



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 24, 2022
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/84805379910?pwd=anRNWTJKVCtBOGtUVW1nY0t4aEttQT09>

Meeting ID: 848 0537 9910

Passcode: 933754

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 848 0537 9910

Passcode: 933754

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held January 27, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

2. **1ST READING OF ORDINANCE 2022-04 – ADDITIONAL HOMESTEAD EXEMPTION** Consider a motion to adopt on first reading Ordinance 2022-04 adopting an additional \$25,000 homestead exemption for taxpayers 65 years of age or older with limited income.

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.

3. **RESOLUTION** – Approval of a Contract with Hazen & Sawyer to evaluate and update the Village's Stormwater Utility Assessment in an amount not-to-exceed \$19,656.00.
4. **RESOLUTION** – Accepting a proposal from Superior Floor Coatings, LLC for the repair and epoxy of the Golf Course Maintenance Building floor at a total cost of \$29,180; and authorizing execution of the Contract.
5. **RESOLUTION** – Approving the purchase of two Suzuki outboard engines for the Police Department's Marine Patrol boat from Nick's Creative Marine, Inc. at a total cost of \$44,500; approving a budget transfer to fund the purchase; and approving the surplus of the existing engines and authorizing their disposal.
6. Receive for file Minutes of the General Employees Pension Board meeting held 11/2/21.
7. Receive for file Minutes of the Police and Fire Pension Board meeting held 12/9/21.
8. Receive for file Minutes of the Planning Commission meeting held 1/11/22.
9. Receive for file Minutes of the Recreation Advisory Board meeting held 1/18/22.
10. Receive for file Minutes of the Recreation Advisory Board meeting held 2/8/22.

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – FIRE ENGINE PURCHASE FOR FIRE RESCUE DEPARTMENT** Consider a motion to adopt a resolution approving the acquisition of a Sutphen G9 Body Custom Pumper Fire Apparatus from South Florida Emergency Vehicles; approving a seven-year lease Purchase Agreement with Pinnacle Public Finance, Inc. for a total annual cost of \$114,954.85 (at a total cost of \$822,334.77 over the seven-year term); authorizing execution of the Agreement; and declaring an existing Fire Engine as surplus property and authorizing its disposal.
- 12. RESOLUTION – MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS** Consider a motion to adopt a resolution accepting a proposal from J.W. Cheatham, LLC. for milling, resurfacing and striping services of specified Village roadways at a total cost not to exceed \$700,000; and authorizing execution of the Contract.
- 13. RESOLUTION – BROADCAST SYSTEM AND HANDS-FREE MEETINGS WEB-STREAMING HARDWARE, SOFTWARE AND MANAGED SUPPORT PURCHASE** Consider a motion to adopt a resolution approving a proposal for the purchase of an Avior HD Broadcast System and hands-free meetings from Swagit Productions, LLC for Village Council and Planning Commission Meetings at a total cost of \$36,690; and approving a Budget Amendment to fund the purchase.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 14.** Police Department Annual Report

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
JANUARY 27, 2022**

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

Absent: Mark Mullinix, President Pro Tem

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present except for President Pro Tem Mullinix who was out of town. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Regular Session held January 13, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

Mr. Lukasik introduced Derek Schuemann as the new principal of the Conservatory School.

Mr. Schuemann introduced himself and stated that he was honored to be chosen as the next principal of the Conservatory School. Mr. Schuemann briefly discussed his background and credentials and stated that he was born and raised in the Village of North Palm Beach. Mr. Schuemann stated that he was happy and excited to lead the school presently and into the future.

Mayor Aubrey welcomed Mr. Schuemann and stated that the Council was looking forward to working with him.

Judy Pierman, 560 Greenway Drive, announced that the Meet the Candidates Event sponsored by American Association of University Women would be taking place on February 17th from 6:30 p.m. to 7:30 p.m. at the Village Community Center.

Mary Phillips, 525 Ebbtide Drive, stated that the Friends of the Library have been fortunate enough to donate funds they have raised over the past few years through the generous support of the community. Ms. Phillips announced that the annual book sale at the Library was taking place on Friday and Saturday. Ms. Phillips announced that the Friends of the Library would be selling beverages at the Hot Cars and Chili event on Saturday.

STATEMENTS FROM THE PUBLIC *continued*

Chris Ryder, 118 Dory Road, South, expressed his concerns about public comment timing and procedures that took place at the last Recreation Advisory Board meeting that he attended.

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

Pat Kelley, 37 Yacht Club Drive
Bob Starkie, 36 Yacht Club Drive

Dr. Hal Bashein, 729 Waterway Drive, expressed his concerns with the renting of dock space on private property.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-03 CODE AMENDMENT – ADVISORY BOARD ELECTRONIC PARTICIPATION

A motion was made by Councilmember Bickel and seconded by Vice Mayor Searcy to adopt and enact on second reading Ordinance 2022-03 entitled:

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

Mr. Rubin stated that the ordinance was passed on first reading without modification. The purpose of the ordinance was to amend the code to allow board and committee members who were unable to be physically present to participate and vote on matters before the board or committee via electronic means. A quorum is still required to be physically present at the meetings.

Mayor Aubrey opened the public hearing.

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

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-03 passed with all present voting aye.

CONSENT AGENDA APPROVED

Councilmember Norris moved to approve the Consent Agenda. Vice Mayor Searcy seconded the motion, which passed with all present voting aye. The following items were approved:

Resolution accepting the proposal from All-Site Construction, Inc. for roof repairs to the Country Club Golf Course Maintenance Building at a total cost of \$15,015; and authorizing execution of the Contract.

Resolution approving a blanket purchase order in an amount not to exceed \$50,000 with Flying Scot, Inc. for sidewalk removal, replacement and rehabilitation.

Resolution adopting a fine schedule and delinquent fee for parking citations.

Receive for file Minutes of the Business Advisory Board meeting held 10/19/21.

Receive for file Minutes of the Golf Advisory Board meeting held 11/15/21.

CONSENT AGENDA APPROVED *continued*

Receive for file Minutes of the Library Advisory Board meeting held 11/23/21.

Receive for file Minutes of the Environmental Committee meeting held 12/6/21.

Receive for file Minutes of the Planning Commission meeting held 12/7/21.

RESOLUTION 2022-07 – VEHICLE LEASE AGREEMENT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Norris to adopt Resolution 2022-07 entitled:

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

Assistant Public Works Director Chad Girard explained that five (5) Police Department vehicles would be leased and obtained from Bartow Ford Company. Two (2) of the vehicles would be unmarked and three (3) of the vehicles would be marked. Outfitting of the vehicles would be performed by Dana Safety Supply. Additionally, one (1) Rear Load Collection Truck would be leased for the Sanitation Department and one (1) vehicle would be leased for the Fire Department. The Village would own all of the vehicles at the end of the five-year lease term.

Thereafter, the motion to adopt Resolution 2022-07 passed with all present voting aye.

RESOLUTION 2022-08 – COMMUNITY CENTER PLAYGROUND EQUIPMENT REMOVAL AND INSTALLATION

A motion was made by Councilmember Bickel and seconded by Councilmember Norris to adopt Resolution 2022-08 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR THE COMMUNITY CENTER AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE REMOVAL AND DISPOSAL OF THE EXISTING EQUIPMENT AND THE INSTALLATION OF NEW EQUIPMENT PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE CONTRACTS FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL IMPROVEMENT FUND TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-08 – COMMUNITY CENTER PLAYGROUND EQUIPMENT REMOVAL AND INSTALLATION *continued*

Director of Leisure Services Zak Sherman presented a slideshow depicting the new playground design and equipment that would be installed at the Community Center.

Vice Mayor Searcy asked if the playground mulch would be changed and if the benches at the playground could be positioned in a shaded area.

Mr. Sherman stated that the surface of the playground would remain mulch and that he would take into consideration the positions of the benches when they are installed. The playground renovation is estimated to be completed by the summer.

Thereafter, the motion to adopt Resolution 2022-08 passed with all present voting aye.

RESOLUTION 2022-09 – POND BANK REPAIR AND STABILIZATION

A motion was made by Councilmember Bickel and seconded by Councilmember Norris to adopt Resolution 2022-09 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AT THE AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman presented photos and explained how certain pond banks on the golf course at the Country Club were giving way and needed to be stabilized. Mr. Bowman explained that the method would entail a large piece of burlap anchored into the ground under the water and backfilled in order to stop the erosion.

Mayor Aubrey asked how long the burlap would last.

Mr. Bowman stated that the burlap would last between thirty (30) and fifty (50) years.

Councilmember Bickel asked if precautions would be taken to ensure the safety of the workers and the crocodile that has made residence on the golf course during the installation.

Mr. Bowman assured that precautions would be taken to ensure the safety of the workers and the crocodile.

Vice Mayor Searcy asked what material the burlap was made out of and its environmental impact.

Mr. Bowman stated that the burlap had no micro-plastics and was environmentally safe.

Thereafter, the motion to adopt Resolution 2022-09 passed with all present voting aye.

VILLAGE COUNCIL MATTERS/REPORTS

Mayor Aubrey announced the Hot Cars and Chili event on Saturday and encouraged residents to attend.

Vice Mayor Searcy requested a future Council discussion regarding proposed projects along U.S. Highway 1 which would include the details of the proposed 200 Yacht Club Drive project.

Mr. Lukasik stated that staff would do further analysis and prepare a future discussion.

Councilmember Bickel requested that the Memory Care Center that was in the process of being built on U.S. Highway 1 be added to the discussion.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Sherman gave a brief update on the upcoming Heritage Day event. The event was scheduled to take place on Saturday, April 2nd. Mr. Sherman stated that there would be a Friday night kick-off on April 1st at Osbourne Park. Mr. Sherman stated that there would also be a golf cart parade on Friday night that would start at the corner of Allamanda Drive. The parade would focus on the west side and would finish by going down Buttonwood Drive turning right on Prosperity Road and turning into the entrance to Osbourne Park. Mr. Sherman stated that staff was planning to meet with the Police Department to get final approval for the golf cart parade.

Councilmember Bickel asked if the golf carts could cross Prosperity Farms Road in order to get to the parade.

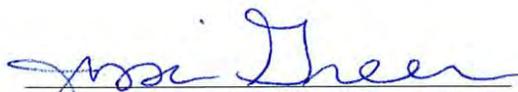
Mr. Lukasik stated that staff would have to work out the logistics for the golf carts that would participate in the parade.

Vice Mayor Searcy asked if there would be enough food to sell to people in the park due to the new regulations for food trucks.

Mr. Sherman stated there would be food provided by the carnival and they may be limited in what can be provided due to the fact that food trucks were having issues with meeting the new regulations. Other alternatives for providing food at the event would be researched and considered.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:52 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Andy Lukasik, Village Manager
FROM: Samia Janjua, Director of Finance
DATE: February 24, 2022
SUBJECT: **ORDINANCE – 1st Reading – Additional \$25,000 Homestead Exemption for Limited Income Senior Citizens**

Section 196.075(2)(a), Florida Statutes, allows municipalities to adopt an ordinance incorporating an additional homestead exemption of up to \$50,000 for qualifying seniors. Village Staff is recommending the adoption of an ordinance allowing for an additional \$25,000 exemption. A person is eligible for this additional exemption if he or she meets the following requirements:

- Must be 65 or older;
- Own a property that has a homestead exemption; and
- Have a cumulative adjusted gross income of all persons living in the home of \$32,561 or less for 2022 (the amount is adjusted annually by the Florida Department of Revenue)

Based on information provided by the Palm Beach County Property Appraiser's Office, there are 132 property owners in the Village that may qualify for the program. The estimated financial impact is provided in the table below:

Additional Exemption	\$25,000
# Qualified	132
Reduction in Taxable Value	\$3,300,000
Millage Rate	\$7.05 mils
Reduction in Ad-Valorem Revenue	\$22,102

Based on statutory notice requirements, the additional exemption will not take effect until the 2023 tax year. The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

RECOMMENDATION:

Village Staff requests Council consideration and approval of the attached Ordinance on 1st Reading to provide for an additional limited income senior citizen homestead exemption of \$25,000 pursuant to Section 196.075(2)(a), Florida Statutes.

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

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2022.

5
6
7 (Village Seal) _____
8 MAYOR
9

10 ATTEST:
11
12 _____
13 VILLAGE CLERK

14
15 APPROVED AS TO FORM AND
16 LEGAL SUFFICIENCY:
17
18 _____
19 VILLAGE ATTORNEY
20

Two Additional Homestead Exemptions for Persons 65 and Older

Some county or city governments have adopted local ordinances, under Section 6(d) of Article VII of the Florida Constitution, and section 196.075, Florida Statutes, allowing one or both of the additional homestead exemptions described below. Contact your local property appraiser for information on any ordinances passed in your county. These exemptions apply only to the tax millage a county or city levies when it adopts a local ordinance and do not apply to the millage of school districts or other taxing units:

- An exemption not exceeding \$50,000 to any person who has the legal or equitable title to real estate, maintains permanent residence on the property, is 65 or older, and whose household income does not exceed the household income limitation; or
- An exemption equal to the assessed value of the property to an owner who has title to real estate in Florida with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained permanent residence on the property for at least 25 years, is 65 or older, and whose household income does not exceed the household income limitation.

Senior Homestead Exemption

Year	%Change*	Adjusted Income Limitation
2022	4.7%	\$32,561
2021	1.2%	\$31,100
2020	1.8%	\$30,721
2019	2.4%	\$30,174
2018	2.1%	\$29,454
2017	1.3%	\$28,841
2016	0.1%	\$28,482
2015	1.6%	\$28,448
2014	1.5%	\$27,994
2013	2.1%	\$27,590
2012	3.2%	\$27,030
2011	1.6%	\$26,203
2010	-0.4%	\$25,780
2009	3.8%	\$25,873
2008	2.9%	\$24,916
2007	3.2%	\$24,214
2006	3.4%	\$23,463
2005	2.7%	\$22,693
2004	2.3%	\$22,096
2003	1.6%	\$21,599
2002	2.8%	\$21,259
2001	3.4%	\$20,680

The Florida Senate

2021 Florida Statutes

<p><u>Title XIV</u> TAXATION AND FINANCE</p>	<p><u>Chapter 196</u> EXEMPTION</p> <p><u>Entire Chapter</u></p>	<p>SECTION 075 Additional homestead exemption for persons 65 and older.</p>
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196.075 Additional homestead exemption for persons 65 and older.—

(1) As used in this section, the term:

(a) “Household” means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

(b) “Household income” means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code, of all members of a household.

(2) In accordance with s. 6(d), Art. VII of the State Constitution, the board of county commissioners of any county or the governing authority of any municipality may adopt an ordinance to allow either or both of the following additional homestead exemptions:

(a) Up to \$50,000 for a person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed \$20,000.

(b) The amount of the assessed value of the property for a person who has the legal or equitable title to real estate with a just value less than \$250,000, as determined in the first tax year that the owner applies and is eligible for the exemption, and who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3).

(3) The \$20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(4) An ordinance granting an additional homestead exemption as authorized by this section must meet the following requirements:

(a) It must be adopted under the procedures for adoption of a nonemergency ordinance specified in chapter 125 by a board of county commissioners or chapter 166 by a municipal governing authority, except that the exemption authorized by paragraph (2)(b) must be authorized by a super majority (a majority plus one) vote of the members of the governing body of the county or municipality granting such exemption.

(b) It must specify that the exemption applies only to taxes levied by the unit of government granting the exemption. Unless otherwise specified by the county or municipality, this exemption will apply to all tax levies of the county or municipality granting the exemption, including dependent special districts and municipal service taxing units.

(c) It must specify the amount of the exemption, which may not exceed the applicable amount specified in subsection (2). If the county or municipality specifies a different exemption amount for dependent special districts or municipal service taxing units, the exemption amount must be uniform in all dependent special districts or municipal service taxing units within the county or municipality.

(d) It must require that a taxpayer claiming the exemption for the first time submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue.

(5) The department must require by rule that the filing of the statement be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), any request for an extension of time to file returns, and any other documents it finds necessary, for each member of the household, to be submitted for inspection by the property appraiser. The taxpayer’s sworn statement shall attest to the accuracy of the documents and grant permission to allow review of the documents if requested by the property appraiser. Once the documents have

been inspected by the property appraiser, they shall be returned to the taxpayer or otherwise destroyed. Annually, the property appraiser shall notify each taxpayer of the adjusted income limitation set forth in subsection (3). The taxpayer must notify the property appraiser by May 1 if his or her household income exceeds the most recent adjusted income limitation. The property appraiser may conduct random audits of the taxpayers' sworn statements to ensure the accuracy of the household income reported. If selected for audit, a taxpayer shall execute Internal Revenue Service Form 8821 or 4506, which authorizes the Internal Revenue Service to release tax information to the property appraiser's office. All reviews conducted in accordance with this section shall be completed on or before June 1. The property appraiser may not grant the exemption if the required documentation requested is not provided.

(6) The board of county commissioners or municipal governing authority must deliver a copy of any ordinance adopted under this section to the property appraiser no later than December 1 of the year prior to the year the exemption will take effect. If the ordinance is repealed, the board of county commissioners or municipal governing authority shall notify the property appraiser no later than December 1 of the year prior to the year the exemption expires.

(7) Those persons entitled to the homestead exemption in s. [196.031](#) may apply for and receive an additional homestead exemption as provided in this section. Receipt of the additional homestead exemption provided for in this section shall be subject to the provisions of ss. [196.131](#) and [196.161](#), if applicable.

(8) If title is held jointly with right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

(9) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. However, if such an exemption is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. [196.161](#)(3).

History.—s. 1, ch. 99-341; s. 1, ch. 2002-52; s. 1, ch. 2007-4; s. 26, ch. 2010-5; s. 1, ch. 2012-57; s. 9, ch. 2013-72; s. 27, ch. 2014-17; s. 1, ch. 2016-121; s. 33, ch. 2019-3; s. 1, ch. 2021-208.

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VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: February 24, 2022

SUBJECT: **RESOLUTION** – Approval of a Contract with Hazen & Sawyer to Evaluate and Update the Village's Stormwater Utility Assessment in an amount not-to-exceed \$19,656.00.

Village staff is recommending Village Council's adoption of a resolution approving a Contract with Hazen & Sawyer to evaluate and update the Village's non-ad valorem stormwater utility assessment in an amount not-to-exceed \$19,656.00.

Background:

Due to concerns about the condition of the Village's aging stormwater system and the lack of funding available to address such concerns, the Village Council determined that it was necessary to establish a dedicated funding stream to address stormwater system needs. To that end, on July 8, 2021, the Village Council created a Stormwater Management Utility and a Stormwater Management Utility Fund and provided for the adoption of Stormwater Management Utility Assessments, to be levied by future Resolution against real property in the Village. Further, on September 8, 2021, the Village Council established a non-ad valorem assessment roll to fund stormwater system improvements.

During the September 8, 2021 hearing to establish the non-ad valorem assessment roll, the Village Council received comments from residents who questioned the equity of using a flat rate for all residential properties. Specifically, residents questioned the use of a flat fee for the single-family residential class when there are large and small parcels as well as greater amounts of pervious and impervious surfaces throughout the Village's single-family residential neighborhoods. Village Council directed staff to reevaluate the fee levied on the single-family stormwater customer class to address the concerns raised by residents during the hearing.

Non-Ad Valorem Stormwater Fee:

Often times, municipalities will levy stormwater fees on landowners based on the potential for their property to generate runoff (e.g. based on the size of the property and the amount of development on the property). Unlike general tax revenue, revenues generated via stormwater fees must be dedicated solely to stormwater management programs and projects. A stormwater fee allows the Village to not only address the collective impact of non-point source pollution caused by stormwater runoff, but make immediate repairs to sections of the Village's existing stormwater system that are deteriorating to the point that sinkholes are being formed in our streets and on private property.

The fee adopted by the Village in 2021 is based upon a unit of measure called an Equivalent Residential Unit (ERU). An ERU is commonly defined as the average measured Impervious Area (IA) per parcel of one or more residential billing classes, usually the average impervious area on a single-family residential parcel. Billing rates can be flat or variable, with flat fees traditionally assigned to property classes with relatively homogenous property use, such as single-family residences, and variable fees assigned to classes with more property development variability, such as commercial properties. An ERU is a unit of measure used to equate non-residential or multi-family residential properties to a specific number of single-family residences.

To calculate the ERU, data from the Village and Palm Beach County were analyzed and used to estimate impervious area coverage by property use class including single-family residences (a random sample of

5% of all single-family properties was used), multifamily residences, condominiums, commercial and industrial enterprises, government, and institutional facilities. All land parcels other than public schools and rights-of-way are subject to the proposed stormwater utility fee.

Evaluation and Update of the Village’s Stormwater Assessment:

The Village contracted with Hazen & Sawyer to develop the Village’s initial Stormwater Utility Assessment. To address Village Council’s policy direction regarding the evaluation of strategies to develop fees that make distinctions between certain single-family parcels, Village staff recommends contracting with Hazen & Sawyer given their familiarity with the Village and our Assessment.

Hazen & Sawyer has proposed a three-phased plan for the development and implementation of an adjustment to the stormwater fee for the single-family customer class not-to-exceed \$19,656:

- Phase I: Evaluation and Update Fee -- \$12,716
- Phase II: Assessment Roll Update (contingent upon Phase I policy direction) -- \$2,415
- Phase III: Staff Assessment Update Training (optional) -- \$4,526

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-66215	Stormwater Drainage System	\$19,656.00

Recommendation:

Village staff recommends Council consideration and adoption of the Resolution approving a Contract with Hazen & Sawyer to evaluate and update the Village’s Stormwater Assessment for a not-to-exceed amount of \$19,656.00 and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

History: the Village’s Stormwater Utility and the Non-Ad Valorem Assessment

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

Based upon the Citizens’ Master Plan recommendation, the Village conducted an exploratory study to provide information and data related to the establishment of a stormwater fee structure to fund needed stormwater activities and improvements within the Village. To accomplish this task, the Village Council approved a proposal from Hazen & Sawyer, P.C. to complete a Stormwater Management Study through the adoption of Resolution 2018-59 on July 12, 2018.

On March 14, 2019, the Village Council held a workshop on the exploratory study and directed Village Staff to continue to evaluate stormwater funding options. During strategic planning and preparation for the FY2020 budget, a stormwater funding mechanism continued to be identified as a high priority for the Village Council. As a result, \$100,000 was budgeted and approved for the next phase of the stormwater study.

Through the adoption of Resolution No. 2019-114 on October 10, 2019, the Village Council approved a proposal from Hazen & Sawyer, P.C. to provide stormwater utility fee development and implementation services.

On June 25, 2020, Hazen & Sawyer, P.C. presented its Stormwater Utility Study Final Report to the Village Council. During that meeting, Village Council provided policy direction on the following issues: establishing the Fee Methodology (weighted average of Single Family Residential Impervious Area and average Impervious Area per condominium unit); identifying a fee amount based upon a need to establish a Videoing, Cleaning, Rehabilitation and Maintenance Program (which represented a baseline level of service); creation of a Credit Program (anticipating that 3% of SFR parcels and 10% of all other parcels receive credit averaging 50% of the stormwater fee) and selecting the utility billing method.

On November 12, 2020, Hazen & Sawyer, P.C. updated the analysis of the stormwater fees and Village Council provided policy direction to impose a non-ad valorem assessment on the property tax bill as the method of funding the stormwater utility. Village Council direction was based upon the following information from the study:

- The method to determine the Equivalent Residential Units (ERU) in the Village:
 - An ERU is based upon the average of Single-Family Residential (SFR) Parcel Impervious Area (IA) in the Village.
 - ERU= 5,550 sq ft IA
 - Flat Rate
 - SFR = 1.0 ERU
 - Condo = 0.22 ERU
 - Variable Rate: all other property classes based on measured Impervious Area
 - The desired Level of Service to be provided by the Stormwater Utility will include:
 - Stormwater system videoing and cleaning of the system within 5 years
 - Emergency repairs
 - 15-year rehabilitation and maintenance to address findings from video/cleaning. Assumes that:
 - 20% of the system will need manhole to manhole slip lining
 - 5% of the system will need to be replaced.
 - It is important to note that this level of service was to establish a baseline level for the fee only. It is anticipated that, in the first year, repairs to severely damaged sections of the system will be made and a Stormwater Master Plan will be completed to identify and prioritize infrastructure, including green infrastructure, projects.

On December 10, 2020, Village Council adopted Resolution 2020-84 stating the Village's intent to levy a non-ad valorem assessment to collect a Stormwater Utility Fee on the 2021 Tax Bill. To that end, Section 197.3632(2), Florida Statutes, requires the Village to execute standard agreements with both the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector in order to proceed with the collection of the stormwater non-ad valorem assessment on the property tax bill. The Village Council approved those agreements on January 28, 2021 in order to continue the process of establishing the Stormwater Utility Fee.

Stormwater Management Utility:

The Village has an antiquated Stormwater collection system with failures occurring at an alarming rate. Recently, the Village has been reacting to these failures by funding repairs through the use of unbudgeted emergency funding. Further, there is a need to address water quality issues identified by the Citizens' Master Plan.

A reliable and consistent source of funding is required to appropriately maintain the Village's stormwater management system. The cost of operating and maintaining the stormwater management system should, to the extent practicable, be allocated in relationship to the contribution to the need for services.

By Ordinance, the Village established stormwater management as a Village utility enterprise in accordance with F.S. §403.0893 and established utility assessments for stormwater management services to be levied against all developed properties that benefit from the Village's stormwater management system. These functions include, but are not limited to, maintenance, planning, design, construction, regulation, surveying, and inspection as they relate to stormwater management facilities of the Village. The stormwater utility assessments will be levied as a non-ad valorem special assessment on the tax bill using the Uniform Method of Collection as authorized by state statute.

To implement the Stormwater Fee contemplated by past Village Council actions, the Village Council adopted a non-ad valorem assessment roll on September 8, 2021. The Stormwater Utility Fee was anticipated to generate approximately \$518,000 annually for the improvement and maintenance of the Village's stormwater system. During the first year of the program, funding will be used to repair significantly deficient sections of the existing system and provide for the completion of a Stormwater Master Plan that will plan for and prioritize future infrastructure repairs and improvements that will take into consideration the need to improve the quality of stormwater flowing from the system into the Lake Worth Lagoon and the impacts of sea level rise as well as storm surge vulnerability.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM HAZEN AND SAWYER, P.C. TO EVALUATE AND UPDATE THE VILLAGE'S NON-AD VALOREM STORMWATER UTILITY ASSESSMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to evaluate and update its non-ad valorem Stormwater Utility Assessment to create strategies to generate a fee structure that makes distinctions among certain single-family parcels; and

WHEREAS, Village Staff recommended accepting the proposal from Hazen and Sawyer, P.C., the same firm that performed the initial Stormwater Management Study and provided Stormwater Utility Fee Development and Implementation Services; and

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

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

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

Section 2. The Village Council hereby approves and accepts the proposal from Hazen and Sawyer, P.C. to evaluate and update its non-ad valorem Stormwater Utility Assessment to create strategies to generate fee structure that makes distinctions among certain single-family parcels at a total cost not to exceed \$19,656.00, with funds expended from Account No. H7321-66215 (Stormwater Utility Fund – Stormwater Drainage System). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this Contract, the Village hereby waives any conflicting provisions of its purchasing policies and procedures.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the ____ day of _____, 2022 by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HAZEN AND SAWYER, P.C., a foreign corporation authorized to do business in the State of Florida, hereinafter CONSULTANT, whose Federal I.D. No is 13-2904652.

WHEREAS, the VILLAGE wishes to retain a consultant to evaluate and update the Village's non-ad valorem Stormwater Utility Assessment to create strategies to generate a fee structure that makes distinctions among certain single-family parcels ("Work"); and

WHEREAS, CONSULTANT provided the VILLAGE with a Proposal to perform the Work, and the VILLAGE wishes to retain the services of CONSULTANT to perform the Work.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT.

CONSULTANT shall perform the services outlined in CONSULTANT's Proposal dated January 21, 2022, which is incorporated by reference as if fully set forth herein.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. Based on the timeline provided by CONSULTANT, all services shall be complete within one hundred and twenty (120) days of the VILLAGE's issuance of a Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONSULTANT in accordance with CONSULTANT's Proposal in an amount **not to exceed Nineteen Thousand Six Hundred and Fifty-Six Dollars and No Cents (\$19,656.00)**. The services for Phase II are contingent upon the policy direction provided by the Village Council, and the services for Phase III shall only be commenced upon written authorization of the Village Manager.

B. CONSULTANT shall invoice the VILLAGE on a monthly basis based on the work performed. Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONSULTANT will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of CONSULTANT.

D. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The VILLAGE will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions insurance, in the amount of \$1,000,000.00 in aggregate to protect CONSULTANT.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 5. PERSONNEL.

A. CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONSULTANT pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONSULTANT and its agents, servants or employees.

B. CONSULTANT shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results from the acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONSULTANT is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT's sole discretion, supervision and control, and CONSULTANT shall exercise sole control over the means and manner in which its employees perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONSULTANT upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONSULTANT. Unless CONSULTANT is in breach of this Contract, CONSULTANT shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONSULTANT shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONSULTANT.

ARTICLE 10. ACCESS AND AUDITS.

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andrew D. Lukasik, Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONSULTANT shall be mailed to:

Hazen and Sawyer, P.C.
Attn: Robert B. Taylor, Jr., Vice President
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONSULTANT agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 14. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 15. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 16. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. In the event of an express conflict between this Contract and any exhibit or other document, the terms of this Contract shall control.

ARTICLE 18. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 19. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 20. WAIVER OF SUBROGATION.

CONSULTANT hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 21. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 22. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONSULTANT **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 23. INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONSULTANT and its subconsultants. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subconsultants to fully cooperate

with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 24. PUBLIC RECORDS.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONSULTANT shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 25. E-VERIFY

CONSULTANT warrants and represents that CONSULTANT and all subconsultants are in compliance with Section 448.095, Florida Statutes, as may be amended. CONSULTANT has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subconsultant stating that the subconsultant does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONSULTANT has

knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subconsultant has knowingly violated Section 448.09(1), Florida Statutes, but CONSULTANT has otherwise complied, it shall notify CONSULTANT, and CONSULTANT shall immediately terminate its contract with the subconsultant.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT hereto have made and executed this Contract as of the day and year first above written.

CONSULTANT:

HAZEN AND SAWYER, P.C.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DARRYL C. AUBREY
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH STORMWATER UTILITY ASSESSMENT EVALUATION & UPDATE

BACKGROUND

In 2018, the Village of North Palm Beach (Village; CLIENT), Florida commissioned Hazen and Sawyer (Hazen; CONSULTANT) to assist the Public Works Department (PWD) in developing a preliminary assessment of a program to fund stormwater management. This preliminary assessment led to the development and implementation of a non-ad valorem assessment in 2021 to fund Village stormwater utility infrastructure improvements, operations and maintenance.

A non-ad valorem assessment was developed in conjunction with Village and public input and by evaluating impervious area within residential and non-residential parcel categories. After the implementation of the non-ad valorem assessment and in response to comments received during public hearing, the Village has elected to move forward with a more granular evaluation of the distribution of fees within the single-family residential customer class (multi-tiered). This scope outlines and describes those subsequent steps.

The currently implemented stormwater assessment was scoped for development based on the average impervious area of a random, statistically significant sample of single-family residential parcels. In response public comment during the implementation phase of the assessment, the Village has requested that Hazen evaluate the variation among single family residential parcel characteristics and assist with the implementation of a selected scenario by updating the assessment roll. Hazen will accomplish this in two Phases and present fee scenarios that might more equitably reflect the range and distribution of such characteristics within the single-family customer class.

Phase I of this evaluation of the non-ad valorem stormwater utility assessment will allow the Village to gain insight regarding the variation of single-family properties relative to their impacts on the stormwater system. This insight will be used to update the current non-ad valorem assessment rate structure to include variation in the single-family residential class to include potential consideration of property characteristics to more equitably distribute the assessment within and across property classes. Subsequently Phase II will update the assessment roll with the Village Council approved rate structure. Phase III is an optional phase offering to train Village staff regarding the non-ad valorem assessment roll update timeline so that they can accomplish this task internally in subsequent years. Alternatively, Hazen is available for a continuing services contract to implement updates every year should Phase III not be feasible given current staff availability.

SCOPE OF SERVICES

At the request of the CLIENT, the CONSULTANT shall be responsible for the following tasks:

PHASE I: SINGLE FAMILY STORMWATER ASSESSMENT EVALUATION

Task 101: Meetings

- Meet with Village staff for project kick off meeting.
- Meet with Village staff to prepare for structure options workshop in Task 103.
- Meet with Village Council (workshop) for comments on draft technical memorandum in Task 103.
- Meet with Village Manager selected staff for training in OPTIONAL Task 301.

Task 102: Data Collection and Review

- Evaluate and assemble data necessary for analyzing single family residential parcel characteristics and their relation to a parcel's share of impact on the Village stormwater system.
 - Palm Beach County Property Appraiser GIS parcel polygons, parcel data tables and condo data tables.
 - Aerial orthographic photography.

Task 103: Single Family Residential Customer Class Evaluation

- Evaluate and summarize different measures of variation within the single-family customer class relevant to a parcel's impact on the stormwater system.
- Propose up to three assessment scenarios as alternatives to the current single family assessment structure. These scenarios are expected to include options associated with multiple tier options for the single-family customer class based on either impervious area or total parcel/lot size.
- Evaluate the pros and cons of the implementation of each scenario relative to estimated revenue and impacts on the existing customer classes.
- Evaluate the administrative complexity of each scenario.
- Meet with Village staff to discuss scenarios prior to meeting with Village Council (included in Task 101).
- Meet with Village Council for workshop to decide which scenario to implement (included in Task 101).

PHASE II: ASSESSMENT ROLL UPDATE

Task 201: Update Palm Beach County Formatted Assessment Roll and Submit to County

- Update stormwater non-ad valorem assessment roll to reflect the Village Council selected scenario from Phase I.
- Assist in preparing the necessary assessment roll for certification and submittal to the Tax Collector's office for levying of non-ad valorem assessments for stormwater.
- Note Task 201 is contingent on the Village selecting one of the presented scenarios from Task 101 and does not include supplemental financial analysis, rate setting, or public notification requirements, which may be added as additional tasks at a later date at CLIENT request.

PHASE III (OPTIONAL): NON-AD VALOREM ASSESSMENT UPDATE TRAINING

Task 301: Train Village Staff to Update Future Billing Roll(s)

- Phase III is optional, and the Village Manager will determine if it is implemented after the completion of Phase II.
- Train Village staff, as selected by the Village Manager, regarding the non-ad valorem assessment implementation and administrative update process. This training can be accomplished in-person or virtually based on CLIENT preference.

ASSUMPTIONS

- It is assumed that the Village will provide the following:
 - Palm Beach County Property Appraiser GIS parcel polygons, parcel data tables and condo data tables
 - Aerial orthographic photography

DELIVERABLES

Deliverable	Task	No. of Copies	Due
Summary Analysis and Scenario Estimates	Task 103	1 electronic copy, pdf	Within 45 calendar days of notice to proceed
Draft and Final Rate Structure Technical Memorandum	Task 103	1 electronic copy, pdf	Draft within 60 calendar days of notice to proceed. Final within 7 calendar days following receipt of comments on draft memo
Palm Beach County Formatted Assessment Roll	Task 201	1 electronic copy, Text & Excel	Within 15 calendar days of Village Council selection of preferred option

SCHEDULE

Hazen anticipates that this task will be completed within approximately three months from the Notice to Proceed (pending scheduling of meetings and workshops) and before the September 15th deadline for the adoption of non-ad valorem assessments.

COMPENSATION

The compensation for these services will be billed on a lump sum basis by task as noted in the following breakdown:

- Phase I: Single Family Stormwater Assessment Evaluation: \$12,716
- Phase II (contingent on Phase I decision) Assessment Roll Update: \$2,415
- Phase III (Optional): Non-Ad Valorem Assessment Update Training: \$4,526

DRAFT FEE SCHEDULE
STORMWATER UTILITY ASSESSMENT EVALUATION & UPDATE
VILLAGE OF NORTH PALM BEACH, FLORIDA

Task Number	Tasks	Vice President	Senior Associate	Principal Engineer / Scientist	Assistant Engineer / Scientist	Admin Support	Labor Hours	Labor Dollars	Other Direct Costs (ODC)	Total Dollars
	(Hourly Rates)	\$250	\$225	\$135	\$115	\$80				
	Phase I: Single Family Stormwater Assessment Evaluation									
101	Meetings	8	4	10			22	\$4,250	\$213	\$4,463
102	Data Collection and Review	2	2	4			8	\$1,490	\$75	\$1,565
103	Single Family Residential Customer Class Evaluation & Tech Memo	8	4	16	10	2	40	\$6,370	\$319	\$6,689
	Phase II: Assessment Roll Update									
201	Update Palm Beach County Formatted Assessment Roll and Submit to County	2	2	10			14	\$2,300	\$115	\$2,415
	Phase III (Optional): Non-Ad Valorem Assessment Update Training									
301	Develop Training Materials	2	2	12		2	18	\$2,730	\$137	\$2,867
302	Train Village Staff to Update Future Billing Rolls	2		8			10	\$1,580	\$79	\$1,659
	Total Phase I and Phase II:	20	12	40	10	2	84	\$14,410	\$721	\$15,131
	Total All Phases:	24	14	60	10	4	112	\$18,720	\$936	\$19,656

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: February 24, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Superior Floor Coatings, LLC to repair and epoxy the concrete floor of the Golf Course Maintenance Building in the amount of \$29,180.00 and authorizing execution of a Contract**

Village Staff is seeking Council consideration and approval of the attached Resolution accepting the proposal from Superior Floor Coatings, LLC to repair, recoat and paint safety lines on the concrete floor of the Golf Course Maintenance building located at North Palm Beach CC.

Background:

The Golf Course Maintenance Building has been neglected for some time and is therefore in need of some repair and updates. Council recently approved the repair of the building's roof as well. The concrete floor is cracked in numerous areas. The scope of work includes the repair of all cracks, application of a vapor control epoxy barrier, and the application of a top coat of pigmented epoxy with non-skid additives and repainting the safety lines.

Quotes:

Village staff worked to obtain quotes from three contractors for this project and received the following:

Superior Floor Coatings	\$ 29,180.00
Garage Experts	\$ 41,995.00
BlackRock Industrial	\$ 25,900.00

While not the lowest quote, Staff is recommending Superior Floor Coatings as the lowest, best bid. BlackRock, which offered the lowest bid, was unresponsive for two weeks despite numerous calls and submitted a bid based upon a review of photos of the maintenance building floors and without visiting the site. The company also expressed concerns about the travel distance. Staff is concerned about the company's ability to perform given this experience.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-34620	Repair & Maintenance - Building & Grounds	\$29,180.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from Superior Floor Coatings, LLC for the repair and epoxy of the Golf Course Maintenance Building floor at a total cost of \$29,180.00, with funds expended from Account No. L8045-34690 (Golf – R&M Buildings and Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM SUPERIOR FLOOR COATINGS, LLC FOR THE REPAIR AND EPOXY OF THE GOLF COURSE MAINTENANCE BUILDING FLOOR AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of repairs to the floor of the Golf Course Maintenance Building at the North Palm Beach Country Club, including the repair of cracks, the application of an epoxy barrier and non-skid additives, and the repainting of safety lines; and

WHEREAS, Village Staff solicited written quotes for the work and recommended accepting the proposal submitted by Superior Floor Coatings, LLC; and

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

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

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

Section 2. The Village Council hereby approves a Contract with Superior Floor Coatings, LLC for repairs to the floor of the Golf Course Maintenance Building at the North Palm Beach Country Club at a total cost of \$29,180.00, with funds expended from Account No. L8045-34620 (Golf Course Maintenance – R & M Buildings and Grounds), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein. Including contingency, the total project budget shall be \$32,098.00.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and SUPERIOR FLOOR COATINGS, LLC, 6206 N.W. Gex Court, Port St. Lucie, FL 34986, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 81-2754169.

RECITALS

WHEREAS, the VILLAGE solicited quotes for the repair and epoxy of the concrete floor of the Golf Course Maintenance Building at the North Palm Beach Country Club ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal/Estimate dated December 14, 2021, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Twenty-Nine Thousand One Hundred and Eighty Dollars and No Cents (\$29,180.00)**. Fifty percent (50%) of the cost shall be paid upon execution of this Contract and the remaining fifty percent (50%) shall be paid upon completion of the Work in a manner acceptable to the VILLAGE.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's

representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
 - C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.
6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the

charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public

records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

SUPERIOR FLOOR COATINGS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DARRYL AUBREY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

Superior Floor Coatings

6206 NW Gex Ct
Port Saint Lucie, FL 34986
info@superiorfloorcoating.com
www.superiorfloorcoating.com
(772) 207-9668

Estimate

Estimate No: 1002141
Date: 12/14/2021

For: North Palm Beach Country Club
golf1901@gmail.com
951 US-1
North Palm Beach, FL, 33408
(561) 860-6975

Description	Amount
Hermetic Neat Epoxy System - Color TBD - Shop/Break Room - 1580 ²	
Surface Prep: Diamond grind existing substrate using 16 grit metal bond diamonds.	\$6,320.00
Primer: Apply up to 6 mils of epoxy vapor barrier. (if-needed).	
Floor Coating: Apply up to 40 mils of 100% solids pigmented epoxy.	
Top Coat: Apply up to 5 mils of pigmented aliphatic urethane with non-skid additives.	
Hermetic Neat Epoxy System - Color TBD - Equipment Storage - 4590 ²	
Surface Prep: Diamond grind existing substrate using 16 grit metal bond diamonds.	\$18,360.00
Primer: Apply up to 6 mils of epoxy vapor barrier. (if-needed).	
Floor Coating: Apply up to 40 mils of 100% solids pigmented epoxy.	
Top Coat: Apply up to 5 mils of pigmented aliphatic urethane with non-skid additives.	
Concrete Repairs - No Warranty on Repairs	\$1,000.00
4" Line Stripes - Safety Yellow - 525LF	\$3,500.00

Superior
Page 1

Superior Floor Coatings - Estimate 1002141 - 12/14/2021

Description	Amount
Customer Requirements:	
1. Pricing based on (1) mobilization, unless otherwise agreed upon. Any additional mobilizations are subject to a MINIMUM \$2,500.00 charge.	
2. Provide restroom facilities	
3. Provide 110AC & 220AC power - minimum 50 amps for 220AC	
4. Provide floor swept clean and empty	
5. Restrict all employees, subs and tenants from floor during installation	
6. Protect floor before and after install. Any damage to the floor after completion is sole responsibility of the customer.	
7. Finished lighting must be installed in all areas of our scope. If finished lighting is not installed, final walk-through must be done with same level of lighting.	
8. Vapor transmission testing	
9. Close area for time needed to install flooring system, including cure time	
10. Provide sufficient parking for trucks/trailers and loading/unloading of material	
11. Provide on-site dumpster	

For billing purposes, all square/linear footage will be verified via field measurements and are subject to change.

Superiors Responsibilities:

1. Provide all labor and materials to perform work
2. Provide GL insurance with limits of \$3M/\$5M and GC named only as additional insured. All other at \$106.50 per party. Does not include per project, waiver of subrogation, or per occurrence coverage.
3. Provide WC Insurance
4. Provide Auto insurance on all vehicles on property
5. Quote includes work performed the hours agreed upon. Can work overnights if allotted for a fee
6. All equipment can be moved for a nominal fee

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum of \$29,180.00. Payable as follows: 50% deposit upon acceptance of proposal and the remaining 50% on day of completion.

All work to be completed in a workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Subtotal	\$29,180.00
Total	\$29,180.00
Total	\$29,180.00

Notes

MH

*Superior
page 2*



Garage Experts Estimate #0817373

January 3, 2022

Bill To: Cory North Palm Beach CC

Expiration Date: February 27, 2022

\$41,995.00 USD

APPROVE

REJECT

Service or product	Quantity & Rate	Discount	Total
GarageFX Flooring™ System Color: Solid color Gray epoxy / flake with ...	6030 x \$5.50	-	\$33,165.00
Diamond grinding entire project area. Concrete crack and divot repairs Remove existing floor coating. Concrete ...	6030 x \$1.00	-	\$6,030.00
Custom striping Striping to outline equipment parking ar...	1 x \$2,800.00	-	\$2,800.00

Subtotal	\$41,995.00
Total Amount	\$41,995.00 USD

Terms & Conditions





STATEMENT OF WORK
FOR
EPOXY & URETHANE HYBRID COATING

Attn:	Mr. Allan Bowman	Date:	January 25, 2022
From:	Blackrock Industrial Group		
Customer Name:	Mr. Allan Bowman	Scope:	Epoxy Flooring – Thin Mil Coating
Estimator:	Barbara Santos	Project:	North Palm Beach Country Club 951 US-1, North Palm Beach, FL 33408
Job Code:	NPALMBEACHCC_001R_2022		

Description	Per SqFt.	Line Cost
Preparation and repair of existing substrate over approximately (+/-) 6,500 square feet. <ul style="list-style-type: none"> - Shot-blast / Diamond-grind the existing substrate to create an environment suitable for mechanical bond of the solution to the substrate. - Patch and repair all minor cracks, divots, and miscellaneous imperfections. 	\$1.00	\$6,500.00
Application of a 100% solids epoxy over approximately (+/-) 6,500 square feet (Color: Grey Industrial Grade Simiron 1100). <ul style="list-style-type: none"> - Apply seal coat of 100% solids epoxy at approximately 200 square feet per gallon. 	\$0.75	\$4,875.00
Application of a 100% solids epoxy grout coat over approximately (+/-) 6,500 square feet (Color: Grey Industrial Grade Simiron 1100). <ul style="list-style-type: none"> - Apply grout coat of 100% solids epoxy at approximately 100 square feet per gallon. 	\$1.00	\$6,500.00
Application of a Chemical Resistant Urethane / Polyaspartic coating over approximately (+/-) 6,500 square feet (Color: Grey Industrial Grade Simiron High-Wear Urethane). <ul style="list-style-type: none"> - Apply Chemical Resistant Urethane / Polyaspartic at approximately 220 square feet per gallon. 	\$0.75	\$4,875.00
Installation of 4" safety line striping (+/-) 525 square feet (Color: TBD) <ul style="list-style-type: none"> - 3 coat system calculated at \$2 per coat. 	\$6.00	\$3,150.00
General Terms & Conditions:		
	Subtotal:	\$25,900.00
	Tax:	\$0.00
	Total:	\$25,900.00
<ul style="list-style-type: none"> - This price includes all taxes, labor, product and miscellaneous supplies. - This application carries with it a five-year warranty for any manufacturer or workmanship related failure. - This Statement-of-Work is valid for 90 days from the date of issuance. - Please see our attached Terms & Conditions document for further information. 		
Deposit	\$14,000.00	Due at the time of crew scheduling and prior to purchase of product.
Progress	\$9,000.00	Due upon completion of all preparation work and prior to product application.
Completion	\$2,900.00	Due at time of completion.



BLACKROCK
INDUSTRIAL

1958 NE 149 STREET, NORTH MIAMI, FL 33181
1-833-BLK-ROCK
ESTIMATING@BLACKROCKINDUSTRIAL.COM

Photos of existing flooring conditions in the golf maintenance building.

6,500 sf of diamond coating to level and repair.

Safety lines for equipment needed.





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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chad Girard, Assistant Director of Public Works

DATE: February 24, 2022

SUBJECT: **RESOLUTION** – Approving the capital purchase of two (2) Suzuki outboard engines from Nick’s Creative Marine, Inc. at a total cost of \$44,500.00

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of two (2) Suzuki outboard engines for the Police Department’s marine patrol boat.

Background:

The Police department utilizes one (1) Contender Boat to patrol the waterways within the Village. The previous boat engines were purchased in March 2015. These engines were placed into service in 2015 and should be replaced every 5 years to maintain service levels and limit downtime.

Purchasing:

In accordance with the Village’s Purchasing Policies and Procedures, Staff obtained three (3) quotes and Nick’s Creative Marine provided the lowest quote:

Vendor	Total Cost
Nick’s Creative Marine	\$44,500.00
Boathouse Marine	\$53,104.00
NV North Service	\$74,784.82

Funding:

During the Fiscal Year 2022 budgetary process, a total of \$50,000 was budgeted for the Police Boat Engine Replacement using “General Revenues” within the five-year Capital Improvement Plan. The “General Revenue” funds for capital items are held in the Village’s CIP fund and are transferred to the project account when the item is ready to be purchased.

The following budget amendment uses \$44,500 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5711-66490	Police – Machinery & Equipment	\$44,500	
K5541-66000	Reserve Expenses - Capital		\$44,500
Total Capital Projects Fund		\$44,500	\$44,500

Surplus:

The existing boat motors will be surplus to the vendor installing the new boat motors. All proposers included this assumption in their bids.

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

Recommendation:

Village Staff requests Council consideration and adoption of the attached Resolution approving the purchase of two (2) Suzuki outboard engines from Nick's Creative Marine, Inc. at a total cost not to exceed \$44,500.00, with funds expended from Account No. K5711-66490 (Police – Machinery & Equipment), declaring two boat motors as surplus property and authorizing their disposal and authorizing the Mayor and Village Clerk to execute the required budget amendment for this capital purchase in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWO SUZUKI OUTBOARD ENGINES FOR THE POLICE DEPARTMENT'S MARINE PATROL BOAT FROM NICK'S CREATIVE MARINE, INC.; APPROVING A BUDGET AMENDMENT TO TRANSFER \$44,500 FROM THE CAPITAL RESERVE ACCOUNT TO THE POLICE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT TO FACILITATE THE PURCHASE; AUTHORIZING THE SURPLUS OF THE EXISTING ENGINES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited quotes for the replacement of the two outboard engines for the Police Department's marine patrol boat and recommended accepting the lowest cost quote submitted by Nick's Creative Marine, Inc.; and

WHEREAS, in order to fund this capital purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer funds from the Capital Reserve Account to the Police – Machinery and Equipment Capital Account; and

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

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

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

Section 2. The Village Council hereby approves the purchase of two Suzuki outboard engines for the Police Department's marine patrol boat at a total cost of \$44,500.00, with funds expended from Account No. K5711-66490 (Police – Machinery and Equipment). In conjunction with this purchase, the Village Council approves the surplus of the existing engines and authorizes their disposal in accordance with Village policies and procedures.

Section 3. In order to provide CIP monies to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5711-66490	Police – Machinery & Equipment	\$44,500	
K5541-66000	Reserve Expenses - Capital		\$44,500
Total Capital Projects Fund		\$44,500	\$44,500

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

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

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Nick's Creative Marine
 2280 Avenue L
 Riviera Beach FL 33404
 561-844-4555

Sold To: Estimate # 01-EST653

MIKE ABRAMCZYK
 NPB POLICE DEPT

HP 954-444-5367 SUZUKINIK@YAHOO.COM

Estimate	Salesperson	Customer	Tax Number	Date	Charge	PO Number
01-EST653	nscafidi	2409		2/10/2022	N	

SKU	Description	Qty	Retail	Price	Extended
DF300APXW4	DF300APXW4	1	44500.00	44500.00	44500.00

- NEW 2022 TWIN DF300 25"
- SERIAL NUMBER TBA
- ALL NEW RIGGING, PROPS, GAUGES.
- 5 YEAR FACTORY WARRANTY

Parts	44,500.00	Labor	0.00	Other	0.00
-------	-----------	-------	------	-------	------

Sale Total	44,500.00
Shop Supplies	0.00
Tax	3,115.00
Grand Total	47,615.00
Deposits	0.00
Amount Due	47,615.00

From: [Boathouse marine](#)
To: [Davis Keith](#)
Cc: [Boathouse marine](#)
Subject: Engine quote
Date: Thursday, February 10, 2022 4:55:56 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you for the opportunity to quote you a price on a pair of new Suzuki 300 HP motors 25" in white.

\$53,104 plus tax of \$3,717.28=\$56,821.28

The above price includes for following:

Remove existing engines and all rigging
Place old engines on pallet and place old rigging in a box (if not traded in)
Prep and clean transoms for new motor installation
Installation of two new Suzuki 300 HP fly-by-wire motors
New Suzuki dual electronic controls
New Suzuki key switch and safety lanyard
New Suzuki start/stop panels
New wiring harnesses from control box to engines
New Suzuki color display units (2) included in price
New 16" Suzuki stainless steel props (2)
Five (5) year Suzuki warranty
Financing is available through Synchrony Bank as low as 5.99% for 5 years with good credit.

We look forward to working with you and thank you for the opportunity to provide you with pricing on new Suzuki outboard engines.

I do not have any 300's in stock today. Delivery of motors is starting to improve and we hope to order some more motors in the coming weeks.

Feel free to call me with any questions that you might have?

Regards,

Steve

Steve DiChicca

Sales Manager
Boathouse Marine
2124 Broadway

CAUTION – This email originated from outside of the Village. Please do not open any attachments or click on any links from unknown sources or unexpected email. If you are uncertain please contact the IT department before opening.

Estimate # : 302200 Retail

Start Date : 02/27/20

Complete : NO

Written by : Mike Parramore

NV North Service
139 Shore Court
North Palm Beach, FL 33408

Boat ID/Name : 27 Contender
Boat Make :
Boat Model :
Boat Hull # :
Registration :
Location :
Engine 1 :
Engine 2 :
Engine 3 :
Trailer :

19479 Mike Abramczyk
560 US 1
North Palm Beach, FL 33408

H (561) 848-2525 W () - C (561) 863-3012

		[Work Performed]			
Operation	Type	Date	Quantity	Each	Price
6000	RETAIL	Estimate to repower with 300 Mercury Verado DTS V8s. Retail price for these engines: 300XL \$30480., 300CXL \$31020.			
		-----Parts-----			
	:	300 CXL Verado	1.00	31020.00	31,020.00
	:	300XL Verado	1.00	30480.00	30,480.00
				Labor Total :	0.00
				Parts Total :	61,500.00
				Sublet Total :	0.00
6000.1	RETAIL	Estimate to repower. Replace all existing engine rigging with Mercury DTS rigging. I will quote this with round digital gauges. Depending on your dash configuration there is also the option for a Vessel View monitor instead. This would increase the cost by approx \$1500.			
		-----Labor-----			
		02/27/20 Labor			3,600.00
		-----Parts-----			
	:	8m0151556 Steering tilt helm kit	1.00	1890.00	1,890.00
	:	Enertia propeller with hubs	2.00	790.00	1,580.00
	:	8m0167283 hoses 4ft	2.00	160.53	321.06
	:	892517 Bulkhead fitting	2.00	27.36	54.72
	:	892520 Tee fittting steering	2.00	35.07	70.14
	:	8m0167292 Hoses steering	1.00	258.89	258.89
	:	892438K06 hose kit	1.00	127.39	127.39
	:	892451t30 14 pin main harness	2.00	287.59	575.18
	:	8m0079499 Dual DTS rigging kit	1.00	3064.00	3,064.00
	:	8M0135626 SC1000 round gauge kit	1.00	1356.50	1,356.50
				Labor Total :	3,600.00
				Parts Total :	9,297.88
				Sublet Total :	0.00
2000	RETAIL	Trade in value for pair of 2015 suzuki 200s with 3000+/- hours, with rigging. We must inspect engines before trading in.			
		-----Parts-----			
	:	Pair of 2015 200s with rigging	-1.00	0.00	0.00
				Labor Total :	0.00
				Parts Total :	0.00
				Sublet Total :	0.00

Estimate # : 302200 Retail

Start Date : 02/27/20

Complete : NO

Written by : Mike Parramore

NV North Service
139 Shore Court
North Palm Beach, FL 33408

Boat ID/Name : 27 Contender
Boat Make :
Boat Model :
Boat Hull # :
Registration :

CHARGE CUSTOMER SUMMARY

Amount Previously Billed : \$0.00
Payments Received : \$0.00
Current Balance :
Total Balance Due : \$0.00

WORK ORDER PRICE SUMMARY

Total Parts : 70,797.88
Total Labor : 3,600.00
Miscellaneous Supplies : 0.00
Equipment Charges : 0.00
Total Labor Discounts : 0.00
Total Parts Discounts : 0.00
Total Sublet Discounts : 0.00
Other Charges : 386.94

Total Work Order : \$74,784.82

--

Mike Abramczyk
560 US 1
North Palm Beach, FL 33408

Invoice Date :
Invoice Number :
Amount now due : \$0.00

NV North Service
139 Shore Court
North Palm Beach, FL 33408

Payment Amount : _____
Check Number : _____

Please detach and return stub with payment.

Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
Beginning Balance			\$88,407
Transfers in:	<u>Resolution / Ordinance</u>	<u>Amount</u>	<u>Total</u>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
Total Transfers in			\$660,000
Less: Purchases			
<u>Description</u>	<u>Resolution #</u>	<u>Amount</u>	<u>Total</u>
<u>Fiscal Year 2022</u>			
Community Center Playground Equipment	Resolution # 2022-08	3,315	
Webstreaming	on 2/24/22 agenda	39,690	
Boat Engine Replacement	on 2/24/22 agenda	44,500	
Total Purchases			(87,505)
CIP Fund Available Balance			\$660,902

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

Strategic Result : People and Organizational Performance	Department : Police
Project Name : Patrol Boat Engine Replacement	Year(s) : 2022
Project Description : <p>The Marine Unit patrol boat engine had a 6 year warranty and will be due for replacement in 2022.</p>	
Link to Strategic Plan : <p>Maintaining and replacing the boat engine within the warranty period will be an operational benefit and cost savings for the Police Department.</p>	
Need, Justification, Benefits : <p>Replacing the boat engine allows for safe operation of the patrol boat and response to calls for service. The propensity is for the boat engine to wear rapidly and require repairs that are more often in frequency and more expensive. Replacement of the boat engine within the 6 year warranty time frame will reduce the additional costs associated to repair the boat.</p>	
Location & Area Map	Project Photo
	
Comments :	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Patrol Boat Engine Replacement					
Strategic Result :	People and Organizational Performance					
Department :	Police					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction						0
Vehicle						0
Equipment	50,000					50,000
Other						0
Total Budget	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Funding Sources :						
General revenues	\$50,000					\$50,000
Impact fees						0
Grant revenues						0
Debt Service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
Total Revenues	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)	No significant impact. A replacement boat engine warranty will cover most repair items and regular maintenance costs will be less					
Grant Information	N/A					



VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

MINUTES: NOVEMBER 2, 2021

1. Jim Peterson called North Palm Beach General Pension of the Board to order at 9:05 AM and called roll. Those persons present included:

TRUSTEES

James Peterson, Chairman
Alan Kral, Trustee
Paul Wieseneck, Trustee
Myrna Williams, Secretary

OTHERS

Scott Baur and Amanda Kish, Administrator (Resource Centers)
Blake Myton, Investment Consultant (SunTrust)
Bonni Jensen, Attorney (Klausner Kaufman Jensen & Levinson)

2. REPORTS

Attorney: Klausner Kaufman Jensen & Levinson (Bonni Jensen)

Mrs. Jensen provided an updated on the custodial and investment consultant contracts. She reviewed the contracts in details and provided an attached addendum. The Board held a discussion regarding the Investment Consultant fees and the custodial fees.

- Trustee Paul Wieseneck moved to approve the Investment Advisory Agreement, Trustee Alan Kral seconded the motion and the motion passed unanimously.
- Trustee Alan Kral, moved to approve the Custodial Agreement for Truist, Trustee Paul Wieseneck seconded the motion and the motion passed unanimously.

3. APPOINTMENT OF PAUL WIESENICK

The Board appointed Paul Wieseneck for new term of two years.

- Trustee Alan Kral moved to approve appointment of Paul Wieseneck, Trustee Myrna Williams seconded the motion and the motion passed unanimously.

4. APPROVAL OF MINUTES

The Trustees reviewed the Minutes for August 3, 2021.

- Trustee Alan Kral moved to approve the Minutes November 2, 2021, Trustee Paul Wieseneck seconded the motion and the motion passed unanimously.

5. REPORTS

Investment Consultant: SunTrust (Blake Myton)

Mr. Myton addressed the board on the performance of the plan for the 3rd quarter. He stated that the USA outperformed international stocks. He continued to review the market environment.

Returns on total portfolio was -.16% compared to the benchmark of -.14% The fiscal year return was 17.85% compared to the benchmark of 16.26%. Total equity was -.32% versus -.30%. While fixed income and short term were .10% and .05% respectively. The portfolio market value as of September 30, 2021, was \$20 million. This is reflective of a loss of \$211, 812.22. Mr. Myton continued to review the portfolio and changes made.

Mr. Myton informed the Board that he will be presented an Investment Policy Statement at the next meeting.

- Paul Wieseneck made a motion to approve the quarterly investment report. The motion received a second from Jim Peterson, approved by the Trustees 4-0.

Administrator Report: Resource Centers (Amanda Kish)

Mrs. Kish presented the COLA calculations to the Board for review.

- Alan Kral made a motion to approve the COLA calculations. The motion received a second from Myrna Williams, approved by the Trustees 4-0.

Mrs. Kish presented the 2022 Meeting Dates to the Board.

6. PLAN FINANCIALS

The Board reviewed the Warrant dated November 2, 2021.

- Trustee Paul Wieseneck moved to approve warrant dated November 2, 2021, and Trustee Alan Kral seconded the motion and the motion passed.

7. OTHER BUSINESS

8. PUBLIC COMMENTS

No members of the public had any comment

9. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday, February 1, 2022 @ 9:00 AM, Paul Wieseneck made a motion to adjourn the meeting at 9:57 AM. The motion received a second from Alan Kral, approved by the Trustees 4-0.

Respectfully submitted,

Myrna Williams, Secretary

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD

December 9, 2021

Chairman Robert DiGloria called the meeting to order at 2:00 PM in the conference room of the North Palm Beach Village Hall located at 501 US Highway One, North Palm Beach, FL. Those persons present were:

TRUSTEES PRESENT

Robert DiGloria, Chairman
Erik Jensen
Robert Coliskey

TRUSTEES ABSENT

OTHERS PRESENT

Amanda Kish, Resource Centers
Bonni Jensen, Klausner Kaufman Jensen & Levine
Steve Stack, Highland Capital
Kerry Richardville, AndCo
Sara Carlson, Foster and Foster

ITEMS FROM THE PUBLIC

There were no public comments.

MINUTES

The minutes from the August 2021 had been presented for the Trustees review and approval.

Robert Coliskey made a motion to approve the minutes dated August 2021. The motion received a second from Erik Jensen and was approved by the Trustees 3-0.

DISBURSEMENTS

Mrs. Kish reviewed the disbursements which had been presented in the Trustees Packets.

Erik Jensen made a motion to approve all disbursements. The motion received a second from Robert Coliskey was approved by the Trustees 3-0.

EXPERINCE STUDY

Mrs. Carlson reviewed the summary of the recommended assumption changes. The recommended changes were Amortization Method, Investment Return, Salary Increases, Mortality Rates, Retirement Rates and Withdrawal Rates. Mrs. Carlson reviewed each assumption change in detail. If the Board adopts all the changes the city contribution will increase to 5.45% with a funding ration 89.7%. The Board held discussion regarding the investment return. The Board suggested lowering the investment return to 7.45% and change all other assumptions.

Robert Coliskey made a motion to approve lowering the assumption of 7.45% and all other assumption changes. The motion received a second from Erik Jensen was approved by the Trustees 3-0.

HIGHLAND CAPITAL

Steve Stack of Highland Capital appeared before the Board to present the Quarterly Manger Report for the quarter ending September 30, 2021. He reported on the current market environment Growth out continued to outperformed value. He reviewed the total return summary stating the cumulative return for the quarter was -.0.21% compared to the benchmark 0.27%. The asset allocation was

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD

December 9, 2022

\$19,066,104.00 for the quarter ending September 30, 2021. The fiscal return was 17.00% Mr. Stack did not recommend any changes to the portfolio and thinks that it is positioned nicely.

ANDCO

Mrs. Richardville appeared before the Board to present the Investment Report for the quarter ending September 30, 2021. The Board asset classes had positive returns. The US economy growth has slowed during the 3rd. Inflation continues to increase and is well above the Federal Reserve Bank. The asset allocation increased from \$33,883,793.00 to \$34,261,983.00 Mrs. Richardville went on to review the quarterly report in detail explaining it was a positive return for the quarter which was .15% placing in the 3^{4th} percentile. The fiscal year date return was 20.56.% compared to the benchmark of 18.72%. She further reported equities were down -0.59% beating the policy of -0.57%, total fixed income 0.22% versus the bench of 0.05%. Real Estate was up for the quarter at 5.62% versus the benchmark of 6.95%. Mrs. Richardville continued to review the individual manager performances. Mrs. Richardville stated that fiscal year performance is outstanding.

ATTORNEY REPORT

Request for Board to Initiate Project Analysis:

Mrs. Jensen informed the Board that the Union would like to use the plan actuary for projection analysis to increase the benefit cap.

Robert Coliskey made a motion approve study done for the benefit cap increase and the union will need to pay for the expenses. The motion received a second from Erik Jensen was approved by the Trustees 3-0.

Federal, State and Local Death Benefits:

Mrs. Jensen presented a Federal, State and Local Death Benefits. The PSOB program provides a death benefit in the form of a one-time lump sum payment to eligible survivors. The death benefits are payable for in line of duty death in the amount of \$370,000.00. Mrs. Jensen continued to review the memorandum.

Federal Death Benefit and COVID Memorandum:

Mrs. Jensen informed the Board that of recent COVID bill that was recently presented to legislation. Under the act a police officer who dies or comes totally disabled due to COVID-19 qualify for federal benefits. The Police office must meet four criteria for line of duty death. Mrs. Jensen reviewed the four items need.

ADMINSTRATORS REPORT

2022 Proposed Meeting Dates

Mrs. Kish presented the 2022 proposed pension meeting dates. Mrs. Kish informed the Board that the auditor will not be able to attend the February and requested to move the date to February 2nd.

Robert DiGloria made a motion to adjourn the meeting at 3:09 PM. The motion received a second from Robert Coliskey and was approved by the Trustees 3-0.

Respectfully submitted,

Robert Coliskey



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY JANUARY 11, 2022**

Present:

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

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

Not Present:

Jonathan Haigh, Member

Council Member:

Darryl Aubrey, Mayor

I. CALL TO ORDER

Chairman Cross called the meeting to order at 7:00 PM.

A. ROLL CALL

All members of the Planning Commission were present except Mr. Haigh who was absent.

II. APPROVAL OF MINUTES

The Minutes of the December 7, 2021 Regular Meeting were approved as written.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. 2022-0002 Paradise Villas Tiki Hut

Application by Paradise Villas NPB COA Inc. for installation of two tiki huts on the east and west sides of the existing pool area.

Mr. Hubsch presented the Staff report and recommendation. The applicant is seeking to install two tiki huts adjacent to the existing pool at Paradise Villas. Paradise Villas contains two five-story buildings, which are located along the Earman River, immediately east of Frigates Bar and Grill. The pool is located between the two

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

buildings, along the riverfront. The tiki huts will be consistent with setbacks and size allowances within the R-3 Zoning District. The proposed tiki huts will be 140 square feet each, will be twelve (12) feet tall, and will be setback ten (10) feet from the rear property line. The roof of the tiki hut will be thatched with palm fronds, similar to many tiki or chickee huts throughout the Village. Staff is recommending approval.

Thomas McIlroy, Paradise Villas Board President, 108 Paradise Harbour Blvd., was present to represent the project.

Eric Sitko, Association Manager, 108 Paradise Harbour Blvd., was present to represent the project.

The Planning Commissions members discussed whether there were any plans for underneath the chickee hut and whether gas grills are allowed for safety concerns. Discussion ensued whether gas grills are allowed per the code, and whether it needs review by the Fire Marshall.

The Chairman asked for comments from the public.

Debra Cross, 2560 Pepperwood Circle S., spoke in opposition to the project.

The Chairman closed the public comments.

Motion: Dr. Kennedy moved to approve the application as submitted with the condition that it is approved by the Fire Marshall. Mr. Solodar seconded the motion, which passed 6-0.

2. 2021- 2343 Master Sign Plan for 9267 Prosperity Farms Rd

Application by Signarama WPB on behalf of Fazlul and Zarna Investment LLC for creation of a master sign plan.

Mr. Ahrenholz presented the Staff report and recommendation. The plaza is the Village Grocery convenience store. The other two bays are currently vacant, but proposed to be occupied by a gym called Dynamic Fitness. The property received approval for parking lot changes, paint colors and landscaping updates in April of 2021. The paint colors have been updated, but the parking lot is still under construction. There is currently no master sign plan but the applicant seeks to establish a master sign plan with the new tenant coming in. The proposed master sign plan will permit white or blue internally illuminated channel letter signage to be allowed through a building permit for future tenants. The proposed blue color is a different blue than the recently painted building. The existing Village Grocery sign is an internally illuminated white channel letter sign with thin font. The proposed sign for Dynamic Fitness has thicker channel letters than the existing sign and a logo. Though they are the same sign type, there will be inconsistency in font, font size and color between the two signs. Staff does not recommend any conditions of approval.

The Chairman asked for comments from the public. Seeing there were no comments, the Chairman closed the public comments.

The Planning Commissions members discussed whether the sign criteria should state that channel letters be individually mounted to the building; whether tenants will have a choice between two font types, font size and colors within the sign plan; and whether the signs will be internally lit.

Minutes of Village Planning Commission Regular Meeting held on January 11, 2022

Motion: Ms. Dewitt moved to approve the application as submitted with the condition that individual channel letters be added to the criteria. Mr. Hicks seconded the motion, which passed 6-0.

3. 2021-2203 Bellagio Dental Implant Center

Application by Ferrin Signs on behalf of HNK LLC for installation of a building wall sign with waiver.

Mr. Ahrenholz presented the Staff report and recommendation. The property recently completed construction of façade changes, approved at the August Planning Commission meeting, and it was known at that time that the applicant would need to bring signage back before the Planning Commission. The owner and tenant is Bellagio Dental, and they are proposing a new wall sign and a waiver. Suite 1, faces Northlake Blvd., Suite 2 is in the middle and Suite 3 is in the rear. The dentist's office occupies Suite 3, has obtained a business license and is open for business. As they are the owner and also tenants, they are requesting a waiver to allow a wall sign to face Northlake Blvd. Per the Code, the Suite 1 façade would only be allowed to have signage for the tenant of Suite 1. Suite 1 is presently vacant and ultimately the dentist's office would like to expand forward into the building, but there is too much space for their business at this time. They have proposed to place the Bellagio sign above Suite 1, along Northlake for better visibility. As part of their proposed plan, they will agree to only allow a future tenant in Suite 1 to have window signage. Staff recommends approval with the following conditions:

1. A future tenant for suite one shall utilize window signage only, and
2. Additional signage above Suite 3, above the Bellagio Dental Implant Center entrance, will not be permitted unless the proposed sign is removed.

Dr. Rose Farrah, 517 Northlake Blvd. Ste. 3, North Palm Beach, was present to represent the project. Dr. Farrah stated that it is her intent to eventually take over the entire building for her dental practice.

The Chairman asked for comments from the public. Seeing there were no comments, the Chairman closed the public comments.

The Planning Commissions members discussed whether there is a sign concept for this multi-tenant building; how was the proposed allowable sign size calculated – for the suite or for the building; and discussion regarding the option that the owner could reduce the sign size to 20% and make it the building name to allow a tenant in Suite 1 to have a wall sign

Motion: Mr. Hogarth moved to approve the application and waiver as submitted with the condition that Suite 1 only be able to utilize window signage. Mr. Solodar seconded the motion, which passed 6-0.

B. BOARD OF ADJUSTMENT

1. 932 Shore Dr. Appeal – Continued to February's meeting

Application submitted by NP Management LLC for an appeal to the administrative denial of permit 2021-1516.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- The 200 Yacht Club project is moving forward to Village Council, tentatively scheduled for January 27, 2022. There is a group of residents that are in opposition to the project, possibly a petition against the project is circulating around. The developer is considering changing the live/work spaces in to pure commercial space, after speaking with the Council members.
- The Zoning in Progress Ad Hoc committee is moving forward. There is a meeting planned for January and again in February, with the hope to have permanent code changes to bring before the Planning Commission in March.

B. Commission Member Comments:

- Recommendation to move the February meeting to the second Tuesday to give staff additional time to prepare with the short turn around between the January and February meetings.
- Status of the hedge change along Prosperity Farms Rd. in front of Harbour Isles where the fence is closest to the waterway.
- Status of the fence project at the Synagogue on Prosperity Farms Rd.
- Participation of Members via zoom attendance and spotty connections with the call in numbers.
- Status of temporary sign permits.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 7:44 PM.

Minutes typed by Jane Lerner

Village of North Palm Beach Recreation Advisory Board Agenda January 18, 2022 at 7:00 p.m. Anchorage Park

Chairman	Bob Bell	(X)	Vice Chair	Don Grill	(X)
Member	Maria Cassidy	(X)	Member	Paul Beach	(X)
Member	Stephen Heiman	(X)	Member	Rita Budnyk	(X)
Member	Mia St John	(X)	Recreation	Stephen Poh	()
Council Rep.	<u>Deborah Searcy</u>	(X)	Leisure Services	Zak Sherman	(X)

Call to Order:

Roll Call:

All board members present. Dr. Searcy Council representative was present.

Approval of Minutes:

Motion to approve by Don Grill. Second by Stephen Heiman.

Board Discussion on Meeting Rules and Policies:

Discussion ensued concerning public participation at recreation board meetings. Goal was to provide some sort of structure around public participation so that such participation didn't turn into lengthy discussions or debates. Stephen Heiman made motion for new policy that included time limits for public comments. The motion was as follows: Public comment shall take place at the beginning of the meeting and only at the beginning of the meeting and will be limited to 3 minutes per speaker, per meeting. If the comment merits discussion by the Board then a motion can be made to add the item to New Business for that meeting. If the motion is seconded and is approved by a majority, then the Board can discuss. If there is no motion or it does not pass it could be added to next month's meeting if desired. The motion was seconded and approved unanimously by the Board. Rita Budnyk then added to the discussion and made a motion for people to fill out a card (or info on a piece of paper if cards were not available) (just like people do at Council meetings). Don Grill seconded the motion and the Board unanimously approved. Zak said he'd make sure we had cards available for the next meeting.

Public Comment:

Note: Board altered agenda a bit to accommodate engineers from Engenuity Group and 2GHO who were both presenting on the Dry Storage area. Specifically, on the Civil engineering plans and landscaping plan. So public comment actually ensued after their presentation (the Board was okay with allowing them to go first so they didn't have to stay for the whole meeting). I'll add public comment here as usual, but just remember it actually came after the Dry Storage Engineering Plans update under Old Business.

Chris Ryder: Dory Rd. South. Needs assessment. I think Board should take a look at needs assessment. Plans on storage. Looking at change of one side. Other side should be looked at. Pushing walkway on

Anchorage. Two walkways that are separated by 30-40 feet of grass. Include the parking on south side because it's going to be difficult to turn trailers around. New fence will be the same as 90% of existing fence. Adding mangroves in place of sea grapes is absurd. Putting back mangroves is crazy. If we have to dredge we would have to deal with that. Seagrapes would have to be moved. Storage is moved to south. Expand research to see if trailers can be turned around in the trailer parking. Move everyone from north and relocate people. Impervious surface uses Geo grid. We don't have to deal with runoff. Catch basins. Use Geo grid under trailer parking. Tiedowns in side yard. Village should provide tiedowns.

Directors Report:

- **Accomplishments**
- **Ongoing projects**
- **Programs and events**

Lakeside Park:

- Berm
 - Met with Katharine from Environmental Quality Inc. January 12 to discuss further berm improvements.
 - We have \$30k set aside to do more work; specifically, to improve the viewshed.
- New Swing Set area
 - Still waiting on ADA ramp to swing set path to be installed
- Pull up bars
 - Still waiting on pull up bars to be installed.
- Precision
 - Trimmed some overhanging sea grapes.
 - Will be trimming some branches overhanging the new berm work, so that more sun can shine through to the new plantings.
- Signage
 - Installed new sign inside pavilion.
- Pressure washed front sidewalk/split rail fence
- Ranger
 - Jim is scheduled for Parking Enforcement Specialist Training at Broward College on January 20-21 in Davie, FL.
 - At the January 13 Council meeting, Community Development will be updating which sections of the code can be enforced by Civil Citation and establishing a fine schedule.
 - Once Jim goes through the training, he'll be able to give tickets out for any of these violations which pertain to the parks. For example, using the boat ramp without a sticker; parking in unauthorized parking areas.
 - Ranger's golf cart has an expected delivery date of June.
- Atlantic Road entrance to park
 - Plan to rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park.
- Lakeside Circle
 - Discussing installing split rail fence at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park.

Anchorage Park:

- Transfer of dry storage grant to playground
 - Have approval to move forward.
 - Trying to finalize designs.

- Dry Storage
 - Engineers delivered Civil Engineering Plans.
 - We met with Chad and Andy to go over plans and address any concerns.
 - Stephen is coordinating with engineers for them to attend Rec board meeting on January 18, Planning Commission meeting on February 1, and Environmental Committee meeting on February 7.
 - If they are unable to attend the Rec board meeting on January 18 due to short notice, we'll have them attend the meeting on February 8.
- Benches
 - New bench installed in front of building.
 - Installed new memorial bench in Southwest portion of park.
 - Removed bench from out back of building (it was pretty rusted).
- Plumbing
 - Plumber finishing up with Anchorage Park (today they are working on our washtub); they finished with the library already.
- Big dog park
 - Already opened.
 - Small dog park is now closed for maintenance.
 - Right now we're seeing extra activity because one of the dog parks in Gardens is closed.
- Tennis Courts
 - Replaced nets & posts.
- Signage
 - Public Works installed two new kayak launch signs, one by launch area and one by the road.
- Kayak Launch area
 - Stephen is working with a contractor to get a quote for cleaning up the launch area and making it safer.
- Outdoor trash bins
 - Public Works installed new trash bins and removed some old ones.
- Pavilions
 - Hartzell pressure washed and resealed 5 pavilions

Marina:

- ADA parking space and sidewalk installation
 - Still waiting to get project started.
- Boat ramp
 - Waiting for PW to install one more set of non-slip covers on the ramps (they already installed two).

Community Center:

- Crane damage
 - A crane working on T-Mobile tower did some damage to grounds on December 18.
 - Cracked sidewalk has been repaired; ball field repaired; turf rolled.
 - Waiting on Precision to replace some sod.
 - Once all invoices are collected, we'll be seeking reimbursement from T-Mobile per previous conversations.
- Fence
 - Replaced portion of fence that runs along the parking lot to the Pavilion.
- Playground grant
 - Got approval to move forward.
 - Updated quotes are already in place.

- We just need final approval from Council on the 27th and then we can proceed.
- Total cost for playground replacement is \$53,314.27.
- We'll be piggybacking off an existing RFP.
- Fence around playground will also be removed and replaced at later date.
- For this project, we received a grant from the state (FRDAP) in the amount of \$50,000.
- This grant does not require a match from the Village.
- Soccer
 - Soccer registration was extended to January 10 for all ages: 6-8, 9-11, and 12-14.
 - As of 1/14/22, we have fifty-three 6-8 years old; forty 9-11 year olds; and sixteen 12-14 years old.
 - Evaluations got pushed back a couple days due to weather.
 - Players ages 9-11 had evaluations Thursday, January 13 at 5:30pm.
 - Also, because we only got 16 signups for 12-14 years old, we extended registration a few more days. Evaluations for 12-14 got postponed until next week.
- Minis Soccer (ages 3-5)
 - Tuesday is full (12 kids), Monday is full as well (12) (actually, we are over capacity as 27 signed up).
- PickleBall
 - Been getting 40-50 people daily.
 - On Tuesday, January 11 we had 70!
- New Rec Supervisor
 - Conducted interviews on January 5.
 - Finalist drove in from Georgia for a meet and greet on Wednesday, January 12.
 - We offered him the position.
 - He met with HR and will review the offer letter before deciding.
- Signage
 - Public Works installed three new handicapped signs in front of main building (to replace three that were taken out due to rust).
- Benches
 - New bench installed in front of main building.
- Pressure Washing
 - Pressure washed front entrance area.
- Plumbing
 - Our plumbing contractor will be taking care of Community Center next (both indoor and outdoor restrooms).
 - They will also be replacing some rusted handicap grab bars.

Osborne Park:

- Grant
 - Got approval to move forward with new basketball court; however, we need to turn in a boundary survey and may need to have someone do a new one.
 - Getting new quotes as well since we know that prices have risen.
- Bottle filler stations
 - Waiting for Public Works to install.
- Community Garden
 - All beds are full and we have one person on the waitlist.
 - The one person on the waitlist has agreed to plant one of the Community beds.
 - Next meeting might be on January 29.
- AED

- Been having issues with AED beeping.
- Company came out last week to inspect.
- The pads needed to be replaced.
- Baseball Field
 - Still waiting on Haverland to underground two pipes sticking through fence. They have been there for years.
 - Getting quotes from Haverland for sod and coquina stone to redo warning track.
- Benches
 - Will be getting memorial bench installed by Community Garden soon.
- Plumbing
 - Plumbers finished taking care of plumbing needs at Osborne already (both indoor and outdoor).

Veterans Park:

- Pavers
 - Repairs have been approved but still working on scheduling the company to begin the job.

Special Events:

- **Santa's Trolley Rides**
 - Friday, December 17 at Veteran's Park/Library
 - Had a great turnout!
 - Staff/Friends of the Library served refreshments.
 - Children enjoyed the "snow" machine, making crafts with Library staff, and seeing Santa.
- **Upcoming Events:**
 - Bus Trip: Machu Picchu Exhibit at Boca Museum
 - Thursday, January 20 (see Bill for more details)
 - Beats N Bites
 - January 15 from 5-9pm at Anchorage Park.
 - Enjoy music from "On Monday Band" and food from Chick-fil-A, Kona Ice, and drinks from Bonner Mobile Bar.
 - Got about 200 people.
 - Maria noted it was dark during the event.
 - Zak said usually light isn't an issue because staff line up food trucks, which have lights, around the grassy bowl area. But without all the trucks, it was darker than usual.
 - Zak provided update on issues with food trucks. The food trucks are having difficulty complying with new Fire code standards. The Village is enforcing the standards but no other municipalities (that we know of) are doing likewise. This means that other municipalities can still get food trucks while we cannot. In the meantime, we are looking for alternative food options for events.
 - Hot Cars and Chill
 - January 29 from 12-4pm at Anchorage Park.

Library:

- Programming
 - Read for the Record:
 - In case you haven't seen the video: https://www.youtube.com/watch?v=29ENah_PzP8
 - First day of Great Courses Lectures was January 5th.
 - Professor Jennifer Paxton, Director of the University Honors Program and Clinical Assistant Professor of History at the Catholic University of America presents The Celtic World and what it means to be Celtic from past to present day.

- 8 residents watched two episodes of the series and are excited to come back next week for two more.
 - Interesting fact about the Celtic: The ancient Celtic people (and the Romans for that matter) used to rinse their mouths with urine to clean their teeth and whiten their smiles ☺
 - Adult Book Club was January 6th
 - The book was Greenlights by Matthew McConaughey, a memoir of the actor's life, and was met with mixed reviews
 - 14 members discussed the actor's book over coffee and shortbread cookies
 - The next book club is scheduled for February 3rd and the book is Harlem Shuffle by Colson Whitehead.
 - Joseph Tringali (former Council member) author talk
 - January 11 at 10:30am at Library
 - 8 people were in attendance.
 - Friends of the Library canceled January meeting due to COVID concerns and will meet in February
 - AAUW also canceled their meeting due to concerns about COVID but are planning on meeting again in March
 - **AARP Tax Aide** is back at the library and will be starting February 2nd and run every Wednesday and Friday from 9:00-12:30 until April 15th.
 - They are using both Bob's Garage and the Obert room like last year where the actual tax aide volunteers will be set up in Bob's Garage and the people waiting will be in the Obert Room.
 - Some things that might be different:
 - AARP is requiring masks for their volunteers and residents who want their taxes done and they are also utilizing Plexiglas shields and spacing people 6 feet apart since so many of their volunteers are more susceptible to COVID.
 - Residents will be helped on a first-come first-served basis, no appointments will be taken.
 - If the AARP volunteers notice that too many people walked in and not all of them will be helped that day, they may schedule an appointment for those individuals to come back another day and be helped first.
 - This can only be done in person and is at the discretion of AARP Volunteers.
- Staffing
 - Amada Ginsberg is filling in at the front desk at Anchorage for 3 months. The vacant Administrative Assistant position will not be filled this budget year. The plan is to convert that position into a different position in FY23. The Administrative Coordinator at the library will take over all Admin duties for Leisure Services starting October 1, 2022.
 - Meagan Hurd assumed all PR duties for Parks and Recreation
 - This includes the newsletter, e-newsletter, website, and social media.
 - All staff in parks and recreation as well as in the library are taking security awareness training through IT.
 - This is something staff take annually.
- Sunday hours
 - Staff conducted a 3-month study of Sunday hours.
 - Currently, the library is open Sundays from 1-5PM.
 - Historically, Sunday has always been a slow day with little foot traffic.
 - During Covid restrictions, the library was closed on Sundays from March 2020 to October 2021.
 - Although patrons asked us when we were opening up on nights and Saturdays again (during Covid restrictions), no one ever mentioned Sundays.
 - Since October 1, 2021, the library has only been averaging 7 patrons per day.

- To staff a Sunday, 13.5 staff hours are needed. That's 3 staff members working 4.5hrs each, from 12:30-5PM. In addition, it's 4.5hrs of utilities.
- Administration feels those staff members and hours can be better utilized elsewhere. For example, on our afterschool program, special events, and Community Center (where we have been understaffed for years). Another possibility is staffing Anchorage building from 9-1PM on Sundays.
- Julie and Zak will discuss this with Library Board in January.
- If everyone is on board with discontinuing Sunday hours, a possible start date could be April 3.

New Business:

- **Heritage Day Parade**
 - **Putting Competition**

Zak gave brief update on Heritage Day 2022. Main difference this year will be the addition of a Friday event at Osborne on April 1 from 6-9pm with a golf cart parade on the west side.

Rec board said they would again facilitate the putting competition.

- **Lakeside Park**
 - **Basketball court**
 - **Golf Cart Parking**

Discussed basketball court at Lakeside Park. No basketball hoop on one side (the side closest to the pavilion). The pavement on that side is also cracked and in need of repair. Should we fix it or take that whole side out since it is not being used? We could add a horseshoe area or bocce ball area. Rita asked about the square footage of the courts. Paul Beach asked us to look into a beach Pickleball area. Because it might be low impact. The Board said they would go to the park and check out the area.

Golf cart parking. There is an area at the front of the park where you could fit a good number of golf carts for parking. Rita said it was a good idea to have golf cart parking. Zak said staff would work on a proposal/drawing for the golf cart parking and report back to the board.

Old Business:

- **Policy Guidance related to wet slips & dry storage**
 - **NEW Waitlist Acknowledgement form**

Discussed new wait list sign-up form for boats, boat trailers, and RVs. It's three pages. Lists the costs and information on each spot. Also lists a certain number of bullet points that people need to read and sign off on. The last page includes a staff only area where staff can list the person's position(s) on the waitlist. After the form is signed by a resident, staff makes a copy for the resident. Staff saves the original as an electronic file. Stephen asked if staff would send this new form to people who are currently on the list and ask for acknowledgment of receipt. Zak said he'd work on logistics with staff. Zak also asked if there was a standard for boat insurance. He also stated that in the past we didn't always collect the declaration page, only a card for proof of insurance.

- **Dry Storage Engineering Plans**

Welcome Emily and Kevin from 2GHO, who will be discussing landscaping plan. Welcome Adam from Engenuity, who will be discussing civil engineering plan.

Updated cost estimate, landscape plans, layout hasn't changed. All materials are the same. Security gate remains. But wash will be widened for turning. Two lanes. Southside will be resurfaced. Northside will have new drainage. New pavement requires stormwater drainage. Filtration.

Don: Will wash down be collected?

Adam: no, there will be an added drainage.

Paul: concerning pavement, can we sheet it?

Adam: we are just milling and resurfacing. We can't change the drainage pattern.

Paul: The catch basin is an added expense.

Adam: The storage area will be millings, which are considered Impervious.

Don: Drainage at wash. Add catch basin at the start, rather than at the end. Pick up where the asphalt is being distressed, rather than down the line.

Adam: Regrade or add catch basin. Underground lines with FPL. Getting quote for new area. It will be one continuous surface. There will be delineated lines to separate the spots.

Don: any boat or vehicle will be dirty under the oak tree.

Dr. Searcy: Can you drive an RV in through the storage area?

Kevin: westside has a lot of space. We did an auto simulation to ensure that the turning, maneuvering would work.

Rita: Would a boat cover protect from the tree? This part with the tree cover would be a larger boat.

Emily: it may be a good idea to relocate the tree. The walkway got moved to maximize the storage. Three oak trees will be relocated. Maybe add the oak inside to relocation plan? There will be a little overhang with the three large trees outside, but shouldn't be too bad. Along the water, mangroves, sea grapes, Buttonwood stay. We plant along water's edge with mangroves. Hedge all along backside with maintenance path. Sabal palms to fill in gaps. Over time mangroves will fill in nicely on north side.

Dr. Searcy: Distance from fence to waterline?

Adam: 30 to 50 feet.

Chris Ryder: to property line?

Adam/Kevin: 75 to 90 feet.

Emily: mangroves will be great in future. We will be leaving the existing mangroves and adding some more.

Kevin: we need to add clusters of plantings. Mangroves close to shoreline. Root system will stay. 8-foot fence. Plantings will grow to 8 feet. Native material. Encouraging no erosion. Hedge will be Clusia in back. It grows well in low light and is salt tolerant. Cocoa palms is in front.

Zak: is it possible that residents will see something at first?

Kevin: yes, as it's growing in. And we will plug-in foliage as we remove. There are many ways to go about it. Plant hedge and then start removal of exotics.

Paul: are we looking at day parking?

Kevin: not at this time, but we will start by the time it ends.

Maria: can we move the oak in the storage area to playground?

Kevin: good idea and we will have other relocations as well.

Don: timeline?

Emily: complete Drawings.

Paul: is there electricity?

Dr. Searcy: for what purpose?

Paul: outlet on light post to use a buffer, waxer.

Don: how many light posts?

Kevin: 13 light posts. For security purposes we have lights.

Rita: I like electricity, but it could be problematic to have work being done.

Bob: no work should be done, but outlets could be advantageous.

Zak: swipe cards for gate?

Engineers: yes, pricing will include a swipe card system.

Kevin: We just need answers on the oak tree and outlets.

Member Comments:

Stephen asked for a crew update. Zak talked about how Seacoast was doing a new force main in the proposed new crew location so crew can't move over to their new spot until at least the end of summer. Rita mentioned her concerns about surface in storage area. Making sure the drain basins are where they should be. Don asked about maintenance on Sand volleyball courts at Anchorage Park. Dr. Searcy asked if staff inspect the parks in the evenings. Zak said that staff inspect the parks when they're here for nighttime events and after late meetings. Paul asked about damage to grass at Anchorage from various trucks driving to the pavilion. Zak said

staff talked about blocking that area off and putting a sign that says to see attendant if in need of overflow parking. The situation will probably sort itself out once the south storage side becomes day parking.

Adjournment:

Motion to adjourn by Don Grill at 8:30pm. Second by Maria Cassidy.

Village of North Palm Beach Recreation Advisory Board Minutes February 8, 2022 at 7:00 p.m. Anchorage Park

Chairman	Bob Bell	()	Vice Chair	Don Grill	(X)
Member	Maria Cassidy	(X)	Member	Paul Beach	(X)
Member	Stephen Heiman	(X)	Member	Rita Budnyk	(X)
Member	Mia St John	(X)	Recreation	Mia Griner	(X)
Council Rep.	__Susan Bickel__	(X)	Leisure Services	Zak Sherman	(X)

Call to Order:

Don Grill called meeting to order.

Roll Call:

Bob Bell Absent. Bob had a couple work conflicts and let us know Tuesday morning. All other Board members were present. Staff members were Mia Griner and Zak Sherman. Council representative was Susan Bickel.

Approval of Minutes:

Approved minutes from January. Zak had already turned in revised minutes to correct one typo involving public comment. Motion by Maria Cassidy. Second by Paul Beach. All in favor.

Public Comment:

Chris Ryder: Very disappointed about new motion for limits on public comment. Concerns about sunshine law violation. If you're going to limit the comment to three minutes for public, then the village council should also be limited.

Directors Report:

- Accomplishments
- Ongoing projects
- Programs and events

Lakeside Park:

- New Swing Set area
 - ADA ramp has been delivered and will be installed this week.
- Pull up bars
 - Pull up bars have been delivered and will be installed this week.
- Precision

- Will be trimming some branches overhanging the new berm work, so that more sun can shine through to the new plantings.
- Ranger
 - Jim completed Parking Enforcement Specialist Training at Broward College on January 20-21 in Davie, FL.
 - Community Development is still internally working through how to manage the issuance of code enforcement tickets.
 - They will be recreating a new code citation/ticket template that we could use to make parks tickets.
 - We also need to figure out where the tickets will be paid.
 - We're fine with having people pay them at Anchorage.
 - Community Development should have a draft ticket template to send around shortly.
 - Ranger's golf cart has an expected delivery date of June.
- Lakeside Circle
 - Ordered split rail fence to install at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park.
- Atlantic Road entrance to park
 - Will also rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park.
- Trail entrance from Lakeside Dr.
 - Plan to add another piece of split rail fence to block people from driving over bushes/wheel stop into park. See photo below (where the red circle is).
 - Total cost of all 3 fence projects to be about \$3k.

Anchorage Park:

- New Playground
 - Got four different designs/quotes.
 - All four have some level of shade but only two have a big shade structure that covers a significant portion of the playground.
 - Currently, we're waiting on final designs from our two favorites, along with revised quotes.
 - Mia St. John looked over what we have so far and made some suggestions.
 - Don Grill asked what the life is on turf? Zak said he'd email one of the reps to find out.
 - Board asked if we'd have separate fenced in area like we do now. Zak said no. We'll still have a fence between the playground and the roadway area.
 - Board asked about ADA swings. Staff said they have at least one.
 - Will shade structure be hurricane rated? Will staff need to take it down? Zak said he'd email one of the reps to find out. Could the company that installs it take it down? Zak to check with rep.
 - Board asked if we'd be getting ADA mulch. Zak to check with rep to see if quote was for regular mulch or ADA mulch.
 - Zak will also check on annual maintenance. Can we purchase an annual maintenance contract for the new equipment?
- Dry Storage
 - Engineers delivered presentation to Recreation Board on Civil Engineering and Landscaping Plans.
 - Engineers also presented at the Planning Commission meeting on February 1 at 6:30 p.m. and will present at the Environmental Committee meeting on February 7 at 6:00 p.m.
 - Plans are 60% complete.
 - I reached out to residents on Inlet Road to let them know about the plans and the meetings.

- I also let the landscape engineers know that the main concerns would be the proposed maintenance path and the removal of any dead, diseased, exotics, and invasives along the water.
- Question was raised about Geo Grids:
 - Engineer Adam Swaney stated: These are good for stabilizing loose soil so it can be driven on, but you already have a fairly stable dirt parking lot now, so I don't think these would add much to what you already have out there. I would not recommend using these here as it would be a substantial cost for limited practical benefit. If the intention is to improve the area with asphalt, then this doesn't seem like the way to go.
 - Our PW engineer Chad Girard stated: I am generally in alignment with Adam. There would be a significant cost to install, and I personally believe the cost would be better spent on asphalt or concrete. If everyone was expecting the final product to look like grass parking then this would be a viable option. I'm not sure that is the expectation though. Also if there are any oil or fuel spills they would be difficult to contain.
 - Chad further added: I don't know what the lifespan or durability of the geogrid material is. I do agree with the discussion about using the millings. In my opinion it is not a preferred option. If the desire was for the Village to keep more greenspace then I would propose paving the driving aisles with concrete (preferred) or asphalt, and then have the parking spaces be geogrid. The geogrid would provide the ability to delineate the spaces better than the millings, which is a plus. However, I am having trouble reconciling that the geogrid would be better for the environment as a whole. If there are any fuel and/or oil spills in grass, how would they be remediated? If that were to land on concrete or asphalt it would be able to be contained and captured prior to entering the storm system. I'm not sure we will know if those things are occurring if it is over grass. Long story short, you have a few choices.
 - Keep going as is with millings (not my preference).
 - Do the entire area as concrete or asphalt. (Concrete would provide less of a heat island effect.)
 - Do the entire area as geogrid. (less drainage required)
 - Do the dry storage as concrete/asphalt drive aisles and geogrid parking spaces.
- Engenuity will factor in a fire hydrant.
 - They will work with Seacoast.
 - They estimate the construction cost to be \$40-80k.
- After the Planning Commission meeting, Kevin Smith from 2GHO noted:
 - From the meeting last night, I thought that the commission thought of the overall surface as a fully asphalted surface. Not that the millings make it permeable but the thought of a large solid surface seemed to be a big issue. But we do need to look at a geotech grid system and use gravel. Maybe just in the drive aisles, or vice versa. Similar to Option D but with gravel (see attachment).
 - Lighting. We were a bit unprepared to talk lighting last night. But it will be a big issue. The Commission seemed to be concerned with overlight as well. We will need a solution, plan and photometrics before coming in front of them again.
- Zak added:
 - Thanks Kevin. Yes, sounds like everyone would like something permeable but something that doesn't cost an arm and a leg. I guess the Village wanted millings because of the low cost.

Would geogrid accomplish permeability and still give us the hard surface? Does this drive the cost up considerably?

- Kevin replied and asked Engenuity:
 - Keith/Adam – See Zak’s comments. Can we look at a geogrid option? Best bet would be to use the geogrid on surfaces where the boat trailer would be turning and distributing the gravel. We had proposed a Turf Block Paver option (‘D’) but was cost prohibitive.
- Hurricane anchors
 - At two residents mentioned hurricane anchors in each of the boat/RV parking stalls.
 - These anchors are used by boat owners to attach ratchet tie-down straps from their boat to the anchors in a storm.
 - All spots in new storage will either be 30 or 40 ft spots. What happens if we install the anchors but someone has a different size boat? Also, does this open the Village to more liability? Public Works has recommended against us installing the anchors.
- South side
 - Engenuity will also take a look at the South side.
 - We’ll need that area for day parking once the new storage opens.
- Comment was raised about revenues for Dry Storage. After the meeting, Zak checked Revenue projections for FY22 and the department was projected to collect \$140,500 from wet slips and dry storage combined.
- Board asked question how many lightpoles would be in the new storage enclosure. Zak said he’d find out.
- Planting of mangroves: could lead to permitting/dredging issues in the future.
- One inlet Road resident is concerned about how the north side cleanup would look once it is finished. Discussed phased in approach to cleaning up the vegetation. Access could be an issue once the new fence enclosure is constructed.
- Rita expressed concerns about fencing.
- The three main issues with the project seem to be the surface, lighting, and proposed northside cleanup.
- Paul stated that cost is a concern. Geotech is expensive. Milling’s are the cheapest.
- Rita expressed concerns about planning, pricing, and discussed the cost benefit analysis. She believes the cost benefit analysis is not good. She asked how many more spots are we getting?
- Zak said 3.
- Rita said the smaller boats make up the majority of the storage lot. We are also charging under market value and not gaining many spots.
- Don spoke about the fencing, that the police didn’t want a solid wall, that they wanted something that they could see through for visibility. He stated that the fence chosen was the best option because it is a security fence. Surface is a budget item. Hedging: some like it, some don’t.
- Zak stated that Emily spoke before the environmental committee.
- Palm Beach Gardens High School
 - Will be using North volleyball courts afterschool for new girl’s sand volleyball team.
 - In return for using our courts, we’re proposing an interlocal agreement for shared use of facilities along the same lines as we did with TCS.
 - Their season runs from February through April.
 - This does not interfere with TCS because they will be using the Community Center court for their boys volleyball team.

- Water fountain
 - Removed fountain under small pavilion on east side of bowl (by Seacoast enclosure).
- Benches
 - Adding memorial bench by playground.
- Plumbing
 - Plumbing repairs completed at Anchorage.
 - Had to have them out two more times though to unclog women's restroom outside.
- Outdoor restrooms
 - Women's restroom door for handicapped stall has been ordered and will be delivered/installed soon.
- Kayak Launch area
 - Got one quote from Saffold for cleaning up the launch area and making it safer (about \$7k).
 - Stephen working on a second quote with Geotech company.
- Trail, leading to Boat Ramp area
 - Will be adding bollard in middle of trail so vehicles cannot pull in that area to park.
 - Paul Beach suggested we look into getting a permit for that. Zak said he'd talk with Stephen about it and run it by Community Development.

Marina:

- ADA parking space and sidewalk project has been started.
 - Flying Scott failed initial inspection, but then passed on re-inspection.
 - Sidewalk is now complete; waiting for it to dry.
 - Saffold will be coming out soon to complete the handicapped parking space; and Mike's Aluminum will be coming out to install a railing.
- Boat ramp
 - Waiting for PW to install one more set of non-slip covers on the ramps (they already installed two).

Community Center:

- Crane damage
 - All invoices were received and turned in to T-Mobile for reimbursement per previous conversations.
 - Still waiting on Precision to replace some sod.
- Playground grant
 - Got final approval from Council on the 27th to proceed with the project.
 - Total cost for playground replacement is \$53,314.27.
 - Order was processed on February 28.
 - Manufacturing process takes 3-4 months.
 - That puts us somewhere between May and June for construction.
 - Fence around playground will be removed and replaced at later date (if needed).
 - For this project, we received a grant from the state (FRDAP) in the amount of \$50,000.
 - This grant does not require a match from the Village.
 - We also plan to install seating around the playground.
- Pickleball
 - We consistently have 40-50 people every day at Pickleball, with some days totaling over 60-70 participants.
 - Split is typically about 50/50 resident/non-resident.
- Soccer

- Games started Thursday, Feb. 3rd.
- We have 5 teams in the 6-8 division and 3 teams in the 9-11 division.
- Ages 12-14 was canceled due to low sign-up.
- Team names this season are all various countries to honor World Cup happening later this year.
- Minis
 - Still going well. Have many parents asking about next session (Basketball beginning in April).
- Camps
 - Spring Break Camp
 - March 14-17, ages 8-14.
 - 80% confirmed for activities.
 - One trip each day and gym games the remaining time.
- Summer Camp
 - Planning is in full swing!
 - First week will begin June 6th and run 8 weeks, ending July 29th
 - Ages 8-14
 - Calendar of events/trips to be posted in May newsletter.
- Basketball
 - Planning on partnering with Perseverance in order to increase our participation numbers. To be confirmed soon.
 - Board asked about sponsorship opportunities for sports. Zak said we need to work on a sponsorship packet. But yes, we'd love to get sponsorships for sports.
- New Rec Supervisor
 - Offered position to Jimmy Lovett III from Keysville, Georgia.
 - He is looking for a place to stay, so let me know if you hear of a vacancy.
 - Since 2015, he's been working with the Burke County Recreation Department as an Athletic Coordinator.
 - They have a small staff and has risen as high as he can go unless someone leaves or retires. He's looking for a place to learn and grow.
 - He currently supervises all sports in the County, including boxing, pickleball and tennis.
 - He handles contracts, agreements, and reservations.
 - He has a Bachelor of Science in Sports Management from Georgia Southern University and a Masters of Business Administration from the University of Phoenix.
 - He is a certified Youth Sport Administrator (CYSA) and recently won an award for initiating a knockerball league during Covid. The award was for an Innovative Program idea.
- Plumbing
 - Plumbing contractor to begin work at Community Center next (both indoor and outdoor restrooms).
 - They will also be replacing some rusted handicap grab bars.
- Restroom by concession stand
 - PW ordered additional lighting for the outdoor bathrooms at the Community Center by the concession stand. Had a few complaints about low/dim lighting from parents attending soccer practices.

Osborne Park:

- Grant for basketball court
 - Boundary survey has been completed and turned in.
 - Waiting on final approval to proceed before going to Council for final approval.

- Got one revised quote so far for \$59k.
- Bottle filler stations
 - Waiting for Public Works to install.
- Community Garden
 - All beds are full and we have two people on the waitlist.
 - Two people have agreed to take care of two of the Community beds.
 - Next meeting will be February 8 at 5:30 p.m. at Anchorage Park.
 - In the future, Wednesdays at Osborne building will be open for monthly meetings from 5:30 p.m. to 6:30 p.m.
 - Planning Grand Opening Event on March 12th from 10 a.m-12 p.m. (more details to come soon).
- Baseball Field
 - Haverland is coming out to underground two pipes that are sticking through fence.
 - In their place they will install a quick coupling so someone could still water fields.
 - Will be in a box underground, just like the water meter boxes.
 - Getting quotes from Haverland for sod and coquina stone to redo warning track.
- Benches
 - Will be getting memorial bench installed by Community Garden soon.
- Plumbing
 - Plumbing repairs completed at Osborne.

Veterans Park:

- Pavers
 - Pavers have been repaired except for one small section (they will be coming back). Pavers are now actually finished.

Special Events:

- **Beats N Bites**
 - January 15 from 5-9pm at Anchorage Park.
 - Music from "On Monday Band" and food from Chick-fil-A, Kona Ice, and drinks from Bonner Mobile Bar.
 - Chick-fil-A sold out in about an hour and then left.
 - Without food trucks, the bowl area was dark and people left early.
 - Had about 200 people in total.
- **Annual Booksale**
 - January 25 through 29 at the library.
 - Presale was the 25 and public sale from 26-29.
 - Made \$2,286.68. Previous year (2021) was \$2,490.00.
- **Hot Cars and Chili**
 - January 29 from 12-4pm at Anchorage Park
 - 12th year of the Hot Cars & Chili at North Palm Beach Recreation
 - Had really good turnout!
 - Event was well attended and most of the chili lasted for the whole event.
 - Recreation Board asked staff to make sure chili vendors make enough chili.
 - Music by Show Band On Wheels from noon to 3:00 p.m.
 - FOL sold beer, wine, hot chocolate, and koozies.
 - FOL cleared \$792.53 after expenses (that number included tips as well).

- Staff grossed \$993 on beer sales; \$860 on car entry fees and t-shirts; and \$2,458.00 on wristband sales.
- Scoop Coop ice cream had a good day of sales as well.
- The only downside was lack of food/drink options.
 - Because there were no food trucks, people started leaving early to go have lunch.
 - Needed other food options for kids.
 - People wanted soda as well.
- 2022 Hot Cars Winners
 - NPB Mayor's Choice
 - ***Dave McCullough, 1939 Ford Rumble C, Car #70***

 - Top NPB Resident Car
 - ***Clare Skinner, 1974 MGB, Car # 56***

 - People's Choice
 - ***1st place - Clay Scott, 1950 Chevy Truck, Car #36***
 - ***2nd Place - Jason Daniels, 1953 Plymouth Suburban, Car #60***
 - ***3rd Place - Clare Skinner, 1974 MGB, Car #56***

 - Participant's Choice
 - ***1st place - John Chely, 2006 Jaguar XK8 Jaguar, Car #69***
 - ***2nd Place - Regina Hammer, 1967 Ford Galaxy, Car #16***
 - ***3rd Place - Rodney Mondello, 1963 Corvette, Car #22***

 - Staff's Choice
 - ***1st place - Ed Stebbins, 2006 Jaguar XK8 Jaguar, Car #1***
 - ***2nd Place - Regina Hammer, 1967 Ford Galaxy, Car #16***
 - ***3rd Place - Rodney Mondello, 1963 Corvette, Car #22***
- 2022 Chili cook-off Winners
 - Best Decorated Booth
 - ***Sons of BBQ, First Presbyterian Church, (#8)***

 - Judge's Choice
 - ***1st Place - Rajun Cajun Caribbean Chili, Hobo's Restaurant in NPB, (#7)***
 - ***2nd Place - Kiwi Classic Chili, Sons of BBQ, (#8)***

 - People's Choice
 - ***1st Place - Kiwi Classic Chili, Sons of BBQ, (#8)***
 - ***2nd Place - Floribama Vennison Chili, (#3)***
- **Bus Trip: Machu Picchu Exhibit at Boca Museum**
 - Thursday, January 20
 - 20 people attended Boca Museum to see a virtual reality art exhibit of Machu Picchu ruins.

- One lady said it was on her bucket list to see the ruins, but now she is 80 and cannot make the trip; this was the next best thing, she said.

Upcoming Events:

- Bus Trip
 - Airboats excursion at Everglades Holiday Park and butterfly world.
 - Thursday, February 10.
 - Includes guided tours.
- NET Team Block Party
 - Saturday, February 12 from 12 p.m. to 2 p.m.
 - Program purpose is to engage residents on west side of Village.
 - Program to take place at 740 Alamanda Drive (resident is allowing us to use their property).
 - Will have one bouncy house from Jupiter Bounce and will be cooking hamburgers and hotdogs.
 - We are only advertising to the residents who live in NET team area.
- Movie in the Park
 - Saturday, February 12 at dusk at Anchorage Park.
 - Showing 1955 version of Lady and the Tramp with free popcorn.

Library:

- Programming
 - **AARP Tax Aide** is back at the library.
 - Tax help started February 2nd and will run every Wednesday and Friday from 9:00-12:30 until April 15th.
 - They will be using both Bob's Garage and the Obert room like last year where the actual tax aide volunteers will be set up in Bob's Garage and the people waiting will be in the Obert Room.
 - Great Courses has been switched to Tuesdays to accommodate AARP and had a total of 8 in attendance
 - Author Charles Todd author program February 9 at 10 a.m.
- Facilities
 - Downstairs bathroom fan is being repaired, parts are being ordered.
 - Library's grass is looking a little brown lately so Precision company was contacted and made aware of its condition.
- Staffing
 - Library is currently interviewing for one Library Clerk.
 - Parks and Recreation posted for a Recreation Assistant (one staff member was let go for failure to report for work in over two weeks).
 - Stephen will be attending FRPA conference in St. Petersburg from Wednesday through Friday next week.
- Sunday hours
 - Library Board approved motion to discontinue Sunday hours at the Library starting Sunday, April 3, 2022.
 - Staff to be scheduled at Community Center on Sunday from 9-1 or park cleanup.

New Business:

- **Perseverance Basketball presentation by Mia Griner, Recreation Supervisor**

Staff member Mia Griner (Recreation Supervisor at the Community Center) gave presentation on using Perseverance Basketball to run our basketball league this Spring. We've partnered with them

in the past to run skills based clinics with scrimmages. They assisted in setting up clinics with two weeks' notice. Got great feedback from younger age group. It's an opportunity for kids to actually learn the sport from qualified coaches. Their coaches are actually staff members. The older age groups also preferred the league style. We also used them in the past for youth summer day camp in August 2021. Had approximately 15 to 20 participants. They estimate that we would be able to register 125 players. They host programs in other nearby cities and usually have a waiting list. We could draw in those kids that are on the waiting list. Age groups would be from kindergarten through ninth grade. One practice and one game per week would be guaranteed. We're checking to see if an agreement would need to go to counsel. Staff would collect all the registration money and then pay Perseverance a fee based on how many kids actually sign up. The cost to participants would be higher than our normal \$75/85 prices. We could possibly charge \$95/105 or \$100/\$125. However, this is still low compared to what they charge in other cities. In the past, at JCC, Perseverance charges \$185 per participant. The season would run 8 weeks, so if a resident had to pay \$100, that cost would be for 8wks. That cost also includes a jersey and a trophy.

Essentially, Perseverance said NPB could keep 100% of registrations, but then pay Perseverance a fee that is based on how many participants sign up. Their breakdown is as follows:

1-49 participants: \$5,000
50-99 participants: \$7,500
100-149 participants: \$10,000
150-199 participants: \$12,500
200-249 participants: \$15,000
250-299 participants: \$17,500

Perseverance estimates that we'd be able to sign up 125 kids. (because we'd also be drawing from their current waitlists). So, for example, if we signed up 125 kids at \$100 per kid, we'd bring in \$12,500. We'd then have to pay Perseverance \$10,000. That would leave us \$2,500 to pay for things such as jerseys, trophies, referees, etc. In addition to the cost based on the number of participants, there would be a coaching staff fee – 2 coaches (\$20/hr each) x 90 hours = \$3,600.

Projected costs for jerseys, trophies, referees, etc. are as follows:

\$14 per jersey
Referees – 2 officials (\$32 per official per game) x No. of games =
\$8 per trophy
\$200-\$300 for basketballs

For 125 kids, and for 45 games, this would cost about \$5,930.

Without using Perseverance, we're projecting that we'd only get about 60 kids to sign up. At our usual rates (and pretending that all 60 were residents), that would only bring in \$4,500 (60 x \$75 per kid).

Don asked if getting coaches was an issue for sports. Mia said no, not typically. Mia also stated that perseverance has large waitlists of kids and that we'd be able to get those kids to sign up for our league.

Board made motion to support staff in their effort to contract with Perseverance to run the Spring basketball league. They left it to staff to set the cost per participant. Motion made by Mia St. John. Second by Maria Cassidy. All were in favor.

- **Anchorage Park Playground Update**

Item was actually covered during Director's Report (see Director's report section).

- **Food Trucks Update**

Issue with food trucks. The Florida Fire Prevention Code is adopted by the State Fire Marshal at three year intervals as required by Chapter 633.202, Florida Statutes. This complex set of fire code provisions are enforced by the local fire official within each county, municipality, and special fire district in the state. Therefore, it's a state wide regulation that all municipalities are supposed to follow. Unfortunately, as far as we know, North Palm Beach is the only one following it at the moment. Per the regulations, each food truck has to have their gas lines inspected by a certified gas line inspector. The inspection is good for one year. However, it has been hard trying to find anyone willing to do the inspections because of liability. Recently we found one company called LP solutions who would do the inspections. We got permission to actually invite them out on site and pay them to inspect the food trucks. It's \$200 per truck. He would like to inspect 15 trucks at once. We're trying to set it up for May 14 for another beats and eats event. The trucks would have to come in at 11 AM for a 5PM event. However, the trucks are concerned about coming in so early. They are also concerned about what the actual inspection entails. They don't want their gas lines taken apart or anything installed on them. Our food truck broker was going to call LP solutions to figure out what the inspection entailed. Also, whenever we call a truck to inform them about this new certificate that they need, usually they don't know anything about it. So it's hard to have a conversation with a vendor who doesn't know anything about the new rules. And then they always ask why they should we comply with these rules when no one else is enforcing it? Luckily, for heritage day, we have carnival food and sons of barbecue so far, along with an ice cream truck.

- **March's meeting (Election is March 8)**

March 8 is election night. So we won't be able to meet at Anchorage Park. We will need to move our meeting. March 15, the following Tuesday, is a good suggestion. Motion by Rita to move the March 8 meeting to March 15. Motion was seconded and all were in favor.

Old Business:

- **Board Discussion on Public Participation**

Public participation. Zak said that at the January meeting we should've allowed public comment first, just after approval of the minutes. Zak stated he made the decision to allow the engineers to present first so they could leave early and not have to stay too long. Don stated that the board had always allowed guests to present first and then leave. Zak also said that he creates the agendas and put the public participation agenda item near the top of the agenda instead of putting it in new business where it should've been. Zak discussed Len's email that advises all boards to follow council's example on public participation. That way, when the public attends meetings, they'll know what to expect. Rita stated that people can speak many times at one meeting during a council meeting. Stephen Heiman made a motion for the Board to follow the Village Council procedures for public participation. Three minutes at the beginning of the meeting for public comment for items not on the agenda and allow members of the public three minutes to comment on specific agenda items (through the use of card or otherwise). Second by Mia St. John.

- **Heritage Day Update**

Zak gave update on heritage day. Heritage day will be April 1 and April 2. April 1 will be a kickoff party at Osborne Park. There will be six bouncy houses and a golf cart parade. Golf carts will meet up at the northernmost section of Alamanda Drive. Police will provide two staff members. Anyone on the Eastside of Prosperity who wants to participate in the golf cart parade will meet rec staff at Anchorage Park and be led by rec staff to Alamanda Drive. Saturday, April 2 will be the usual parade at 11 AM and the carnival will start at 12 with rides, carnival food, putting, cornhole, music, etc. Zak invited Kiwanis to heritage day. Don asked if the putting can be moved to another location, instead of being close to the music like last time. Zak said he'd run it by Bill.

- **Lakeside Park Basketball court and golf cart parking**

Zak asked if Board had a chance to visit the basketball court or proposed golf cart parking area. Zak discussed option for basketball court. Currently, only one side is being used (the west end). The other end does not have a pole or hoop. That side is also cracked and in need of repair. Should we repair or take out that side? Discussion ensued as to why that side's hoop got taken out. Chris Ryder suggested that maybe it was taken out because there was a perception that the "wrong" type of people were coming to use it (and that maybe certain residents didn't want them there). Another possibility was that parking became an issue with people coming to play full court basketball games. Overall, the Board doesn't mind repairing cracks in concrete and restoring basketball court. Asked staff to get quote.

Suggestion by Board to use Geogrid **under golf cart parking?**

Zak stated we could probably make a spot for about 10 carts. Stephen wondered if having a designated spot would draw in additional carts. The good thing about having a golf cart parking area would be that the carts wouldn't be taking up spaces meant for cars/trucks. Staff will explore further.

Member Comments:

Adjournment:

Motion to adjourn made by Stephen Heiman at 8:32PM.

**VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: February 24, 2022

SUBJECT: **RESOLUTION – Approval of a seven-year lease-purchase financing agreement with Pinnacle Public Finance, Inc. for the acquisition of one (1) Fire Engine at a total cost of \$822,334.77 and the surplus of one (1) existing Fire Engine.**

During the Fiscal Year 2022 budgetary process, Fire Rescue requested the replacement of one (1) 2002 Pierce Fire Engine through our vehicle financing program. Council was supportive of using the program for this fire apparatus replacement.

Background:

The apparatus to be replaced is a twenty-year-old Pierce Fire Engine that has surpassed its life expectancy and is no longer supported for parts through the manufacturer. The Department is requesting this apparatus be surplused and disposed of through a trade-in.

Fire Rescue’s Apparatus Committee has researched available replacements and have recommended purchasing a Sutphen G9 Body Custom Pumper. This apparatus is compatible with the Department’s current fleet making transition to this apparatus, both in operations and maintenance, seamless.

Purchasing:

The total cost of this apparatus is \$761,175.00. The pricing is established in an existing Sourcewell contract. After deducting the trade-in allowance for our surplus engine (\$10,000.00) and the Prepay Discount (\$18,775.00), the total financed amount is \$732,400.00. Due to supply chain issues causing manufacturing and delivery delays, this apparatus is not expected to be delivered for approximately 22-24 months after the order is received.

Vendor	Contract, etc.
Sutphen (SFEV)	Sourcewell 022818 SUT

Financing:

The following three financing proposals were received for the purchase of this vehicle:

Company	Interest Rate	Amount Financed	Term	Annual Payment	Balloon Payment	Total Cost
Leasing 2	2.98%	\$732,400	7 years	\$85,550.40	\$279,055.00	\$877,907.80
Republic	2.63%	\$732,400	7 years	\$118,988.36	\$0	\$832,918.52
Pinnacle (*)	2.41%	\$732,400	7 years	\$114,954.85	\$0	\$822,334.77

(*) The Pinnacle proposal requires one interest only payment of \$17,650.84 be made in March 2023 (the total cost shown above includes this amount).

Village Staff is recommending accepting the proposal from Pinnacle Public Finance, Inc. All vendors offered a seven (7) year lease, but Pinnacle offered the lowest interest rate (2.41%) with no balloon payment at the end of lease, saving approximately \$55,573 (*) over the life of the lease.

(*) As compared to the Leasing 2 proposal.

Surplus:

The following vehicle will be surplus and traded-in once the replacement vehicle is placed into service:

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

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

Account Information:

Fund	Department	Account Number	Account Description	Annual Amount	Total Payments
General Fund	Debt Service	A8535-49158	Vehicle Lease	\$114,954.85	\$822,334.77

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the lease-purchase of one (1) Sutphen G9 Body Custom Pumper fire engine from South Florida Emergency Vehicles through Pinnacle Public Finance at a total cost of \$822,334.77 over a term of seven years, with funds expended from A8535-49158 (Debt Service – Vehicle Lease), authorizing the Village Manager to execute the necessary Lease Agreements and related documents to effectuate the transaction, authorizing the Mayor and Village Clerk to execute a Purchase Agreement with Sutphen and declaring one (1) vehicle as surplus and authorizing its disposal in accordance with Village policies and procedures.



The above is a photo of the engine that will be replaced.



This is a photo of the Village's newest engine – ordered in late-2018 and received in 2020. The new engine will look similar to this.

RESOLUTION 2022-_____

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

SUTPHEN CORPORATION

**6450 Eiterman Road
Dublin, OH 43016**

PROPOSAL

February 11, 2022

Village of North Palm Beach Fire Rescue
Chief J. D. Armstrong
560 US Highway 1
North Palm Beach, FL 33408

FOR YOUR REVIEW:

We hereby propose and agree to furnish the following firefighting apparatus upon your acceptance of this proposal:

One (1) 2022-23 Sutphen Custom Pumper- G9 Body Contract SOURCEWELL #022818 SUT	\$ 761,175.00
Trade In of 2002 Pierce Pumper	\$ -10,000.00**
Total	\$ 751,175.00

A prepayment discount of **\$18,775.00** can be taken if payment in full is received within the first 30 days following contract acceptance.

Total Price \$ **732,400.00**

Apparatus will be manufactured completely in accordance to the included proposal documents and delivered approximately **24-26 months** after approval of contract, subject to delays from all causes beyond our control. Unless accepted within **30 days** from this date, the right is reserved to withdraw this proposal.

Respectfully submitted by:



Guy Lombardo
Sales Representative

** The Village of North Palm Beach, on acceptance of Sutphen Proposal for a Custom Pumper, agrees that all terms and conditions outlined in BMFA contract to SFEV will be met by them so the value offered can be used as a trade in allowance on the purchase price. Should the Pumper not meet the conditions listed, The Village of North Palm Beach will be responsible to pay South Florida Emergency Vehicles the \$10,000 or make repairs to the truck to bring it up to expected condition.



PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Village of North Palm Beach _____ of Florida _____, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Seven hundred thirty two thousand, four hundred dollars (\$732,400.00) based on 100% payment made within 30 days of contract signing.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 560 US 1 North Palm Beach, FL within approximately 24 to 26 months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment _____ during _____ this _____ period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Florida. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie

in the Palm Beach County Courts, North Palm Beach, Florida, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

PURCHASER

By Guy Lombardo
Sales Representative

THE _____

By _____

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

Title _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph (610) 832-8240

PERFORMANCE BOND

Bond Number: 019066790

KNOW ALL MEN BY THESE PRESENTS, that we SUTPHEN CORPORATION

ESTERO FIRE RESCUE, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto

ESTERO FIRE RESCUE, as obligee (the "Obligee"), in
the penal sum of Five Hundred Sixty Four Thousand Six Hundred Eighty Four and 96/100

Dollars (\$ 564,684.96),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 15th day of August, 2018,
entered into a contract (the "Contract") with the Obligee for
ONE SUTPHEN CUSTOM PUMPER

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

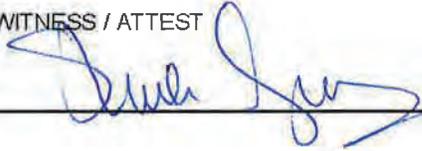
PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligees for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligees by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligees.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 5th day of September, 2018.

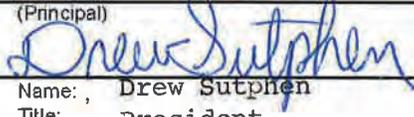
WITNESS / ATTEST



SUTPHEN CORPORATION

(Principal)

By:


Name: Drew Sutphen
Title: President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:


Kimberly G Sherrod Attorney-in-Fact

(Seal)



January 26, 2022

VIA Electronic Mail

Ms. Samia Janjua
Director of Finance
Village of North Palm Beach, Florida

RE: Request for Proposals – Fire Truck Lease Purchase

Dear Ms. Janjua,

Pinnacle Public Finance, Inc., a BankUnited Company, is pleased to provide this proposal to provide lease purchase financing to the Village of North Palm Beach, Florida.

Corporate Overview: In October 2010, BankUnited acquired the public finance business from Koch Financial Corporation and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing financing directly to its state and local government clients and through its vendor programs and alliances.

Since beginning as Pinnacle, our group has funded over 2,350 municipal transactions nationwide totaling more than \$3.3 billion. Pinnacle has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions.

Given that BankUnited is based in Florida, Pinnacle is strongly committed to meeting the needs of our Florida clients. Members of our team have successfully funded more than 50 transactions totaling over \$540 million in Florida. Pinnacle has provided financing to the Village through two capital improvement loans in the aggregate amount of \$15 million in March 2017 and five lease purchase financings of vehicles totaling more nearly \$1.9 million. Pinnacle and the City are currently working on a new transaction that is scheduled to fund in February 2022.

Our proposed terms and conditions are as follows:

- Lessee:** Village of North Palm Beach, Florida (“Lessee” or “Village”)
- Lessor:** Pinnacle Public Finance, Inc., a BankUnited Company (“Lessor” or “Pinnacle”)
- Issue Type:** Municipal lease purchase financing agreement (“Lease”), subject to annual appropriation.
- Amount Financed:** **Option 1:** \$ 751,175 (*No Prepay*)
Option 2: \$ 732,400 (*Prepay*)
- Equipment:** It is anticipated the Village will use Lease proceeds to acquire a fire truck.
- Term:** Eight (8) years

Payment

Frequency: Regular principal and interest payments will be made annually in arrears, commencing March 1, 2024. The lease will require an interest only payment be made March 1, 2023.

Interest Rate: 2.41%

Interest Rate

Expiration: The Interest Rate is firm through March 1, 2022.

Projected

Funding Date: TBD

Payment Amount: Please see the Preliminary Amortization Schedule attached.

Prepayment Terms: Prior to March 1, 2026, the Lease is not subject to prepayment. After March 1, 2026, the Lease will become subject to prepayment in whole, but not in part, on any payment date at a price equal to the remaining principal balance. *Subject to negotiation.*

Documentation: It is assumed this transaction will be documented as Schedule #7 under the Master Equipment Lease Purchase Agreement the City and Pinnacle entered in February 2020.

Acquisition/

Escrow Account: Pinnacle will agree to deposit Lease proceeds in an escrow account with a financial institution chosen by the Village. Pinnacle will require the ability to review the escrow agreement and may request receipt of all draw requests and a regular accounting of the use of Lease proceeds. Pinnacle will require a security interest in the deposited funds. The Village will be responsible for any costs associated with the escrow account.

Pinnacle can offer the Village an internal escrow account held by Pinnacle. This account is non-interest bearing and there is no cost to establish the account.

Additional

Provisions: If the Village intends to use the Lease proceeds to prepay a vendor, Pinnacle will require a payment and performance bond with Pinnacle named a dual obligee.

Pinnacle assumes federal guidelines will be followed if proceeds are used for reimbursement.

Reporting:

The Lessor will request the Lessee agree to provide its CAFR within 210 days of the close of each fiscal year. Additionally, the Lessor will request the Lessee agree to provide such other financial information as the Lessor may reasonably request, including but not limited to, its annual budget for any prior or current fiscal year or subsequent fiscal years. *Subject to negotiation.*

Assignment: It is the Lessor’s present intention to hold the Lease to maturity; however, the Lessor will require that it reserves the right to assign, transfer or convey the Lease (or any interest therein or portion thereof) only to any of its affiliates or to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities. *Subject to negotiation.*

Fees/Closing Costs: None except those listed herein. The Village will be responsible for any fees or expenses with respect to its (i) issuing costs, if any, (ii) Village’s legal counsel, if any, and (iii) title/registration fees, if any.

Pre-Close Requirements: Pinnacle will require a complete executed copy of all transaction documents by noon the day prior to funding (a scanned copy is acceptable). Ultimately, the Lessor will require a complete transcript with original signatures.

**Pinnacle’s Role
As Lessor:**

The transaction described in this document is an arm’s length, commercial transaction between the Village and Pinnacle in which: (a) Pinnacle is acting solely as a principal (*i.e.*, as lessor) and for its own interest; (b) Pinnacle is not acting as a municipal advisor or financial advisor to the Village; (c) Pinnacle has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Village with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Pinnacle has provided other services or is currently providing other services to the Village on other matters); (d) the only obligations Pinnacle has to the Village with respect to this transaction are set forth in the definitive transaction agreements between Pinnacle and the Village; and (e) Pinnacle is not recommending that the Village take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the Village should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Village would like a municipal advisor in this transaction that has legal fiduciary duties to the Village, the Village is free to engage a municipal advisor to serve in that capacity.

Credit Approval: This proposal is subject to credit approval.

This proposal is subject to final credit approval and final documentation. Please feel free to call me at **480-688-4064** with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

Blair Swain

Blair Swain
Senior Vice President, Direct Markets

Preliminary Debt Service Schedule

Option 1

	Totals:	\$843,415.24	\$92,240.24	\$751,175.00	Rate 2.4100%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	3/1/2022					\$751,175.00
1	3/1/2023	\$18,103.32	\$18,103.32	\$0.00	Non-Callable	\$751,175.00
2	3/1/2024	\$117,901.70	\$18,103.32	\$99,798.39	Non-Callable	\$651,376.61
3	3/1/2025	\$117,901.70	\$15,698.18	\$102,203.53	Non-Callable	\$549,173.09
4	3/1/2026	\$117,901.70	\$13,235.07	\$104,666.63	Non-Callable	\$444,506.46
5	3/1/2027	\$117,901.70	\$10,712.61	\$107,189.10	\$344,063.71	\$337,317.36
6	3/1/2028	\$117,901.70	\$8,129.35	\$109,772.35	\$232,095.91	\$227,545.01
7	3/1/2029	\$117,901.70	\$5,483.83	\$112,417.87	\$117,429.68	\$115,127.14
8	3/1/2030	\$117,901.70	\$2,774.56	\$115,127.14	\$0.00	\$0.00

Option 2

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

LEASE FINANCING PROPOSAL

Requested by

South Florida Emergency Vehicles

Representing



Presented To (As Lessee)

Village of North Palm Beach, FL

Proposal Date:	January 11, 2022
Equipment Description:	(1) Sutphen Custom Pumper
Commencement Date:	March 1, 2022
	<u>Option 1</u>
Equipment Cost:	\$761,175
Trade In:	\$10,000
Prepay Discount:	<u>\$18,775</u>
Amount Financed:	\$732,400
Lease Term:	7 Years
First Payment Date:	3/1/2024
Payment Frequency:	Annual
Lease Rate:	2.98%
Payment Amount:	\$85,550.40
Balloon:	\$279,055
Balloon Due Date:	3/1/2031

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:



Leasing 2, Inc.

Contact: Brad Meyers
Phone: 800-287-5155 x12
Date: January 11, 2022
Email: bmeyers@leasing2.com
Web: www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: January 11, 2022 Option Chosen: (where applicable)
Upcoming Governing Body meeting date for lease approval:

Village of North Palm Beach, FL
Name of Lessee

Authorized Signature Date
Printed Name Of Authorized Signature Title
Contact Name (If Different Than Authorized Signature) Contact Phone
Contact E-Mail Address Last month of your budget year?

Please complete the above information and fax or email all pages of the proposal to 813-258-9333 / bmeyers@leasing2.com



** Important: A Resolution will be required with the lease contract **
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.



2525 West State Road 114
 Rochester, IN 46975
 (800) 700-7878
 Fax: (800) 865-8517

www.republicfirstnational.com

January 28, 2022

To: Janjua Samia
 From: Mackie Ozment
 Customer: Village of North Palm Beach

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) 2022-2023 Sutphen Custom Pumper G-9

Unit Cost: \$ 732,400.00
 Trade-In: \$ 0.00
 Net Financed: \$ 732,400.00
 Frequency of Payments: Annual

Term in Years:	<u>5</u>	<u>7</u>	<u>10</u>	<u>15</u>
Payments:	\$ 162,282.16	\$ 118,988.36	\$ 86,777.86	\$ 64,911.78
Factor:	0.22158	0.16246	0.11848	0.08863
APR:	2.61%	2.63%	2.69%	3.33%

Delivery Date: To be determined
 First Lease Payment Due: January, 2024

15 Years: After the Lessee has paid the tenth payment the Lessor or the Lessor's assigns shall set the rate of interest to be paid by the Lessee for the remaining term.

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
 Republic First National Corporation

Mackie Ozment
mackie@rfnonline.com

"When results matter"

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Kenneth Hern, Streets & Stormwater Manager

DATE: February 24, 2022

SUBJECT: **RESOLUTION – Acceptance of proposal from J.W. Cheatham LLC, for milling, resurfacing and striping services for specified Village roadways and authorizing the execution of a contract.**

The Village budgets for milling and resurfacing projects within the five-year Capital Improvement Plan using Infrastructure Surtax dollars.

The milling, resurfacing and striping locations included in this project are as follows: Anchorage Drive South (Lighthouse Drive to US1), Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way. Staff has reviewed the estimated project quantities and are in concurrence with the estimated yardage and tonnage associated with this project. This project is planned to begin within 90 days of Council approval.

These roads were selected based on the pavement condition report that was performed in 2018. A majority of the roads included within this project were identified in poor condition.

The Village's purchasing policies and procedures authorize concurrent competitive purchasing using pricing established in state and local government contracts currently in effect. Staff requested a proposal from J.W. Cheatham LLC utilizing the recent City of Palm Beach Gardens Contract Number ITB2020-124PS (H) that was executed on November 5, 2020. The total cost of this proposal is \$654,047.60. Due to the nature of this project, Village Staff is requesting a project contingency of \$45,952.40 for a total project budget of \$700,000.00. There are sufficient funds available in the Infrastructure Surtax Fund for this purchase (*a summary for the Surtax Fund is included in your agenda backup material for review*).

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds Maintenance	17321-66210	Construction & Major Renovation	\$654,047.60
			Contingency	\$45,952.40
			Total w/ Contingency	\$700,000.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from J.W. Cheatham LLC., to provide milling, resurfacing and striping services for specified Village roadways in an amount not to exceed \$654,047.60, with funds expended from the Infrastructure Surtax Fund Account No. 17321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM J.W. CHEATHAM LLC FOR MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS WITH THE CITY OF PALM BEACH GARDENS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of contractor to perform milling, resurfacing and striping on specified Village roadways (Anchorage Drive South, Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way); and

WHEREAS, Village Staff recommended that the Contract be awarded to J.W. Cheatham LLC pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) with the City of Palm Beach Gardens; and

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

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

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

Section 2. The Village Council hereby approves a Contract with J.W. Cheatham LLC for milling, resurfacing and striping on specified Village roadways pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) with the City of Palm Beach Gardens and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$654,047.60, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation). Including contingency, the total project budget shall be \$700,000.00.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and J.W. CHEATHAM LLC, 7396 Westport Place, West Palm Beach, Florida 33413, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-1928479.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling, resurfacing and striping on specified Village roadways (Anchorage Drive South, Shore Court, Castlewood Drive, Doolen Court, Wettaw Lane, Lehane Terrace, South East Alley, Northlake Drive, Gull Court, Westwind Drive, Flamingo Way, Northlake Court, Hummingbird Way and Eagle Way); and

WHEREAS, the City of Palm Beach Gardens, through its competitive selection process, awarded an Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) ("PBG Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the PBG Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the PBG Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBG Contract. The City of Palm Beach Gardens' Agreement for Miscellaneous Public Works Projects (ITB2020-124PS) ("PBG Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the PBG Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Proposal dated January 12, 2022, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$654,047.60**
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE's issuance of the notice to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (PBG Contract)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the PBG Contract. Extensions or renewals to the PBG Contract or any modification including new products, terms, or price changes to the PBG Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the PBG Contract expires and no new contract is let by the PBG, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the PBG Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not

limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the PBG Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

J.W. CHEATHAM LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DARRYL AUBREY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

EXHIBIT A



**AGREEMENT
FOR
MISCELLANEOUS PUBLIC WORKS PROJECTS**

AGREEMENT NO. ITB2020-124PS (H)

THIS AGREEMENT is made and entered into this 5TH day of NOVEMBER, 2020 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **J.W. Cheatham LLC**, a Florida corporation (the "Contractor"), located at 7396 Westport Place, West Palm Beach, Florida 33413.

WHEREAS, the City desires to retain the services of the Contractor to perform Miscellaneous Public Works Projects in accordance with the City's Invitation to Bid No. ITB2020-124PS, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2020-124PS and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

The Contractor shall perform miscellaneous public works projects, on an as-needed basis as identified in the specifications accompanying the City's Invitation to Bid, and such work projects shall be under the category and items awarded to the Contractor, as detailed in the Award Summary, attached hereto and incorporated herein as Exhibit "A."

Nothing in this Agreement shall be construed as the City's guarantee of work to the Contractor during the term of this Agreement. The City shall assign work based on its needs and priorities. The City shall first solicit price quotations from the designated Primary Vendor based on the awarded rates as shown in attached Exhibit "A."

Where more than one bidder is designated as Primary or Secondary Vendors, the City shall request best and final offers from both vendors at the time price quotations are solicited for a specific project.

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for work that has been completed and has been reviewed, inspected, and accepted by the City, according to the terms and conditions of the Invitation to Bid.

The City shall pay the Contractor based on the rates established in this Agreement and as described on the subsequent City Purchase Order. The Contractor shall not commence any work under this Agreement until a City Purchase Order has been issued for the specific work project, and the Contractor has received written notice from the City to proceed with the work.

The estimated value of this Agreement for all work projects during the five- (5) year term shall be Ten Million Dollars (\$10,000,000) and as may be amended and increased by the City at its sole discretion.

Progress payments shall be made for work completed by the Contractor, and reviewed, inspected, and accepted by the City.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.com

With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor:

J.W. Cheatham LLC
7396 Westport Place
West Palm Beach, Florida 33413
Attn: Thomas P. Uhrig, President
Email: jwctom@jwcheatham.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from January 1, 2021, through December 31, 2025, until the Contractor has completed all elements of work, and the work has been reviewed, inspected, and accepted by the City, inclusive of all warranty periods, unless terminated beforehand as provided for in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement, and upon request make them available to the City for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, pandemics, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

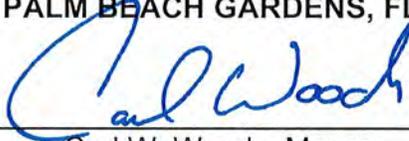
The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

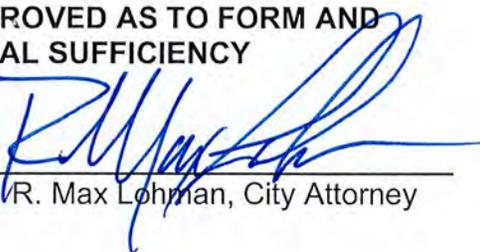
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Carl W. Woods, Mayor

ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

J.W. CHEATHAM LLC

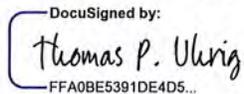
By: 
Thomas P. Uhrig, President

EXHIBIT "A"

EXHIBIT B

J.W.
CHEATHAM
LLC

Road Building &
Earthmoving Contractors

January 12, 2022

Village of North Palm Beach
Public Works Department
645 Prosperity Farms Road
North Palm Beach, FL 33408

Attn: Kenneth Hern, Streets and Stormwater Manager

Ref: Village of North Palm Beach Overlays 2022

Dear Mr. Hern,

As per your request I submit the following proposal to Mill and Overlay the following roadways in accordance with our City of Palm Beach Gardens Miscellaneous Public Work Contract.

Please see Attachment "A"

Qualifications to this proposal are as follows:

1. Engineering, layout and as-builts are not included.
2. Permits and testing are not included.
3. Repair and/or replacement of existing irrigation and landscaping is not included.
4. J.W. Cheatham, LLC is not responsible for pre-existing conditions, i.e., reflective cracking and/or defective cross slopes and profiles.
5. Replacement of traffic loops are not included.
6. Final quantities and payment of unit priced items to be based upon actual measurement.
7. No item included unless specifically stated.
8. Prices based on Four (4) mobilizations.
9. Overhead tree cover needs to be cut prior to the project beginning.
10. Off Duty Law Enforcement officers to be billed separately.
11. Price Includes the removal and reset of parking bumpers on Anchorage Dr. (Pinning of bumpers not included)

Please call should you have any questions.

Sincerely,
J.W. Cheatham, LLC



Jesse Tudor
Project Manager / Estimator

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

Attachment "A"

General

Mobilization	4 EA	@	2,400.00 /EA	9,600.00
Maintenace of Traffic	1 LS	@	62,844.00 /LS	70,044.00
			Total	79,644.00

Shore Ct

Average 1" Milling	3084 SY	@	4.00 /SY	12,336.00
1" S-III Asphalt	178 TNS	@	120.00 /TNS	21,360.00
Turn Arrows	4 EA	@	92.00 /EA	368.00
Only Message	2 EA	@	135.00 /EA	270.00
6" Yellow Thermoplastic	530 FT	@	0.90 /FT	477.00
RPM'S	36 EA	@	5.50 /EA	198.00
6" White Thermoplastic	250 FT	@	0.90 /FT	225.00
			Total	35,234.00

Anchorage drive south

Average 1" Milling	17544 SY	@	4.00 /SY	70,176.00
1" S-III Asphalt	1010 TNS	@	120.00 /TNS	121,200.00
Right Turn Arrows	2 EA	@	92.00 /EA	184.00
Combo Arrows (Left, Straight)	2 EA	@	97.00 /EA	194.00
6" Yellow Thermoplastic	7492 LF	@	0.90 /LF	6,742.80
RPM'S	195 EA	@	6.20 /EA	1,209.00
6" White Thermoplastic	1775 LF	@	0.90 /LF	1,597.50
School Message	2 EA	@	135.00 /EA	270.00
Tubular Markers	14 EA	@	53.00 /EA	742.00
18" Yellow Thermoplastic	21 LF	@	2.70 /LF	56.70
24" White Thermoplastic	84 LF	@	3.80 /LF	319.20
12" White Thermoplastic	168 LF	@	1.60 /LF	268.80
			Total	202,960.00

Castlewood Dr

Average 1" Milling	3150 SY	@	4.00 /SY	12,600.00
1" S-III Asphalt	182 TNS	@	120.00 /TNS	21,840.00
24" white Thermoplastic	20 FT	@	3.80 /FT	76.00
6" Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	34,762.00

Alleyway Behind Castlewood Dr

Average 1" Milling	3424 SY	@	4.00 /SY	13,696.00
1" S-III Asphalt	200 TNS	@	120.00 /TNS	24,000.00
24" white Thermoplastic	24 FT	@	3.80 /FT	91.20
6" Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	38,033.20

Lehane Ter

Average 1" Milling	2202 SY	@	4.00 /SY	8,808.00
1" S-III Asphalt	128 TNS	@	120.00 /TNS	15,360.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
			Total	24,329.00

Wettaw Ln

Average 1" Milling	2230 SY	@	4.00 /SY	8,920.00
1" S-III Asphalt	129 TNS	@	120.00 /TNS	15,480.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
			Total	24,561.00

Doolen Ct

Average 1" Milling	1935 SY	@	4.00 /SY	7,740.00
1" S-III Asphalt	112 TNS	@	120.00 /TNS	13,440.00
24" white Thermoplastic	10 FT	@	3.80 /FT	38.00
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
			Total	21,341.00

Northlake Dr

Average 1" Milling	3460 SY	@	4.00 /SY	13,840.00
1" S-III Asphalt	199 TNS	@	120.00 /TNS	23,880.00
24" white Thermoplastic	44 FT	@	3.80 /FT	167.20
6"Yellow Thermoplastic	400 FT	@	0.90 /FT	360.00
RPM'S	24 EA	@	5.50 /EA	132.00
			Total	38,379.20

Gull Ct

Average 1" Milling	2140 SY	@	4.00 /SY	8,560.00
1" S-III Asphalt	123 TNS	@	120.00 /TNS	14,760.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	23,649.60

Westwind Dr.

Average 1" Milling	2300 SY	@	4.00 /SY	9,200.00
1" S-III Asphalt	133 TNS	@	120.00 /TNS	15,960.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	25,489.60

Flamingo Way

Average 1" Milling	2030 SY	@	4.00 /SY	8,120.00
1" S-III Asphalt	117 TNS	@	120.00 /TNS	14,040.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	22,489.60

Northlake Ct

Average 1" Milling	1910 SY	@	4.00 /SY	7,640.00
1" S-III Asphalt	110 TNS	@	120.00 /TNS	13,200.00
24" white Thermoplastic	22 FT	@	3.80 /FT	83.60
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	21,169.60

Hummingbird way

Average 1" Milling	3675 SY	@	4.00 /SY	14,700.00
1" S-III Asphalt	212 TNS	@	120.00 /TNS	25,440.00
24" white Thermoplastic	12 FT	@	3.80 /FT	45.60
6"Yellow Thermoplastic	100 FT	@	0.90 /FT	90.00
RPM'S	6 EA	@	5.50 /EA	33.00
			Total	40,308.60

Eagle Way

Average 1" Milling	1950 SY	@	4.00 /SY	7,800.00
1" S-III Asphalt	113 TNS	@	120.00 /TNS	13,560.00
24" white Thermoplastic	24 FT	@	3.80 /FT	91.20
6"Yellow Thermoplastic	200 FT	@	0.90 /FT	180.00
RPM'S	12 EA	@	5.50 /EA	66.00
			Total	21,697.20

Grand Total: 654,047.60

Infrastructure Surtax Summary

The use of surtax proceeds is restricted to, among other things, the financing, planning, construction, reconstruction, renovation and improvement of necessary infrastructure. Infrastructure is defined as fixed capital expenditures or outlays associated with the construction, reconstruction or improvement of public facilities and the purchase of vehicles and other equipment that have a life expectancy of more than 5 years.

Revenues:

	Description	Receipts	Total
One-Cent Sales Surtax effective January 1, 2017 and sunsets on December 31, 2026	FY 2017-2021	\$4,271,734	
	FY 2022 (Estimate)	955,015	
	Transfer from General Fund - Reimbursement for Capital Equipment Purchase	115,280	
	Total Revenue		\$5,342,029

Expenses:

Project	Project Description	Expenditures	Total
Anchorage Pk Bulkhead Project	Due to the old age and poor condition the Anchorage Park bulkhead had to be replaced to prevent failure.	\$278,387	
Anchorage Pk Enhancement Grant Match	Renovation of the north side dry storage area at Anchorage Park; Surtax monies used to meet a portion of the \$200k total grant match requirement	25,000	
Asphalt Resurfacing	Pavement preservation improvements to include milling and paving of streets and/or alleys on an annual basis, rehabilitation/replacement of deficient roadways, striping and overlay	1,084,184	
Prosperity Farms Road / US Highway One / Lighthouse Drive	Conceptual Bridge & Streetscape Designs	176,605	
Earman River Pump Station	Due to the old age and poor condition of the Earman River Pump Station it had to be replaced to ensure irrigation to a large portion of the Village was not lost.	360,709	
Floating Dock Installation	Anchorage Park	353,000	
Lakeside Park Pathways	Renovation of the walking paths at Lakeside Park. This project will include the complete demolition of the existing path and construction of a new one. It will also include park amenities related to the path	49,655	
Lakeside Seawall	Evaluation. Souteast seawall is in poor condition	52,712	
Lighthouse Bridge Repairs	The Lighthouse Drive Bridge has been in use for 60 years and is nearing the end of its useful life. An independent inspection was done and the repair recommendations completed.	275,190	
Monet Bridge	Bridge Repairs	60,600	
NPB Canal @ Lakeside Park	Engineering Services	17,250	
Pepperwood & Anchorage Drive	Culvert Repairs	161,665	
Sidewalks	Ongoing Village sidewalk repairs (saw cutting and removal/replacement)	476,171	
Stormwater Repairs	Stormwater pipe cleaning and televising	87,543	
West Alleyway Pavement Rehabilitation	Asphalt Pavement	383,675	
Yacht Club Drive	Seawall Repair	27,085	
Vertical Trellis - US 1 & Prosperity Farms Bridges	Schematic design and construction documents for the vertical trellis elements on Prosperity Farms Road & US1 Bridges	16,000	
Equipment	John Deere Tractor Replacement	115,280	
Lighthouse & Anchorage Drive	Engineering Services	5,000	
Total Expenses			(4,005,712)
FY 2022 Outstanding Projects:			
Asphalt Resurfacing		700,000	
Bridge Improvement - Prosperity Farms		200,000	
Bridge Improvement - US1		150,000	
Bridge Replacement & Streetscape Design - Lighthouse Drive		100,000	
Parking Lot - Anchorage Park		25,000	
Total FY 2022 Outstanding Projects			(1,175,000)
Net Available (Estimate)			\$161,318

**VILLAGE OF NORTH PALM BEACH
INFORMATION TECHNOLOGY DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Michael Applegate, Director of Information Technology

DATE: February 24, 2022

SUBJECT: **RESOLUTION – Approval of the purchase of Avior HD Broadcast System and Hands-Free Meetings from Swagit Productions, LLC for Village Council and Planning Commission meetings at a total cost of \$39,690.00.**

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of a web-streaming solution for Village Council and Planning Commission meetings.

Background:

Web streaming of Village Council meetings allows the Village to improve transparency and allows our residents to be able to attend all Council and Planning Commission meetings from anywhere with an internet connection. Residents will be able to simply click on a link to our web site and watch all meetings live. Residents will also be able to access all pre-recorded meetings through a portal integrated with our website.

Purchasing:

Village staff requested quotes from various vendors who offer these services. The following three quotes were received (two formal and one verbal):

Live Control:	\$13,451
GovTv:	\$80,000 to \$100,000 (verbal)
Swagit:	\$39,690 (one-time purchase) plus \$20,340 annually for managed services

After several months of research and testing, the Information Systems Department has found that the solution offered by Swagit Productions, LLC will provide the best streaming technology to Village residents.

Swagit is the web-streaming provider for the City of Palm Beach Gardens and the Town of Jupiter. Swagit will provide the Village with a complete turnkey streaming solution. The solution includes three high definition PTZ cameras, onsite installation, configuration, deployment and testing, and remote network setup. Additionally, Swagit will provide its Avior Hands Free Meetings solution for 24 Council meetings and 12 Planning Commission meetings annually. The hands-free solution allows for a fully produced program controlled remotely by Swagit broadcast technicians, and includes the archiving of meetings, agenda integration, text overlays, picture in a picture, and presentation injection.

The lowest cost proposer, Live Control, does not provide a commensurate level of service or quality of technology/equipment and production value. Overall, production quality is comparatively low. There is no text overlays that identify Council and staff, no ability to directly stream a presentation, no agenda packet integration, (in a client community, the company focuses a camera on a tv. that is displaying the presentation)

and a lower quality of video production. In addition, Live Control doesn't install equipment and/or cameras in the Council Chamber themselves.

The total cost breakdown of the Swagit web-streaming solution is as follows: \$39,690 for the hardware and software and \$20,340 annually for managed services including 36 hands free meetings. The cost also includes the Swagit live player, archive portal and website integration.

Funding:

During the Fiscal Year 2022 budgetary process, a total of \$43,900 was budgeted for the purchase of web-streaming cameras and equipment using "General Revenues" within the five-year Capital Improvement Plan. The "General Revenue" funds for capital items are held in the Village's CIP fund and are transferred to the project account when the item is ready to be purchased.

The following budget amendment uses \$39,690 in CIP funds for this purchase. The annual maintenance and support costs will be budgeted in the IT Department's operating budget. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5004-66490	IT – Machinery & Equipment	\$39,690	
K5541-66000	Reserve Expenses - Capital		\$39,690
Total Capital Projects Fund		\$39,690	\$39,690

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal of Swagit Productions, LLC for the purchase of web-streaming hardware and software and managed support for thirty-six (36) hands-free meetings at a total cost not to exceed \$39,690, with funds expended from Account No. K5004-66490 (IT – Machinery & Equipment); authorizing the Mayor and Village Clerk to execute the required budget amendment for this capital purchase and authorizing the Village Manager to take all actions necessary to complete this purchase in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM SWAGIT PRODUCTIONS, LLC FOR THE PURCHASE OF AN AVIOR HD BROADCAST SYSTEM AND HANDS-FREE MEETINGS FROM SWAGIT PRODUCTIONS, LLC FOR VILLAGE COUNCIL AND PLANNING COMMISSION MEETINGS; APPROVING A BUDGET AMENDMENT TO TRANSFER \$39,690 FROM THE CAPITAL RESERVE ACCOUNT TO THE IT – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting the proposal from Swagit Productions, LLC for the purchase of web-streaming hardware and software and managed support for thirty-six hands-free Village Council and Planning Commission meetings; and

WHEREAS, in order to fund this capital purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer funds from the Capital Reserve Account to the IT – Machinery and Equipment Capital Account; 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 accepts the proposal from Swagit Productions, LLC for the purchase of hardware (Avior HD Broadcast System) and software and managed support for thirty-six hands-free Village Council and Planning Commission meetings at a total cost of \$39,690.00, with funds expended from Account No. K5004-66490 (IT – Machinery and Equipment). The purchase shall include annual maintenance and support costs, and the Village Council authorizes the Village Manager to take all steps necessary to complete the purchase.

Section 3. In order to provide CIP funds to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5004-66490	IT – Machinery & Equipment	\$39,690	
K5541-66000	Reserve Expenses - Capital		\$39,690
Total Capital Projects Fund		\$39,690	\$39,690

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

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

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO:

Village of North Palm Beach, FL

ATTN: Mike Applegate (mapplegate@village-npb.org)

Created Date: 1/6/2022

Valid for 60 days

Hardware and Setup – 3 Camera Avior™ System

Item & Description	Quantity	Rate	One Time Cost
Avior™ HD Broadcast System w/CG (3 HD PTZ cams)	1	\$ 33,590.00	\$ 33,590.00
On Site Installation, Configuration, Deployment & Testing	1	\$ 5,500.00	\$ 5,500.00
Remote Network Setup and Configuration	1	\$ 600.00	\$ 600.00
Total Hardware Cost:			\$ 39,690.00

Yearly Managed Services and Annual License

Item & Description	Rate	Quantity	Yearly Cost
Swagit Annual Support/Software License <ul style="list-style-type: none">Avior™ Hands Free Meetings for 24 Council Meetings and 12 Planning Commissions (36 meetings annually)Includes Swagit Live Player and Archive Portal embedded in client's websiteIncludes Zoom/Webex Integration	\$ 1,695.00	12 mos	\$ 20,340.00
Total Annual Cost:			\$20,340.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

SWAGit Features

- Fully automated – allows client to outsource production of public meetings
- 4+ HD broadcast-quality PTZ camera solution
- Hands-free broadcast system with pre-defined shots, PIP and/or Modernized, intuitive user interface
- Real-time captioning support
- Future-proof with backwards compatibility
- Video graphics/titles overlay with enhanced character generator for customized branding
- Versatile video signal distribution
- Avior™ HD Broadcast system accommodates up to 8 inputs with dedicated inputs for PowerPoint presentations
- Equipment can be self-contained on its own rack
- Integrates and works with existing A/V equipment
- Highly secure – limited IP access, single port forward
- Automatic updates
- Multiple levels of redundancy
- 24/7 support and customer service




Feb 11, 2020 City Council Regular Meeting



11:58 / 1:57:25

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A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, FEBRUARY 11, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

INVOCATION: Gene Shelburne, Anna Street Church of Christ

PUBLIC ADDRESS
(For items on the agenda for City Council consideration)

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Reports and updates from City Councilmembers serving on outside Boards: Pedestrian & Bicycle Safety West Texas Mayors
 - C. Project Safe Neighborhood Update;
 - D. Proposition 2. Community Investment Program Public Safety Construction 2016-2022.

© 2019 Swagit Productions, LLC




Feb 11, 2020 City Council Regular Meeting



11:58 / 1:57:25

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THE CITY OF AMARILLO.

HOLDING THAT POSITION UNTIL YOU FIND A PERMANENT CHIEF WHICH WILL BE A GOOD ONE.

WELL, WE GREATLY APPRECIATE YOUR EXPERIENCE IN YOUR SERVICES AND WE WANT TO MAKE YOU WELCOME HERE. THANK YOU.

LET US KNOW HOW WE CAN DO THAT. YES, MA'AM.

THANK YOU. THANK YOU.

MOVING ON NOW TO DISCUSS ITEM 1, A REVIEWING THE AGENDA ITEMS FOR THE REGULAR MEETING AND

[A. Review agenda items for regular meeting and attachments;]

ATTACHMENTS THIS COUNCIL HAVE ANYTHING WE WANT TO REVIEW.

I KNOW. YES, MA'AM.

YES. I BELIEVE IT WAS ITEM 2C.

MR. CITY MANAGER. CAN WE HAVE SOME MORE EXPLANATION ON THAT ITEM, PLEASE? YES, ABSOLUTELY. SO THE FIFTY SIX THOUSAND DOLLARS THERE IS INSIDE THE ORIGINAL BUDGET.

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

Strategic Result : Community Engagement	Department : Information Technology
Project Name : Webstreaming	Year(s) : 2022
Project Description : Purchase of webstreaming cameras and equipment to broadcast Council meetings to residents on the internet.	
Link to Strategic Plan : Providing a webstreaming service enhances communication to our residents. Village residents can watch Council meetings live and stay up to date on all Village business.	
Need, Justification, Benefits : The Village currently conducts audio recordings of all Council meetings. Several residents have requested live streaming of Council meetings. This would allow Village residents to watch Council meetings from anywhere with an internet connection. All Council meetings would also be archived and could be downloaded at any time.	
Location & Area Map	Project Photo
	
Comments :	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Webstreaming					
Strategic Result :	Community Engagement					
Department :	Information Technology					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction						0
Equipment	43,900					43,900
Vehicle						0
Other						0
Total Budget	\$43,900	\$0	\$0	\$0	\$0	\$43,900
Funding Sources :						
General revenues	\$43,900					\$43,900
Impact fees						0
Grant revenues						0
Debt Service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
Total Revenues	\$43,900	\$0	\$0	\$0	\$0	\$43,900
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)	Operating Impact includes annual costs for # of meetings @ \$950 per month and remote control of cameras @ \$150 per event					
Grant Information	N/A					

Village of North Palm Beach - Annual, 36 Produced Events

Quote created on January 31, 2022 - Reference: 20220131-125451081

village of north palm beach
501 U.S. 1
North Palm Beach, FL 33408
United States

Mike Applegate
mapplegate@village-npb.org
+1 (561) 841-3360

Products & Services

36 Produced Services - Annual Subscription (3 Camera) 12 months subscription paid upfront, \$299 per service	1 x \$10,764.00 / year
Graphics Integration Add-on: Annual Subscription Graphics Add-On: \$99 per Month	1 x \$1,188.00 / year
LiveControl 4K PTZ Camera - Lease Lease our 4K, 30x Zoom PTZ Camera	2 x \$2,999.00 / year 100% discount \$0.00 / year
Security Deposit for LiveControl Encoder (Refundable) One-time Fee; Refundable Deposit (includes LiveControl Encoder, Audio Interface, and Router)	1 x \$1,499.00
Recurring discount	\$5,998.00 / year
Recurring subtotal	\$11,952.00 / year
One-time subtotal	\$1,499.00
Total	\$13,451.00

This quote expires on March 2, 2022.

Signature

Signature

Date

Printed name

Questions? Contact me



Maxwell LeMoine
max@livecontrol.io
+1 (424) 535-0082



LiveControl
1702 Olympic Blvd.
Santa Monica, CA 90404
United States

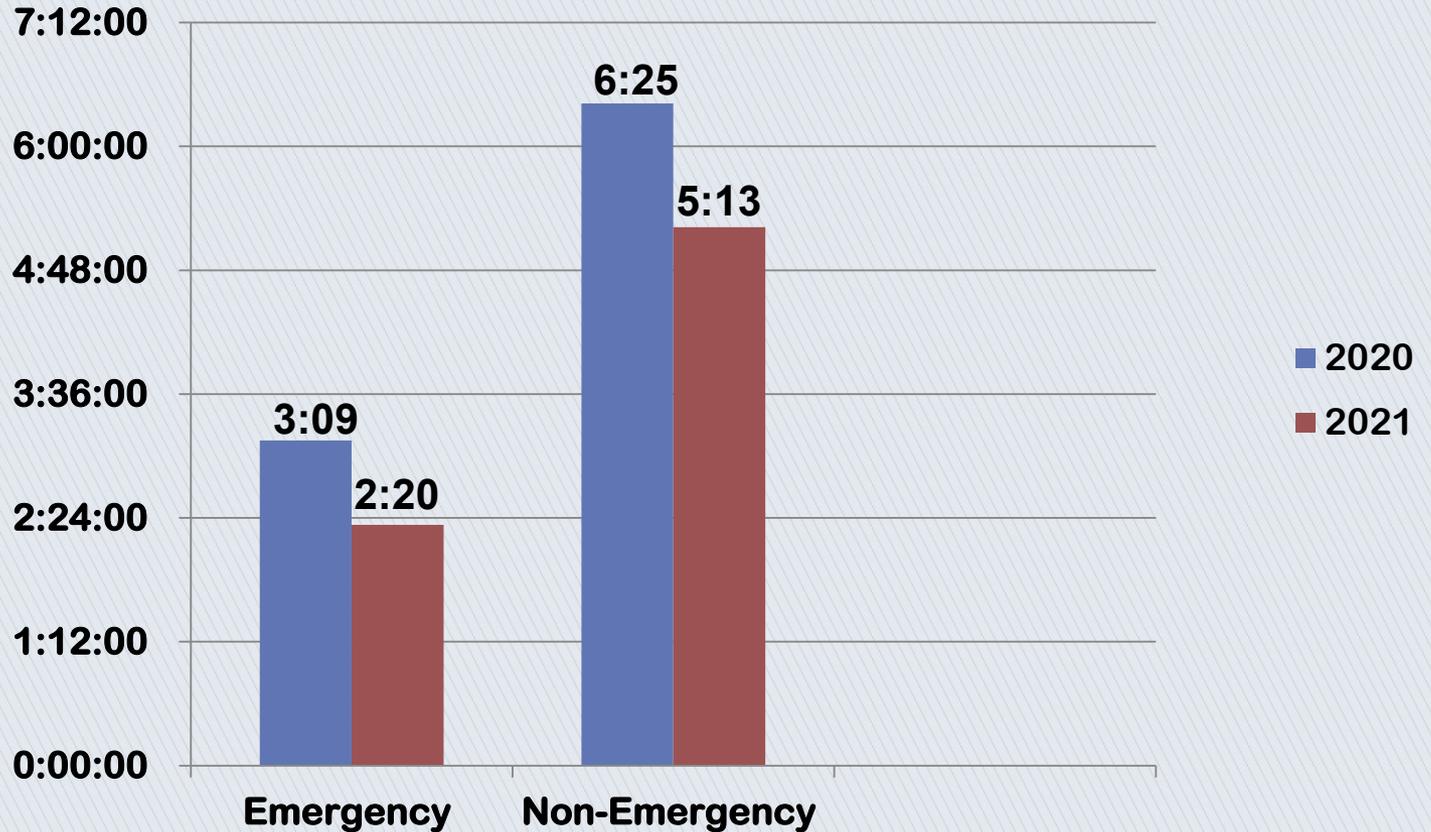
Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
Beginning Balance			\$88,407
Transfers in:			
	<u>Resolution / Ordinance</u>	<u>Amount</u>	<u>Total</u>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
Total Transfers in			\$660,000
Less: Purchases			
	<u>Description</u>	<u>Resolution #</u>	<u>Amount</u> <u>Total</u>
<u>Fiscal Year 2022</u>			
	Community Center Playground Equipment	Resolution # 2022-08	3,315
	Webstreaming	on 2/24/22 agenda	39,690
	Boat Engine Replacement	on 2/24/22 agenda	44,500
Total Purchases			(87,505)
CIP Fund Available Balance			\$660,902

North Palm Beach Police Department



Annual Report 2021

AVERAGE RESPONSE TIME ANALYSIS



NORTH PALM BEACH CRIME STATISTICS

Jan. – Dec., 10-Year Statistics

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Murder	0	0	0	0	0	0	0	0	0	0
Sexual Assault	2	0	4	1	0	1	0	1	2	1
Robbery	13	6	5	1	2	5	5	2	1	1
Aggravated Assault	4	8	10	9	8	10	7	5	9	5
Stolen Vehicle	11	8	20	14	17	18	14	17	8	12
Burglary to Residence	64	38	59	27	33	17	7	10	14	1
Burglary Non Residence	14	7	16	10	11	2	5	4	4	4
Burglary to Vehicle	44	33	58	50	38	33	25	23	8	10
Theft	106	105	135	85	74	67	54	57	55	43
TOTALS:	258	205	307	197	183	153	117	119	101	77

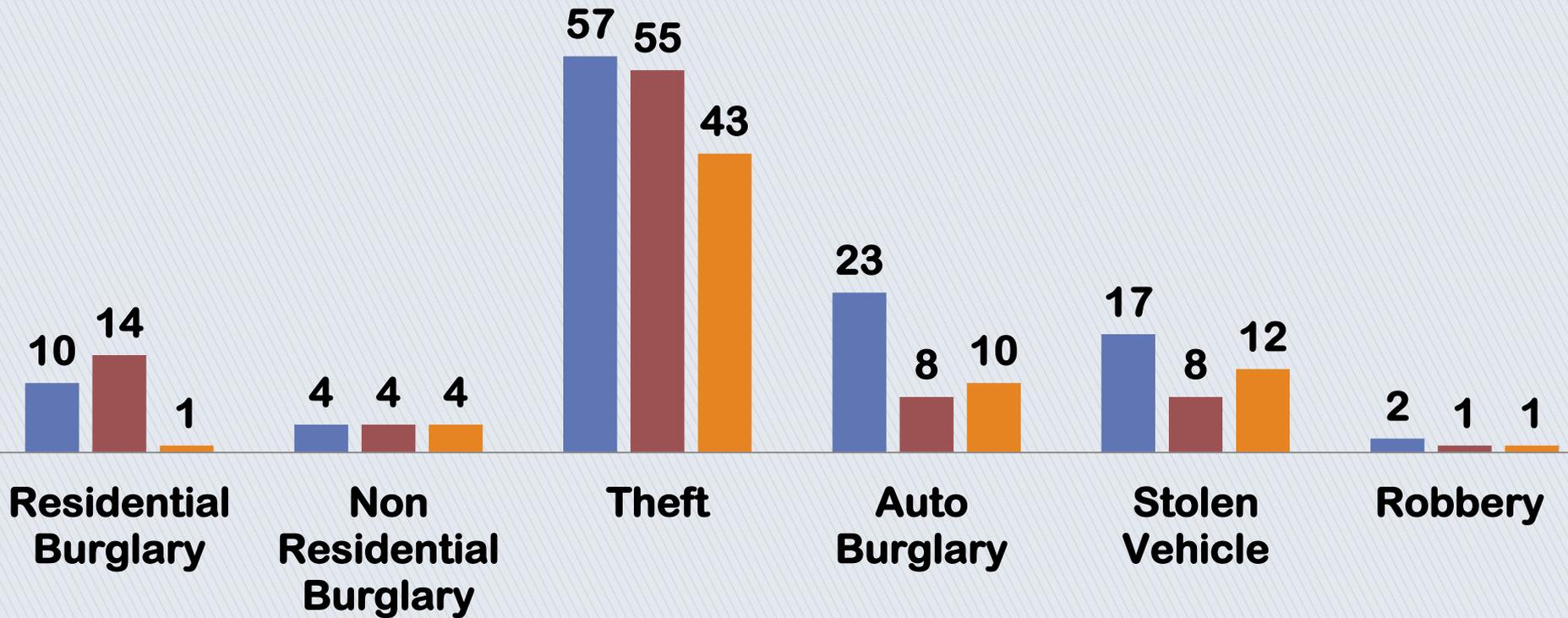
Jan. – Dec., 2-Year Statistics

	Jan.-Dec. 20	Jan.-Dec. 21	-/+	% Change
Murder	0	0	0	0.00
Sexual Assault	2	1	-1	-50.00
Robbery	1	1	0	0.00
Aggravated Assault	9	5	-4	-44.40
Stolen Vehicle	8	12	4	50.00
Burglary to Residence	14	1	-13	-92.90
Burglary Non-Residence	4	4	0	0.00
Burglary to Vehicle	8	10	2	25.00
Theft	55	43	-12	-21.80
Citations	936	2123	1187	126.8
TOTALS:	1037	2200	1163	112.2
Arrests:	150	139	-11	-7.30

2021 Annual Clearance Rate for The North Palm Beach Police Department is **46.8%**

CRIME ANALYSIS REPORT

JAN. – DEC. 3-YEAR STATISTICS



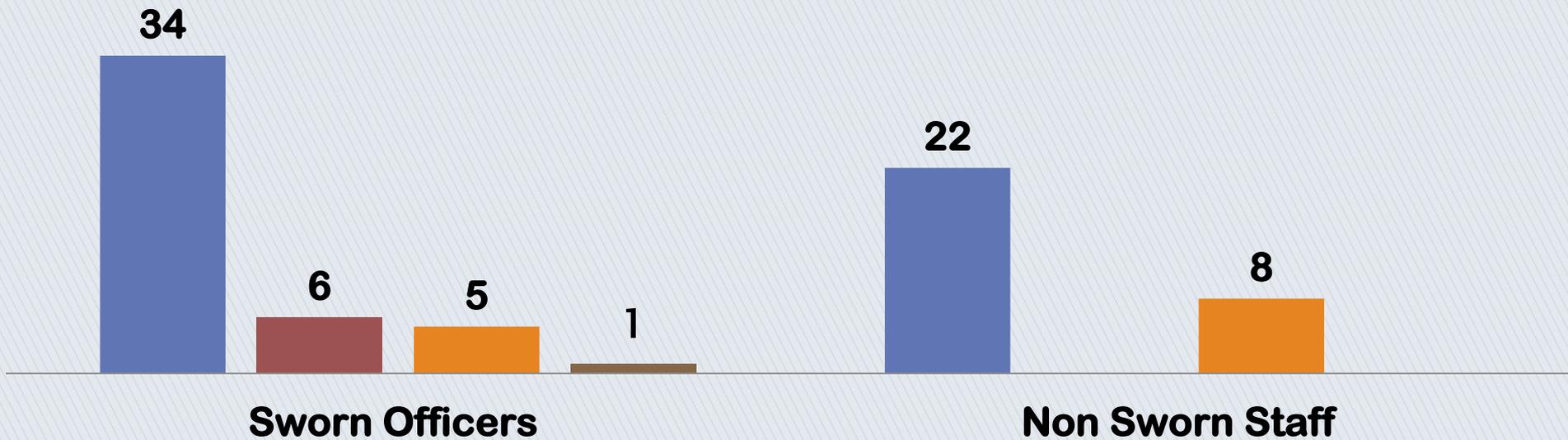
NORTH PALM BEACH POLICE DEPARTMENT REVENUE GENERATED

POLICE FISCAL DATA	FY 2021
Accident Reports & I.D	\$704.35
Court Fines	\$31,916.76
\$12.50 Revenue	\$5,004.68
False Alarm Fines	\$2,600.00
Alarm Users Permit Fees	\$18,625.00
Outside Services	\$29,191.13
Seized Vehicles	\$14,300.00
Seized Tag Payment	\$50.00
Law Enforcement Trust Fund (LETF)	\$500.00
Misc. Revenues (surplus vehicles & equipment)	\$7,351.19
FBI AMMO	\$15,625.00
Armored Truck (SRT1)	\$52,750.00
Personnel, Volunteers & Reserve Officers	\$39,615.00
TOTAL:	\$218,233.11

NORTH PALM BEACH POLICE ANNUAL RECRUITMENT ANALYSIS

	CAUCASIAN	HISPANIC	AFRICAN AMERICAN	ASIAN
ALL SWORN POLICE OFFICERS	24	5	4	
RESERVE OFFICERS	10	1	1	1
CIVILIAN EMPLOYEES	2		3	
CROSSING GUARDS	9		5	
VOLUNTEERS	3		8	
TOTAL	48	6	21	1

NORTH PALM BEACH POLICE ANNUAL RECRUITMENT ANALYSIS



- Caucasian
- Hispanic
- African American
- Asian

NORTH PALM BEACH POLICE DEPARTMENT

SWOT ANALYSIS

STRENGTHS:

- The Police Department continues to receive strong resident, council, and manager support. This provides a wide latitude to accomplish goals and develop new strategies based on current trends to reduce crime
- Community Policing

WEAKNESSES:

- Staffing/Overtime
- Mission Creep

OPPORTUNITIES:

- Increase staffing and continue to leverage technology

THREATS:

- Mission Creep and overlap crime from neighboring communities
- Overdose and mental crisis call increases sapping off un-committed crime prevention time
- Homeless Crime

NIBRS

**NATIONAL INCIDENT BASED
REPORTING SYSTEM**

FIBRS

**FLORIDA INCIDENT BASED
REPORTING SYSTEM**

3 MINUTE ORAL DISCUSSION