls
BRKT	Reever	Mounting Brackets Only for Future Reever

**Hydraulics**

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
1	Main Valve	Unused Sections for Cart Tippers: 1
1	Main Valve	Unused Sections for Container Tipper: 1
1	Main Valve	Unused Sections for Reever/Winch: 1
CF	Miscellaneous	Check Fluid KP14NV
X	Other	Required Hydraulic Hose Wrap Only
GEAR	Pump	Hydraulic Pump, Gear Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

**Lighting**

E	Fender	Fender Lights, Rear Facing, LED
2L	Hopper	Hopper Work Lights: 2 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
UP	Reverse	Reverse Light, 4 inch in upper light bar
TG	Smart Lights	Smart Lights, (4), 4" on Tailgate
LEDE	Type, General	LED, McNeilus Standard (where applicable)

**Miscellaneous**

MTM	Other	Mudflaps, Front: Black w/McNeilus Logo
1	Other	Shovel, One (1)
	Other	Tailgate Mounting Height TBD
Y	Other	Throttle Master in Cab
DASH	Other	Controls in dash
FOB	Other	Power Distribution Module, Front of Body, Streetside
CS	Safety	Fire Extinguisher, 20 lb., Under Body, Curbside
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

**Paint**

TEMP	Category	Standard template
2M	Configuration	Paint Body: Two Colors
Y	DOT Tape	Yes
ES	Miscellaneous	English/Spanish Decals and Markings

**Residential**

BOTHM	Cart Tipper	Manual Linkage, Curbside and Streetside
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McNeilus Truck and Manufacturing Inc.

Lakeland, FL 33815

813-838-0417

**Quote Number:** OBC202009141140

**Rev:** 0

**Catalog:** 19.04.17

**Printed:** 9/14/2020

GEN	Cart Tipper	Location: Center
SSPIII-B	Cart Tipper	Cart Tipper Model: McNeilus SSPIII-B
RECESSED	Cart Tipper	Recessed Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM

**Slide/Sweep**

CS	Controls	Standard Linkage Curbside
----	----------	---------------------------

**Tailgate**

3/16	Hopper	Hopper Liner, 3/16-inch AR200
B-TYPE	Load Edge	"B" Type Load Edge
Y	Miscellaneous	Nitrited Slide and Sweep Pin
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
HD	Type	Heavy Duty Cylinders

**Paint Instructions:**

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout #:	Color 1:
# of Colors: 2	Color 2:
Color 1: MAC 1004      Bright Yellow	Frame Paint: No Frame Paint
Color 2: FLNA 95784      Viper Blue	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: No Body Clear Coat

**Special Features and Options:**

**Extended Warranties:**

**Options Available at Additional Cost (not included in quoted price):**



**McNeilus Truck and Manufacturing Inc.**

Lakeland, FL 33815

813-838-0417

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**Quote Number:** OBC202009141140

**Rev:** 0

**Catalog:**19.04.17

**Printed:**9/14/2020

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**Additional Notes:**



**McNeilus Truck and Manufacturing Inc.**  
 Lakeland, FL 33815  
 813-838-0417

## McNeilus Model 2511: HD 25 yd Rear Loader

Quote Number: 0BC202009141140 Rev: 0

Printed: 9/14/2020

**To:**

Village of North Palm Beach  
 501 US Hwy 1  
 North Palm Beach, FL 33408 USA  
 Attn:

Unit Price:	\$ 85,193
Federal Excise Tax:	\$ -
Freight:	\$ 3,890
Surcharge	\$ -
Ext. Warranty	\$ -
<b>Total Unit Price:</b>	<b>\$89,083</b>
Quantity:	1
<b>Extended Price:</b>	<b>\$89,083</b>

**Delivery Point:**

Nextran Truck Center - Riviera Beach  
 7151 Industrial Dr S  
 Riviera Beach, FL 33404  
 USA

**Standard Equipment:** Commercial Intertech Pump and Valves  
 D.O.T. Reflective Tape  
 Tailgate Safety Prop

Rosenboom Cylinders  
 Smart Pak  
 Aeroquip Hoses  
 Body Access Door  
 3 cubic yard hopper  
 L.E.D. Lights

**Options Included in Price:**

Cart Tipper Model: McNeilus SSPIII-B  
 Fire Extinguisher, 20 lb., Under Body, Curbside  
 Hopper Liner, 3/16-inch AR200  
 Hopper Work Lights: 2 LED  
 Manual Linkage, Curbside and Streetside  
 Monitor Mount Center Overhead, Swivel  
 Mounting Brackets Only for Future Reeveer  
 Mudflaps, Front: Black w/McNeilus Logo  
 Paint Body: Two Colors  
 Rubber Fender Extension  
 Safety Triangle Kit in Cab  
 Shovel, One (1)  
 Smart Lights, (4), 4" on Tailgate  
 Third Eye, 7 in. Color Monitor, 1 Camera  
 Unused Sections for Cart Tipper: 1  
 Unused Sections for Container Tipper: 1  
 Unused Sections for Reeveer/Winch: 1

**Quantity Discount**

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

**Freight Charges**

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

**Specifications**

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

**Special Options**

Special options are subject to Engineering application approval.

**Taxes**

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

**Terms & Conditions**

This quotation assumes and is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

**Cancellation**

See Terms and Conditions referenced above.

**Chassis:** CT - Mack Terrapro 64R (Diesel) (Provided by Customer)

This quotation is valid until 10/14/2020. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

**THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.**

\_\_\_\_\_  
 Date(s) chassis will arrive at McNeilus

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date



To whom it may concern,

Re: VONPB Mack TE64R Rear Load Refuse truck

Nextran Truck Centers has provided a proposal for a Mack TE64R Rear Load Refuse Truck using the Florida Sheriffs Association contract. The unit is complete, except for the can tipper, at Mcneilus in Dodge Center MN. It can be transported to Mcneilus in Tampa for installation of tipper and be delivered to the Village in about two weeks.

The TE64R is a Cab over engine truck that is widely used as a Rear Load collection truck. It is the truck of choice for most residential applications due to its extreme durability and short wheelbase.

We are acutely aware of the need to expedite this process and will make every effort to deliver the unit as swiftly as possible.

Thank you,

David Gluckler

Nextran Truck Centers

7151 Industrial Dr S

Riviera Beach, FL 33404











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

---

TO: Honorable Mayor and Council

FROM: Andrew D. Lukasik, Village Manager

DATE: October 22, 2020

SUBJECT: **RESOLUTION** – Approval of a Payment to Farmers Table in the amount of \$48,256.89 for buildout of the pavilion associated with the Country Club Clubhouse Project and establishing an amortized value of \$656,001.57 for Farmer's Tables' pavilion and pool concession buildout cost.

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Village Staff is recommending Village Council consideration and adoption of a Resolution approving the payment of \$48,256.89 to Farmer's Table representing the Village's share of costs associated with the completion of the North Palm Beach Country Club Clubhouse pavilion area. Additionally, Staff recommends that the Village Council establish the value of Farmer's Tables' pavilion and pool concession buildout costs at \$656,001.57 in accordance with the Third Amendment to the Lease Agreement between the Village and Farmer's Table.

**Background:**

During the construction of the Country Club Clubhouse Project and while Farmer's Table was preparing to open the restaurant, the Village and Farmer's Table discussed a proposal from Farmer's Table to construct the pavilion so that it could be a closed, air-conditioned space. The approved design was for an open-air room pavilion with no air conditioning. Through the adoption of Resolution 2019-109 on September 26, 2019, the Village Council approved a Third Amendment to the Lease Agreement. The Third Amendment provided that Farmer's Table was to pay all costs associated with the redesign and construction of the pavilion improvements, as well as the installation of additional equipment at the swimming pool concession area. These improvements would become fixtures and remain the property of the Village.

Upon approval of the Third Amendment, the Village asked The Weitz Company to stop work on the buildout of the open-air pavilion. This stop work order was initiated by the Village to allow Farmer's Table to make the necessary modifications without having to remove construction improvements associated with the Village's open-air design. The Weitz Company, through Change Order #116, then issued a credit to the Village in the amount of \$48,256.89, which represented the value of the labor and materials necessary to complete construction of the open-air pavilion. The Village had already purchased the materials for the pavilion, including tile and stone, electrical, caulking and waterproofing, stucco, carpentry and millwork, painting and flooring.

Farmer's Table contracted with Ibis Construction for the buildout of the pavilion which included the addition of air conditioning, Eurowalls, lighting, a bar and associated restaurant facilities, as well as improvements to the pool concession area at no additional cost to the Village. Although not specifically identified in the Third Amendment to the Lease Agreement, the Village had agreed during negotiations to provide a credit to Farmer's Table for the amount the Village would have expended to complete the pavilion. The table below represents the Village's credit from Weitz:

<b>Weitz Line Item</b>	<b>Village Credit</b>
Tile/Stone/Caulk/Waterproofing	\$31,704.00
Electrical	2,080.00
Stucco	3,452.39
Painting	4,493.00
Finish Carpentry	5,175.50
Flooring Wood	1,352.00
<b>Total</b>	<b>\$48,256.89</b>

In addition to the foregoing, the Third Amendment to the Lease Agreement provides for a reimbursement of a prorated share of the cost of the improvements included in Farmer's Tables' construction plans for the pavilion and pool concession area in the event the Lease was terminated. Specifically, the Third Amendment states that, in the event that the Lease Agreement expires or is terminated for any reason other than a material default and breach by Farmer's Table prior to the tenth anniversary of the Lease, the Village will pay Farmer's Table a sum equal to the actual cost of the pavilion improvements and pool concession improvements amortized without interest over the course of ten (10) years.

The Village has completed its assessment of Farmer's Tables' actual cost using the contract document between Farmer's Table and Ibis Construction. The total construction amount per the pay application, which is attached to this agenda item, is \$827,339.99. To determine the amount to be amortized pursuant to the Third Amendment to the Lease Agreement, the Village considered the following:

<b>Description</b>	<b>Amount</b>
Farmer's Table Contract with Ibis Construction	\$827,339.99
Change order for "Express" area	(10,993.84)
General Conditions	(50,143.05)
Overhead and Profit	(56,276.64)
Overhead doors (not provided)	(5,668.00)
Credit from the Village	(48,256.89)
<b>Amortized Amount for Pavilion Buildout</b>	<b>\$656,001.57</b>

This valuation has no impact unless the Lease Agreement between the Village and Farmer's Table expires or is terminated for any reason other than a material default and breach by Farmer's Table.

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

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Capital Projects	Country Club Clubhouse Project	K7600-66210	Construction and Major Renovation	\$48,256.89

**Recommendation:**

Village Staff recommends Village Council adoption of the attached Resolution approving a payment to Farmer's Table in the amount of \$48,256.89, with funds expended from Account No. K7600-66210 (Clubhouse – Construction and Major Renovation), representing a credit toward the pavilion improvements and establishing the value of the pavilion and pool concession improvements at \$656,001.57 in accordance with the terms of the Third Amendment.

## RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PAYMENT TO FARMER’S TABLE IN THE AMOUNT OF \$48,256.89 FOR THE BUILDOUT OF THE COUNTRY CLUB CLUBHOUSE PAVILION AND ESTABLISHING A VALUE OF THE PAVILION AND POOL CONCESSION IMPROVEMENTS PURSUANT TO THE THIRD AMENDMENT TO THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-109 on September 26, 2019, the Village Council approved a Third Amendment to the Lease Agreement with Farmer’s Table whereby Farmer’s Table would construct improvements to the open-air pavilion and swimming pool concession area (“Improvements”) at its own cost and such improvements would remain the property of the Village; and

WHEREAS, the Third Amendment further provided that the Village would pay Farmer’s Table for the cost of the Improvements, amortized over a ten-year period, in the event the Lease Agreement expired or was terminated for any reason other than a material default and breach by Farmer’s Table; and

WHEREAS, the Village wishes to pay Farmer’s Table for the credit it received from The Weitz Company for stopping work on the Village’s original open-air design for the pavilion and establish the total cost of the Improvements in accordance with the terms of the Third Amendment; and

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

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

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

Section 2. The Village Council hereby approves a payment to Farmer’s Table in the amount of \$48,256.89 toward the build out of the pavilion area of the Country Club Clubhouse, with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project – Construction and Major Renovation). The Village Council further establishes the actual cost of the pavilion and pool concession area improvements, in accordance with the terms of the Third Amendment to the Lease Agreement, at \$656,001.57.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

**APPLICATION AND CERTIFICATE FOR PAYMENT**

To (OWNER): Farmer's Table NPB, LLC  
1901 N Military Trail  
Boca Raton, FL 33431

Project: Farmers Table Interior Renov.  
951 US Highway 1  
North Palm Beach, FL 33408

Application No: 5  
Invoice No: 19020-05  
Period To: 3/31/2020

From: IBIS Building Corporation  
3600 Investment Lane #101  
West Palm Beach, FL 33404

Via (Architect): Joe Gomes  
207 Sixth Street  
West Palm Beach, FL 33401

Architect's  
Project No:

Contract Date: 10/17/2019

**CONTRACTOR'S APPLICATION FOR PAYMENT**

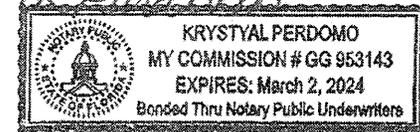
Application is made for payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	67,605.30	0.00
Approved this month	0.00	0.00
TOTALS	67,605.30	0.00
Net change by change orders	67,605.30	

1. ORIGINAL CONTRACT SUM	\$	759,734.69
2. Net change by Change Orders	\$	67,605.30
3. CONTRACT SUM TO DATE (LINE 1+-2)	\$	827,339.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	827,339.99
5. RETAINAGE	\$	82,733.99
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	744,606.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	599,757.47
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	144,848.53
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	82,733.99

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

State of: Florida County of: Palm Beach  
Subscribed and sworn to before me this 30<sup>th</sup> day of Mar. 2020  
Notary Public: Krystyal L. Perdomo  
My Commission expires 3/2/2024



CONTRACTOR: IBIS Building Corporation  
By: [Signature] Date: 3/30/2020

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED.....\$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

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

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

CONTINUATION SHEET

Application Number: 5  
 Application Date: 3/30/2020  
 Period To: 3/31/2020  
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
01	Demolition-Core Drilling-Allowance	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	120.00
02	Structural Steel-Column@Storefront	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	220.00
03	Misc Metals-Glass-Allowance	18,500.00	18,500.00	0.00	0.00	18,500.00	100	0.00	1,850.00
04	Finish Carpentry	63,810.00	63,810.00	0.00	0.00	63,810.00	100	0.00	6,381.00
05	Cabinets&Vanities	78,280.00	78,280.00	0.00	0.00	78,280.00	100	0.00	7,828.00
06	Rough Carpentry-Allowance	6,500.00	6,500.00	0.00	0.00	6,500.00	100	0.00	650.00
07	Roofing	7,500.00	7,500.00	0.00	0.00	7,500.00	100	0.00	750.00
08	Waterproofing-Tile-Allowance	7,350.00	7,350.00	0.00	0.00	7,350.00	100	0.00	735.00
09	Caulking-Allowance	1,800.00	1,800.00	0.00	0.00	1,800.00	100	0.00	180.00
10	Fire Stopping-Allowance	4,200.00	294.00	3,906.00	0.00	4,200.00	100	0.00	420.00
11	Fire Proofing-Allowance	4,200.00	0.00	4,200.00	0.00	4,200.00	100	0.00	420.00
12	<del>Overhead</del> Doors	5,668.00	5,668.00	0.00	0.00	5,668.00	100	0.00	566.80
13	Storefront	116,259.00	79,056.12	37,202.88	0.00	116,259.00	100	0.00	11,625.90
14	Stucco/EFIS-Allowance	4,500.00	4,500.00	0.00	0.00	4,500.00	100	0.00	450.00
15	Misc Finishes-Allowance	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	500.00
16	Drywall-Allowance	16,000.00	12,000.00	4,000.00	0.00	16,000.00	100	0.00	1,600.00
17	Floor Prep-Allowance	4,200.00	4,200.00	0.00	0.00	4,200.00	100	0.00	420.00
18	Granite/Marble Tops	16,000.00	16,000.00	0.00	0.00	16,000.00	100	0.00	1,600.00
19	Acoustical Ceiling-Allowance	1,800.00	1,800.00	0.00	0.00	1,800.00	100	0.00	180.00

CONTINUATION SHEET

Application Number: 5  
 Application Date: 3/30/2020  
 Period To: 3/31/2020  
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
20	Flooring-Install Only-Allowance	25,200.00	25,200.00	0.00	0.00	25,200.00	100	0.00	2,520.00
21	Painting-Allowance	8,625.00	8,625.00	0.00	0.00	8,625.00	100	0.00	862.50
22	Fire Extinguisher&Cabinets	276.00	276.00	0.00	0.00	276.00	100	0.00	27.60
23	Plumbing	38,747.00	38,747.00	0.00	0.00	38,747.00	100	0.00	3,874.70
24	Fire Sprinklers-Allowance	4,000.00	3,000.00	1,000.00	0.00	4,000.00	100	0.00	400.00
25	HVAC	165,000.00	84,150.00	80,850.00	0.00	165,000.00	100	0.00	16,500.00
26	Electrical-Allowance	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	3,000.00
27	Fire Alarm-Allowance	8,000.00	8,000.00	0.00	0.00	8,000.00	100	0.00	800.00
28	LV-HVAC Controls-Allowance	8,500.00	0.00	8,500.00	0.00	8,500.00	100	0.00	850.00
29	General Conditions	50,143.05	40,114.44	10,028.61	0.00	50,143.05	100	0.00	5,014.31
30	Overhead & Profit	56,276.64	45,021.31	11,255.33	0.00	56,276.64	100	0.00	5,627.66
31	**CHANGE ORDERS**	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
32	CO1 Pavillion	33,869.72	33,869.72	0.00	0.00	33,869.72	100	0.00	3,386.97
33	CO2 Express Add	10,993.84	10,993.84	0.00	0.00	10,993.84	100	0.00	1,099.38
34	CO3 Snack Bar	22,741.74	22,741.74	0.00	0.00	22,741.74	100	0.00	2,274.17
		<b>827,339.99</b>	<b>666,397.17</b>	<b>160,942.82</b>	<b>0.00</b>	<b>827,339.99</b>	<b>100</b>	<b>0.00</b>	<b>82,733.99</b>



**PCO # 092 : CE #092 - Framing and stucco beams at Porte Cochere**

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	05-054000.2500 - Ext. Metal Framing	Added metal framing and sheathing at porte cochere beam	Commitment	\$ 2,750.00
2	N/A	09-092000.2500 - Stucco	Added stucco at porte cochere and grille room beams	Commitment	\$ 900.00
3	N/A	01-010100.2450 - Inactive: General Requirements	GR's	Materials	\$ 219.46
4	N/A	01-011900.2450 - Inactive: Data Processing	0.25%	Materials	\$ 10.67
5	N/A	01-019105.2450 - Inactive: General Liability Insurance	1.30%	Materials	\$ 55.51
6	N/A	01-019110.2450 - Inactive: Builder's Risk Insurance	0.425%	Materials	\$ 18.15
7	N/A	01-019120.2450 - Inactive: Payment & Performance Bond	1.00%	Materials	\$ 42.70
8	N/A	01-019135.2450 - Inactive: Subguard	1.50%	Materials	\$ 64.05
9	N/A	Z-021020.7205 - Change Order Fee	4.90%	Fee	\$ 209.22
<b>Subtotal:</b>					<b>\$4,269.76</b>
<b>Grand Total:</b>					<b>\$4,269.76</b>

**PCO # 116 : CE #116 - Credit for Stopped Work at Covered Dining**

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	09-093000.2500 - Tile & Stone	Credit for deleted Tile Work	Commitment	(\$18,360.00)
2	N/A	26-260000.2500 - Electrical	Credit for deleted Electrical Work	Commitment	(\$2,080.00)
3	N/A	07-079000.2500 - Caulking & Waterproofing	Credit for deleted Waterproofing Work at Covered Pavilion	Commitment	(\$13,344.00)
4	N/A	09-092000.2500 - Stucco	Credit for deleted Stucco	Commitment	(\$3,452.39)
5	N/A	09-099000.2500 - Painting	Credit for deleted Painting	Commitment	(\$4,493.00)
6	N/A	06-064000.2500 - Finish Carpentry & Millwork	Credit for deleted T&G	Commitment	(\$5,175.50)
7	N/A	09-096520.2500 - Flooring, Carpet, Wood & Resil	Credit for Deleted Wood Flooring	Commitment	(\$1,352.00)
<b>Subtotal:</b>					<b>(\$48,256.89)</b>
<b>Grand Total:</b>					<b>(\$48,256.89)</b>

**PCO # 133 : CE #133 - Misc Landscaping Changes**

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	32-325000.2500 - Landscape & Irrigation	Credit for landscaping changes	Commitment	(\$3,925.15)
<b>Subtotal:</b>					<b>(\$3,925.15)</b>
<b>Grand Total:</b>					<b>(\$3,925.15)</b>

**PCO # A-010 : CE #A-010 - Signage Allowance Reconciliation**

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	01-019806.2500 - ALW - Signage - Interior	Transfer money from here to Signage-2500	Commitment	(\$10,000.00)
2	N/A	01-019807.2500 - ALW - Signage - Exterior	Transfer money from here to Signage-2500	Commitment	(\$5,000.00)
3	N/A	10-101400.2500 - Building Signage	Furnish and install interior and exterior signage	Commitment	\$ 16,202.00
4	N/A	01-019925.2500 - Inactive: Deferred Allowance	Transfer money from here to Signage-2500	Commitment	(\$1,202.00)
<b>Subtotal:</b>					<b>\$0.00</b>
<b>Grand Total:</b>					<b>\$0.00</b>

## RESOLUTION 2019-109

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO THE RESTAURANT OPERATOR AGREEMENT WITH FARMER'S TABLE NPB, LLC TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-27 on March 28, 2019, the Village Council approved a Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Lease Agreement") with Farmer's Table, LLC; and

WHEREAS, through the adoption of Resolution No. 2019-49 on June 27, 2019, the Village Council approved a First Amendment to the Lease Agreement to modify the description of the premises to specifically include the sale of food and beverages, including alcoholic beverages, on the golf course; and

WHEREAS, through the adoption of Resolution No. 2019-71 on July 25, 2019, the Village Council approved a Second Amendment to the Lease Agreement to allow the assignment of the lease to Farmer's Table NPB, LLC, with Farmer's Table, LLC remaining as the guarantor; remove the deposit requirement; clarify that the furniture will be the property of the Village and ensure replacement furniture is of the same quality; and provide authorization for the construction of improvements to the outdoor pavilion, including payment of all costs by Farmer's Table and the amortization of such costs; and

WHEREAS, the parties wish to again amend the Lease Agreement to remove the outdoor pavilion improvements from the scope of the Country Club Clubhouse Project and, among other things, allow Farmer's Table to retain the design and construction consultants of its choice; and

WHEREAS, the Village Council determines that the execution of the Third Amendment to the Lease Agreement 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 of the Village of North Palm Beach, Florida, hereby approves a Third Amendment to the Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club with Farmer's Table NPB, LLC. The Village Council further authorizes the Mayor and Village Clerk to execute the Third Amendment, a copy of which is attached hereto and incorporated herein, on behalf of the Village.

Section 3. All resolutions or 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 adoption.

PASSED AND ADOPTED THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2019.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

**THIRD AMENDMENT TO  
RESTAURANT OPERATOR AGREEMENT  
TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT  
THE NORTH PALM BEACH COUNTRY CLUB**

**THIS THIRD AMENDMENT** is made and entered into this 20<sup>th</sup> day of September, 2019 by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, having its main office at 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter referred to as the “VILLAGE” or “LESSOR”) and FARMER’S NPB TABLE, LLC, a Florida limited liability company, having its principal place of business at 1901 N. Military Trail, Boca Raton, FL 33431 (hereinafter referred to as the “LESSEE”).

WITNESSETH:

WHEREAS, on March 28, 2019, the VILLAGE and LESSEE entered in a Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club (“Lease Agreement”); and

WHEREAS, on June 27, 2019, the VILLAGE and LESSEE executed a First Amendment to the Lease Agreement (“First Amendment”) to specifically authorize LESSEE to sell food and beverages, including alcoholic beverages, on the golf course and enable LESSEE to obtain an alcoholic beverage license covering the entire Country Club property; and

WHEREAS, on July 25, 2019, the VILLAGE and LESSEE executed a Second Amendment to the Lease Agreement (“Second Amendment”) to: provide for the assignment of the Lease Agreement to Farmer’s Table NPB, LLC, with LESSEE remaining the Guarantor; clarify the provisions regarding furniture and furniture replacement; recognize capital improvements to the Premises funded by LESSEE and provide for an amortization schedule; and remove the requirement for a deposit; and

WHEREAS, the parties wish to again amend the Lease Agreement to change the process for the review and funding of the Pavilion Capital Improvements as set forth in Section 5 of the Second Amendments and to provide for amortization of the Pool Concession Improvements.

NOW THEREFORE, in consideration of the mutual benefits and promises set forth in the Lease Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Recitals.* The foregoing recitals are ratified as true and incorporated herein.
2. *Amendment to Section 5 of the Second Amendment.* The parties hereby amend Section 5 of the Second Amendment to read as follows (additional language underlined and deleted language ~~stricken through~~):

5. Pavilion Capital Improvements and Pool Concession Improvements.

A. LESSOR hereby authorizes LESSEE to enclose, reconfigure and improve the open-air covered pavilion ("Pavilion Improvements") as fully outlined in Exhibit "A" attached hereto and incorporated herein at a total cost estimated not to exceed One Million Dollars (\$1,000,000.00).

~~B. LESSEE shall pay all costs associated with the Pavilion Improvements and shall retain the design and construction professionals of its choice. LESSOR shall refund to LESSEE any sums for such work deposited by LESSEE pursuant to the Second Amendment. The final Scope of Work for the Pavilion Improvements shall be approved by LESSOR through the Village Manager or his designee prior to the submission of any building permit application, which shall be included within the scope of the ongoing Country Club Clubhouse Project ("Project") and become part of the Guaranteed Maximum Price for the Project. Within five (5) days after LESSOR's approval of this Second Amendment, LESSEE shall deposit the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) with LESSOR toward the cost of the Pavilion Improvements. LESSOR shall apply the deposited funds toward pay applications that include the Pavilion Improvements portion of the Project as such applications come due. Once the initial deposit is exhausted, LESSEE shall continue to deposit funds with LESSOR in increments of Two Hundred and Fifty Thousand Dollars (\$250,000.00) until LESSOR has paid the full cost of the Pavilion Improvements to the Project's Construction Manager at Risk (The Weitz Co.). Any deposited sums remaining after full payment of the cost of the Pavilion Improvements shall be refunded by LESSOR to LESSEE within ten (10) days after such full payment.~~

C. LESSOR hereby authorizes LESSEE to install additional equipment at the concession area of the swimming pool ("Pool Concession Improvements") at a total cost estimated not to exceed Fifty Thousand Dollars (\$50,000).

~~C~~ D. The Pavilion Improvements and Pool Concession Improvements shall become fixtures and shall remain the property of LESSOR in accordance with Section 2(C) of the Lease Agreement.

~~D~~ E. Notwithstanding any other provision of the Lease Agreement, in the event that the Lease Agreement expires or is terminated for any reason other than a material default and breach by LESSEE prior to the tenth (10<sup>th</sup>) anniversary of the commencement date of the Initial Term, LESSOR shall pay LESSEE, within ten (10) days following such expiration or termination, a sum equal to the actual cost of the Pavilion Improvements and Pool Concession Improvements amortized without interest over the course of ten (10) years in accordance with the following:

**Date of Termination:  
(from commencement of Initial Term)**

**Percentage of Costs Paid:  
(by LESSOR)**

Before 1 year	100%
After 1 year	90%
After 2 years	80%
After 3 years	70%
After 4 years	60%
After 5 years	50%
After 6 years	40%
After 7 years	30%
After 8 years	20%
After 9 years	10%
After 10 years	0%

Any payment required by this Section shall be offset against any other monies that may be due and owing LESSOR by LESSEE. After completion of ten (10) years from the commencement of the Initial Term, LESSOR shall have no obligation to pay LESSEE for any costs associated with the Pavilion Improvements.

3. *Remaining provisions.* All other provisions of the Lease Agreement, as amended, shall remain in full force and effect except as expressly amended by this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.



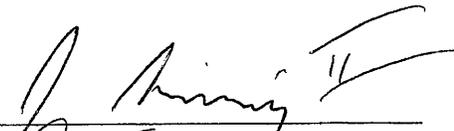
**VILLAGE OF NORTH PALM BEACH**  
 By: Darryl C. Aubrey  
 Darryl C. Aubrey, Mayor

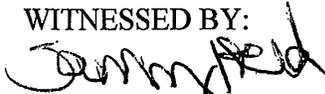
By: [Signature]  
 Village Clerk

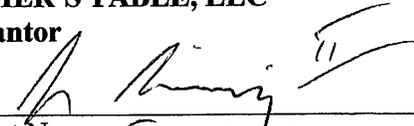
WITNESSED BY:  
[Signature]  
 Print Name: Tammy Arld  
[Signature]  
 Print Name: Chuck Huff

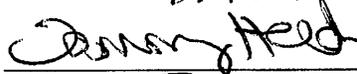
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
 By: [Signature]  
 Leonard G. Rubin, Village Attorney

**FARMER'S TABLE NPB, LLC**  
 Lessee

By:   
Print Name: JOSEPH GIANNUZZI II  
Title: OWNER

WITNESSED BY:  
  
Print Name: Tammy Held  
b. BRUCKNER  
Print Name: BARBARA BRUCKNER

**FARMER'S TABLE, LLC**  
**Guarantor**  
By:   
Print Name: JOSEPH GIANNUZZI II  
Title: OWNER

WITNESSED BY:  
BARBARA BRUCKNER  
Print Name: b. BRUCKNER  
  
Print Name: Tammy Held

**VILLAGE OF NORTH PALM BEACH**  
**Public Works Department**

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: October 22, 2020

SUBJECT: **PRESENTATION – Village of North Palm Beach Lakeside Park Bulkhead**

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The Lakeside Park bulkhead engineering has been completed and Village Staff is bringing the item to the Village Council for consideration, review, input and guidance.

**Background**

After Hurricane Irma, Village Staff was concerned with the condition of Lakeside Park and therefore conducted a Post-Hurricane Irma Shoreline Assessment utilizing Isiminger & Stubbs Engineering, Inc. This Assessment noted that the south bulkhead is in very poor condition. It simply has so many deficiencies that repair is not feasible. The bulkhead is clearly at or near the end of its useful life, and could suffer a structural failure at any time, especially during a severe rain event or during a sudden recession of the water level in the lake (such as from waves or a drop from an unusually high tide to a relatively low tide). The most likely failure would be failure of the anchor rod just behind the bulkhead or failure of the anchor connection to the bulkhead. The bulkhead could also fail by toe kick-out, in shear or bending, or by panels pushing through or breaking out of the king-pile flanges.

Due to the very poor condition of the bulkhead, Village Staff recommended that the engineering be completed in case the bulkhead fails and an emergency repair is needed. As a result, \$60,000 was budgeted in FY 2020 for the project and Village Council approved \$52,712 to provide professional engineering on January 23, 2020 (Resolution 2020-06). Completing this engineering will also assist with seeking grant monies for the construction, which is currently not budgeted within the Village's 5-year Capital Improvement Plan, and provide an engineering opinion of probable construction cost for budgetary purposes.

**Engineering Summary**

The proposed project consists of the replacement of the existing bulkhead around the south peninsula of Lakeside Park. The top of bulkhead will be at elevation +5.0' NAVD to comply with the Village's Code requirements. The new bulkhead will consist of reinforced concrete panels, prestressed concrete king piles, and a reinforced concrete cap. Most of the bulkhead will be tied back with anchor rods and traditional concrete dead men. At the east end, the bulkhead will be supported with rods across the peninsula to the opposite bulkhead.

**Recommendation**

**Village Staff seeks Village Council consideration, review, input and guidance regarding the Village of North Palm Beach Lakeside Park Bulkhead Engineering.**

**WIND LOAD INFO:**  
 $V_{asd} = 124$  mph  
 $V_{ult} = 160$  mph (3 sec. GUST)  
 BUILDING CLASS I  
 Exposure D

**DESIGN LOADS:**

THIS BULKHEAD HAS BEEN DESIGNED TO SIMULTANEOUSLY RESIST THE SOIL FORCES ASSOCIATED WITH AN UPLAND GRADE OF +5.0 FT. NAVD, A WATERWARD DESIGN GRADE OF -5.0' NAVD, AND AN UNBALANCED WATER HEAD OF 3 FT. NO OTHER LIVE LOADS HAVE BEEN CONSIDERED.

ENGINEER MAKES NO WARRANTY OR CERTIFICATION REGARDING EXISTING STRUCTURES.

# BULKHEAD REPLACEMENT LAKE WORTH LAKESIDE PARK VILLAGE OF NORTH PALM BEACH PALM BEACH COUNTY, FLORIDA

OWNER:

# VILLAGE OF NORTH PALM BEACH

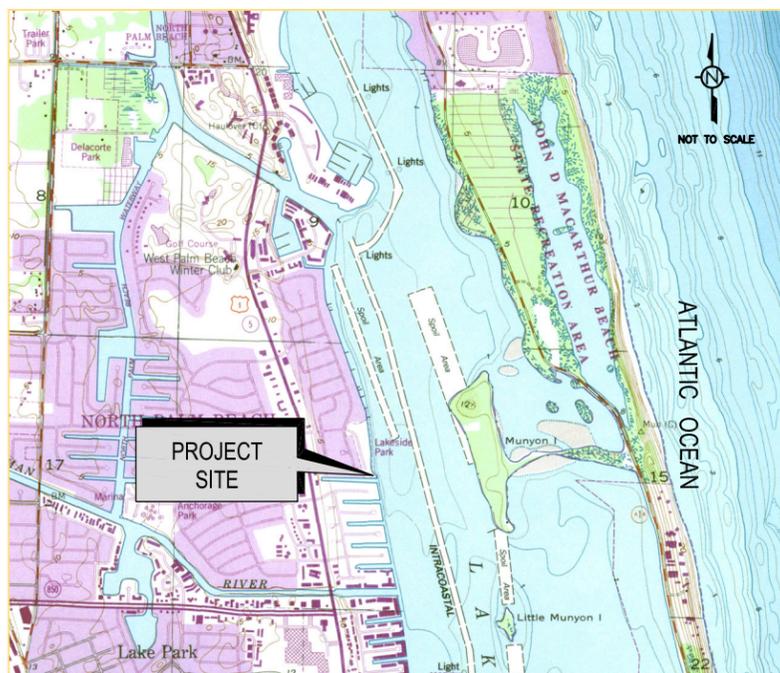
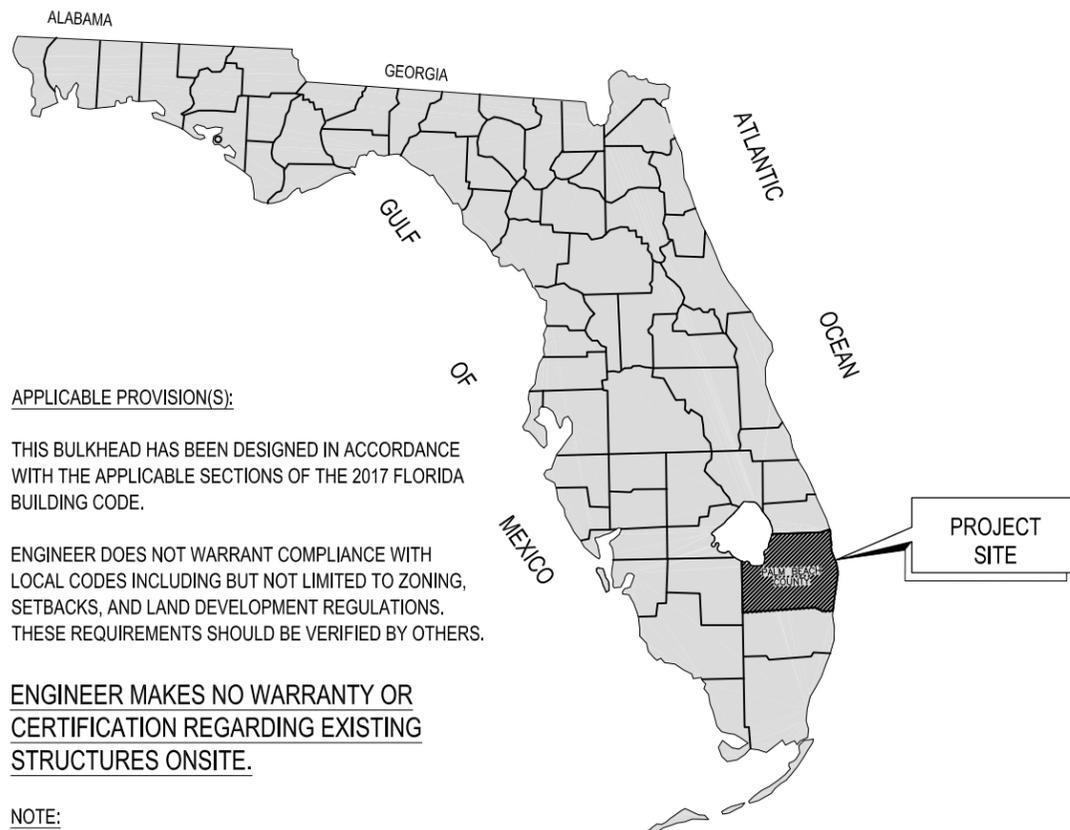


ENGINEER IS NOT RESPONSIBLE FOR ON-SITE OR OFF-SITE DAMAGES DUE TO VIBRATIONS.

SEPTEMBER 2020

**INDEX TO DRAWINGS**

SHEET NUMBER	TITLE
1	VICINITY MAP AND TITLE SHEET
2	PLAN VIEW
3	BULKHEAD SECTION A-A
4	BULKHEAD SECTION B-B
5	PANEL DETAILS
6	CORNER CONNECTION DETAILS
7	DETAILS
8	CHANGES TO INDEX 400-011



PRELIMINARY

**APPLICABLE PROVISION(S):**

THIS BULKHEAD HAS BEEN DESIGNED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE 2017 FLORIDA BUILDING CODE.

ENGINEER DOES NOT WARRANT COMPLIANCE WITH LOCAL CODES INCLUDING BUT NOT LIMITED TO ZONING, SETBACKS, AND LAND DEVELOPMENT REGULATIONS. THESE REQUIREMENTS SHOULD BE VERIFIED BY OTHERS.

ENGINEER MAKES NO WARRANTY OR CERTIFICATION REGARDING EXISTING STRUCTURES ONSITE.

NOTE:  
 THESE PLANS DO NOT INCLUDE ALL TECHNICAL SPECIFICATIONS REQUIRED FOR CONSTRUCTION.

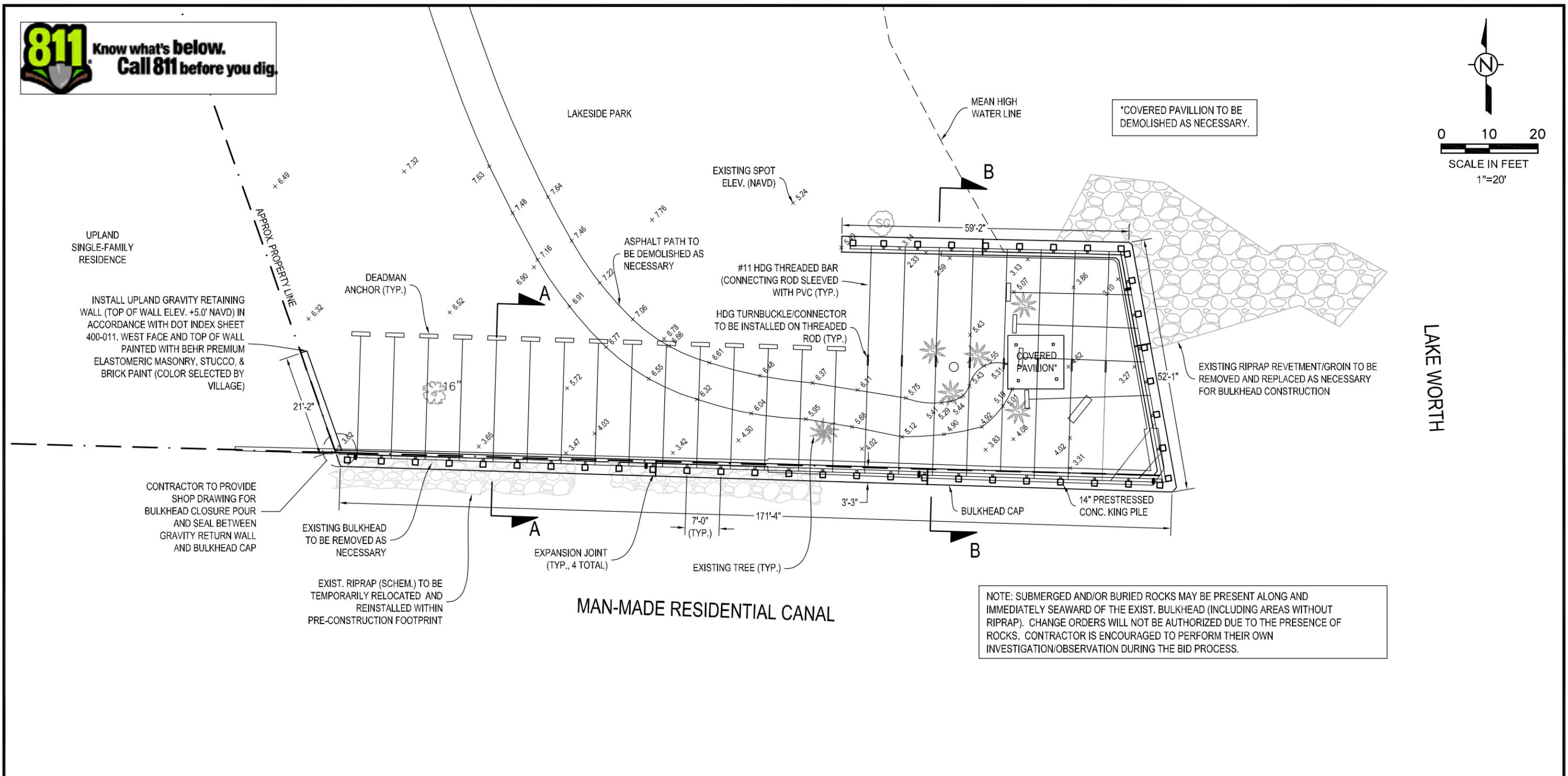
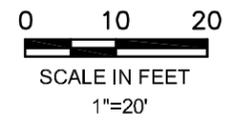
FOR BID PURPOSES ONLY. NOT FOR CONSTRUCTION.

**VICINITY MAP & TITLE SHEET**

ISIMINGER & STUBBS  
 ENGINEERING, INC.  
 COASTAL • ENVIRONMENTAL • MARINE  
 REGISTRY NUMBER : 8114  
 P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

**BULKHEAD REPLACEMENT  
 LAKE WORTH  
 LAKESIDE PARK  
 VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL  
 OWNER: VILLAGE OF NORTH PALM BEACH**

DATE	9/20	DRAWN	KDB	CHKD	KDB	APPRVD	MAP
DWG NO.	20029B1			SHEET		1	
COMPUTER FILE NO.	20029B			OF		8	



NOTE: SUBMERGED AND/OR BURIED ROCKS MAY BE PRESENT ALONG AND IMMEDIATELY SEAWARD OF THE EXIST. BULKHEAD (INCLUDING AREAS WITHOUT RIPRAP). CHANGE ORDERS WILL NOT BE AUTHORIZED DUE TO THE PRESENCE OF ROCKS. CONTRACTOR IS ENCOURAGED TO PERFORM THEIR OWN INVESTIGATION/OBSERVATION DURING THE BID PROCESS.

- GENERAL NOTES:
- DATUM IS NAVD. MLW = -2.3 NAVD FROM LABINS DATABASE.
  - EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY ENGENUITY GROUP, INC., DATED 4/9/2020.
  - CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PROTECT ALL EXISTING STRUCTURES ON-SITE AND ON NEIGHBORING PROPERTIES FROM DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO EXISTING STRUCTURES AND VEGETATION SHOULD ANY DAMAGE OCCUR.
  - CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING ALL BURIED UTILITIES.

FOR BID PURPOSES ONLY. NOT FOR CONSTRUCTION.

PRELIMINARY

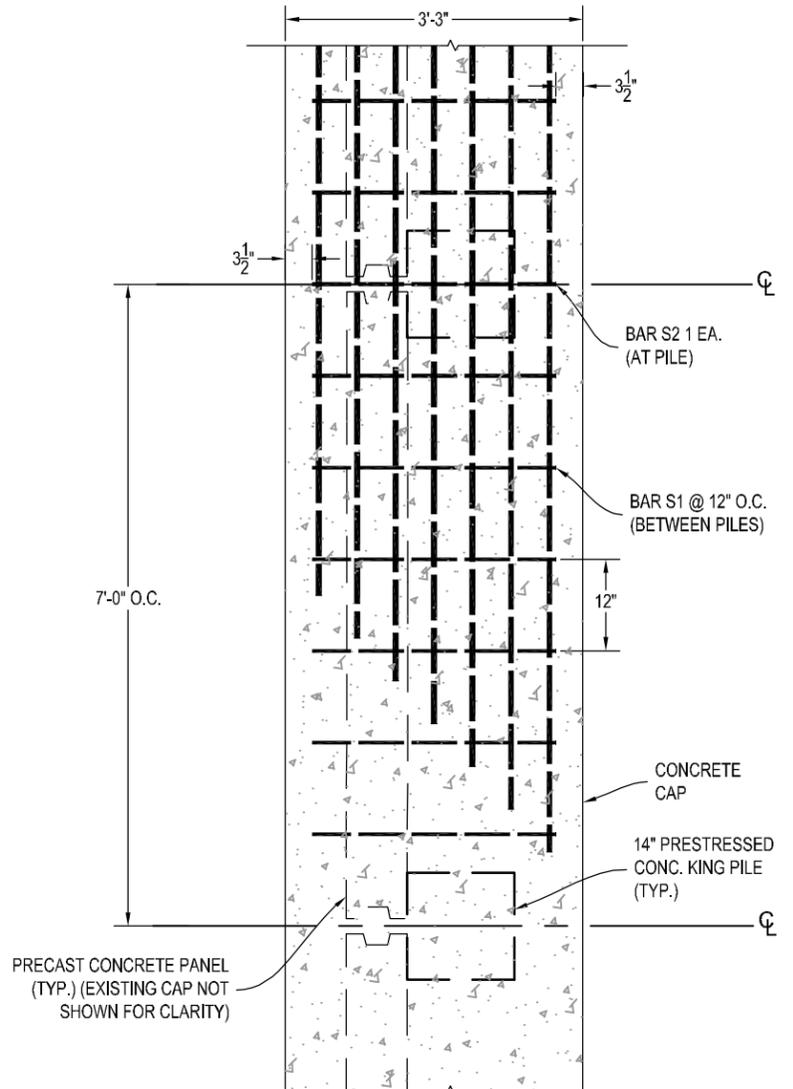
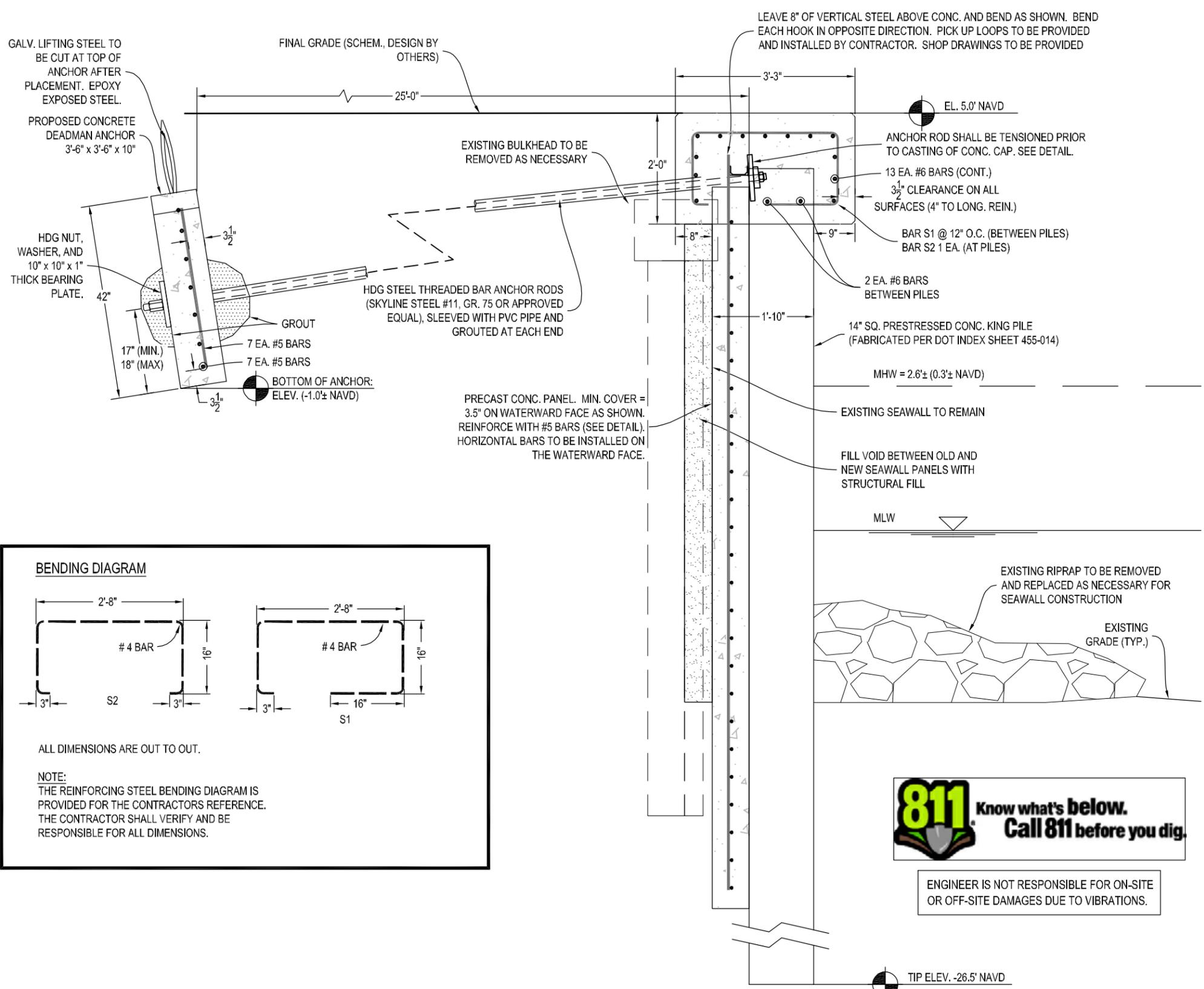
**PLAN VIEW**

**ISIMINGER & STUBBS ENGINEERING, INC.**  
 COASTAL • ENVIRONMENTAL • MARINE  
 REGISTRY NUMBER : 8114  
 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003

**BULKHEAD REPLACEMENT  
 LAKE WORTH  
 LAKESIDE PARK  
 VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL  
 OWNER: VILLAGE OF NORTH PALM BEACH**

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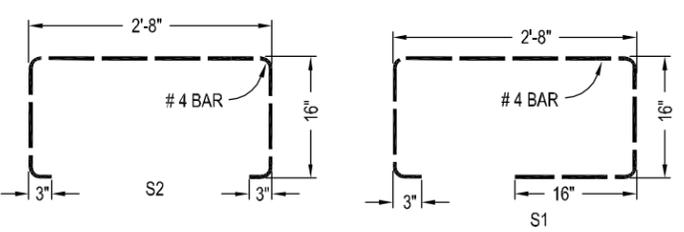
**2**



**CAP DETAIL**



**BENDING DIAGRAM**



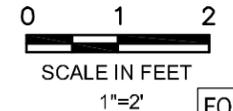
ALL DIMENSIONS ARE OUT TO OUT.

NOTE:  
THE REINFORCING STEEL BENDING DIAGRAM IS PROVIDED FOR THE CONTRACTORS REFERENCE. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS.



ENGINEER IS NOT RESPONSIBLE FOR ON-SITE OR OFF-SITE DAMAGES DUE TO VIBRATIONS.

**TYPICAL SECTION**

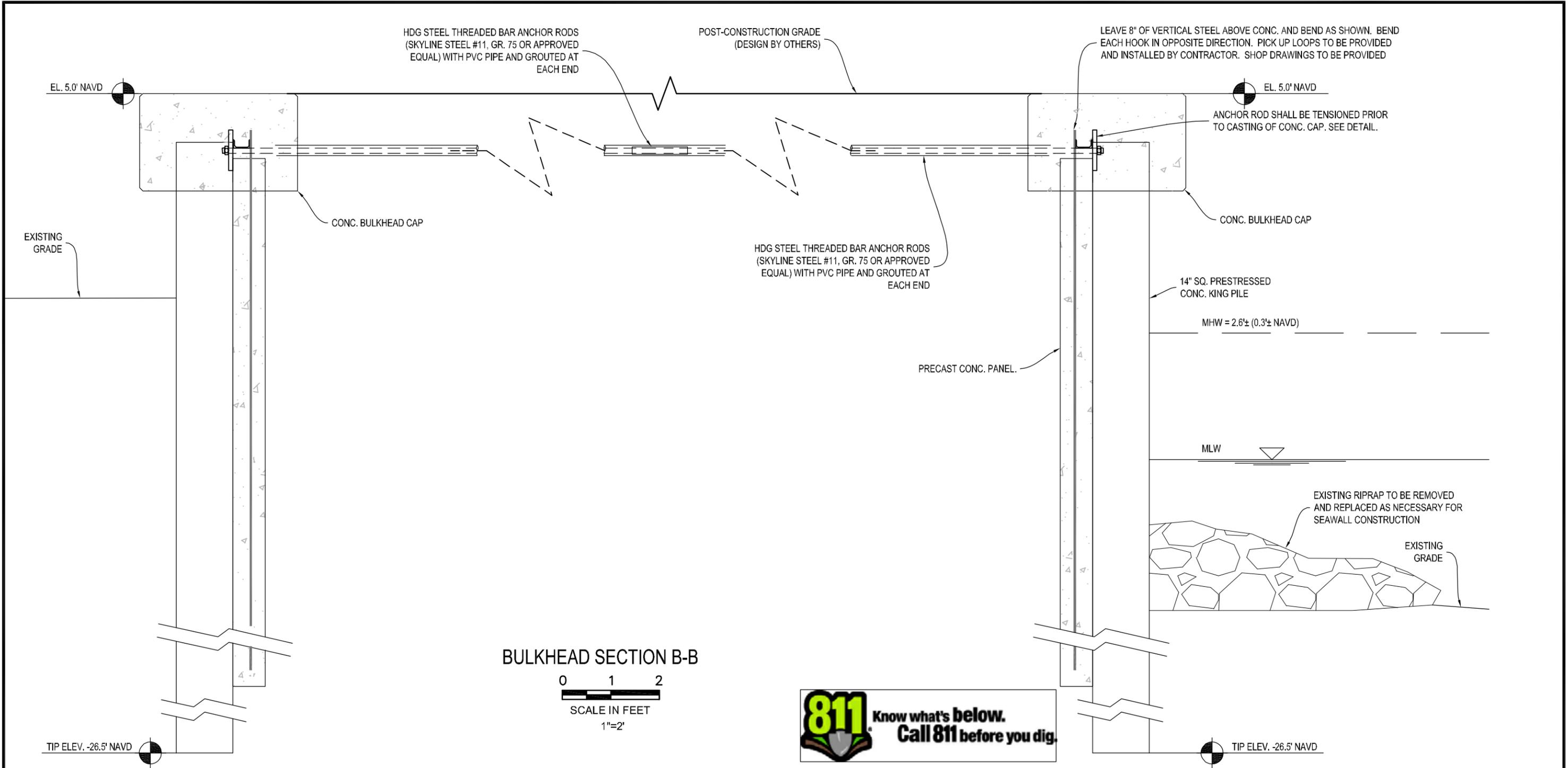


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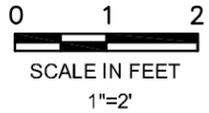
**PRELIMINARY**

**BULKHEAD SECTION A-A**

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER : 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003					
BULKHEAD REPLACEMENT LAKE WORTH LAKESIDE PARK VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL OWNER: VILLAGE OF NORTH PALM BEACH					
DATE	9/20	DRAWN	KDB	CHKD	APPRVD
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COMPUTER FILE NO.	20029B				OF 8



BULKHEAD SECTION B-B



ENGINEER IS NOT RESPONSIBLE FOR ON-SITE OR OFF-SITE DAMAGES DUE TO VIBRATIONS.

PRELIMINARY

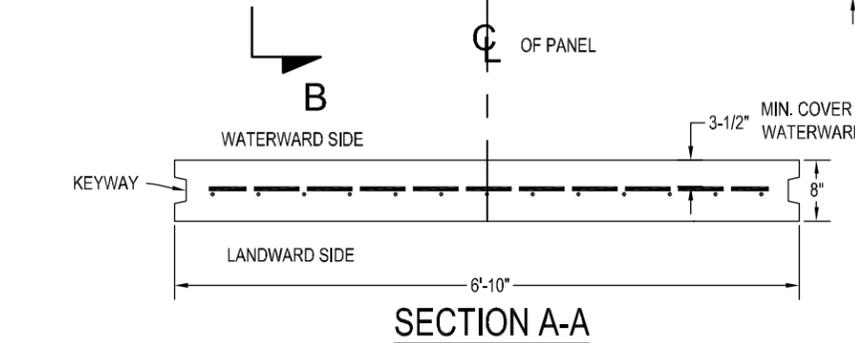
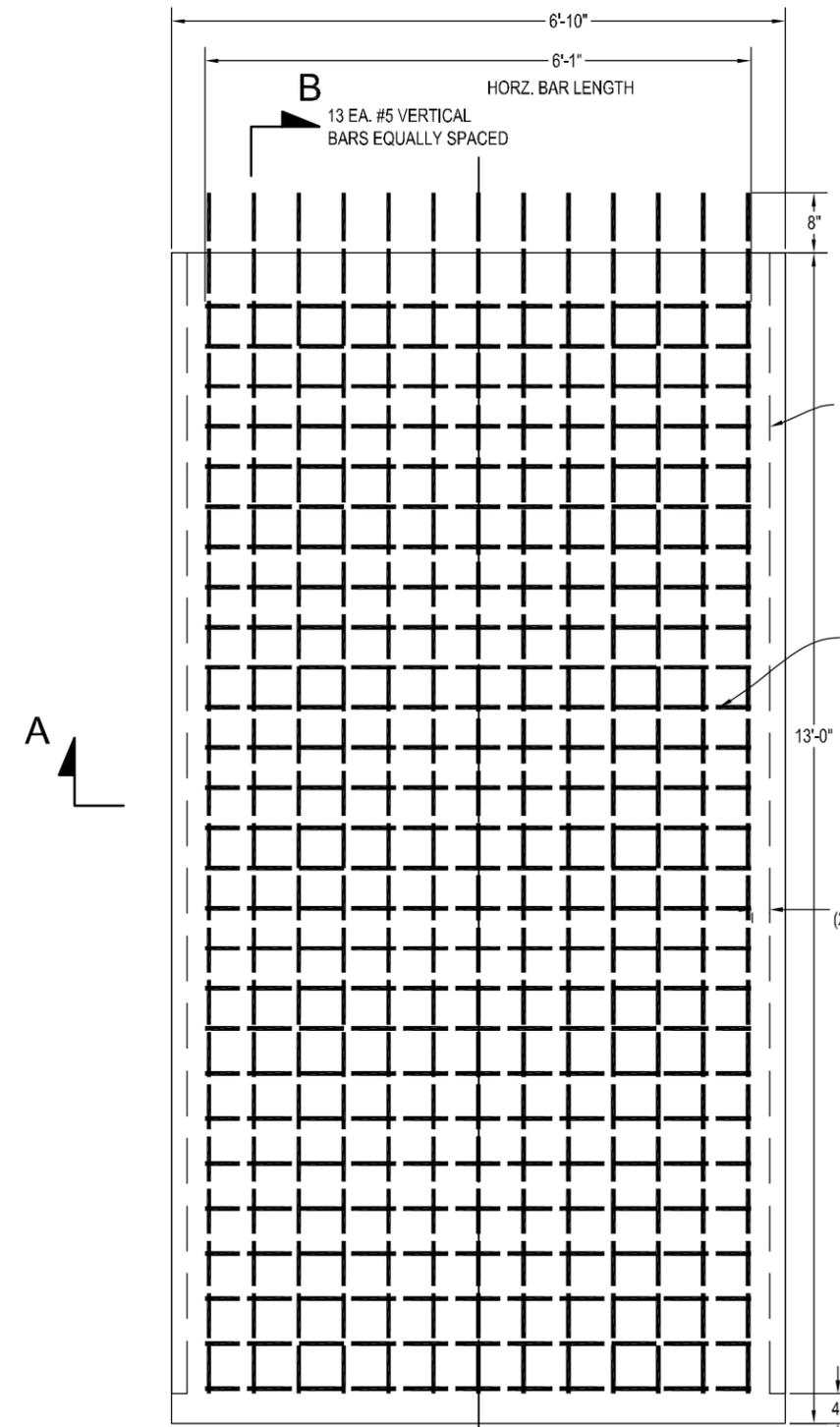
**BULKHEAD SECTION B-B**

**ISIMINGER & STUBBS  
ENGINEERING, INC.**  
COASTAL • ENVIRONMENTAL • MARINE  
REGISTRY NUMBER : 8114  
P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003

BULKHEAD REPLACEMENT  
LAKE WORTH  
LAKESIDE PARK  
VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL  
OWNER: VILLAGE OF NORTH PALM BEACH

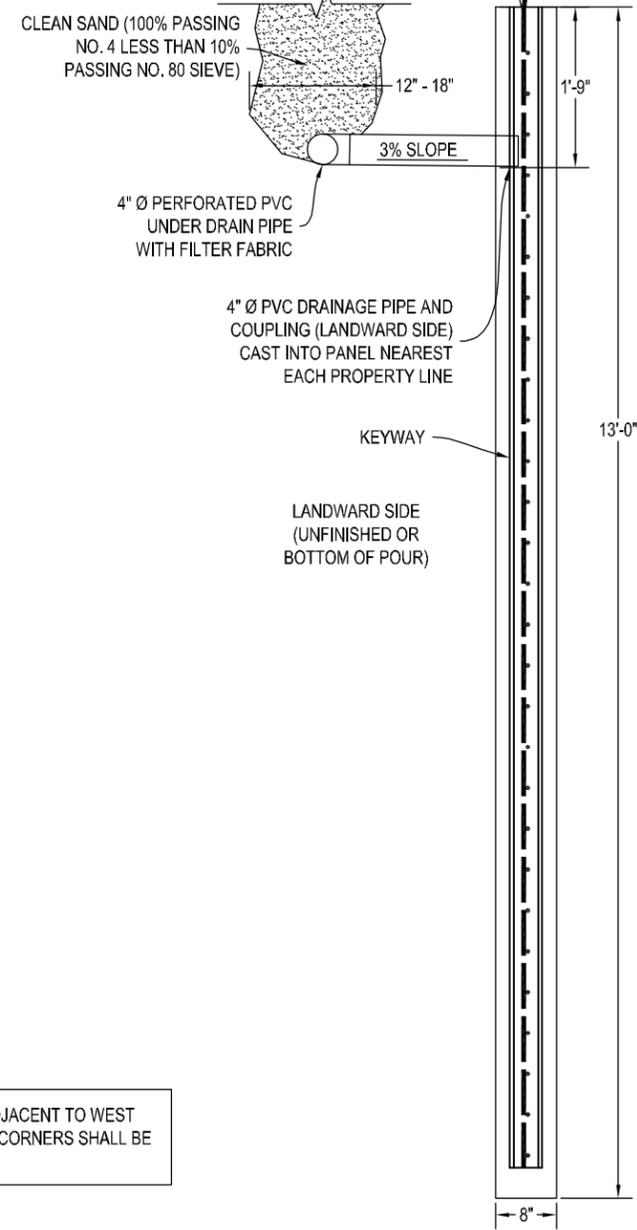
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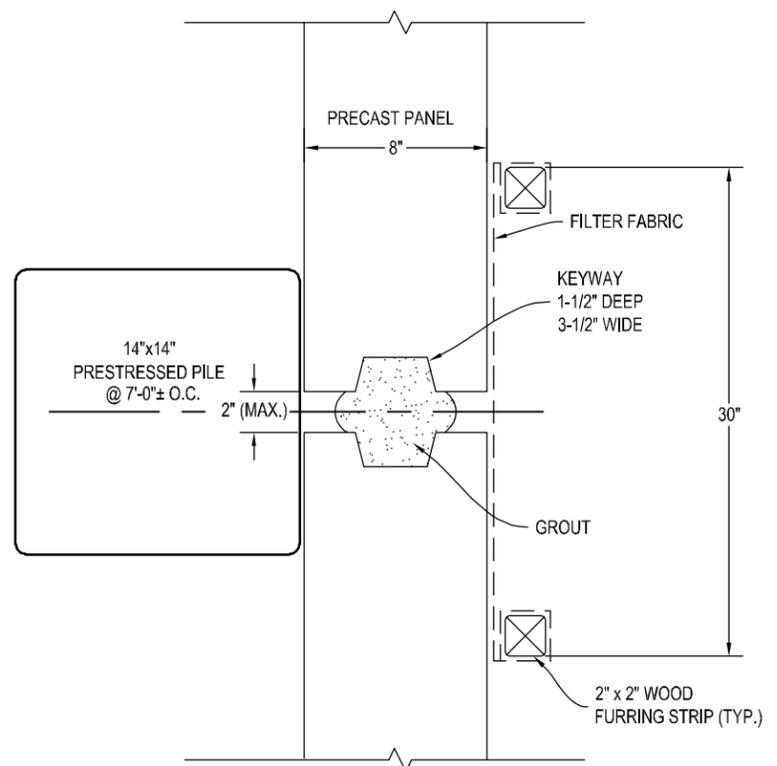
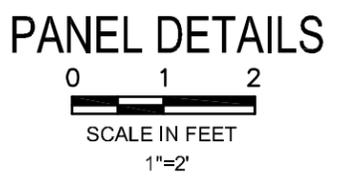


NOTE: WIDTH OF PANELS ADJACENT TO WEST PROPERTY LINE AND CORNERS SHALL BE FIELD MEASURED.

LEAVE 8" OF VERTICAL STEEL ABOVE CONC. AND BEND AS SHOWN EXCEPT BARS SUPPORTING CHANNEL FOR ANCHORS. BEND EACH HOOK IN OPPOSITE DIRECTION. PICK UP LOOPS TO BE PROVIDED AND INSTALLED BY CONTRACTOR. SHOP DRAWINGS TO BE PROVIDED.



SECTION B-B



JOINT DETAIL

CONSTRUCTION NOTES:

- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 AND BE ZINC COATED (GALVANIZED) PER ASTM A767/767M OR A1094/A1094M. ALL REINFORCING STEEL SHALL BE TIED WITH GALVANIZED WIRE ONLY.
- REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST ED.) SECTION 415. LAP SPLICES SHALL NOT BE USED FOR PANEL REINFORCEMENT.
- CONCRETE SHALL MEET THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC, LATEST EDITION) REQUIREMENTS FOR CLASS IV CONCRETE (5,500 PSI COMPRESSIVE STRENGTH), USING TYPE II (MH) OR TYPE II L PORTLAND CEMENT, A MAXIMUM WATER/CEMENT RATIO OF 0.40, AND SLAG AS THE SECONDARY CEMENTITIOUS MATERIAL AT 50% OF TOTAL CEMENTITIOUS MATERIAL BY WEIGHT.
- CONTRACTOR TO CLEAN OUT JOINT & PUMP CEMENT GROUT IN PLASTIC GROUT TUBE FROM BOTTOM OF WALL PANEL TO TOP.
- WRAP FILTER FABRIC AROUND 2" x 2" x 12' WOOD STRIPS (ONE EACH SIDE OF JOINT), WITH THE FABRIC OVER LAPPING ITSELF ON THE PANEL SIDE. SECURE TO WOOD STRIPS NAILED THROUGH THE OVERLAP WITH GALVANIZED 1" ROOFING NAILS, 6" O.C. THEN PLACE SUCH THAT FILTER FABRIC IS CENTERED OVER JOINT. NAIL TOP OF STRIPS TO PANEL.
- FILTER FABRIC TO HAVE A MINIMUM WEIGHT OF 4.0 OZ./SQ.YD., A MINIMUM PUNCTURE RESISTANCE OF 50 LBS., AND AN EQUIVALENT OPENING SIZE OF BETWEEN 50 & 140, U.S. STD. SIEVE.

PRELIMINARY

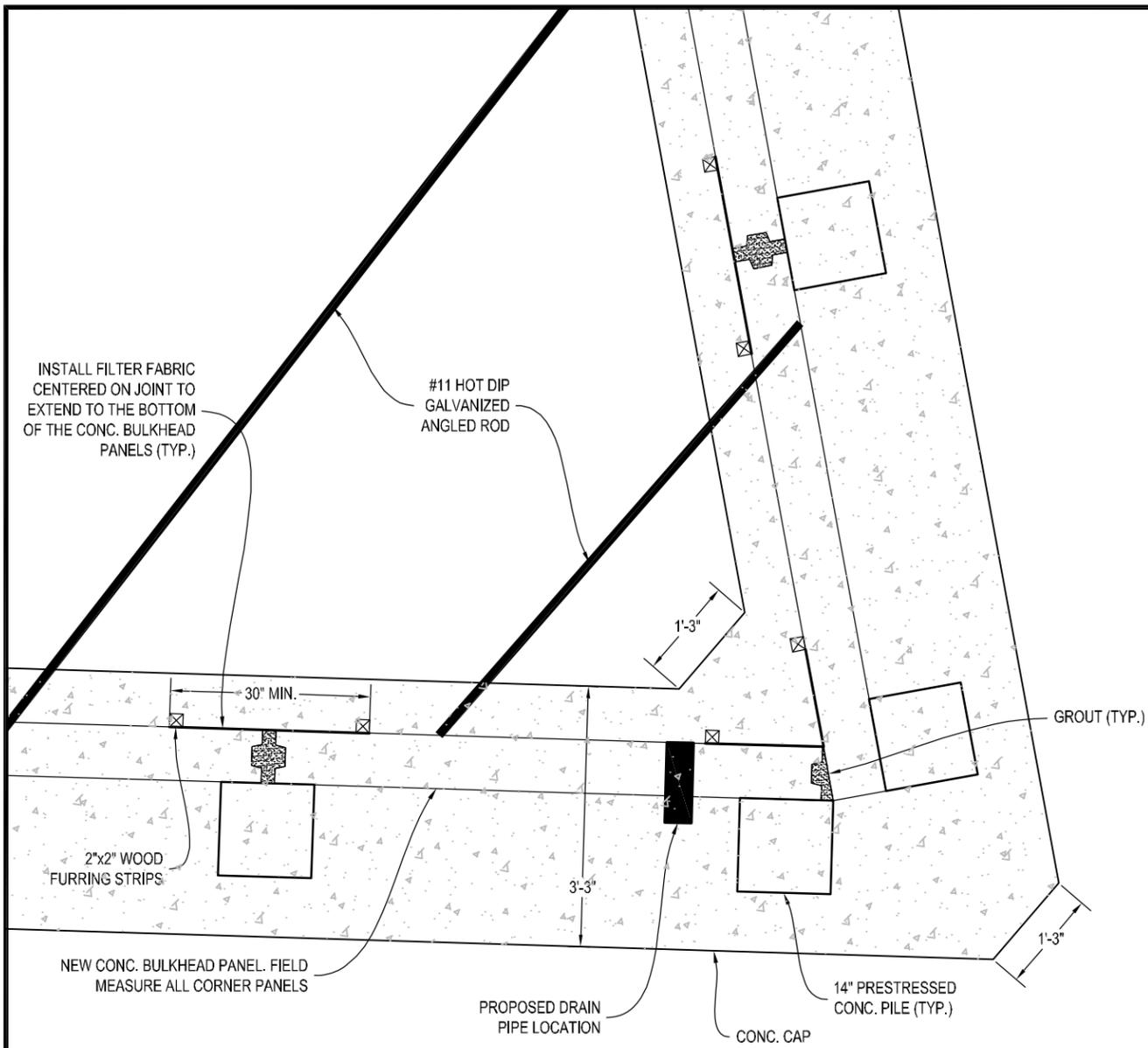
FOR DISCUSSION PURPOSES ONLY. NOT FOR CONSTRUCTION.

**PANEL DETAILS**

**ISIMINGER & STUBBS ENGINEERING, INC.**  
 COASTAL • ENVIRONMENTAL • MARINE  
 REGISTRY NUMBER : 8114  
 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003

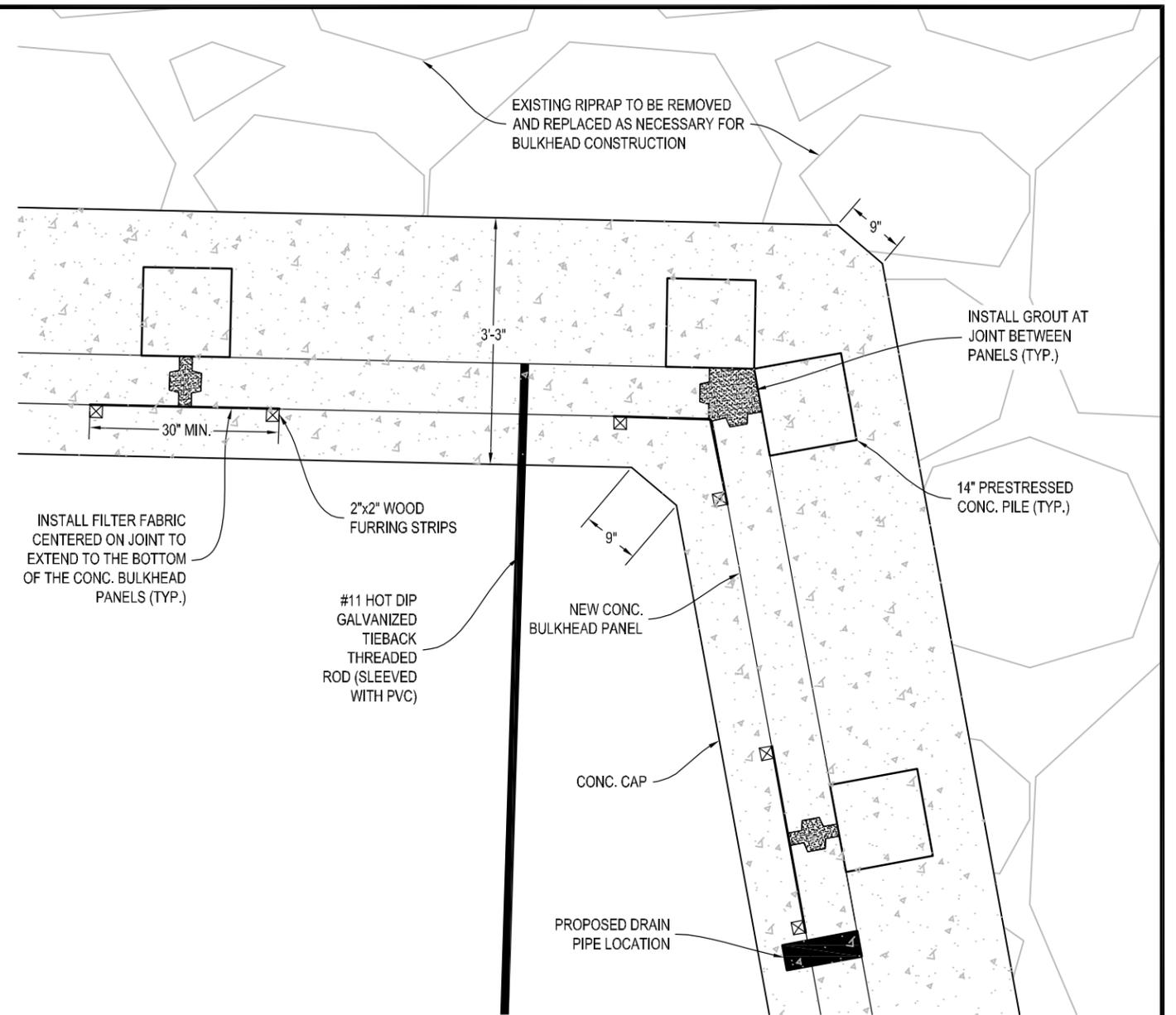
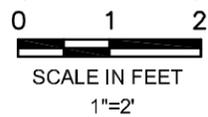
**BULKHEAD REPLACEMENT  
 LAKE WORTH  
 LAKESIDE PARK  
 VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL  
 OWNER: VILLAGE OF NORTH PALM BEACH**

DATE	9/20	DRAWN	KDB	CHKD	KDB	APPRVD	MAP
DWG NO.	20029B5				SHEET		5
COMPUTER FILE NO.	20029B				OF 8		



SOUTHEAST CORNER CONNECTION DETAIL

(PLAN VIEW)



NORTHEAST CORNER CONNECTION DETAIL

(PLAN VIEW)



PRELIMINARY

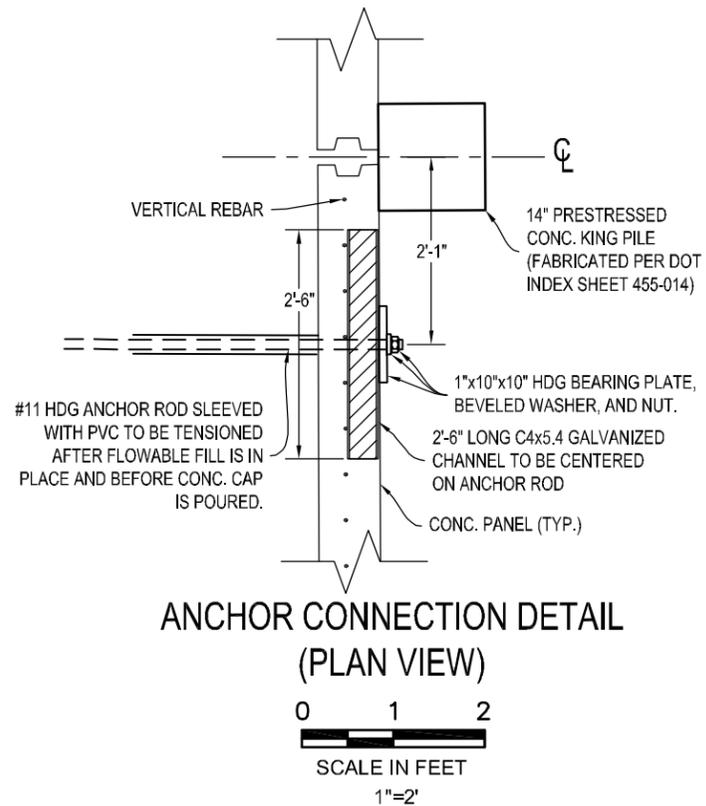
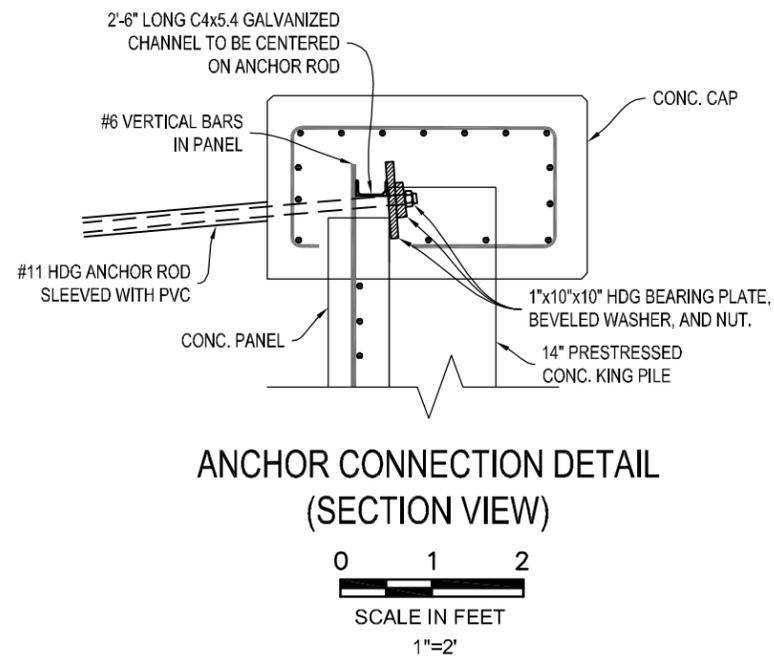
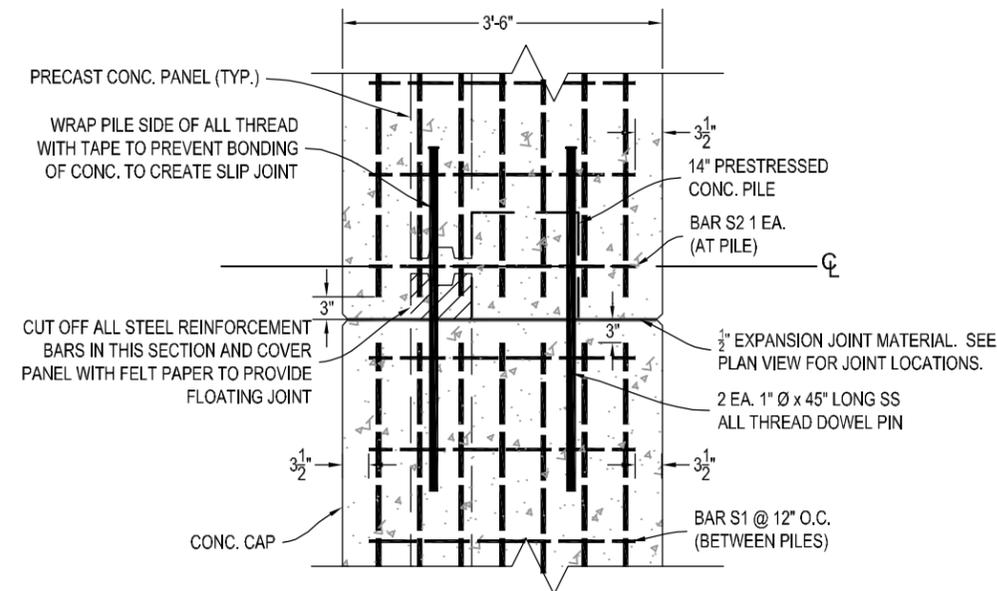
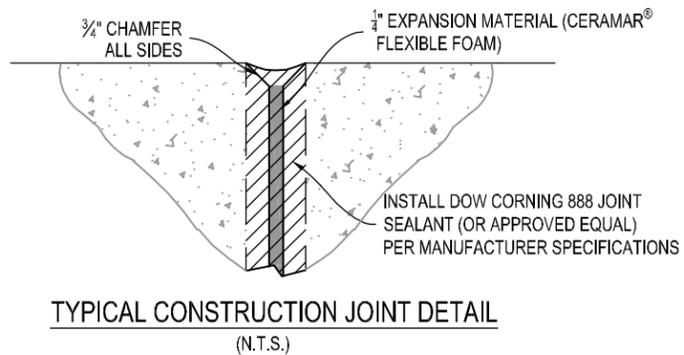
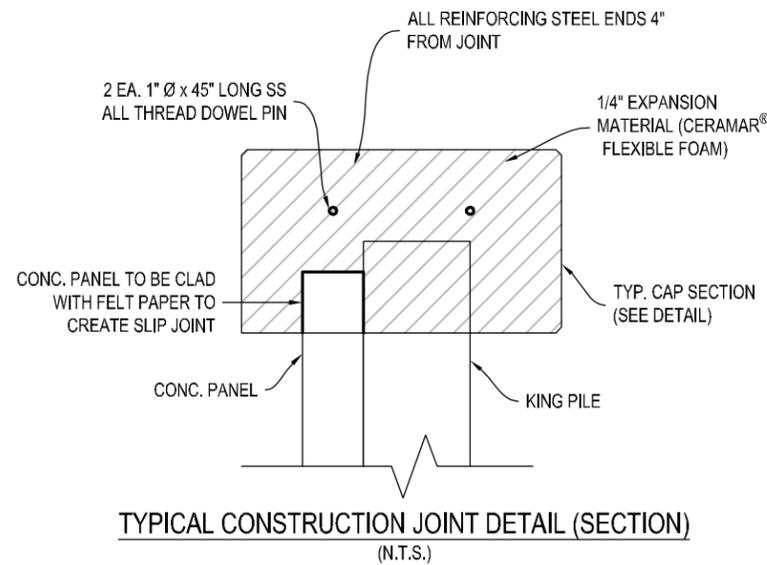
FOR BID PURPOSES ONLY. NOT FOR CONSTRUCTION.

**CORNER CONNECTION DETAILS**

**ISMINGER & STUBBS  
ENGINEERING, INC.**  
COASTAL • ENVIRONMENTAL • MARINE  
REGISTRY NUMBER : 8114  
P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003

BULKHEAD REPLACEMENT  
LAKE WORTH  
LAKESIDE PARK  
VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL  
OWNER: VILLAGE OF NORTH PALM BEACH

DATE	9/20	DRAWN	KDB	CHKD	KDB	APPRVD	MAP
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COMPUTER FILE NO.	20029B					OF 8	



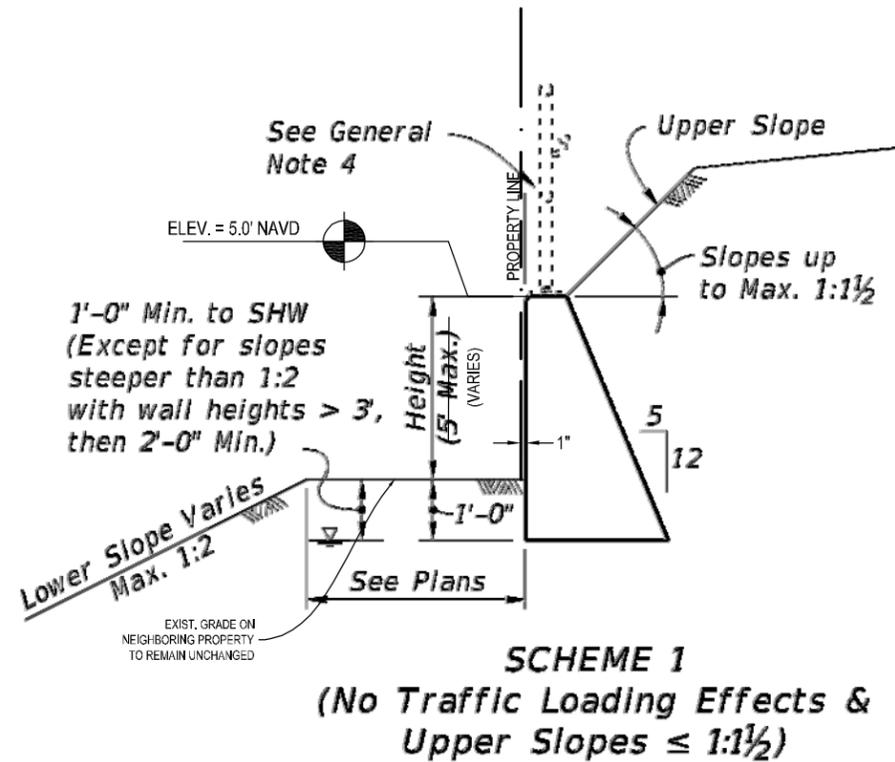
PRELIMINARY

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**DETAILS**

 <b>ISIMINGER &amp; STUBBS ENGINEERING, INC.</b> COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER : 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003							
<b>BULKHEAD REPLACEMENT LAKE WORTH LAKESIDE PARK VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL OWNER: VILLAGE OF NORTH PALM BEACH</b>							
DATE	9/20	DRAWN	KDB	CHKD	KDB	APPRVD	MAP
DWG NO.	20029B7					SHEET	7
COMPUTER FILE NO.	20029B					OF	8

CHANGES TO GENERAL NOTES:



CHANGES TO SCHEME 1  
(SECTION VIEW)  
N.T.S.

- CONCRETE FOR GRAVITY WALL SHALL MEET THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC, LATEST EDITION) REQUIREMENTS FOR CLASS IV CONCRETE (5,500 PSI COMPRESSIVE STRENGTH), USING TYPE II (MH) OR TYPE I/L PORTLAND CEMENT, A MAXIMUM WATER/CEMENT RATIO OF 0.40, AND SLAG AS THE SECONDARY CEMENTITIOUS MATERIAL AT 50% OF TOTAL CEMENTITIOUS MATERIAL BY WEIGHT.
- REINFORCING STEEL FOR GRAVITY WALL SHALL BE CONTINUOUS (NO LAP SPLICES) AND MEET THE REQUIREMENTS OF ASTM A615 GRADE 60 AND BE ZINC COATED (GALVANIZED) PER ASTM A767/767M OR A1094/A1094M. ALL REINFORCING STEEL SHALL BE TIED WITH GALVANIZED WIRE ONLY.

**GENERAL NOTES**

- ~~C-I-P Gravity Walls constructed as extensions of reinforced concrete retaining walls, except walls of proprietary designs, shall have the same face texture and finish as the reinforced concrete retaining wall.~~
- ~~Concrete for Gravity Wall shall be Class NS per Section 347. Concrete for Scheme 3 Junction Slab and Traffic Railing shall be Class II per Section 346, unless otherwise specified in the plans.~~
- ~~Reinforcing steel shall meet the requirements of Specification Section 931 (Grade 40 or 60). Smooth or Deformed Welded Wire Reinforcement (WWR) may be substituted on an equal area basis. Do not increase bar/wire spacing for Grade 60 reinforcing steel or WWR.~~
- ~~When required, for adjunct guiderail, see Index 515-070 or 515-080 as appropriate. For adjunct Type B fence see Index 550-002.~~
- Joint Seal: Organic Felt bond breaker in accordance with Specification Section 400 or Type D-5 geotextile fabric in accordance with Specification Section 985. Mop all contact surfaces of concrete and Organic Felt or geotextile fabric with cut-back asphalt. Stop Organic Felt or geotextile fabric 6" below top of wall.
- Provide a continuous 1'x1' clean gravel or crushed rock drain for wall heights 3 ft. and higher. Wrap drainage layer as shown, with Type D-3 geotextile fabric in accordance with Specification Section 985. Provide 8"x8" galvanized mesh with ¼" openings, at the inside end of the PVC Drain Pipe. Provide 2" Ø PVC Drain Pipe (Sch. 40) at 10 ft. max. spacing (when Drainage Layer is required). Locate outermost edge of Drain Pipe a minimum of 2'-0" from wall joints.
- ~~Cost of reinforcing steel, face texture, finish, joint seal, drain pipes, drainage layer, galvanized mesh and geotextile fabric to be included in the Contract Unit Price for Concrete Class NS, Gravity Wall. Cost of concrete for Junction Slab in Scheme 3, to be included in Contract Unit Price for Concrete Traffic Railing Barrier With Junction Slab. Adjunct railings or fences to be paid for separately.~~

PRELIMINARY

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CHANGES TO INDEX SHEET 400-011

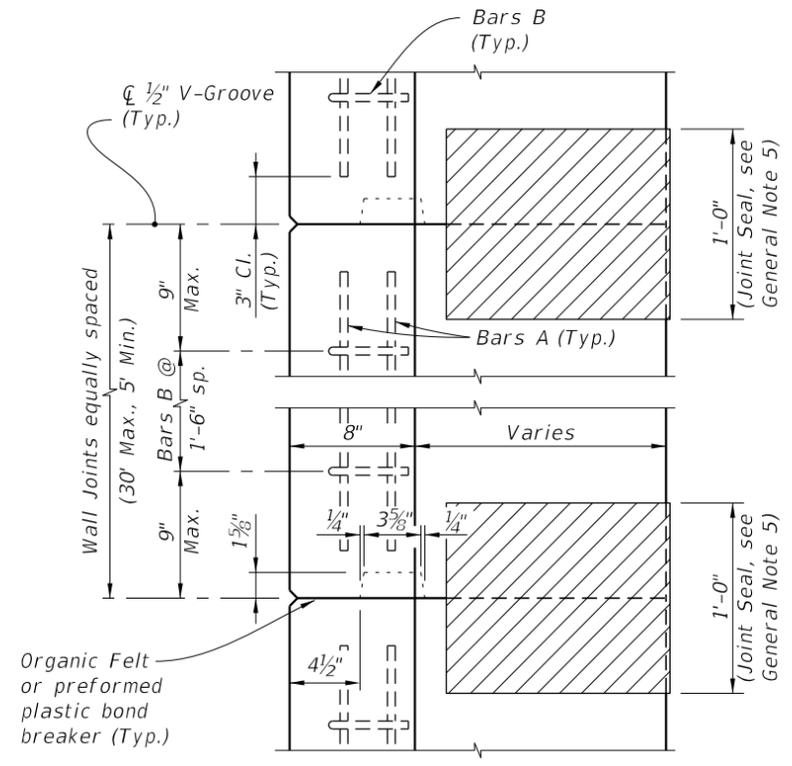
 <b>ISIMINGER &amp; STUBBS</b> <b>ENGINEERING, INC.</b> COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER : 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-881-0003							
BULKHEAD REPLACEMENT LAKE WORTH LAKESIDE PARK VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL OWNER: VILLAGE OF NORTH PALM BEACH							
DATE	9/20	DRAWN	KDB	CHKD	KDB	APPRVD	MAP
DWG NO.	20029B8					SHEET	8
COMPUTER FILE NO.	20029B					OF	8

**GENERAL NOTES**

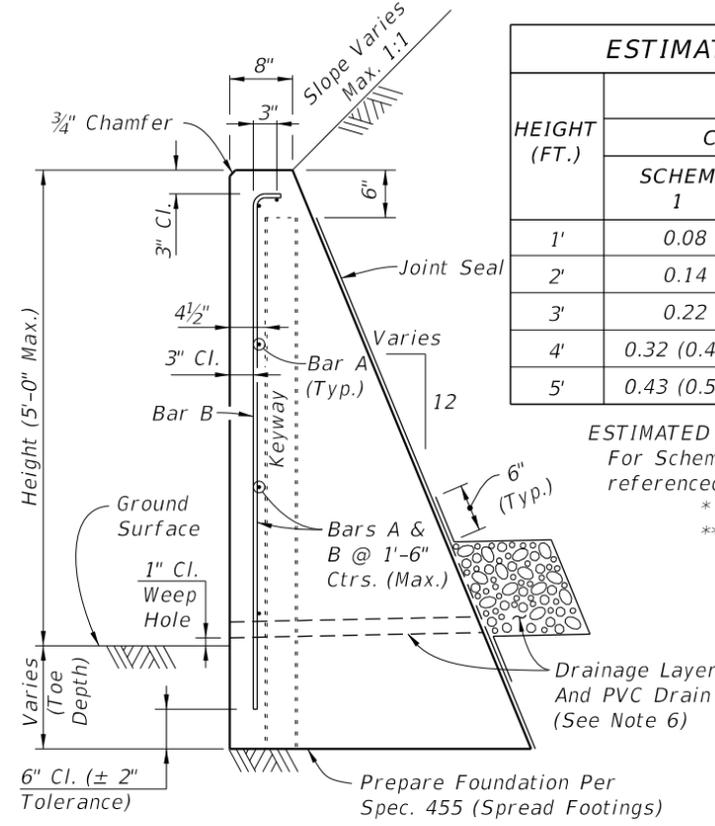
- C-I-P Gravity Walls constructed as extensions of reinforced concrete retaining walls, except walls of proprietary designs, shall have the same face texture and finish as the reinforced concrete retaining wall.
- Concrete for Gravity Wall shall be Class NS per Section 347. Concrete for Scheme 3 Junction Slab and Traffic Railing shall be Class II per Section 346, unless otherwise specified in the plans.
- Reinforcing steel shall meet the requirements of Specification Section 931 (Grade 40 or 60). Smooth or Deformed Welded Wire Reinforcement (WWR) may be substituted on an equal area basis. Do not increase bar/wire spacing for Grade 60 reinforcing steel or WWR.
- When required, for adjunct guiderail, see Index 515-070 or 515-080 as appropriate. For adjunct Type B fence see Index 550-002.
- Joint Seal: Organic Felt bond breaker in accordance with Specification Section 400 or Type D-5 geotextile fabric in accordance with Specification Section 985. Mop all contact surfaces of concrete and Organic Felt or geotextile fabric with cut-back asphalt. Stop Organic Felt or geotextile fabric 6" below top of wall.
- Provide a continuous 1'x1' clean gravel or crushed rock drain for wall heights 3 ft. and higher. Wrap drainage layer as shown, with Type D-3 geotextile fabric in accordance with Specification Section 985. Provide 8"x8" galvanized mesh with 1/4" openings, at the inside end of the PVC Drain Pipe. Provide 2" Ø PVC Drain Pipe (Sch. 40) at 10 ft. max. spacing (when Drainage Layer is required). Locate outermost edge of Drain Pipe a minimum of 2'-0" from wall joints.
- Cost of reinforcing steel, face texture, finish, joint seal, drain pipes, drainage layer, galvanized mesh and geotextile fabric to be included in the Contract Unit Price for Concrete Class NS, Gravity Wall. Cost of concrete for Junction Slab in Scheme 3, to be included in Contract Unit Price for Concrete Traffic Railing Barrier With Junction Slab. Adjunct railings or fences to be paid for separately.

HEIGHT (FT.)	PER LINEAR FOOT OF WALL			WEEP HOLES & DRAIN REQD.
	CLASS NS CONCRETE (CY)			
	SCHEME 1	SCHEME 2	SCHEME 3**	
1'	0.08	0.11 (0.20*)	0.03	3 (4*) No
2'	0.14	0.20 (0.32*)	0.09	4 (5*) No
3'	0.22	0.32 (0.47*)	0.29	5 (6*) Yes
4'	0.32 (0.43*)	0.47 (0.65*)	0.43	6 (7*) Yes
5'	0.43 (0.55*)	0.65 (0.85*)	0.60	7 (8*) Yes

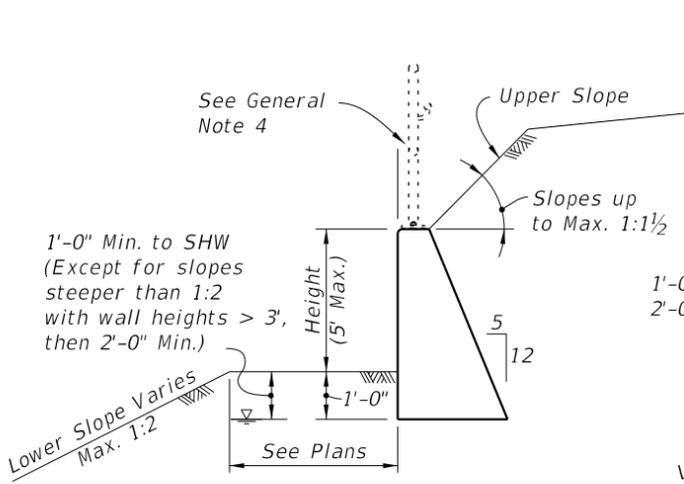
**ESTIMATED QUANTITIES NOTES:**  
 For Scheme 3 Junction Slab and Traffic Railing see the referenced Index for estimated quantities.  
 \* Quantity for 2'-0" Toe Depth.  
 \*\* Quantity for Scheme 3 assumes 1'-3" thick coping above Gravity Wall.



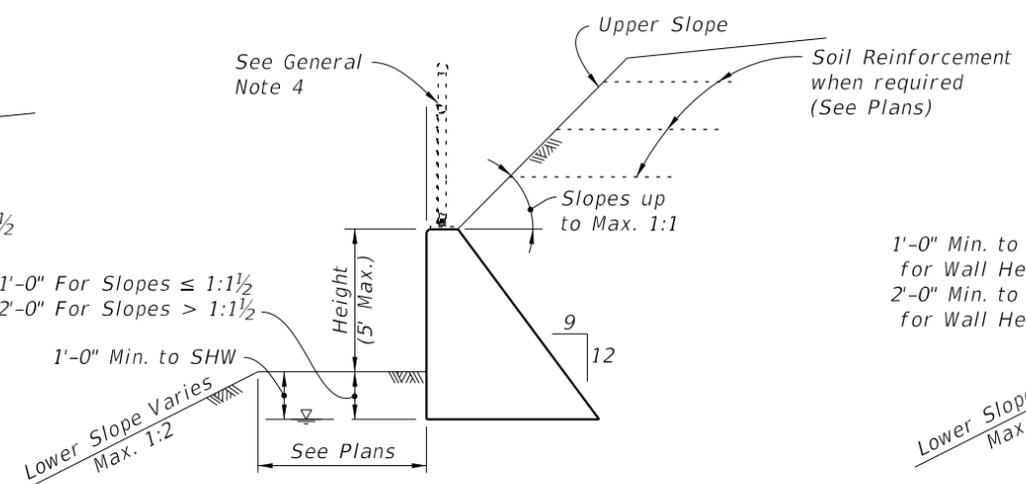
**KEYWAY & WALL JOINT DETAIL (TOP VIEW)**



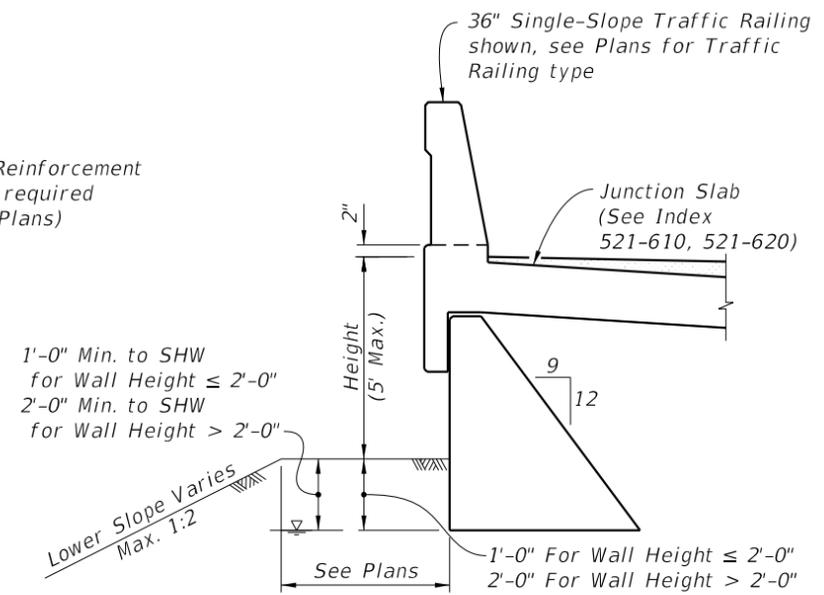
**TYPICAL SECTION C-I-P CONCRETE GRAVITY WALL**



**SCHEME 1 (No Traffic Loading Effects & Upper Slopes ≤ 1:1 1/2)**

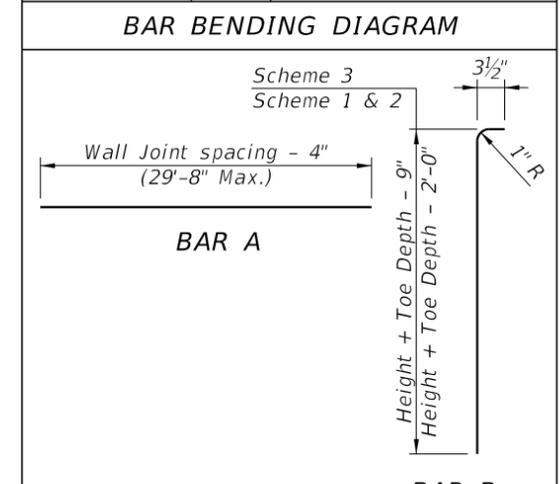


**SCHEME 2 (With Traffic Loading or Upper Slopes > 1:1 1/2)**



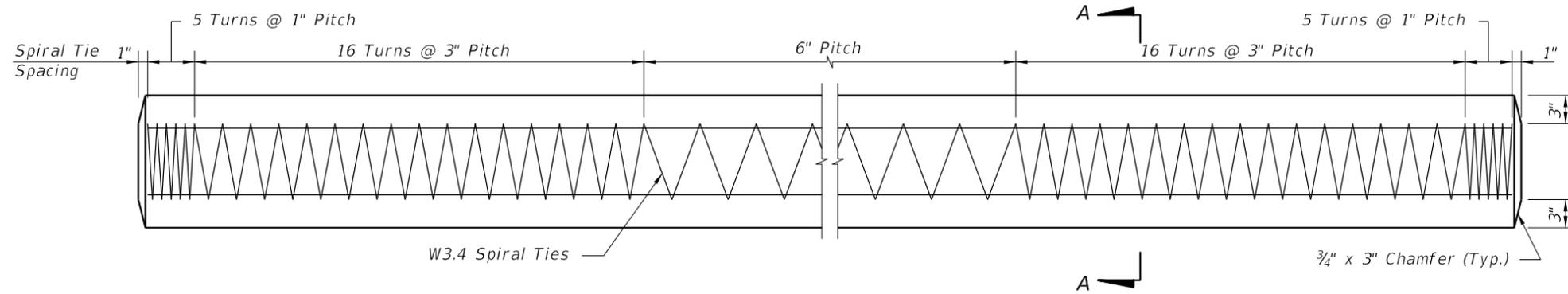
**SCHEME 3 (With Traffic Railing)**

BILL OF REINFORCING STEEL		
MARK	SIZE	LENGTH
A	4	As Reqd.
B	4	As Reqd.

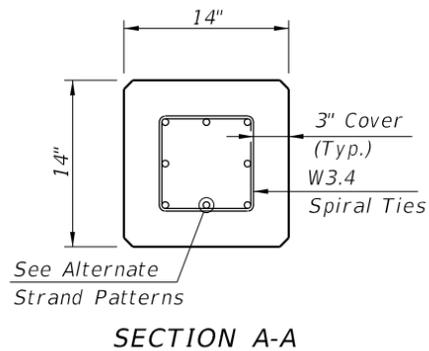


**NOTES:**  
 1. All bar dimensions are out to out.  
 2. Lap splices for Bars A must be a minimum of 1'-10".

10/30/2018 8:42:26 AM

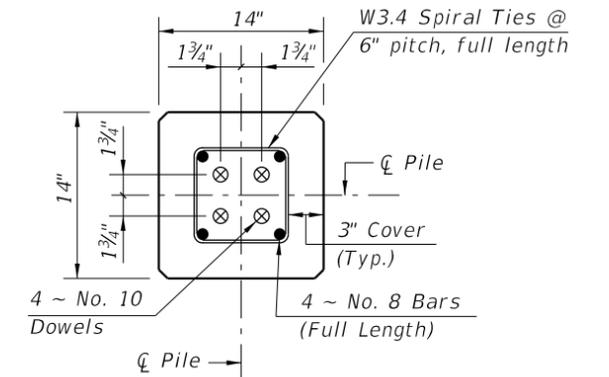


ELEVATION

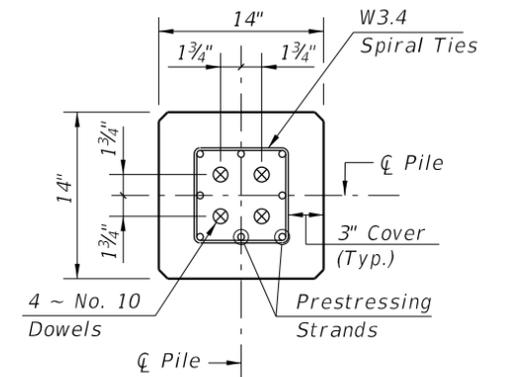


**ALTERNATE STRAND PATTERNS**

- 8 ~ 0.6" Ø, Grade 270 LRS, at 33 kips
- 8 ~ 1/2" Ø (Special), Grade 270 LRS, at 31 kips
- 8 ~ 1/2" Ø, Grade 270 LRS, at 31 kips
- 12 ~ 7/16" Ø, Grade 270 LRS, at 21 kips
- 16 ~ 3/8" Ø, Grade 270 LRS, at 16 kips



**SECTION D-D**  
(See Nondrivable Unforeseen Reinforced Precast Splice Detail)



**SECTION E-E**  
(See Drivable Unforeseen Prestressed Precast Splice Detail)

**PILE SPLICE REINFORCEMENT DETAILS**

**NOTES:**

1. Work this Index with Index 455-001 - Typical Details and Notes for Square Prestressed Concrete Piles and Index 455-002 - Square Prestressed Concrete Pile Splices.
2. Any of the given Alternate Strand Patterns may be utilized. The strands shall be located as follows:  
Place one strand at each corner and place the remaining strands equally spaced between the corner strands.  
The total strand pattern shall be concentric with the nominal concrete section of the pile.

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LAST REVISION 01/01/12	REVISION	DESCRIPTION:		FY 2018-19 STANDARD PLANS	14" SQUARE PRESTRESSED CONCRETE PILE	INDEX 455-014	SHEET 1 of 1
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PRELIMINARY - FOR BID PURPOSES ONLY – NOT FOR CONSTRUCTION

**TECHNICAL SPECIFICATIONS**

**BULKHEAD REPLACEMENT**

**LAKESIDE PARK  
667 LAKESIDE DRIVE  
NORTH PALM BEACH  
PALM BEACH COUNTY, FLORIDA**

**Owner:  
VILLAGE OF NORTH PALM BEACH**

**SEPTEMBER 2020**

**Prepared by**

**ISIMINGER & STUBBS ENGINEERING, INC.**

**Coastal - Environmental - Marine  
Registry Number 8114**

**649 U.S. Highway 1, Suite 9  
Post Office Box 14702  
North Palm Beach, Florida 33408  
(561) 881-0003**

**Index to Specifications:**

**1A...General Requirements**

**2A...Earthwork**

**3A...Demolition and Bulkhead  
Construction**

**4A...Concrete**

Mark A. Powell, P.E.  
License #65673

20029.TECHSPEC.01

SECTION 1A  
GENERAL REQUIREMENTS

1.01 SCOPE OF WORK: The Contractor shall furnish all labor, materials, tools, supplies, plant, equipment, and machinery necessary to complete the work in accordance with the contract documents. Materials or work described in words which have a well-known technical trade meaning shall be held to refer to such recognized standards. All materials and supplies shall be new unless otherwise specified. The specific work which is included is shown on the drawings and specified herein.

1.02 EXISTING UTILITIES AND STRUCTURES: The existing utilities and structures shown on the drawings, if any, were located from the Owner's and other records. Guaranty is not made that all existing facilities are shown or that those shown are entirely accurate. The Contractor shall assure himself of any utilities, structures or facilities prior to performing any work. Prior to start of work, the Contractor shall request each utility agency to advise him of the location of their facilities in the vicinity. The Owner and the Engineer will assume no liability for damages sustained or costs incurred because of Contractor's operations in the vicinity of existing utilities or structures.

A. Buried Materials - Buried concrete, steel, and debris may exist at any location.

B. Overhead Power Lines - Overhead power lines may exist on or near the site. Contractor is responsible for taking any necessary precautions if working in the vicinity.

C. Underground Facilities - Pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities which have been installed underground to furnish any of the following services or materials - electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water - may exist at the site. The Contractor shall take all necessary steps to locate and protect these facilities. In the event there are facilities that cannot be protected the Contractor shall flag these areas and bring them to the attention of the Engineer prior to the disturbance of these areas.

1.03 LAYOUT OF WORK-SURVEY LINES AND GRADES:

A. Alignment Markers: The markers for alignment and location information may have been previously established, and consist of railroad spikes, iron pins, concrete monuments, and other types in customary use in the area. Contractor is responsible for confirming the accuracy of any existing alignment markers. If no acceptable alignment markers are currently present on the site, the Contractor shall employ, at the Contractor's expense, a Florida Professional Surveyor and Mapper to install them. The Contractor shall lay out his work from these markers and shall be responsible for all measurements in connection therewith. The Contractor shall preserve all alignment and right-of-way markers and shall reset or replace at his own expense any and all which are removed, destroyed, or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the

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Contractor shall employ, at Contractor's expense, a Florida Professional Surveyor and Mapper to reset or replace them.

B. Bench Marks: The Contractor shall lay out his work from bench marks or reference elevations supplied by the Contractor. These bench marks and elevations are the sole responsibility of the Contractor and, if replacement is required, either at the request of the Contractor or in the judgment of the Engineer, the Contractor shall pay for the cost of replacement.

1.04 OBSERVATION: The work will be conducted under the general observation of the Engineer for the Owner and is subject to observation by his appointed representatives to assess compliance with the plans and specifications. The representative is not authorized to change any provision of the specifications without written authorization of the Engineer nor shall the presence or absence of a representative relieve the Contractor from any requirements.

1.05 PRESERVING WATER QUALITY: The project is located adjacent to the waters of the Lake Worth and a man-made canal. No authorization is intended or implied for discharge to or pollution of these water bodies. The Contractor shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirement that turbidity shall not exceed 29 Nephelometric Turbidity Units (NTU) above background level. The waters of the project area are classified as Class III. Adequate silt containment procedures and equipment shall be used to control turbidity at all times. The Contractor is responsible for any violations of state water quality standards and any enforcement and/or compliance therefrom.

1.06 SALVAGED MATERIAL: Unless otherwise stated herein or noted on the drawings, all materials salvaged under this contract, if not desired by the Village, shall become the property of the Contractor. Salvaged materials may not be reused in the work, except upon written approval of the Engineer. All salvaged materials not reused shall be removed from the site of the work or otherwise disposed of by the Contractor in a manner satisfactory to the Engineer

1.07 SHOP DRAWINGS AND SAMPLES: As soon as practicable and no later than ten (10) days prior to the start of each applicable phase of construction, the Contractor shall submit to the Engineer for approval, a digital copy (via email [mpowell@coastal-engineers.com](mailto:mpowell@coastal-engineers.com)) of the documents listed below. He shall also submit samples of the materials and equipment listed below.

A. Lab Data, Specification Sheets, and Other Information:

1. Dimensioned Schematic Plan Showing the Limits of Demolition required to complete the project.
2. Concrete and Flowable Mix Design.
3. 14" Prestress Piling. Provide the DOT index sheet with the name of the prestress plant fabricating the piling.
4. Shop drawings for west property line closure pour and seal between concrete bulkhead cap and gravity return wall.
5. Shop drawings for the tie-back rods, nuts, couplers, and washers indicating the grade of steel and zinc coating specifications.
6. Reinforcement Order Sheets/Shop Drawings indicating the grade of steel and

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zinc coating specification.

7. Concrete Cylinder Testing Results.

8. Compaction Testing Results

1.08 WORK SITE TIME AND AREA RESTRICTIONS: Contractor may restrict access to the immediate work area in coordination with General Contractor. The Contractor is responsible for compliance with all applicable Lost Tree Village, municipal, and/or county work site restrictions.

1.09 PERMITS AND FEES: The Contractor shall procure the required local building and other required permits and arrange for inspections. The Owner or General Contractor will pay such fees as are thereby incurred. The Owner has procured the required authorizations from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. The Contractor is fully responsible for compliance with these authorizations. A copy of these authorizations will be available from the Engineer.

1.10 SUBCONTRACTORS: All Subcontractors are subject to approval by the Engineer and Village of North Palm Beach.

1.11 COORDINATION: Contractor will be required to participate in any coordination meetings as may be required. Contractor is required to coordinate scheduling, access, staging, storage, and safety with the Engineer. Prior to start of work, a pre-construction conference shall be held on-site between the Village of North Palm Beach (of their designated representative), the Engineer, the Contractor, and all retained Subcontractors.

1.12 PROJECT CONDITIONS:

A. The work consists of the partial demolition and offsite disposal of an existing bulkhead at an existing public park and the construction of a concrete panel replacement bulkhead.

B. The work is to construct a facility for exposure to salt-laden atmosphere and direct exposure to salt water. At all times the Contractor shall exercise caution to utilize construction procedures and materials to minimize the effects of long-term corrosion.

C. The project is located within a public park. The Contractor may not block access to or store any materials more than 60 feet landward of the bulkhead

D. The Contractor shall block off access to the immediate construction area with barricades, as coordinated with the Village of North Palm Beach and Engineer.

E. The Contractor shall utilize areas to be designated by the Village of North Palm Beach which are landward of the bulkhead for equipment, material, and personnel access. Access is also available from the water. All reasonable precautions shall be taken to prevent damage to any existing structures, features, or environmental resources on the property and adjacent properties. The Contractor shall take precautions to minimize damage to existing vegetation other than in these designated areas. No impacts to seagrass are authorized except as fully permitted, and the Contractor is responsible for unauthorized damages to seagrass, and any enforcement and/or compliance therefrom.

1.13 PROSECUTION OF THE WORK:

A. The Contractor shall submit his construction schedule to the Village of North Palm Beach and Engineer.

B. The Contractor shall give the Village of North Palm Beach and Engineer 24-hours notice prior to beginning any new phase of construction.

1.14 QUALITY CONTROL: The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.15 VIBRATION MONITORING: The Village of North Palm Beach may employ a Soils Engineer with vibration measuring equipment to monitor impacts on adjacent structures. The Contractor will be required to cooperate and may be required to modify the installation process including utilization of jetting or trenching to avoid undue vibrations off-site or on-site. The Engineer is not responsible for on-site or off-site damages due to vibrations.

1.16 CLEAN UP: Contractor shall clean up finished surfaces, storage areas and areas contiguous to the work. Contractor shall remove all debris, containers and scrap materials from the project site and dispose of in a legal manner. Contractor shall also touch up and restore any finishes that are damaged prior to final inspection.

SECTION 2A  
EARTHWORK

PART 1 - GENERAL

1.01 CONDITIONS OF THE CONTRACT: Conditions of the Contract, as indexed, apply to this section.

1.02 SCOPE: The work covered under this section consists of excavating, backfilling and filling with suitable material as required, and removing and satisfactorily disposing of unsuitable material. Included in this section is all excavation, backfill and finishing necessary for the construction, preparation and completion of all subgrades, slopes and intersections, all in accordance with the required alignment, grade, and sections shown on the plans or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 BACKFILL AND FILL: Backfill and fill shall be non-organic, granular, clean sand, free of debris, cinders, combustibles, roots, sod, wood, cellulose, organic materials, and materials subject to rot or termite attack. The fill shall have less than 10 percent fines (soil particles finer than the U.S. No. 200 sieve), not more than 5 percent organics (by weight), and no particle size greater than 1 inch.

PART 3 - EXECUTION

3.01 EXCAVATION: The Contractor shall perform all excavation necessary to accomplish the construction indicated on the plans. Excavation shall be unclassified regardless of material encountered. All excavated material shall be reused on the project site except as noted. The top 8 inches of soil in the excavation area shall be removed and stockpiled and replaced as topsoil prior to final grading. The Contractor shall do all shoring necessary to perform and protect the excavation and as necessary for the safety of the workers and any existing facilities. Wherever excavations are made below the grades indicated on the plans, firm material shall be used to restore the area to the proper grade and shall be compacted in accordance with these specifications.

3.02 UNSUITABLE MATERIAL: Where muck, rock, clay or other material within the limits of construction is, in the opinion of the Engineer, unsuitable in its original position, the Contractor shall excavate such material and backfill the excavated area with suitable material, which shall be compacted and shaped to conform to the required section.

3.03 BACKFILL AND FILL: All backfill and fill material shall be clean and free of lumber, trash, rocks, or other debris. It shall be thoroughly compacted in layers not to exceed six inches. Prior to placing backfill, the areas upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature, such as sheeting and bracing, unless directed by the Engineer to be left in place. Any sheeting and bracing allowed to be left in place shall be cut off a minimum of three inches below finished grade.

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3.04 FINISHING: This shall consist of the preparation, trimming and shaping to the lines and grades shown on the drawings, of all affected areas outside the paved areas in such a manner to receive grassing, sod, or planting without additional work.

3.05 COMPACTION: Areas to be compacted shall be moistened near the soil optimum moisture content, if necessary, and compacted in order to obtain the desired density. Backfill shall be placed in no more than 6-inch loose lifts, and compacted with hand operated vibratory compaction plates, or tamped, to at least 95% of standard Proctor maximum dry density. Heavy vibratory equipment (such as motorized vibratory smooth drum rollers) may not be used at the project site.

In-place density tests may be made by an approved testing laboratory representative in accordance with AASHTO T-191 or T-238. Test locations are to be selected by the Engineer. The cost of testing, and retesting of failing areas, shall be paid by the Contractor. Test reports shall be submitted to the Engineer in triplicate. Additional special tests may be ordered by the Engineer if there is a question as to compliance with the contract documents, and shall be paid for by the Contractor. If the work is in compliance with the contract documents, the Owner or General Contractor will reimburse the Contractor for the additional special tests.

The Owner or General Contractor may employ a Soils Engineer with vibration measuring equipment to monitor impacts on the nearest adjacent structures throughout the compaction process. The Contractor will be required to cooperate and may be required to modify the backfill compaction process including utilization of water for compaction to avoid undue vibrations off-site, or on-site.

SECTION 3A  
DEMOLITION AND BULKHEAD CONSTRUCTION

PART 1 - GENERAL

1.01 CONDITIONS OF THE CONTRACT: Conditions of the Contract, as indexed, apply to this section.

1.02 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances and materials in performing all operations in connection with the construction of the bulkhead, tieback system, cap, miscellaneous metal and hardware.

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The construction of the bulkhead under this contract shall be in strict accordance with the applicable provisions of the following codes, standards and specifications:

- A. American Association of State Highway and Transportation Officials (AASHTO).
- B. Florida Department of Transportation (DOT Standard Specifications for Road and Bridge Construction, latest edition).
- C. American Society for Testing and Materials (ASTM).
- D. American Concrete Institute (ACI) Building Code Requirements for Structural Concrete (ACI 318-14)

PART 2 - PRODUCTS

2.01 CONCRETE: Minimum cylinder compressive strength at 28 days shall be 5,500 psi for the bulkhead cap, anchor slab, and all cast-in-place or precast concrete unless otherwise noted. All concrete shall conform to the requirements of Section 4A of these specifications.

2.02 STRUCTURAL FILL: Structural fill shall meet the FDOT Standard Specifications for Road and Bridge Construction (latest edition), Section 121. The Contractor shall submit the structural fill mix design for review by the Engineer.

2.03 STRUCTURAL STEEL:

B. Welding rods and welding procedure shall conform to AWS Code D1.1 or AISC S320.

C. Fabrication shall be in accordance with the applicable provisions of AISC S320.

D. Materials shall be handled, shipped and stored in a manner that will prevent distortion or other damage. Material shall be stored in a clean, properly drained location out of contact with the ground. All damaged material shall be replaced or repaired in an approved manner by and at the expense of the Contractor.

2.04 HARDWARE: All hardware shall be 316 stainless steel unless otherwise specified.

2.05 PRESTRESSED KING PILES: Prestressed king piles shall be constructed as detailed in

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FDOT Index Sheet 455-014 and in accordance with Section 450 of the FDOT Standard Specifications for Road and Bridge Construction. The plant fabricating the piles shall have a quality control program which is currently certified by FDOT.

2.06 CONCRETE SHEET PANELS: Concrete wall panels shall be precast units, constructed as detailed on the plans. Precast concrete shall conform to the requirements of Sections 4A. All reinforcing steel shall be placed as detailed on the plans, and shall conform to the requirements of Sections 4A.

2.07 CONCRETE DEADMAN ANCHORS: Concrete deadman anchors shall be precast either onsite or offsite. Concrete shall conform to the requirements of Sections 4A. All reinforcing steel shall be placed as detailed on the plans, and shall conform to the requirements of Sections 4A.

2.08 TIE-BACK RODS, NUTS, AND COUPLERS: Tie-back rods shall conform to the requirements of Grade 75 (ASTM A 615) Bar. The tie-back rods, nuts, and couplers shall be galvanized in accordance with ASTM A153, if possible. Regardless of the galvanizing coating thickness specified, it is the Contractor's responsibility to ensure the nuts and couplers properly thread onto the tie-back rods. If a coating thickness less than the specified value in ASTM A153 is required, Contractor shall notify Engineer and request an alternate coating thickness for approval.

2.09 BEARING PLATES AND WASHERS: Bearing plates shall conform to the requirements of Grade 75 Bar (ASTM A 572). Hardened washers shall conform to the requirements of ASTM F 436 and beveled washers shall conform the requirements of ASTM F 436/A 536, 80-55-06. Bearing plates and washers shall be hot dip galvanized to the minimum specifications of ASTM A123.

### PART 3 - EXECUTION

3.01 DEMOLITION: In coordination with the Village of North Palm Beach, the existing concrete sidewalk landward of the existing bulkhead shall be demolished as necessary and disposed of offsite. The limits of sidewalk demolition shall be coordinated with and approved by the Village of North Palm Beach and Engineer prior to proceeding. The existing bulkhead cap and bulkhead shall be demolished as necessary with all debris disposed of offsite. Care shall be taken to limit the spreading of debris into the submerged area fronting the subject property and adjacent properties. All debris shall be removed from the upland property, neighboring properties, and the submerged area immediately fronting the subject and neighboring properties. Debris shall be transported offsite and disposed of in an appropriate inland disposal area in accordance with all applicable federal, state, and local laws. Care shall also be taken to not damage any existing structures on the subject and adjacent properties. The Marine Contractor shall repair and/or replace damaged structures which were not approved to be demolished at no additional cost to the Village of North Palm Beach.

3.02 PRESTRESSED CONCRETE KING PILES: King piles shall be carefully located as shown on the drawings and installed in a plumb position, such that they maintain contact with the concrete sheets along the entire length of the sheet. Piles shall be installed with a variation of not more than

## PRELIMINARY - FOR BID PURPOSES ONLY – NOT FOR CONSTRUCTION

1/8 inch per foot of pile length from the vertical. The Contractor shall drive all piles as true to line as practicable and shall provide suitable temporary wales or guide structures to ensure that the piles are driven in correct alignment. All piles shall be driven to the depths and shall extend to the elevations indicated on the plans. A tolerance of one inch above or below the indicated top elevation will be permitted. A location tolerance of one half inch each way in the direction parallel to the length of the bulkhead only will be permitted. Cutoffs will generally not be permitted, and require prior written authorization from the Engineer. King piles may be pre-augered and then jetted to 3 feet (min.) of grade and then driven to grade.

The Contractor may be required to pull certain selected piles after driving for test and inspection, to determine the conditions of the piles. Any pile so pulled and found to be damaged to such extent as would impair its usefulness in the structure shall be removed from the work and the Contractor shall furnish and drive a new pile to replace the damaged pile. When a pulled pile is found to be sound and in satisfactory condition, it shall be redriven at the Owner's expense.

**3.03 CONCRETE SHEET PANELS:** Concrete panels shall be carefully located as shown on the drawings and placed in a plumb position, so as to form a continuous diaphragm throughout the length of the wall when the joint seals are installed, and such that they maintain contact with the concrete sheets and king piles along the entire length of the sheet. The Contractor shall place all panels as true to line as practicable and shall provide suitable temporary wales or guide structures to ensure that the panels are installed in correct alignment. All panels shall be set to the depths shown on the drawings and shall extend to the elevations indicated for the tops of panels. A tolerance of one inch above or below the indicated top elevation will be permitted. A location tolerance of one-half inch each way, measured relative to the center of the king pile, in a direction parallel to the bulkhead length only, will be permitted. Horizontal cutoffs (decreasing the vertical length of the sheet) will generally not be permitted, and require prior written authorization from the Engineer.

The Contractor will not be permitted to trench or make any hole below the existing bottom on the waterward side of the bulkhead other than as necessary for removal of rubble, for the purpose of setting piles. Sheet panels may be jetted, punched, or driven to grade.

The Contractor shall be responsible for laying out the bulkhead line, and casting special units to assure that the correct lengths of bulkhead are constructed. All joints between sheet piles shall be supported with a king pile or two king piles as indicated on the drawings, including all corners.

**3.04 TIE-BACK RODS:** Unless otherwise shown, tie-back rods shall be placed perpendicular in plan view to the bulkhead. The tie-backs shall be deadman type or bulkhead cap-to-cap system. Tie-back rod spacing or angle may be adjusted with the Engineer's approval to avoid encountered obstacles. The spacing and locations are indicated on the plans. The tie-back rods (and couplings) shall be continuously sleeved with PVC (Schedule 80). After tensioning is completed, the nut and washer at the deadmen shall be encapsulated in grout or approved alternative for corrosion protection.

**3.05 CONCRETE ANCHOR SLAB:** The elevation of the bottom of the concrete anchor slab shall be between one inch above and two inches below the elevation noted on the plans. The steel anchor rods shall be sleeved with schedule 80 PVC pipe from the waterward side of the anchor

PRELIMINARY - FOR BID PURPOSES ONLY – NOT FOR CONSTRUCTION

slab continuously to the back of the bulkhead cap. The waterward and landward ends of the PVC sleeve pipe can be embedded into the bulkhead cap and anchor slab, respectively. The nut on the waterward end of the anchor rod shall be tensioned after flowable fill placement and prior to concrete placement for the bulkhead cap.

3.06 CONCRETE: Cap and miscellaneous Concrete: Shall be constructed as detailed and shown on the plans and in these specifications. Forms must be used for the back, front, and front (waterside) bottom. Front forms may be metal or BBOES “Plyform” or equivalent plywood.

3.07 BACKFILL: The bulkhead shall be backfilled in accordance with Section 2A of these specifications, including placing in lifts and compacting, except that no heavy equipment shall be operated within 10 feet of the bulkhead and no backfill shall be pushed against the bulkhead. Prior to pouring of the bulkhead cap, the soil landward of the bulkhead shall be graded such that it is not higher than the top of the cap within five (5) feet landward of the bulkhead.

3.08 VIBRATIONS AND VIBRATION MONITORING: Vibrations may be monitored in the vicinity of existing structures by a Soils Engineer employed by the Owner. Vibrations shall not exceed an Amplitude-Frequency combination as determined by the USBM/OSM Plot that relates vibration amplitude and frequency with threshold damage potential for residential structures. If a vibratory hammer, diesel hammer, or drop hammer is used, it must be adjusted such that vibrations do not exceed this limit. If this limit cannot be observed with these types of hammers, the Contractor must utilize methods including jetting with a water jet, and pressing on the piles with heavy equipment. If, in the opinion of the Engineer, driving piles in a particular area poses a threat to an existing structure, the Contractor shall cease pile driving operations in that area, and trench down to the depth prescribed by the Engineer prior to further pile driving in that area. Other precautions may be prescribed as well.

3.09 SHORING: Contractor is responsible for shoring of bulkhead components at all times prior to pouring of the cap, prior to the cap concrete setting to the required strength, and during any dewatering or heavy equipment operations in the vicinity of the bulkhead, so that the wall and all components are maintained in the correct alignment without excessive loading.

3.10 HEAVY EQUIPMENT: Heavy equipment may not be operated within 10 feet of bulkheads.

SECTION 4A  
CONCRETE

PART 1 - GENERAL

1.01 SCOPE: The work shall consist of furnishing all materials and equipment and performing the necessary labor to do all concrete work shown on the drawings or incidental to the proper execution of the work specified for the bulkhead replacement (including the concrete cap and bulkhead panels).

1.02 GENERAL SPECIFICATIONS:

- A. American Concrete Institute (ACI).
- B. Concrete Reinforcing Steel Institute (CRSI).
- C. Portland Cement Association (PCA).
- D. American Society for Testing and Materials (ASTM).
- E. Florida Department of Transportation (DOT Standard Specifications for Road and Bridge Construction, Latest Edition).

1.03 TESTS AND INSPECTIONS:

A. Testing Agency: A professional, independent testing laboratory, approved by the Engineer, shall perform all testing and inspection procedures specified.

B. Payment: The Contractor shall bear all costs of sampling and testing of concrete cylinders, as noted herein. Additional special tests may be ordered by the Engineer if there is a question as to compliance with the contract documents.

C. Reports: Execute immediately after completion of each procedure or inspection and forward promptly to the Engineer a digital copy (via email) of each report.

D. Molded Concrete Compression Cylinders: One set of four cylinders each sampling for each day's placement of each mix design, or each 50 cubic yards of each mix design, whichever occurs first. Sample according to ASTM C-172, process and cure according to ASTM C-31, and prepare and test according to ASTM C-39. Test one cylinder at age three days or seven days, as required by job conditions, and two cylinders for one valid test at 28 days. Fourth cylinder is to be cured and held for testing at 42 days if 28-day test indicates deficient results, or as a spare in case of cylinder damage.

1.04 FAULTY MATERIALS OR WORKMANSHIP: Materials and workmanship not complying with these specifications or as shown on the drawings shall be replaced or repaired, at the Contractor's expense, to the satisfaction of the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Concrete: Ready-mixed concrete shall be used. Concrete shall meet the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) requirements for Class IV concrete (5,500 psi compressive strength), using Type II or Type II (MH) Portland cement, a maximum water/cement ratio of 0.40, and utilize slag as secondary cementitious material at 50% of total cementitious material by weight). The Marine Contractor shall submit the concrete mix design for review by the Engineer.
- B. Structural Fill: Structural fill shall meet the FDOT Standard Specifications for Road and Bridge Construction (latest edition), Section 121. The Contractor shall submit the structural fill mix design for review by the Engineer.
- C. Reinforcement:
  - 1. Bulkhead Cap, Bulkhead Panels, Conc. Deadman, and Gravity Return Wall: Reinforcement shall be ASTM A-615, Grade 60 and zinc-coated (Galvanized) per ASTM A767/A767M.
  - 2. All dimensions pertaining to location of reinforcing are to centerline of bars except where the clear dimension is shown to face of concrete.
  - 3. Reinforcement detail dimensions are out-to-out of bars.
  - 4. All tie wire used in placing steel reinforcement shall be zinc-coated (Galvanized).
  - 5. Reinforcement embedded into existing concrete shall use epoxy bonding material which meets the requirements of Section 937 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) and are included on the FDOT Qualified Products List (QPL).
- D. Cement Grout: Mix one volume Portland cement, 2-1/2 volumes fine aggregate and sufficient water for the mixture to flow under its own weight.

2.02 FORMS:

- A. In accordance with the General Specifications.
- B. All snap ties used for forming shall be stainless steel (304 or 316). Form ties shall be of a design such that when forms are removed no metal shall be within two inches of the finished surface. Holes remaining from withdrawn tie rods or bolts shall be filled solid with BASF MasterEmaco<sup>®</sup> N 425, or approved equal, non-sag concrete repair mortar.

## PART 3 - EXECUTION

### 3.01 MINIMUM CONCRETE COVER:

Cover for reinforcing steel shown for the new bulkhead shall meet the following minimum clearance based on placement and fabrication tolerances shown below:

Cap: 3-1/2 inches at bottom, face, and top, and 3 inches on back (landward side) unless otherwise specified in construction plans.

Wall Panels: As specified in the plans.

Concrete Anchor Slab: As specified on the plans.

Gravity Wall: As specified on the DOT Index Sheet.

For placement tolerances see General Specifications.

For Fabrication Tolerances see CRSI Manual of Standard Practice.

### 3.02 REBAR/THREADED BAR EMBEDMENT INTO EXISTING CONCRETE:

Contractor shall pre-drill existing concrete in accordance with epoxy bonding material manufacturer specifications. Drilled holes shall be clean and free of dust or debris prior to placement of the bonding material.

### 3.03 PLACING:

A. In accordance with the General Specifications.

B. Measure, batch, mix, deliver, and provide delivery tickets for each batch of concrete in accordance with ASTM C94. Do not add water to concrete during delivery or during placement. Water is permitted to be added to a batch of concrete at the project site before placement of the batch begins, with the approval of the Engineer or his delegate, provided that the amount of water added does not exceed the allowed amount indicated on the delivery ticket.

C. Construction joints shall be made only at locations indicated on the plans or as approved by the Engineer, and in such manner as not to impair the strength, water tightness, or appearance of the structure.

### 3.04 FINISHING:

A. In accordance with the General Specifications.

B. All exposed surfaces which show board marks, joint marks, or other irregularities after the forms are removed shall, at the discretion of the Engineer, be rubbed with carborundum brick, filled or otherwise dressed to produce a smooth, true surface.

C. All top surfaces which are not covered by forms and which are not to be covered by

## PRELIMINARY - FOR BID PURPOSES ONLY – NOT FOR CONSTRUCTION

additional concrete or backfill shall be carried slightly above grade and struck off by board finish. No special concrete or cement mortar topping course shall be used for finish unless shown on the drawings. Unless otherwise specified, the surface shall be floated to a true, regular surface with a float and shall be steel troweled to a smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All floor surfaces (including the top surface of the seawall cap) shall immediately after troweling be brushed with a janitor's pushbroom to produce a nonslip surface. The brushing shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

### 3.05 CURING:

A. In accordance with the General Specifications.

B. Immediately after placement, continuously keep concrete in moist condition, maintain specified concrete temperatures, and protect concrete from mechanical injury for the duration of the initial and final curing periods.

C. Cure the concrete as follows:

1. Unformed surfaces - Apply one of the curing procedures listed in Sections 2 through 7 of ACI 308.1. If one of the curing procedures is used initially, it may be replaced by one of the other procedures after the concrete is 1 day old, provided that the concrete surface is not permitted to become dry at any time.

2. Formed surfaces -- Keep absorbent wood forms wet until they are removed. After form removal, cure the concrete by one of the procedures listed in Sections 2 through 7 of ACI 308.1 for the remainder of the curing period.

3. Curing period - When testing is not performed to determine the curing period, cure concrete for at least 7 days provided that the concrete surface temperature is at least 55°F. When strength basis testing is performed to determine the curing period, maintain curing procedures until test results meet or exceed requirements.

### 3.06 EMBEDDED ITEMS:

A. In addition to steel reinforcement, pipes and other objects may be shown on the plans or ordered to be built into, or set in, or attached to the concrete. All necessary precautions shall be taken to prevent these objects from being displaced, broken or deformed. Before concrete is placed, care shall be taken to determine that any embedded PVC or wood parts are firmly and securely fastened in place as indicated. They shall be thoroughly clean and free of paint or other coating, rust, scale, oil or any foreign matter. The embedding of wood in concrete shall be avoided whenever possible, PVC or salt corrosion resistant stainless steel being used instead. The concrete shall be packed tightly around the pipes and other metal work to prevent leakage and to secure perfect adhesion.

B. Concrete pouring operations shall not begin until the reinforcing steel, utilities, anchor

PRELIMINARY - FOR BID PURPOSES ONLY – NOT FOR CONSTRUCTION

bolts, etc. to be embedded in concrete have been approved by the Engineer.

3.07 REINFORCING STEEL:

A. In accordance with the General Specifications.

3.08 CLEANUP: In accordance with the GENERAL REQUIREMENTS.



December 7, 2017

**VIA EMAIL (kjackson@engenuitygroup.com)**

Engenuity Group, Inc.  
1280 North Congress Avenue, Suite 101  
West Palm Beach, FL 33409

Attn: Keith B. Jackson, P.E., Vice President

Re: Post-Hurricane Irma Shoreline Assessment and Recommendations  
Village of North Palm Beach Lakeside Park, Lake Worth and Canal Frontage  
North Palm Beach, Palm Beach County, Florida

Ladies and Gentlemen:

Pursuant to your request, we conducted a cursory visual observation of the shoreline at the referenced property on November 3, 2017. In this letter report, we will describe the conditions observed and make recommendations pertaining thereto. It is beyond the scope of this report to evaluate safety considerations arising from various uses of the shoreline. We note the following:

From the northeast corner of Lakeside Park, the shoreline extends southerly approximately 1,217 feet along the west side of Lake Worth to the southeast corner of the park. From the southeast corner, the shoreline extends approximately 171 feet westerly along the north side of a man-made canal. An aerial photograph of the park is attached as Exhibit 1.

**Description of Existing Shoreline:**

The northernmost approximately 45 feet of the park shoreline is protected by a seawall (the north seawall), which returns to the west approximately 37 feet from the southeast corner of this seawall. The exposed height of the wall ranges from approximately 4.4 feet at the north end to approximately 0.6 feet at the west end of the return. The wall is a concrete seawall, with pre-cast T-Piles, pre-cast concrete panels, and a poured in place concrete cap. The cap is approximately 1.5 feet in width and 1.0 feet in height. Along the north/south portion, the cap is cracked longitudinally along its length, and there are diagonal cracks in the panels and chips in the T-piles. There are also depressions in the soil behind the wall from what appears to be leakage through the joints. The east/west return wall is in similar condition. The cracking in the east/west portion is not as bad as in the north/south portion, but part of the cap is spalled off at the bottom (spalling is the cracking or in this case chipping of concrete resulting from the

corrosion and corresponding expansion of embedded steel reinforcement). There do not appear to have been any newer replacement anchor rods installed along this wall.

At the southeast corner of the north seawall, a rock groin (the north groin) extends approximately 47 feet waterward. The groin ranges from approximately 15 feet to 20 feet wide and is constructed of unconsolidated boulders. The top of the groin at the seawall is approximately even with the bottom of the seawall cap, and the top of the groin extends approximately 2 feet above and roughly follows (or establishes) the slope of the beach going waterward. The groin ends at (or establishes) the approximate mean low water line.

For a distance of approximately 500 feet south from the southeast corner of the north seawall, the shoreline of the park is unarmored. This area contains several large sea grape trees along the shoreline, which were moderately to severely undermined by the erosion event resulting from Hurricane Irma (Irma).

For the next approximately 600 feet southward, the shoreline of the park is composed of a formerly restored dune, vegetated with sea oats and other salt tolerant, low growing vegetation. This area was also eroded from Irma, thereby exposing some of the broken concrete and other construction debris which was covered over by a restored dune in 1993/1994. While this erosion primarily resulted from wave action combined with higher than normal water elevations in Lake Worth resulting from Irma, there is an area approximately 415 feet north of the south end of this section of shoreline, which has been washed out from runoff of water from the land side. There are also two separate sets of wood stairs (dune walkovers) in this section. These walkovers have been slightly undermined by erosion from Irma, but remain standing.

South of this section of the shoreline, at the south end of the park, is another seawall (the south seawall). The south seawall has a north/south section along the shoreline of Lake Worth which is approximately 48 feet long. At the north end, it returns to the west approximately 37 feet, and at the south end, it runs west approximately 171 feet along the north side of a man-made canal to the west property line of the park.

The exposed height of this wall ranges from approximately 2 feet at the west end of the northern east/west section, to approximately 9.4 feet at the southeast corner. The wall is a concrete seawall, with pre-cast T-Piles, pre-cast concrete panels, and a poured in place concrete cap. The cap is approximately 1.5 feet in width and 1.0 feet in height along most of its length. A larger replacement cap has been installed along the eastern approximately 82 feet of the southern east/west section, wrapping around the southeast corner and extending approximately 12 feet north. This replacement cap measures approximately 3.1 feet in width and 1.3 feet in height. Along the southern east/west section, rock rip-rap has been placed along the toe of the wall. The rock is largely scattered, and appears to taper in toward the wall at the east and west ends. There is an apparent small gap in the rock approximately 50 feet from the west end. There are anchor rod ends extending out from the face of the T-piles which appear to be replacement anchors. The exposed ends (nuts and washers) have been grouted over, but are exposed by spalling of the grout in most locations and are heavily corroded.

Along the westernmost 89 feet of the southern east/west section, the cap is cracked and spalled, both longitudinally and transversely, the T-piles are chipped and previously grouted, and there are depressions in the soil behind the wall, correlated to the T-pile joint locations. The wall is slightly bowed out at the top in this section, with the bowed portion centered approximately 63 feet from the west end.

Along the easternmost 82 feet of the southern east/west section, the wall is in similar condition except that the cap has been replaced with the wider, deeper cap as noted above. This cap has transverse cracking, especially at the T-pile locations, as well as longitudinal cracking (believed to be from spalling) on the waterward face. There also appear to be larger soil depressions behind this section, with some correlation to the joints. It is possible that there is some piping of soil under the panels in this location, given the slight increase in exposed height from the west end (approximately 8.6' exposed height) to the east end (approximately 9.4' exposed height).

At the southeast corner, there are two 12-inch square prestressed batter pilings, one on the south side of the corner and one on the east. These were poured into the wider replacement cap.

Along the north/south section, which totals approximately 48 feet in length, the south 12 feet is the continuation of the wider cap, and the north approximately 36 feet is the older, smaller cap. The wall in this section is in very poor condition. The panels are cracked vertically and diagonally. The T-piles are cracked and badly chipped. The wall has moved horizontally such that it is no longer straight, and there is a continuous depression of the soil landward of the wall. The southern newer cap section is cracked and spalled. The northern older cap section is badly cracked and chipped from spalling and moving.

At the northeast corner of the south seawall, a rock groin (the south groin) extends approximately 44 feet waterward. The groin ranges from approximately 10 feet wide (along the waterward section) to over 30 feet wide (near the seawall) and is constructed of unconsolidated boulders. The top of the groin at the seawall is approximately even with the bottom of the seawall cap, and then slopes down at a slope of approximately 2 horizontal to 1 vertical to approximately just above the mean low water elevation, and extends out approximately level from there to the waterward end.

The northern east/west section of the south seawall totals approximately 37 feet in length. This section is in poor condition, with cracking and chipping from spalling, and some movement of the cap (relative to adjacent sections of the cap, resulting in an offset). There are soil depressions behind the wall, and soil has washed out around the west end of the wall. Large boulders and concrete debris are stacked in front of the wall at the west end, and the sand beach extends westward approximately 28 feet in a curved (in plan view) configuration.

Please see the attached photo exhibit. Most of the features described above are shown and briefly described by caption.

### **Recommendations:**

The north seawall is nearing the end of its useful life. We believe it dates to the early 1960s, and as such is likely over 50 years old. The T-piles, panels, and cap have all deteriorated. We did not dig down and inspect the anchor rods as part of this work, but are concerned based on our experience that they may be severely corroded as well, at least in the zone immediately behind the wall where salt water normally intrudes. While we believe that ideally the wall should be replaced, the wall has a relatively low exposed height for this type of wall, and as such, may not be structurally critical. At the same time, we do not know the length and corresponding penetration into the ground of the T-piles and panels, and this should be investigated further if the wall is not to be replaced. We do recommend that the leaking of soil be addressed in any case. Short of replacing the wall, this could be addressed by installation of filter fabric on the landward side of the wall. This would require excavation, and as such, would likely require the removal of the existing sea grapes and cabbage palm just landward of the wall. It could also be addressed by installation of interlocking sheet piling just landward of the wall. However, this would require some provision for any remaining anchor rods, and still may require removal of the trees. Sealing of the wall with landward interlocking sheet piling, or even backfilling to the top of the cap, would result in increased soil and hydrostatic pressure on the wall, and could create a problem unless new anchors are installed. Finally, it is possible that interlocking sheet piling could be placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption.

Along the approximately 500 feet of shoreline adjacent south of the north seawall, the sand has recruited naturally to near its pre-Irma elevation. Comparison of our observations and photos from November 3, 2017 to our observations and photos of December 5, 2017 demonstrates some of the natural recovery which has occurred to date. Please see the comparison photos at the end of the attached photo exhibit. Given the above, we believe that no further action is required at this time in this area of the shoreline.

Along the southern approximately 600 feet of beach area, while there has been some natural recovery of the beach up to near the toe of the dune, the elevation to which the recovery can take place is limited, and the face of the dune remains scarped with exposed concrete debris. We recommend that the areas where the old buried rubble has been exposed be re-covered with sand and revegetated. The sand could be obtained by truck haul from a mine with good quality sand, from a dedicated dredging project, or from dredging by others. Quite often, when dredging is done for navigation, the contractor is searching for a convenient place to offload spoil. Obviously, it would have to be beach quality sand. Please note as referenced above that this same area was covered with sand and revegetated as part of a 1993/1994 Village of North Palm Beach project. We recommend filling to the same template, and revegetating with sea oats. Please see a copy of the plans for that project attached. In that case, the sand was obtained from dredging of the Intracoastal Waterway just south of the U.S. 1 Parker Bridge. The two groins in the park were installed as part of the same project.

The south seawall is in poor condition. It simply has so many deficiencies that repair is not

feasible. The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time, especially during a severe rain event or during a sudden recession of the water level in the lake (such as from waves or a drop from an unusually high tide to a relatively low tide). The most likely failure, in our opinion, would be failure of the anchor rod just behind the wall or failure of the anchor connection to the wall. The wall could also fail by toe kick-out, in shear or bending, or by panels pushing through or breaking out of the king-pile flanges.

We believe that two options should be considered. The first option is replacement of the wall. The second option is installation of interlocking sheet piling on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption. However, even if this option is found to be feasible, it would be limited to the northern east/west section and the north/south section. This is because utilization of this methodology on the canal side could overly hydraulically constrict the mouth of the canal, in our opinion.

Finally, in regard to the groins, we believe that they very closely match the as-designed and as-built condition. Given that and the fact that they appear to have been effective to some degree in stabilizing the beach, we do not believe that the groins require any action at this time.

#### **Environmental Permitting Considerations:**

In regard to the recommended actions provided above, we believe that they are all likely to be permitted by the state and federal permitting agencies. Specifically in regard to each recommendation, we provide the following:

In regard to the north seawall, if it is to be replaced within 18 inches waterward of its existing location, it would qualify for an exemption from state permitting, and as such, would likely receive a State Programmatic General Permit (SPGP), which is the federal (U.S. Army Corps of Engineers) authorization as delegated to the Florida Department of Environmental Protection (DEP). It is possible that on the north/south section, a Letter of Consent would be required from DEP for extending onto Sovereignty Submerged Land.

If no action is taken on the north seawall except to install filter fabric or sheet piling on the landward side of the wall, even with temporary excavation to do so, no state or federal permitting would be required. If interlocking sheet piling is placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets, we believe that this would likely require a General Permit or an individual permit from DEP (depending on the width of the rip-rap), and a Letter of Permission (similar to an individual permit) from the Corps of Engineers.

In regard to the southern approximately 600 feet of beach, if sand is placed and spread with revegetation, we believe that this would be authorized by DEP as a confirmation of exemption or even a determination of no jurisdiction. We believe that the federal authorization would be by determination of no jurisdiction, SPGP, or Nationwide Permit (an abbreviated authorization

compared to a Letter of Permission). In any case, the sand should be kept landward of the mean high water line.

Finally, in regard to the south seawall, if it is to be replaced within 18 inches waterward of its existing location, it would qualify for an exemption from state permitting, and as such, would likely receive an SPGP as the federal authorization. Again, it is possible that on the north/south section, a Letter of Consent would be required from DEP for extending onto Sovereignty Submerged Land (actually more likely here than on the north seawall because of the location of the mean high water line). If on the northern east/west section or the north/south section, interlocking sheet piling is placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets, we believe that this would likely require a General Permit or an individual permit from DEP (depending on the width of the rip-rap), and a Letter of Permission from the Corps of Engineers. The north/south section would likely require a Letter of Consent from DEP for extending onto Sovereignty Submerged Land.

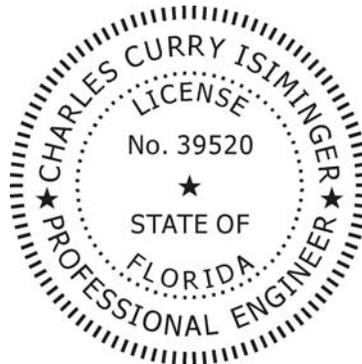
We trust this has been helpful. Please call if you have questions. Thank you.

Sincerely,

ISIMINGER & STUBBS ENGINEERING, INC.  
Certificate of Authorization No. 8114



Charles C. Isiminger, P.E.  
License No. 39520



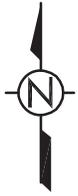
17115.CLT.01

Attachments:

- Exhibit 1
- Photo Exhibit
- 1993 Plans

This item has been electronically signed and sealed by Charles Curry Isiminger, P.E. on 12/07/2017 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



0 100 200

SCALE IN FEET  
1"=200'

SUBJECT PROPERTY

## Lakeside Park Photo Exhibit



North Seawall: North/Seawall Section (Spalling of Cap, T-Pile, and Panels)



North Seawall: North/South Section (Soil Loss Behind Wall)

## Lakeside Park Photo Exhibit



North Seawall: North/South Section (Spalling of Cap, T-Pile, and Panels)



North Seawall: East/West Section (Spalling of Cap and T-Pile)

## Lakeside Park Photo Exhibit



North Groin Looking South



North Groin Looking Southeast

## Lakeside Park Photo Exhibit



North Groin Looking East



Looking North at North Seawall and Groin

## Lakeside Park Photo Exhibit



Looking South from North End



Erosion on North Beach

## Lakeside Park Photo Exhibit



Erosion Under Sea Grapes on North Beach



Sea Grapes on North Beach

## Lakeside Park Photo Exhibit



Erosion Under Sea Grapes on North Beach



At North End of Dune Looking North

## Lakeside Park Photo Exhibit



At North End of Top of Dune Looking South



At North End of Dune Looking South

## Lakeside Park Photo Exhibit



Small Washout on Dune Viewed from Above



Small Washout on Dune Viewed from Above

## Lakeside Park Photo Exhibit



Eroded Dune at North Walkover Stairs



Eroded Dune at North Walkover Stairs

## Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

## Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

## Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune at South Walkover Stairs

## Lakeside Park Photo Exhibit



Eroded Dune at South Walkover Stairs



Eroded Dune at South Walkover Stairs

## Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

## Lakeside Park Photo Exhibit



Looking South at South Seawall



Looking North from North of South Seawall

## Lakeside Park Photo Exhibit



South Seawall: Northern East/West Section (Rock and Debris at West End)

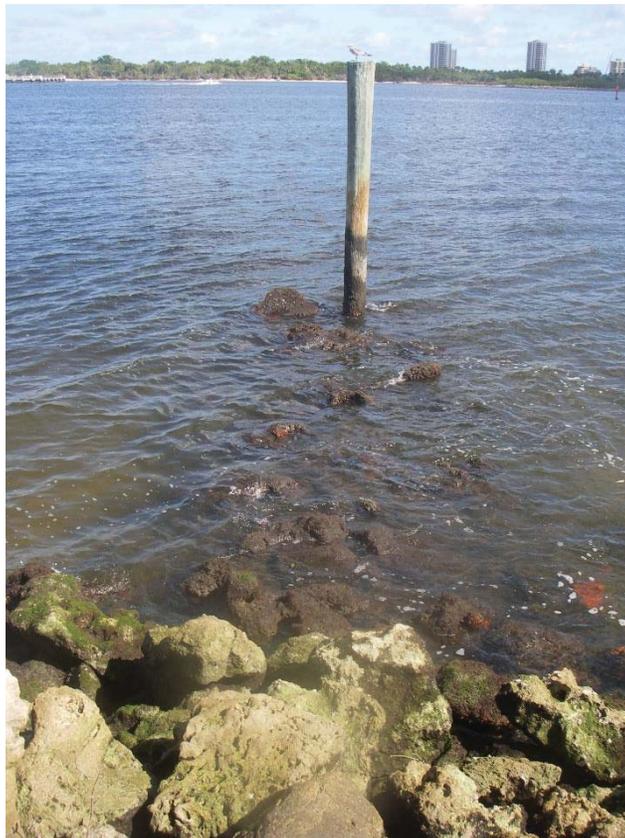


South Seawall: Northern East/West Section (Looking West)

## Lakeside Park Photo Exhibit



South Seawall: Northern East/West Section (Cracking of T-Pile and Cap, Replacement Anchor Rod Exposed End)



South Groin (Looking East)

## Lakeside Park Photo Exhibit



South Seawall: Looking North at South Groin



South Seawall: North/South Section (Looking North)

## Lakeside Park Photo Exhibit



South Seawall: North/South Section (Cracking and Chipping)



South Seawall: North/South Section

## Lakeside Park Photo Exhibit



South Seawall: Southern East/West Section (Longitudinal Cracking on Face of New Wider Cap)



South Seawall: Southern East/West Section (Newer Wider Cap)

## Lakeside Park Photo Exhibit

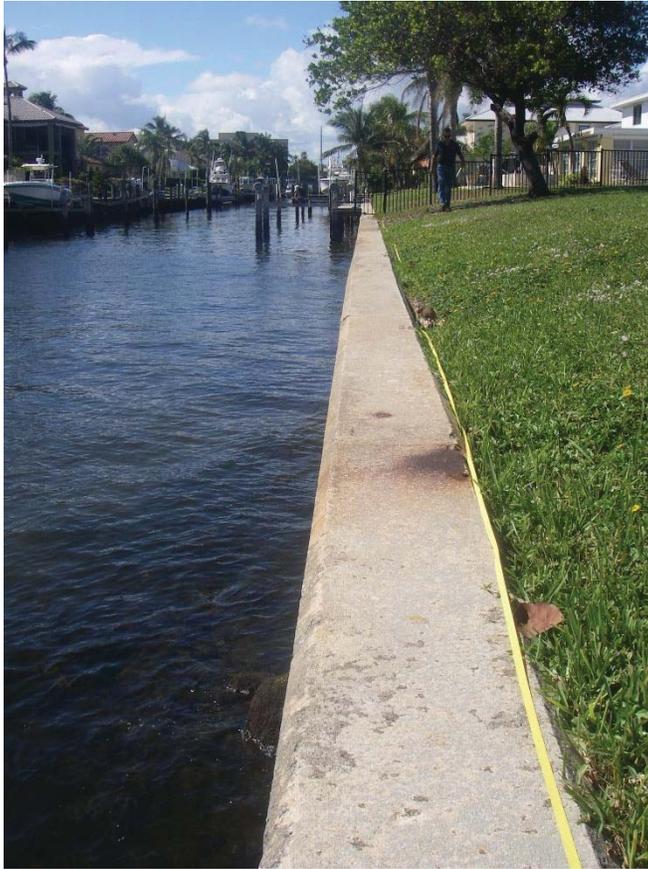


South Seawall: Southern East/West Section (Typical Chipping/Cracking of Seawall Cap)



South Seawall: Southern East/West Section (Replacement Anchor Exposed End)

## Lakeside Park Photo Exhibit



South Seawall: Southern East/West Section Looking West (Showing Slight Bow in Seawall Cap)

# Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017

Looking North at North Beach



12/05/2017

Looking North at North Beach

# Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017  
North Stairs



12/05/2017  
North Stairs

# Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017  
South Stairs



12/05/2017  
South Stairs



**VICINITY MAP**

TAKEN FROM USGS RIVIERA BEACH, FLA QUADRANGLE, PHOTOREVISED 1983

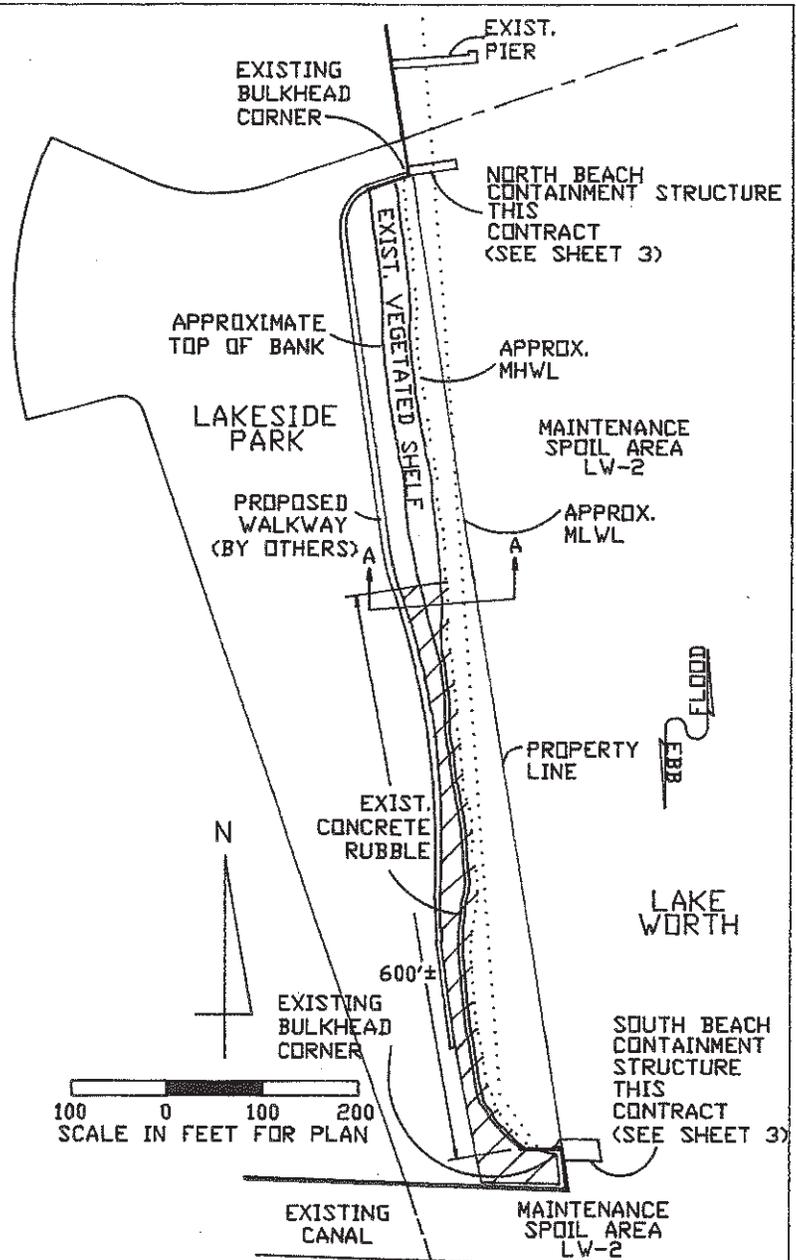
DATE 9/93

GERALD M. WARD, P.E.  
CONSULTING ENGINEER  
COASTAL - ENVIRONMENTAL  
8950J2

P.O. BOX 10441  
RIVIERA BEACH, FL 33419  
407/863-1215  
SHEET 1 OF 3

SHORELINE CONTAINMENT STRUCTURES  
LAKESIDE PARK  
AICWW - LAKE WORTH  
NORTH PALM BEACH, P. B. CO., FL  
FOR: VILLAGE OF NORTH PALM BEACH

DR	GMW
CK	GMW
APP	GMW



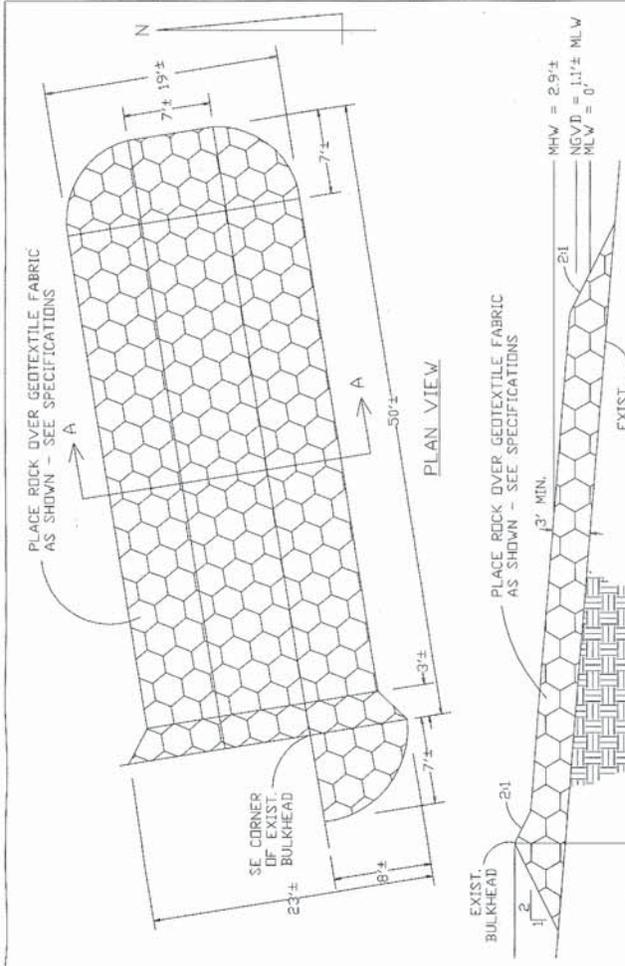
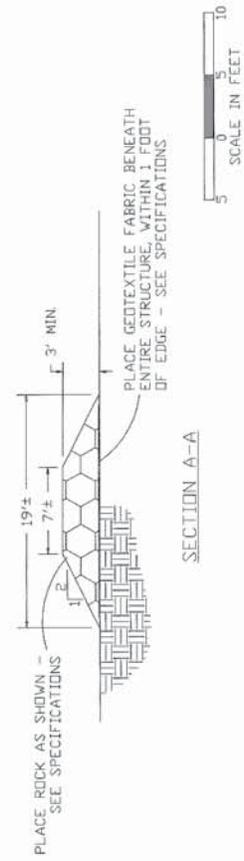
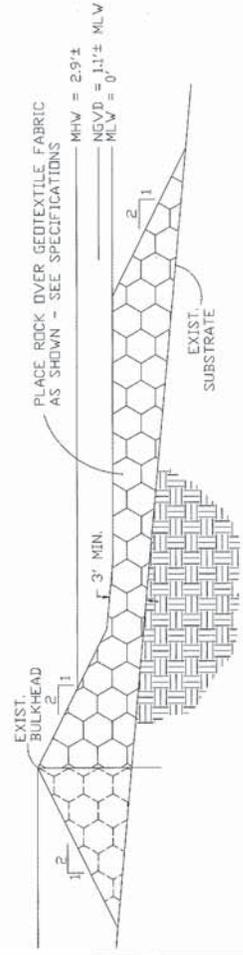
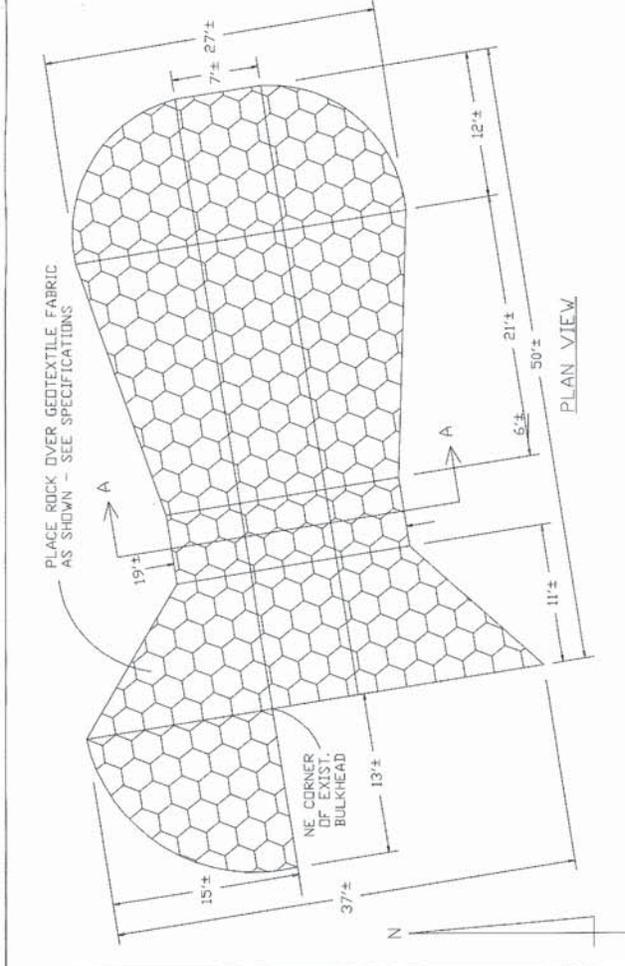
- NOTES:**
1. SEE SHEET 3 FOR DETAILS OF ROCK STRUCTURES.
  2. SEE SPECIFICATIONS FOR CONSTRUCTION ACCESS PROVISIONS AND AREAS TO BE PROTECTED.
  3. DATUM IS MLW = -1.1 FEET NGVD.

- LEGEND:**
- APPROX. LIMITS OF FILL (BY OTHERS)
  - APPROX. MLW & MHW LINES

**PLAN VIEW**

		DR	CCI
REV.	10/93	CK	<i>Gym</i>
DATE	1/92	APP	<i>Gym</i>

GERALD M. WARD, P.E. CONSULTING ENGINEER COASTAL - ENVIRONMENTAL 8950E3	P.O. BOX 10441 RIVIERA BEACH, FL 33419 407/863-1215 SHEET 2 OF 3	SHORELINE CONTAINMENT STRUCTURES LAKESIDE PARK AICWW - LAKE WORTH NORTH PALM BEACH, P. B. CO., FL FOR: VILLAGE OF NORTH PALM BEACH
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LEGEND:

ROCK TO BE PLACED OVER GEOTEXTILE FABRIC - SEE SPECIFICATIONS

EXISTING SUBSTRATE

NOTES:

- SEE SHEET 2 OF 3 FOR OVERALL PLAN VIEW.
- ALL ROCK SLOPES SHALL BE 2 HORIZONTAL TO 1 VERTICAL OR LESS STEEP.
- EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED IN FIELD BY CONTRACTOR.

DESIGN	GWV	DATE	10/93
DRAWN	CCI	SCALE	1" = 10'
CHECKED	SMW	BY	
PROJECT NO.	8950L	DESCRIPTION	
GERALD M. WARD, P.E. - CONSULTING ENGINEER COASTAL - ENVIRONMENTAL RIVIERA BEACH, FLORIDA			SHEET 3 OF 3
SHORELINE CONTAINMENT STRUCTURES LAKESIDE PARK AICW - LAKE WORTH NORTH PALM BEACH, P.B. CO., FL FOR: VILLAGE OF NORTH PALM BEACH			

VILLAGE OF NORTH PALM BEACH  
 CAPITAL IMPROVEMENT PLAN  
 2020 - 2024

<b>Strategic Result :</b> Waterways and Recreation	<b>Department :</b> Public Works
<b>Project Name :</b> Seawall Replacement at Lakeside Park	<b>Year(s) :</b> 2020
<b>Project Description :</b> Two options should be considered. The first option is replacement of the seawall. The second option is installation of interlocking sheet piling on the water ward side of the seawall. With the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption.	
<b>Link to Strategic Plan :</b> Avoid a seawall failure that could cause the loss of the park peninsula and observation area.	
<b>Need, Justification, Benefits :</b> The southeast seawall is in poor condition. It simply has so many deficiencies that repair is not feasible. The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time, especially during a severe rain event or during a sudden recession of the water level in the lake (such as from waves or a drop from an unusually high tide to a relatively low tide).	
<b>Location &amp; Area Map</b>	<b>Project Photo</b>
	
<b>Comments :</b> Staff conclusions are based upon an engineering study completed in December 2017 to assess damage at Lakeside Park after Hurricane Irma. The canal side seawall will need to be addressed at a future date and is less critical at this time. Staff is planning to pursue Lake Worth Lagoon Funding.	

**VILLAGE OF NORTH PALM BEACH  
CAPITAL IMPROVEMENT PLAN  
FINANCIAL INFORMATION  
2020 - 2024**

<b>Project Name :</b>	Seawall Replacement at Lakeside Park					
<b>Strategic Result :</b>	Waterways and Recreation					
<b>Department :</b>	Public Works					
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total</b>
<b>Project Budget :</b>						
Land acquisition						\$ -
Planning / Design						\$ -
Engineering	\$ 60,000					\$ 60,000
Construction						\$ -
Vehicle						\$ -
Equipment						\$ -
Other						\$ -
<b>Total Budget</b>	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
<b>Funding Sources :</b>						
General revenues						\$ -
Impact fees						\$ -
Grant revenues						\$ -
Debt Service						\$ -
Infrastructure Surtax	\$ 60,000					\$ 60,000
Fund balance						\$ -
Other						\$ -
<b>Total Revenues</b>	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
<b>Operating Impact:</b>						
Personnel						\$ -
Operating						\$ -
Capital						\$ -
Other						\$ -
<b>Total Operating</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Comment:</b>						

## RESOLUTION 2020-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LAKESIDE PARK BULKHEAD PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and two of its subconsultants, Terracon Consultants, Inc. and Isiminger & Stubbs Engineering, Inc., for professional engineering services for the Lakeside Park Bulkhead Project; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from Engenuity Group, Inc. 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 approves and accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for engineering services for the Lakeside Park Bulkhead Project at a total cost of \$52,712.00, with funds expended from Account No. 17321-66210 (Infrastructure Surtax – Public Works – Construction and Major Renovation). The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

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

PASSED AND ADOPTED THIS 23<sup>RD</sup> DAY OF JANUARY, 2020.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

Project Number and Description	Quadrant Comparison	
	Chart 9 Council Only	Chart 10 Combined Results
19-49 US 1 Bridge Replacement Plan	●	●
19-50 Prosperity Farms Rd bridge improvements	●	●
19-51 Prosperity Farms Rd Corridor Improvements	●	●
19-54 Undergrounding power lines, 5G, Natural Gas	●	●
19-55 Finalization of boat & RV ordinance	●	●
19-56 Process refinement (Work Innovations)	● (Quad 3)	● (Quad 3)
19-57 Charter Review Process	● (Quad 1)	● (Quad 1)
19-59 Earman River/Boardwalk	●	●
19-60 NPB/PBG Congress Ave Industrial District	●	●
19-61 Aggressively pursue Annexation.	●	●
20-01 Anchorage Park Enhancement (Dry Storage)	●	●
20-02 Infrastructure redevelopment strategy for US1 corridor	● (Quad 1)	● (Quad 1)
20-03 Pond restoration	●	●
20-04 Sanitation Ordinance Revision	● borderline	● borderline
20-05 Sanitation Commercial Fee Structure	●	●
20-06 Sanitation Residential Fee Implemented	●	●
20-07 Country Club Generator	●	●
20-08 Development of a Waterfront Master plan.	●	●
20-09 Submersible Swim walls	● (Quad 3)	● (Quad 3)
20-11 Members Short Game area	●	● (Quad 3)
20-14 Provide online permitting, inspections, planning, and code.	●	●
20-15 Public Work Complex Construction & Move	●	● (Quad 3)
20-16 Lakeside Park Seawall replacement	●	●
20-17 Monet Road Seawall	●	●
20-18 Pool Deck Cabana Rentals	● (Quad 3)	● (Quad 3)
20-19 Inflatables for Parties/Special Events	●	●
20-20 Pool Slide purchase	●	●



Fiscal Year: 2024 (Oct.2023 - Sept.2024) and Beyond 2025		
Project Description Strategic Goal Alignment	Category & Owning Dept.	Fiscal Year & Progress Ranking & Prioritization
<p><b>20-02 Infrastructure redevelopment strategy for US1 corridor</b> Beautification and Quality of Life</p> <p>Develop a beautification project for US1.</p>	<p>Category: Quality of Life</p> <p>Dept: Special Projects</p>	<p>FY: 2024 (Oct.2023 - Sept.2024) % Complete: Not Started Council Rank: 6 Council Priority: 2.25 Staff Priority: 3 Combined Priority: 2.4</p>
<p><b>19-60 NPB/PBG Congress Ave Industrial District</b> Strong Local Economy</p> <p>NPB/Palm Beach Gardens Coordination for Congress Avenue Industrial District</p>	<p>Category: Master Plan: Programs</p> <p>Dept: Village Manager's Office</p>	<p>FY: 2024 (Oct.2023 - Sept.2024) % Complete: Not Started Council Rank: 8 Council Priority: 2.75 Staff Priority: 3 Combined Priority: 2.8</p>
<p><b>19-59 Earman River/Boardwalk</b> Waterways and Recreation</p> <p>Earman River/Boardwalk identified in Master Plan.</p>	<p>Category: Master Plan: Infrastructure</p> <p>Dept: Village Manager's Office</p>	<p>FY: 2024 (Oct.2023 - Sept.2024) % Complete: Not Started Council Rank: 3.4 Council Priority: 2.4 Staff Priority: 3 Combined Priority: 2.5</p>
<p><b>20-11 Members Short Game area</b> Waterways and Recreation</p> <p>Rebuild members short game area</p>	<p>Category: Country Club</p> <p>Dept: Country Club</p>	<p>FY: 2024 (Oct.2023 - Sept.2024) % Complete: Not Started Council Rank: 4.2 Council Priority: 2.5 Staff Priority: 3 Combined Priority: 2.6</p>
<p><b>20-14 Provide online permitting, inspections, planning, and code enforcement.</b> Organizational Excellence</p> <p>Implement enterprise software to automate Community Development processes: Permitting, Inspections, Planning, and Code Enforcement</p>	<p>Category: Technology</p> <p>Dept: Information Technology</p>	<p>FY: Beyond Fiscal Year 2025 % Complete: Not Started Council Rank: 8.75 Council Priority: 3.6 Staff Priority: 3 Combined Priority: 3.5</p>
<p><b>0-15 Public Work Complex Construction &amp; Move</b> Organizational Excellence</p> <p>Old Public Works Complex is outdated, too small, not very functional, and located next to a Single Family Residential zone.</p>	<p>Category: Public Works Projects</p> <p>Dept: Public Works</p>	<p>FY: Beyond Fiscal Year 2025 % Complete: Not Started Council Rank: 4.4 Council Priority: 2.5 Staff Priority: 3 Combined Priority: 2.6</p>
<p><b>20-16 Lakeside Park Seawall replacement</b> Waterways and Recreation</p> <p>The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time. The southeast seawall is in very poor condition. Repair is not feasible.</p>	<p>Category: Infrastructure</p> <p>Dept: Public Works</p>	<p>FY: Beyond Fiscal Year 2025 % Complete: Not Started Council Rank: 7.2 Council Priority: 3.8 Staff Priority: 4 Combined Priority: 3.83</p>