



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA - **REVISED**

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MARCH 09, 2023
7:00 PM

Deborah Searcy
Mayor

David B. Norris
Vice Mayor

Susan Bickel
President Pro Tem

Darryl C. Aubrey
Councilmember

Mark Mullinix
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

1. Proclamation - Let's Move Palm Beach County Month

APPROVAL OF MINUTES

2. Minutes of the Regular Session held February 9, 2023

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

- 3. 1ST READING OF ORDINANCE 2023-05 – COMPREHENSIVE PLAN AMENDMENT – FUTURE LAND USE ELEMENT** Consider a motion to adopt on first reading Ordinance 2023-05 amending the Future Land Use Element of the Village of North Palm Beach Comprehensive Plan to facilitate redevelopment.
- 4. 1ST READING OF ORDINANCE 2023-06 – CODE AMENDMENT – C3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS** Consider a motion to adopt on first reading Ordinance 2023-06 amending Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinance by amending Section 45-34.1 to revise the zoning regulations for the C-3 Regional Business District to facilitate redevelopment and provide for a new Planned Unit Development Procedure; Amending Section 45-35.1, "Planned Unit Development," to allow for use by properties within the C-3 Zoning District under specified circumstances; Amending Article VII, "Nonconforming Uses of Land and Structures," by amending Section 45-65 to remove a reference to the C-3 Zoning District; amending Article VIII, "Landscaping," by amending Sections 45-90, "Landscape Requirements for Site Perimeters," and Section 45-91, "Landscape Requirements for Base of Foundation," to modify the requirements for the C-3 Zoning District.
- 5. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-04 – CODE AMENDMENT – NOISE CONTROL** Consider a motion to adopt and enact on second reading Ordinance 2023-04 amending Article VI, "Noise Control," of Chapter 19, "Offenses and Miscellaneous Regulations," of the Village Code of Ordinances, by Amending Section 19-99, "Definitions," to modify the Decibel Levels for Unreasonable Noise and Amending Section 19-103, "Enforcement," to modify the Enforcement Procedure.

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.

- 6. RESOLUTION** – Approving a Contract Award to All Florida Tree and Landscape, Inc. for Arboricultural Services at the North Palm Beach Country Club Golf Course at a total cost not to exceed \$45,000; and authorizing execution of the Contract.
- 7. RESOLUTION** – Approving a \$25,000 increase in the Blanket Purchase Order issued to GT Supplies, Inc. for a total amount of \$50,000 for dumpster repairs.
- 8. RESOLUTION** – Appointing the Village's Representative and Alternate Representative to the Public Risk Management of Florida ("PRM") Board of Directors.
- 9. RESOLUTION** – Approving a Contract with Impact Sport Surfaces, Inc. for the resurfacing of the gymnasium floor at the Community Center at a total cost of \$62,970; and authorizing execution of the Contract.
- 10. RESOLUTION** – Amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2023 Budget to revise positions within the Police Department, Community Development Department and Parks and Recreation Department, add nine seasonal Camp Counselors in the Parks and Recreation Department and add a Deputy Village Manager position in the Village Manager's Office.
- 11. RESOLUTION** – Approving and ratifying a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, Inc. to amend Article 15 of the Collective Bargaining Agreement pertaining to paid holidays; and authorizing the Village Manager to execute the Memorandum of Understanding.
- 12.** Receive for file Minutes of the Environmental Committee meeting held 1/9/23.
- 13.** Receive for file Minutes of the Recreation Advisory Board meeting held 1/10/23.
- 14.** Receive for file Minutes of the Business Advisory Board meeting held 1/17/23.
- 15.** Receive for file Minutes of the Library Advisory Board meeting held 1/24/23.

OTHER VILLAGE BUSINESS MATTERS

- 16. RESOLUTION – VILLAGE BOARDS AND COMMITTEES REAPPOINTMENTS** Consider a motion to adopt a resolution reappointing members to the Business Advisory Board, Environmental Committee, General Employees Pension Board, Golf Advisory Board, Infrastructure Surtax Committee, Library Advisory Board, Planning Commission, Recreation Advisory Board.
- 17. RESOLUTION – FEE CONTRACT FOR LABOR SERVICES** Consider a motion to adopt a resolution approving a Fee Contract with the Law Firm of Goren, Cherof, Doody & Ezrol, P.A. for labor and services; and authorizing execution of the Contract.
- 18. RESOLUTION – POND BANK REPAIR AND STABILIZATION CONTRACT** Consider a motion to adopt a resolution approving a proposal from BrightView Golf Maintenance, Inc. for pond bank repair and stabilization at the North Palm Beach Country Club at a total cost of \$123,420; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
FEBRUARY 9, 2023**

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

Absent: Mark Mullinix, Councilmember

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Regular Session held January 26, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road, S., thanked Council for upholding the decision of the Planning Commission to reject the appeal on the proposed 200 Yacht Club Drive project. Mr. Ryder recommended a review of the Zoning and Comprehensive Plan changes that were made during the Spring of 2020. Mr. Ryder stated that swale maintenance needed to be done and trees removed from the swale on the road opposite side of his home.

Deborah Cross, 2560 Pepperwood Cr. S, expressed her concerns regarding the traffic and speeding on U.S. Highway 1. Mrs. Cross expressed the need for more trees and vegetation along U.S. Highway 1 and the need for a sufficient water supply throughout the Village.

Don Kazimir, 106 Gulfstream Road, asked that women police officers be hired at the Village based on qualifications and experience and not based on meeting a certain quota.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2023-04 CODE AMENDMENT – NOISE CONTROL

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2023-04 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE VI, “NOISE CONTROL,” OF CHAPTER 19, “OFFENSES AND MISCELLANEOUS REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 19-99, “DEFINITIONS,” TO MODIFY THE DECIBEL LEVELS FOR UNREASONABLE NOISE AND AMENDING SECTION 19-103, “ENFORCEMENT,” TO MODIFY THE ENFORCEMENT PROCEDURE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to amend the Village Code by revising existing noise regulations and modifying the enforcement procedure. The proposed revisions would reduce the noise emanating from commercial and industrial property, noise emanation from commercial and industrial property adjacent to residential property and noise emanating from residential property. by reducing the decibel limits for noise. The revised enforcement procedure provides the law enforcement officer with the discretion to issue either a warning or a violation notice when the officer observes a violation of the Village’s noise regulations. In the event a warning is issued, the violator has five minutes to reduce the noise generated. The initial fine amount would be \$250 which remains unchanged. The fine for additional violations within a five-year period would be increased from \$300 to \$500, and a fourth offense within a five-year period constitutes a criminal offense subject to the penalties set forth in Section 1-8 of the Village Code. The five-year period is tied to the definition of a “repeat violation” for code enforcement proceedings initiated pursuant to Chapter 162, Florida Statutes. A person is classified as a repeat violator if he or she violates the same code provision within a five-year period.

Discussion ensued between Council and staff regarding the revised noise regulations and enforcement procedure.

Thereafter, the motion to adopt on first reading Ordinance 2023-04 passed with all present voting aye.

PUBLIC HEARING RE-ADOPTION AND SECOND READING OF ORDINANCE 2023-01
CODE AMENDMENT – FIRE AND POLICE PENSION AND BENEFITS

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to re-adopt and enact on second reading Ordinance 2023-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE, “PENSION AND CERTAIN OTHER BENEFITS FOR THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, “PENSIONS AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, “CREATION OF PLAN AND TRUST,” TO AUTHORIZE THE BOARD TO ADOPT AN ADMINISTRATIVE POLICY FOR TAX QUALIFICATION TO ENSURE CONTINUED COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS; AMENDING SECTION 2-161, “BENEFIT AMOUNTS,” AND

PUBLIC HEARING RE-ADOPTION AND SECOND READING OF ORDINANCE 2023-01
CODE AMENDMENT – FIRE AND POLICE PENSION AND BENEFITS *continued*

SECTION 2-170.1, “DEFERRED OPTION BENEFIT PLAN,” TO INCREASE THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that at its January 12, 2023 meeting, the Village Council unanimously voted to approve the ordinance on second and final reading; however, a subsequent review of the recording of the meeting revealed that there was no motion or second to adopt. Mr. Rubin stated that in an abundance of caution, and to cure any potential procedural error, the ordinance was being brought back to the Village Council for re-adoption on second and final reading.

Mayor Searcy opened the public hearing.

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

Thereafter, the motion to re-adopt and enact on second reading Ordinance 2023-01 passed with all present voting aye.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-03 CODE AMENDMENT –
COMPREHENSIVE PLAN

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2023-03 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO ADOPT A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Alex Ahrenholz, Principle Planner explained that after the ordinance had passed on first reading at the December 8, 2022 Council meeting, Village staff transmitted the proposed Comprehensive Plan Amendment to the Florida Department of Economic Opportunity for review and comment. There were no formal comments or objections to the application by any of the review agencies. Village staff recommended adoption of the ordinance on second reading.

Mayor Searcy opened the public hearing.

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

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-03 passed with all present voting aye.

CONSENT AGENDA APPROVED

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

Resolution approving a Contract with Perseverance Basketball, LLC to run and staff the Village’s Spring Youth Basketball League at an estimated cost between \$25,000 and \$32,000 (depending on the number of participants); and authorizing execution of the Contract.

Resolution accepting a proposal from Keyed Up Fence, LLC for replacement of Athletic Field Fencing at the Community Center at a total cost of \$19,900; and authorizing execution of the Contract.

Resolution approving a proposal from Advanced Recreational Concepts, LLC for the purchase of new playground equipment parts for Lakeside Park and approving a proposal from Play Space Services, Inc. for the installation of the parts at a total cost of \$7,638.13; and authorizing execution of the Contracts.

Resolution approving a Contract with the South Central Planning and Development Commission for Community Development Software utilizing pricing established in an existing Contract with the Town of Juno Beach at a total cost for the first two years of \$49,399.92; and authorizing execution of the Contract and Software License and Service Agreement.

Receive for file Minutes of the Library Advisory Board meeting held 11/22/22.

Receive for file Minutes of the Audit Committee meeting held 12/7/22.

Receive for file Minutes of the Recreation Advisory Board meeting held 12/13/22.

RESOLUTION 2023-15 – VILLAGE MANAGER EMPLOYMENT AGREEMENT

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt Resolution 2023-15 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING CHARLES D. HUFF TO SERVE AS VILLAGE MANAGER; APPROVING AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF HIS EMPLOYMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the Village Manager Employment Agreement had mostly the same terms as prior Village Manager Agreements. Mr. Rubin explained that the agreement provides for Mr. Huff’s salary, two types of terminations which are just cause and without just cause. Mr. Huff would receive the maximum of accrued vacation and sick time and would be assigned the same paid holidays as Village employees. Mr. Huff would receive health, vision and dental coverage for himself and his family, life insurance coverage in the amount equal to twice the Manager’s annual salary, an automobile allowance of \$700 per month, a cell phone allowance for use of his private cell phone or for the purchase of a new cell phone for business use of \$100 per month. Mr. Rubin explained what Mr. Huff’s retirement plan contribution would be and concluded by stating that Mr. Huff’s residency requirement would be waived subject to the Council’s authority to revoke the waiver as set forth in the Village code.

RESOLUTION 2023-15 – VILLAGE MANAGER EMPLOYMENT AGREEMENT *continued*

Karen Marcus, 920 Evergreen Drive, stated that on behalf of herself and Pat Friedman who was currently on a cruise, stated that they wanted to share their support for Mr. Huff as the Village Manager and thanked Council for hiring him and making it official. Ms. Marcus stated that a Village tree survey was completed and that the Environmental Committee would be sharing it with Council.

Thereafter, the motion to adopt Resolution 2023-15 passed with all present voting aye.

Mayor Searcy and Council congratulated Mr. Huff.

Mr. Huff thanked Village Council and the residents.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy thanked Leisure Services staff for a successful Hot Cars and Chili event.

Mayor Searcy asked if the CMU code should be updated to include a mixed use requirement on projects.

President Pro Tem Bickel recommended reviewing the entire code that includes mixed use.

Mr. Rubin explained that it was the Comprehensive Plan that included the mixed pattern of use.

President Pro Tem Bickel recommended getting feedback from residents and discussing the height of the proposed Twin Cities Mall Site Project.

Discussion ensued between Councilmembers and Mr. Rubin regarding receiving input from residents and discussing the proposed Twin Cities Mall Site Project.

Vice Mayor Norris stated that the Environmental Committee asked him to bring up the question of whether or not the Village would be installing charging stations for electric cars.

Mr. Huff explained that FPL was planning to install two charging stations at the Country Club and that he was in the process of working with them to get them installed.

Discussion ensued regarding electric car charging stations.

Mr. Huff stated that he would research the type of charging stations that would work best at the Country Club.

VILLAGE MANAGER MATTERS/REPORTS

Police Chief Richard Jenkins began a presentation on the Police Department's Annual Report. Chief Jenkins discussed and explained the average response time analysis, crime statistics, crime analysis report three (3) year statistics, North Palm Beach as the 6th safest city in Florida, North Palm Beach Police Department 30x30 Initiative, annual recruitment analysis, arrestee demographics analysis, Baker Act analysis, net accomplishments analysis, Police Department revenue generated and SWOT analysis.


Mayor Searcy and Council thanked Chief Jenkins and the Police Department for their service to the Village.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Mr. Huff thanked Council, Village staff and the residents for giving him the opportunity to serve as the Village Manager.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:57 p.m.



Jessica Green, MMC, Village Clerk

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Alex Ahrenholz, Principal Planner

DATE: March 9, 2023

SUBJECT: **ORDINANCES 1ST READING – Amendments to the Future Land Use Element of the Village’s Comprehensive Plan and the Zoning Regulations for the C-3 Regional Business District (Old Twin City Mall Site)**

Background:

The old Twin City Mall site was established as the C-3 Regional Business District pursuant to an Interlocal Agreement executed by the Village and the Town of Lake Park in 1993. The current site is underutilized, with large vacant parcels. In 2016, the Village Council adopted the Citizen’s Master Plan, envisioning the site’s redevelopment into a mixed-use, walkable town center for the Village. After over a year of input and revisions, the proposed amendments provide a process to allow and incentivize the type of development.

Upon completion of numerous workshops, input from consultants, and additional studies, the Planning Commission recommended approval (6-0) of the proposed Comprehensive Plan Amendments and the proposed revisions to the C-3 Regional Business District zoning regulations. The proposed regulations are compatible with regulations already adopted by the Town of Lake Park and provide a framework to guide future development.

The proposed amendments address Village Council’s concerns raised during the November 2022 workshop, which focused primarily on height and setbacks. The proposed amendments reduced the maximum overall height within the PUD to 175 feet, less than the 220 feet allowable north of the Parker Bridge. The maximum height will only be permitted in the site’s interior. Additionally, the setbacks were significantly increased from public rights-of-way. Most notably, the building setback adjacent to U.S. Highway One and Northlake Boulevard has been increased to twenty-five (25) feet, thereby requiring the buildings to be set back past the existing vegetation. Furthermore, the regulations require a ten (10) foot building “step-back” along the public rights-of-way after the fourth story to assist with the reduction of building massing. These items have been addressed with the recommendations and input from the Treasure Coast Regional Planning Council (TCRPC).

Summary of Comprehensive Plan Amendments:

The proposed Ordinance amends the Future Land Use Element of the Village’s Comprehensive Plan. The Village is proposing additional language to the Village Goal Statement, taken in part from the Citizen’s Master Plan, to establish the Village’s intent to redevelop vacant parcels and older commercial structures into pedestrian-oriented, mixed-use development. The Village is also proposing revisions to supporting Policies to exempt the C-3 zoning district from the maximum residential density otherwise applicable to properties with a commercial land use designation.

The overall development potential would be limited to a maximum Floor Area Ratio (FAR) established in the zoning regulations. This gives the Village a better understanding of allowable massing because the utilization of maximum density does not provide square footage limitations.

Summary of Revisions to the C-3 Regional Business District Zoning Regulations:

The proposed amendments to the C-3 zoning regulations create an updated process for an applicant to request approval of a Planned Unit Development. In order to utilize this process, a potential developer would be required to meet the minimum threshold requirements, namely:

- A five-acre development parcel;
- A minimum of one-half acre of civic space;
- A minimum of 50,000 square feet of non-residential uses; and
- Additional public benefits in the form of enhanced landscaping, the creation of a functional living, shopping and/or working environments, or innovative architectural design.

The last criterion was added to address the Planning Commission's concern that the maximum allowances under the PUD regulations were granted not "by right." With input from the Planning Commission, the Village Council will have ultimate authority to approve any proposed master plan and subsequent site plans.

With the inclusion of the TCRPC recommendations, the amendments include a framework for development with a regulating plan, frontage types, and street and sidewalk standards. These standards create connectivity, ensure that building massing relates to its surroundings and provide minimum street standards.

The proposed amendments allow for a maximum FAR of 2.75, which is generally consistent with the regulations adopted by the Town of Lake Park. The Town of Lake Park allows for a maximum FAR of 2.0 for non-residential uses **plus** a residential density of 48 units per acre. Because a maximum density does not limit square footage, Lake Park's regulations actually allow more square footage on its portion of the old Twin City Mall site than the Village's proposed regulations.

Next Steps:

The proposed amendments to the Future Land Use Element of the Comprehensive Plan will go to the State of Florida Department of Economic Opportunity (DEO) for review, which may take up to sixty (60) days. Once the Village receives and addresses any comments from DEO, Staff will bring the proposed Ordinances back to the Village Council for consideration and adoption on second reading. Once the Ordinances are adopted, applicants may submit a PUD application and proposed master plan for review by the Planning Commission and the Village Council.

Recommendation:

Village Staff recommends Village Council consideration and adoption on first reading of the attached Ordinances amending the Future Land Use Element of the Village's Comprehensive Plan and the zoning regulations for the C-3 Regional Business District in accordance with Village policies and procedures.

1 **ORDINANCE NO. 2023-05**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, AMENDING THE FUTURE LAND USE
5 ELEMENT OF THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE
6 PLAN TO FACILITATE REDEVELOPMENT; PROVIDING FOR CONFLICTS;
7 PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
8 DATE.

9
10 WHEREAS, the Village wishes to amend the Future Land Use Element of its Comprehensive Plan
11 to facilitate redevelopment within the Village, particularly the former Twin City Mall site; and
12

13 WHEREAS, the proposed modification amends the Future Land Element to promote mixed use
14 projects and allow for the regulation of density and intensity through the adoption of land
15 development regulations applying a maximum Floor Area Ration (FAR); and
16

17 WHEREAS, on February 14, 2023, the Planning Commission, sitting as the Local Planning
18 Agency, conducted a public hearing to review the proposed amendments to the Village
19 Comprehensive Plan and provide a recommendation to the Village Council; and
20

21 WHEREAS, having conducted all of the duly advertised public hearings required by Chapter 163,
22 Florida Statutes, the Village Council wishes to amend its Comprehensive Plan and determines that
23 the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents
24 of the Village of North Palm Beach.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
27 OF NORTH PALM BEACH, FLORIDA as follows:
28

29 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.
30

31 Section 2. The Village Council hereby adopts the revisions to the Village of North Palm
32 Comprehensive Plan attached hereto as Composite Exhibit “A” and incorporated herein by
33 reference (additional language underlined and deleted language ~~stricken through~~).
34

35 Section 3. All ordinances or parts of ordinances and resolutions or parts of resolutions in
36 conflict herewith are hereby repealed to the extent of such conflict.
37

38 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
39 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
40 such holding shall not affect the remainder of this Ordinance.
41

42 Section 5. This Ordinance shall be effective thirty-one (31) days after the Department of
43 Economic Opportunity notifies the Village that the plan amendment package is complete or, if
44 timely challenged, this Ordinance shall be effective upon entry of a final order by the Department
45 of Economic Opportunity or the Administration Commission determining the adopted amendment
46 to be in compliance.

1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2023.

5
6 (Village Seal) _____
7 MAYOR
8

9
10 ATTEST:
11
12 _____
13 VILLAGE CLERK

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

3.0 FUTURE LAND USE

3.1 INTRODUCTION

The Future Land Use element is required to be included within the Comprehensive Plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Future Land Use element requirement and Chapter 9J-5.006 Florida Administrative Code, establishes minimum criteria to guide its preparation.

A summary of the data, analysis and support documentation necessary to form the basis for Future Land Use goal, objectives and policies is presented in Chapter 3 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.

3.2 VILLAGE GOAL STATEMENT

Ensure that the current character of North Palm Beach is maintained, while allowing remaining vacant parcels to be developed and redeveloped in a manner consistent with present residential neighborhoods and commercial areas.

Further, ensure that the Village remains primarily a residential community offering: (1) a full range of municipal services; (2) diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial development opportunities compatible with established location and intensity factors; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Village.

Various land use activities, consistent with these Village character guidelines, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.

It is also the intention of the Village to provide mechanisms and processes to promote the redevelopment of obsolete, underutilized, and underproductive areas of the Village. The Village shall provide flexibility in the land development regulations to promote such redevelopment, including but not limited to encouraging mixed-use development, connectivity, pedestrian-oriented development, reduction of dependence on vehicles, creation of open/public/civic gathering spaces, and otherwise promoting the economic, development, housing, and other public policy goals of the Village.

3.3 OBJECTIVES AND POLICIES

OBJECTIVE 1.A.: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood

prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the Village Goal Statement and Future Land Use Map Series; (3) require the maintenance of the Village building stock; and (4) discourage the proliferation of urban sprawl; and promote energy-efficient land use patterns accounting for existing and future power generation and transmission systems.

Policy 1.A.1: Maintain land development regulations that shall contain specific and detailed provisions required to implement the adopted Comprehensive Plan, and which as a minimum:

- a. Regulate the subdivision of land;
- b. Regulate the use and intensity of land development consistent with this element in a manner to ensure the compatibility of adjacent land uses consistent with the Future Land Use Map Series and provide for recreation and open space consistent with levels-of-service established in the Recreation and Open Space Element by requiring all new developments to donate or provide 5% of the residential site for recreational purposes;
- c. Protect environmentally sensitive lands designated on Figures 3A and 3B of the Future Land Use Map Series;
- d. Regulate areas subject to seasonal and periodic flooding by requiring a minimum first floor elevation of 8.5 feet NGVD and a drainage system which meets adopted Level-of-Service Standards;
- e. Regulate signage;
- f. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
- g. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;
- h. Provide that development orders and permits, consistent with Policies 5.1 and 5.2 of the Capital Improvements Element, shall not be issued which result in a reduction of the levels of service for the affected public facilities below the Level-of-Service (LOS) Standards adopted in the Capital Improvements element (Ref: Table 11-1);
- i. Provide for the proper maintenance of building stock and property by continually updating and enforcing adopted building, housing and related codes;
- j. Designate an urban service area (Ref: Objective 6; Capital Improvements element); and
- k. Regulate the development of sites containing historic sites, as per the Future Land Use Map Series, to assure their protection, preservation and/or sensitive reuse.

Policy 1.A.2: An official zoning map shall be adopted and maintained which assures that the location and extent of non-residential land uses is consistent with the Future Land

Use Map Series. Planning Areas may include non-residential uses such as schools, public facilities, other public facilities, and recreational uses, etc., as indicated on the Future Land Use Map Series and/or as allowed as special exception uses in the Village Zoning Code.

Policy 1.A.3: Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential land use densities as indicated below.

- a. Conservation/Open Space - Maximum of one unit per upland acre;
- b. Low density residential - fewer than 5.80 residential units per gross acre;
- c. Medium density residential - 5.81 to 11.0 residential units per gross acre; and
- d. High density residential - 11.1 to 24.0 residential units per gross acre.

In any event, specific entitled residential densities within the ranges listed above shall be subject to the application of the site development criteria (e.g. setbacks, height limitations and site dedications, etc.) promulgated in the Village Land Development Regulations.

Policy 1.A.4: Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for non-residential land use intensities as indicated below:

- a. **Location** shall be in accordance with the Future Land Use Map. Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use Map Series;
- b. **Maximum lot coverage** ratio shall be governed by applicable land development regulations;
- c. **Maximum building height** shall be governed by applicable land development regulations and shall be consistent with the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016, and compatible with neighboring land uses; and
- d. **Adequate off-street parking** and loading facilities.
- e. **Maximum Floor-Area-Ratios** for non-residential land uses shall be established as follows:
 - 1. **Commercial, religious, and institutional land uses:** A maximum of 0.70 for mixed-use development and 0.35 for all other non-residential land uses along U.S. Highway No. 1, north of the Parker Bridge; a maximum of 1.10 along U.S. Highway No. 1, from the Parker Bridge, south to Northlake Boulevard; a maximum of 0.70 along U.S. Highway No. 1, south of Northlake Boulevard; and a maximum of 0.70 along Northlake Boulevard and S.R. Alternate A-1-A. The following areas shall be exempt from this requirement to implement the 2016 Citizens' Master Plan:
 - The Twin City Mall site, and subject to the latest land development regulations of the C-3 zoning district, which have been jointly developed by the Village and the Town of Lake Park.

- The C-MU zoning district along U.S. Highway No. 1, updated in accordance with the Citizens' Master Plan.
 - Other key redevelopment sites that are explicitly identified in the Village's land development regulations to carry out the Citizens' Master Plan.
2. ***Educational Uses***: A maximum of 0.15;
 3. ***Recreation and Open Space Uses***: A maximum of 0.05
 4. ***Light Industrial/Business Uses***: A maximum of 0.45.

Policy 1.A.5: Land development regulations shall contain performance standards which address:

- a. Buffering and open space requirements;
- b. Landscaping requirements; and
- c. A requirement for the environmental assessment of development proposals, including eliminating exotic plant species.

Policy 1.A.6: Land development regulations shall contain planned unit development provisions which allow design flexibility within projects under unity of title as a means of preserving natural resources delineated on Figures 3A and 3B, and protecting Conservation Use lands designated on the Future Land Use Map.

Policy 1.A.7: Future development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.

Policy 1.A.8: Residential subdivisions shall be designated to include an efficient system of internal circulation, including the provision of collector streets to feed traffic to arterial roads and highways.

Policy 1.A.9: In 2020, the Village revised its land development regulations and this Comprehensive Plan to implement the provisions and guiding principles of the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016.

OBJECTIVE 1.B: The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development as described in Policy 1.B.4.

Policy 1.B.1: The following use and intensity standards shall be used to promote land use efficiency in mixed-use infill and redevelopment activities, and determine maximum development potential on a given parcel of land:

1. **Maximum development potential:** Maximum commercial development potential is subject to the floor-area limitations established in Policy 1.A.4, subject to the application of the Village's land development regulations.
2. **Permitted uses:** Permitted uses shall be specified in each zoning district that allows mixed-use development (see Policy 1.B.4).
3. **Residential density:** Dwelling units in Commercial designations shall not exceed a density of 24 units per acre ~~or as further limited by~~ except where density and intensity are regulated solely through the application of a maximum floor area ratio (FAR) as set forth in the applicable zoning district regulations. Developments that qualify for the workforce housing density bonus described in Policy 1.B.2 may construct up to 12 additional units per acre).
4. **Height limitations:** The maximum height shall be limited to that allowed by the underlying commercial or mixed-use zoning district.

Policy 1.B.2: Workforce housing density bonus: Except where density and intensity are regulated solely through the application of a maximum floor area ratio (FAR), ~~the~~ maximum residential density of a mixed-use development shall be increased from 24 to 36 units per acre provided that either: (a) bonus units are constructed on-site; or (b) funding is provided to assist in an workforce housing program in another jurisdiction or an appropriate alternative, as determined by the Village of North Palm Beach. If alternative (a) is selected, 50% of the bonus units shall qualify for any of the four (4) eligible income group categories based on Average Median Income (AMI) set forth in the County's Workforce Housing Program income guidelines. No more than 50% of the workforce housing units shall be in the 120-140% category. If alternative (b) is selected, an amount equal to 5% of the cost of the vertical construction of the bonus units shall be contributed to the Palm Beach County Affordable Housing Trust Fund, or other appropriate alternative, as determined by the Village of North Palm Beach.

Policy 1.B.3: Assisted Living Facilities, as defined in Section 429.02(5) of the Florida Statutes and licensed by the Florida Agency for Health Care Administration may be permitted as mixed-use developments through the commercial planned unit development approval process, or the special exception process if authorized by the Village's land development regulations, subject to the following use and intensity standards:

1. **A mixed-use Assisted Living Facility** shall provide assistance with activities of daily living, as defined in Section 429.02(1) of the Florida Statutes and special care for persons with memory disorders, as regulated by Section 429.178 of the Florida Statutes.
2. **Required uses:** Each mixed-use Assisted Living Facility shall contain a residential component, together with a non-residential component consisting of administrative offices, central kitchen and communal dining facilities, and separate or shared spaces for the provision of medical, recreation, social, religious, and personal services.
3. **Mix of required uses:** The residential component shall comprise a minimum of 50% and the non-residential component shall comprise a maximum of 20% of the gross floor area of a mixed-use Assisted Living Facility.
4. **Maximum floor area:** Maximum mixed-use Assisted Living Facility development potential is subject to the floor-area limitations established in Policy 1.A.4, subject to the application of the Village's land development regulations.

5. **Maximum resident occupancy:** The residential density of a mixed-use Assisted Living Facility may be increased by the Village Council to an equivalent of 24 units per acre. The maximum resident occupancy shall then be determined by multiplying the equivalent residential density by 1.97 residents per unit. Maximum resident occupancy shall be determined on a project-by-project basis based upon an assessment of site characteristics and the application of Village land development regulations.

6. **Height limitations:** The maximum height of a mixed-use Assisted Living Facility shall be determined by the application of Policy 1.B.1.6.

7. **Waivers** for reductions in minimum dwelling unit size and parking requirements may be requested during the commercial planned unit development or other authorized approval process.

Policy 1.B.4: Residential and mixed-use developments may be approved in areas with a Commercial Future Land Use designation in order to achieve a mixed-use development pattern. The Village may use any of the following mechanisms to achieve the desired pattern:

- The mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1.
- The mixed-use provisions in the C-T zoning district in the southwest portion of the Village.
- The commercial planned unit development process in other zoning districts.

OBJECTIVE 2: Development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources and the Village character as prescribed in the Future Land Use Element Goal Statement and the Village Character Statement (Ref: Chapter 2.0).

Policy 2.1: The developer/owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads to not exceed pre-development conditions and preserve existing natural drainage features, as per Chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code.

Policy 2.2: The Village land development regulations shall regulate business activities which have the potential to contaminate land and water resources by requiring said businesses to notify the Palm Beach County Department of Environmental Resources Management regarding the storage, use and/or disposal of potentially hazardous or toxic substances. This requirement shall be implemented by the Village through the Palm Beach County Wellfield Protection Ordinance (Ref: Section 9.3, Palm Beach County Unified Land Development Code).

Policy 2.3: The Village shall encourage, through its participation on the Seacoast Utility Authority Governing Board, protection of potable water wellfields by regulatory authorities having land use jurisdiction in aquifer recharge areas serving Seacoast Utility Authority systems.

Policy 2.4: The clearing of any wetlands vegetation or land assigned a Conservation Land Use Category on the Future Land Use Map Series shall not be approved by the Village until such time that appropriate permits have been procured, by the developer, from the Palm Beach County Environmental Resources Management or Health Departments and the Florida Department of Environmental Protection.

Policy 2.5: At the time of each required Evaluation and Appraisal Report and Comprehensive Plan update, the Village shall consider the need for the identification, designation and protection of additional historically significant properties under the provisions of the Standard Housing Code.

Policy 2.6: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall update the Water Supply Facilities Work Plan to determine whether or not adequate water supply is available to meet projected needs of the ensuing 10-year period.

OBJECTIVE 3: All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service (LOS) standards are available concurrent with the impacts of the development. Further, require that all on-site lands for rights-of-way, easement, etc., be conveyed to the proper authority prior to the issuance of building permits.

Policy 3.1: The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, police and fire protection service, emergency medical service, and public schools.

Policy 3.2: Public facilities and utilities shall be located to: (1) Maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

Policy 3.3: Remaining properties currently not utilizing central water and wastewater systems shall be governed by the provisions of: (1) Chapter 381.272, Florida Statutes; (2) Chapter 10D-6, Florida Administrative Code; and (3) Palm Beach County Environmental Control Rule - 1. These codes regulate the use and installation of individual sewage disposal systems.

Policy 3.4: The Village shall update its population projections at the time of the approval of a Comprehensive Plan amendment or development order permitting an increase in residential units.

OBJECTIVE 4: The Village shall coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

Policy 4.1: Requests for development orders, permits or project proposals shall be coordinated by the Village, as appropriate, with adjacent municipalities by participating in

IPARC, Metropolitan Planning Organization, Palm Beach County, School District of Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District and state and federal agencies.

Policy 4.2: All future high density residential development, with the following exceptions, shall be directed to areas west of U.S. Highway No. 1 as a means of coordinating coastal area population densities with the County Hurricane Evacuation Plan:

1. Properties located east of U.S. Highway No. 1 that are currently assigned a High Density Residential future land use designation;
2. Properties that have frontage on and access to the east side of U.S. Highway No. 1, provided a determination is made by the Village, based upon a professionally competent study, that the hurricane evacuation provisions of F.S. 163.3178(9)(a) are complied with.

Policy 4.3: Although there are currently no resource planning and management plans prepared pursuant to Chapter 380, Florida Statutes, in effect within North Palm Beach, the Village shall participate in the preparation and implementation of said plans should they become necessary.

Policy 4.4: In the event of a proposed future annexation of sufficient size to site a school, or co-locate a school with public facilities (e.g. parks, libraries, and community centers), the Village shall coordinate with the Palm Beach County School Board to determine the need for an additional school site in the area. If it is determined that there is a need, and that a school site can be accommodated, the proposed annexation shall provide for the school site.

Policy 4.5: The Village shall promote mixed-use development along its major transportation corridors, and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion.

Policy 4.6: During the review of any development or redevelopment proposal, the Village shall determine the feasibility of cross-access with neighboring parcels as a means to promote more efficient travel.

Policy 4.7: The Village shall educate the public regarding the placement and maintenance of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

OBJECTIVE 5: Special land use policies shall be developed by North Palm Beach when necessary to address site-specific issues related to implementing the Village Goal Statement. Refer to the Future Land Use Map Atlas for parcel locations which are the subject of specific special policies.

Special Policy 5.1: Historic properties with an assigned Florida Master Site File reference number shall be identified on Planning Area maps located in the Future Land Use Map Atlas.

Special Policy 5.2: Utilize the mixed-use provisions of the Village’s Commercial Planned Unit Development (CPUD) Ordinance as a means of developing the property delineated as “Special Policy 5.2 on Map 2 of the Future Land Use Map Atlas in a transition mode from Commercial (i.e. compatible to the C-B Zoning District) to Residential (i.e. compatible to the R2 Zoning District) running from U.S. Highway No. 1 east to Lake Worth. Maximum gross density shall not exceed 10-11 DU/AC. Non- residential development pods shall comply with the Floor-Area-Ratio standards listed in Policy 1.4 of the Future Land Use element. Development of the property shall be subject to the Village Council approval of site plan and PUD applications. The following uses shall be excluded from this development: (1) Golf club and its accessory uses such as restaurant, bar, driving range and equipment store; (2) bowling alley; (3) filling stations; (4) dry cleaning plants; (5) mobile home park; and (6) adult entertainment establishment.

Special Policy 5.3: As a means of preserving native vegetative species in Planning Area 6A, encourage the use of the Planned Unit Development by allowing the clustering of residential units in defined buildable areas (i.e. all areas in Planning Area 6A are as “buildable”, with the exception of those delineated on Figure 3-3.

Special Policy 5.4: Require all new developments in Planning Areas 1 and 6A to perform an environmental assessment to define potential impacts upon the viability of vegetative species and/or habitats delineated on Figure 3. The impact assessment shall include necessary techniques and/or controls to maintain species and/or habitats in their current condition or mitigate potential impacts.

Special Policy 5.5: (Reserved).

Special Policy 5.6: As a means of enhancing the commercial character of the area along Northlake Boulevard through renovation and/or redevelopment, maintain a waiver process which may allows proposed projects to depart from the strict interpretations of the Zoning Code if, after review by the Village, it is found that said projects are in compliance with the North Palm Beach Comprehensive Plan and meet standards in the Zoning Code.

Special Policy 5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. (No Future Land Use Map Atlas reference.)

Special Policy 5.8: Residential development on the property delineated as “Special Policy 5.8” on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 98 residential units.

Special Policy 5.9: Residential development on the property delineated as “Special Policy 5.9” on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 232 residential units.

Special Policy 5.10: Residential development on the property delineated as "Special Policy 5.10" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 184 residential units.

Special Policy 5.11: Residential development on the property delineated as "Special Policy 5.11" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 108 residential units.

Special Policy 5.12: Residential development on the property delineated as "Special Policy 5.12" Map 2 of the Future Land Use Map Atlas shall be limited to the existing 197 residential units.

Special Policy 5.13: Residential development on the property delineated as "Special Policy 5.13" on Map 7 of the Future Land Use Map Atlas shall be limited to the existing 48 residential units.

Special Policy 5.14: Residential development on Planning Area 1 shall be clustered in the least environmentally sensitive portion of the parcel which is the subject of an application for a development order. (No Future Land Use Map Atlas reference.)

Special Policy 5.15: Year-round, permanent resident residential development within the area defined by the current extent of John D. MacArthur Beach State Park shall be limited to that provided for Park personnel. (No Future Land Use Map Atlas reference.)

Special Policy 5.16: The 0.43 acre lot located at the southwest corner of Prosperity Farms Road and Honey Road (Map 5 of the Future Land Use Map Atlas) shall be assigned a Commercial Future Land Use Map designation in order to support its current use. The current use may be maintained consistent with the provisions of Sections 45-63 (non-conforming uses) and 45-64 (non-conforming structures) of the Village Code; however, any future change in use shall be consistent with those uses permitted in the C-T transitional Commercial District.

Special Policy 5.17: Non-residential land uses within Protection Zone 4 of the Richard Road wellfield (Ref: Map 5, 6B, and 7 of the Future Land Use Map Atlas) which store, handle, use or produce any regulated substance are prohibited, unless they qualify as a general exemption or receive an operating permit from Palm Beach County ERM, pursuant to Section 9.3 of the Palm Beach County Land Development Code.

Special Policy 5.18: Residential development on the property delineated as "Special Policy 5.18" on Map 3B of the Future Land Use Map Atlas shall be limited to a maximum of 16 residential units.

Special Policy 5.19: Public School development on the property delineated as Special Policy 5.19 on Map 4b of the Future Land Use Map Atlas shall be limited to a maximum 0.35 Floor-Area-Ratio.

OBJECTIVE 6: The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors.

Policy 6.1: Development and redevelopment activities in the Northlake Boulevard Overlay Zone, as illustrated on Figure 3-8, shall conform with the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor as well as the requirements of the Village's Comprehensive Plan and underlying zoning districts.

Policy 6.2: Mixed-use development and redevelopment is encouraged along the U.S. Highway No.1 corridor by the Village through the provisions of the C-MU and C-T and may also be permitted through the commercial planned unit development approval process, consistent with the density and intensity criteria stated in Objective 1.B.

Policy 6.3: Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas.

3.4. FUTURE LAND USE CLASSIFICATION SYSTEM

The land use Classification System presented on Table 3-1 is adopted as the "Future Land Use Classification System" of the Village of North Palm Beach. Subject to the land use compatibility and application review provisions of Section 163.3208, Florida Statutes, and electric distribution substations are permitted in all land use categories listed in Table 3-1 except Conservation/Open Space.

3.5 FUTURE LAND USE MAP SERIES

3.5.1 Future Land Use Maps

Village of North Palm Beach Planning Areas are delineated on Figure 3-1, while 2020 Future Land Use Plan is displayed on Figure 3-2. Recreation/Open Space areas are identified on Figure 3-2; however, due to their character and Village-wide appeal, the delineation of specific service areas is not appropriate. Each facility is deemed to serve the Village as a whole.

3.5.2 Future Land Use Map Atlas

For the purposes of identifying properties subject to the conditions of a special policy described in Objective 5 and tracking Future Land Use Map amendment and annexation activities, the Village of North Palm Beach Future Land Use Map Atlas, on file with the Village Clerk, is hereby incorporated by reference.

Designated historic districts or significant properties meriting protection within the Village, along with appropriate Florida Master File references are located, as appropriate, on Maps 1-7 of the Future Land Use Map Atlas.

3.5.3 Natural Resource Maps

The following natural resources data are exhibited on Figures 3-3 through 3-7:

1. Natural Habitat, Wetlands, Coastal Vegetation and Beaches (Ref: Figure 3-3 and Tables 3-2 and 3-3);
2. Surface Water Features (Ref: Figure 3-4);
3. Generalized Soils Map (Ref: Figure 3-5 and Table 3-4);
4. Flood Zones (Ref: Figure 3-6 and Table 3-5); and
5. The Coastal High Hazard Area (Ref: Figure 3-7), defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

There are no existing or planned potable water wells in the Village of North Palm Beach, nor are there any minerals of determined value. A portion of the Village, within Planning Area 5, is located within Protection Zone 4 of the Richard Road wellfield. The extent of Protection Zone 4 within Planning Area 5 is indicated on Maps 5, 6B and 7 of the Future Land Use Map Atlas.

3.5.4 Northlake Boulevard Overlay Zone Map

The Northlake Boulevard Overlay Zone is illustrated on Maps 3C and 5 in the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor.

TABLE 3 - 1

TABLE 3-1 LAND USE CLASSIFICATION SYSTEM

For purposes of the Comprehensive Plan, the following land use classifications, which are applicable to North Palm Beach, are used to describe existing land uses in the Village. The classifications are consistent with those defined in Chapter 9J5, F.A.C. and concurrent with the Village's perception of use.

Residential: Land uses and activities within land areas used predominantly for housing and excluding all tourist accommodations.

Commercial: Land uses and activities within land areas which are predominantly related to the sale, rental and distribution of products and the provision or performance of services. Within the Commercial classification, residential and other uses may also be permitted in accordance with the mixed-use policies of the Comprehensive Plan and the Village's land development regulations.

Light Industrial/Business: Land uses which are predominantly related to providing office, flex, light industrial and warehouse space for the purposes of light manufacturing, assembly and processing of products, office uses, research and development, and wholesale distribution and storage of products. In addition, commercial uses that serve the projected workforce and neighboring residential populations and which encourage internal automobile trip capture may also be permitted."

Recreation/Open Space: Land uses and activities within land areas where recreation occurs and lands are either developed or vacant and concerned with active or passive recreational use.

Conservation/Open Space: Land uses and activities within land areas "designated" for the primary purpose of conserving or protecting natural resources or environmental quality, and includes areas designated for such purposes, or combinations thereof, as primary recreation, flood control, protection of quality or quantity of ground water or surface water, flood plain management, fisheries management, and/or protection of vegetative community or wildlife habitats. Permitted land uses shall include single-family units.

Public Buildings & Grounds: Lands and structures that are owned, leased, or operated by a government entity, such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held but publically regulated utility.

Educational: Land use activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.

Other Public Facilities: Land uses and activities within land areas concerned with other public or private facilities and institutions such as churches, clubs, fraternal organizations, homes for the aged and infirm, and other similar uses.

Transportation: Land areas and uses devoted to the movement of goods and people including streets and associated rights-of-way.

Water: All areas covered by water or any right-of-way for the purpose of conveying or storing water.

SOURCE: Florida Administrative Code: LRM, Inc. 2009; Rev. NPBCP Amendments 92-2 and 09-1.

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Alex Ahrenholz, Principal Planner

DATE: March 9, 2023

SUBJECT: **ORDINANCES 1ST READING – Amendments to the Future Land Use Element of the Village’s Comprehensive Plan and the Zoning Regulations for the C-3 Regional Business District (Old Twin City Mall Site)**

Background:

The old Twin City Mall site was established as the C-3 Regional Business District pursuant to an Interlocal Agreement executed by the Village and the Town of Lake Park in 1993. The current site is underutilized, with large vacant parcels. In 2016, the Village Council adopted the Citizen’s Master Plan, envisioning the site’s redevelopment into a mixed-use, walkable town center for the Village. After over a year of input and revisions, the proposed amendments provide a process to allow and incentivize the type of development.

Upon completion of numerous workshops, input from consultants, and additional studies, the Planning Commission recommended approval (6-0) of the proposed Comprehensive Plan Amendments and the proposed revisions to the C-3 Regional Business District zoning regulations. The proposed regulations are compatible with regulations already adopted by the Town of Lake Park and provide a framework to guide future development.

The proposed amendments address Village Council’s concerns raised during the November 2022 workshop, which focused primarily on height and setbacks. The proposed amendments reduced the maximum overall height within the PUD to 175 feet, less than the 220 feet allowable north of the Parker Bridge. The maximum height will only be permitted in the site’s interior. Additionally, the setbacks were significantly increased from public rights-of-way. Most notably, the building setback adjacent to U.S. Highway One and Northlake Boulevard has been increased to twenty-five (25) feet, thereby requiring the buildings to be set back past the existing vegetation. Furthermore, the regulations require a ten (10) foot building “step-back” along the public rights-of-way after the fourth story to assist with the reduction of building massing. These items have been addressed with the recommendations and input from the Treasure Coast Regional Planning Council (TCRPC).

Summary of Comprehensive Plan Amendments:

The proposed Ordinance amends the Future Land Use Element of the Village’s Comprehensive Plan. The Village is proposing additional language to the Village Goal Statement, taken in part from the Citizen’s Master Plan, to establish the Village’s intent to redevelop vacant parcels and older commercial structures into pedestrian-oriented, mixed-use development. The Village is also proposing revisions to supporting Policies to exempt the C-3 zoning district from the maximum residential density otherwise applicable to properties with a commercial land use designation.

The overall development potential would be limited to a maximum Floor Area Ratio (FAR) established in the zoning regulations. This gives the Village a better understanding of allowable massing because the utilization of maximum density does not provide square footage limitations.

Summary of Revisions to the C-3 Regional Business District Zoning Regulations:

The proposed amendments to the C-3 zoning regulations create an updated process for an applicant to request approval of a Planned Unit Development. In order to utilize this process, a potential developer would be required to meet the minimum threshold requirements, namely:

- A five-acre development parcel;
- A minimum of one-half acre of civic space;
- A minimum of 50,000 square feet of non-residential uses; and
- Additional public benefits in the form of enhanced landscaping, the creation of a functional living, shopping and/or working environments, or innovative architectural design.

The last criterion was added to address the Planning Commission's concern that the maximum allowances under the PUD regulations were granted not "by right." With input from the Planning Commission, the Village Council will have ultimate authority to approve any proposed master plan and subsequent site plans.

With the inclusion of the TCRPC recommendations, the amendments include a framework for development with a regulating plan, frontage types, and street and sidewalk standards. These standards create connectivity, ensure that building massing relates to its surroundings and provide minimum street standards.

The proposed amendments allow for a maximum FAR of 2.75, which is generally consistent with the regulations adopted by the Town of Lake Park. The Town of Lake Park allows for a maximum FAR of 2.0 for non-residential uses **plus** a residential density of 48 units per acre. Because a maximum density does not limit square footage, Lake Park's regulations actually allow more square footage on its portion of the old Twin City Mall site than the Village's proposed regulations.

Next Steps:

The proposed amendments to the Future Land Use Element of the Comprehensive Plan will go to the State of Florida Department of Economic Opportunity (DEO) for review, which may take up to sixty (60) days. Once the Village receives and addresses any comments from DEO, Staff will bring the proposed Ordinances back to the Village Council for consideration and adoption on second reading. Once the Ordinances are adopted, applicants may submit a PUD application and proposed master plan for review by the Planning Commission and the Village Council.

Recommendation:

Village Staff recommends Village Council consideration and adoption on first reading of the attached Ordinances amending the Future Land Use Element of the Village's Comprehensive Plan and the zoning regulations for the C-3 Regional Business District in accordance with Village policies and procedures.

1 WHEREAS, the Village wishes to amend the zoning regulations for the C-3 Regional Business
2 Zoning District to facilitate the type of large-scale development or lifestyle center contemplated
3 by the Master Plan through the use of a new Planned Unit Development process that provides
4 added flexibility and intensity; and

5
6 WHEREAS, the Village also wishes to amend certain other provisions of its Zoning Code to
7 implement the revised C-3 regulations and eliminate conflicts; and

8
9 WHEREAS, the Planning Commission, sitting as the Local Planning Agency, conducted a public
10 hearing to review this Ordinance and provide a recommendation to the Village Council; and

11
12 WHEREAS, having considered the recommendation of the Planning Commission and conducted
13 all required advertised public hearings, the Village Council determines that the adoption of this
14 Ordinance is in the interests of the health, safety and welfare of the residents of the Village of
15 North Palm Beach.

16
17 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
18 OF NORTH PALM BEACH, FLORIDA as follows:

19
20 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

21
22 Section 2. The Village Council hereby amends Article III, “District Regulations,” of
23 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-34.1 to read
24 as follows (additional language underlined and deleted language ~~stricken through~~):

25
26 **Sec. 45-34.1. C-3 regional business district.**

27
28 The C-3 regional business district is designed for the re-use and/or
29 redevelopment of commercial property. It contains special regulations and
30 procedures that are integrated with those of the Town of Lake Park to avoid
31 conflicts that could otherwise be created by the location of the town/village
32 boundary. Within C-3 business districts, the following regulations shall apply:

33
34 (1) *Uses permitted.* ~~Within the C-3 zoning district, no building,~~
35 ~~structure, land, or water shall be used, unless otherwise permitted by~~
36 ~~these regulations, except for any combination of the following~~
37 ~~purposes:~~ Table 1 indicates allowable uses in the C-3 regional
38 business district:

39
40 a. ~~Banks, savings and loans, stockbrokers, and similar financial~~
41 ~~institutions.~~

42
43 b. ~~Business offices, including medical and professional~~
44 ~~services.~~

- e. ~~Community residential homes, subject to the same requirements as apply in the R-2 zoning district, and family day care centers as defined in Chapter 402, Florida Statutes.~~
- d. ~~Hotels, motels, and time share units.~~
- e. ~~Multiple family dwellings (each building containing three (3) or more units) and customary accessory uses, subject to any limitations on residential uses in the adopted Comprehensive Plan.~~
- f. ~~Personal services typically offered in conjunction with shopping facilities, such as laundromats, dry cleaners, barber and beauty shops, child care facilities, health clubs, and shops for the repair, cleaning, or rental of items weighing less than one hundred (100) pounds.~~
- g. ~~Restaurants and other establishments where food and/or beverages are prepared and served.~~
- h. ~~Retail sale of new or antique merchandise that is displayed indoors only, whether in freestanding buildings or in a centrally managed shopping center or enclosed mall.~~
- i. ~~Theaters and other entertainment facilities including nightclubs, game rooms, bowling alleys, and similar establishments, provided they are fully enclosed and provided such uses shall not include adult entertainment establishments.~~

Table 1 - Allowable Uses

	<u>USES</u> <u>PERMITTED</u>	<u>BY PUD</u> <u>ONLY¹</u>	<u>NOT</u> <u>PERMITTED</u>
<u>RESIDENTIAL USES</u>			
<u>Mobile home park</u>			●
<u>Dwelling, one family detached</u>			●
<u>Dwelling, all other dwelling types</u>	●		
<u>Live/work unit</u>		●	
<u>Assisted living facility</u>		●	
<u>Community residential home</u>	● ²		
<u>LODGING USES</u>			
<u>Bed-and-breakfast establishment</u>		●	
<u>Hotel, including Extended Stay</u>	●		
<u>Motel</u>	●		
<u>Time-share unit</u>		●	

BUSINESS USES		
<u>Offices, general</u>	●	
<u>Office or clinic, medical or dental</u>	●	
<u>Stores & services, general</u>	●	
<u>Stores & services, large format</u>	●	
<u>Adult entertainment</u>		●
<u>Convenience store with fuel</u>		●
<u>Dog daycare</u>		●
<u>Drive-through facility (for any use)</u>		●
<u>Garage, parking</u>		●
<u>Heavy commercial and light industrial</u>		●
<u>Medical marijuana treatment center</u>		●
<u>Restaurant</u>	●	
<u>Bar, Night Clubs or Entertainment Establishments</u>	●	
<u>Telecommunications antennas</u>		●
CIVIC & EDUCATION USES		
<u>Child care facility</u>		●
<u>Church or place of worship</u>	●	
<u>Civic space</u>	●	
<u>Family day care</u>		●
<u>Government building</u>	●	
<u>Hospital or medical center</u>		●
<u>Public space</u>	●	
<u>School, public or private</u>		●

1 See section 10 for additional PUD requirements

2. Subject to the same requirements as apply in the R-2 zoning district

- 1
2
3
4 (2) *Off-street parking.* All proposed land uses shall provide a sufficient number
5 of parking spaces to accommodate the number of vehicles that can be
6 expected to be attracted to that use. Individual land uses can provide at least
7 the number of spaces listed below on the same parcel of land as the principal
8 building (or on an adjoining parcel under identical ownership) in lieu of
9 using the parking space standards found elsewhere in this Code. However,
10 certain land uses may require less parking; and combinations of land uses
11 may be able to reduce the total number of spaces by sharing those spaces
12 during differing peak hours or because of pedestrian traffic or multi-purpose
13 trips. Modified standards may be approved if fewer spaces will
14 accommodate the number of vehicles that can be expected to be attracted to
15 that use (or combination of uses) at the proposed location. Such a
16 modification may be made on individual parcels of land (or adjoining
17 parcels under identical ownership) by the building official when permitted

1 by consensus national codes or standards or after submission of persuasive
2 technical evidence (such as publications of the Institute of Transportation
3 Engineers (ITE)). Modifications that involve shared parking on parcels of
4 land that are not under identical ownership, or parking in a different
5 municipality than the principal building regardless of ownership, may be
6 approved through the special C-3 PUD procedures found below in section
7 45-34.1(10).
8

- 9 a. Auditoriums of any kind — 1 space per 3 seats.
10
11 b. Banks and other financial institutions — 3 spaces per 1,000 square
12 feet.
13
14 c. Hotels and motels — 1 space per guest room plus 1 space per 2
15 employees during the peak period; parking for restaurants and other
16 guest facilities to be calculated separately.
17
18 d. Offices, medical/dental — 5 spaces per 1,000 square feet.
19
20 e. Offices, all other — 3 spaces per 1,000 square feet.
21
22 f. Residential — 2 spaces per dwelling unit.
23
24 g. Restaurants and nightclubs — 12 spaces per 1,000 square feet,
25 except 6 spaces per 1000 square feet for restaurants offering take-
26 out service.
27
28 h. Retail uses and personal services — 4 spaces per 1,000 square feet,
29 except 1.5 spaces per 1,000 square feet for furniture sales.
30
31 i. Shopping centers — 4 spaces per 1,000 square feet.
32
33 j. Uses not listed above to be determined by the building official using
34 standards found elsewhere in this Code or upon submission of
35 persuasive technical evidence about the number of vehicles that can
36 be expected to be attracted.

37
38 *NOTES:*

- 39 1. All areas are measured as gross floor area except multi-
40 tenant shopping centers and office complexes, which are
41 measured as gross leasable area.
42 2. Fractional spaces can be disregarded.
43 3. Wherever the term "identical ownership" is used, the land
44 parcels in question must be contiguous and must be owned
45 by or under the unified control of the applicant.
46

1 (3) *Off-street loading and internal circulation.* Requirements for off-street
2 loading, parking lot aisles, accessways, and general internal circulation shall
3 be same as would apply in the C-S zoning district.
4

5 a. *Lighting:* Parking lots shall be fully illuminated during hours of
6 business operation with a minimum standard of illumination from
7 closing to dawn per the Palm Beach County Code or ITE, whichever
8 is more stringent.
9

10 (4) *Landscaping.* Landscaping shall be required along the outer boundary of the
11 C-3 zoning district (irrespective of any municipal boundary) and also in
12 unroofed parking areas whenever a parking area is constructed,
13 reconstructed, or reconfigured. In addition to the other provisions of
14 Chapter 27 of this Code, the following landscaping requirements shall be
15 met:
16

17 a. *Required landscaping adjacent to public rights-of-way:* The
18 required landscaped strip between a public right-of-way and an off-
19 street parking area shall be at least fifteen (15) feet wide and shall
20 contain at least five (5) trees and eighteen (18) shrubs for each one
21 hundred (100) lineal feet.
22

23 b. *Parking area interior landscaping for unroofed parking areas:* At
24 least ten (10) percent of the total paved surface area shall be devoted
25 to landscaped areas. Each area counting toward the ten (10) percent
26 total shall have an average minimum dimension of ten (10) feet. At
27 least one (1) tree shall be planted for every two hundred fifty (250)
28 square feet of required internal planting area. No parking space shall
29 be more than one hundred (100) feet from a tree planted in a
30 permeable island, peninsula, or median having a ten-foot minimum
31 width.
32

33 c. *Indigenous native vegetation:* To reduce maintenance and water
34 consumption, required landscaping shall include at least seventy-
35 five (75) percent indigenous native trees and fifty (50) percent
36 indigenous native shrubs.
37

38 d. *Installation:* All required landscaping shall be installed using
39 xeriscape principles including water conservation through the
40 appropriate use of drought-tolerant plants, mulching, and the
41 reduction of turn areas. Irrigation systems shall be designed to
42 operate only when needed and only in those areas that require
43 irrigation.
44

45 e. *Maintenance:* The property owner shall be responsible for the
46 maintenance of all required landscaped areas in a healthy and

1 vigorous condition at all times. Required trees shall not be trimmed
2 or pruned in such a way as to alter or limit their normal mature
3 height or crown spread. If required plants die, they shall be replaced
4 within sixty (60) days.

5
6 (5) *Setbacks and height.* The following setback, height, and spacing regulations
7 apply in the C-3 zoning district:

8
9 a. *Perimeter setbacks:* All buildings and structures shall be set back a
10 minimum of thirty (30) feet from the outer boundary of the C-3
11 zoning district, except an interior common municipal boundary. For
12 buildings in excess of two (2) stories or thirty (30) feet in height,
13 one (1) foot shall be added to the required perimeter setback for each
14 extra foot of height over thirty (30) feet.

15
16 b. *Additional setbacks to internal property lines:* The need for building
17 setbacks to property lines adjoining other land zoned C-3 is related
18 to the existing or proposed uses of those properties. Unless modified
19 through the special C-3 PUD procedures found below in section 45-
20 34.1(10), all new buildings and structures shall be set back a
21 minimum of twenty-five (25) feet from each of its property lines.

22
23 c. *Maximum building height:* The maximum height of any building
24 shall be fifty (50) feet.

25
26 d. *Spacing between buildings:* The minimum spacing between
27 individual buildings on the same or adjoining C-3 properties shall
28 be as required by applicable fire and building codes.

29
30 (6) *Maximum lot coverage.* There is no fixed cap on lot coverage or floor area
31 ratio. Maximum intensity will be governed by the application of the parking,
32 loading, setback, building height, and surface water management standards
33 found herein.

34
35 (7) *Signs.* In addition to the other provisions of sections 6-111 through 6-117
36 of this Code, but notwithstanding any conflicting standards found therein,
37 signs in the C-3 zoning district shall comply with the following regulations
38 unless modified through the special C-3 PUD procedures.

39
40 a. *Ground signs* are mounted on a monolithic base and are independent
41 of any building for support. They are permitted only when the sign
42 and base are monolithic and have essentially the same contour from
43 grade to top. Ground signs that meet the following regulations are
44 permitted in the C-3 district only along U.S. Route 1 and Northlake
45 Boulevard:

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1. *Maximum number of ground signs:* One (1) ground sign along U.S. Route 1 and one (1) ground sign along Northlake Boulevard, regardless of jurisdiction, North Palm Beach or Lake Park.
 2. *Maximum height of ground sign base:* Three (3) feet.
 3. *Maximum height of ground signs:* Thirteen (13) feet including the base, measured from the finished grade nearest the base (excluding berms).
 4. *Maximum size of ground signs:* One hundred (100) square feet; copy may be placed on two (2) sides of a ground sign without counting the area twice.
- b. *Pole signs* are not attached to any building and are supported upon the ground by poles or braces. Pole signs are not permitted in the C-3 district.
- c. *Wall signs* are those that are attached to the exterior of a building or structure in such a manner that the wall becomes the supporting structure, and may form the background surface, of the sign. Wall signs are permitted in the C-3 district provided they meet the following regulations:
1. *Maximum depth of wall signs:* Wall signs may not be painted directly on the wall and may not project more than two (2) feet from the building to which they are fastened.
 2. *Allowable slope of wall signs:* Wall signs may not be attached to walls that slope more than forty-five (45) degrees from a vertical plane.
 3. *Maximum height of wall signs:* Eighteen (18) feet measured from the finished grade nearest the wall, except that on a building of more than two (2) stories, a single wall sign is allowed above eighteen (18) feet. No wall sign may extend above the top of the wall to which it is attached.
 4. *Maximum number of wall signs:* One (1) permanent wall sign is permitted for each business which has direct ground level walk-in access from a public or private roadway or sidewalk, and one additional permanent wall sign identifying the building is permitted for each multiple occupancy complex.

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- 5. *Maximum size of wall signs:* Five (5) percent of the area of the wall to which it is attached; or seven (7) percent if the front building setback is greater than seventy (70) feet; or ten (10) percent if the front building setback is greater than one hundred (100) feet. However, in no case shall a wall sign exceed one hundred (100) square feet in size.
 - d. *Roof signs* are erected and constructed wholly on and over the roof of a building, and are supported by the roof structure or are an integral part of the roof. Roof signs are not permitted in the C-3 district.
 - e. *Size computations:* When these regulations establish the maximum size of a sign, it shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign any backdrop or structure against which it is placed.
 - f. *Allowable colors:* Notwithstanding the regulations in Chapter 6 of this Code, color tones utilized for all signs complying with these regulations shall be compatible with surrounding area.
 - g. *Lighting:* Signs containing illumination shall be turned off by 12:00 a.m. (midnight) each night, or when the business closes, whichever is later.
 - h. *Appeals:* Notwithstanding conflicting appeal procedures found elsewhere in this Code, all requests for modifications to sign regulations in the C-3 zoning district shall be made through the special C-3 PUD procedures found below in 45-34.1(10).
- (8) *Surface water management.* A complete surface water management system shall be provided to current standards of the South Florida Water Management District whenever a building or parking area is substantially redeveloped.
- (9) *Location of business for retail sales of alcoholic beverages.*
- a. No licensed retail sales of alcoholic beverages shall be carried on where the proposed place of business is within five hundred (500) feet of a church, synagogue, temple or other place of worship.

- b. The method of measurement provided for above shall be made or taken from the main front entrance of such church to the main front entrance of the applicants proposed place of business along the route of ordinary pedestrian traffic.
- c. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to the retail sale of beer, ale or wine for off-premises consumption.
- d. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to any bona fide restaurant as defined and licensed under Florida Statutes as a restaurant with full kitchen facilities, regardless of size or seating capacity, where alcoholic beverages are served solely as an accessory use to the restaurant and only when such restaurant is open for the sale and service of food.

(10) ~~Special C-3 Planned Unit Development (PUD) provisions. Land in a C-3 zoning district may have fragmented ownership or may adjoin a municipal boundary. Despite these complications, the Village of North Palm Beach desires to provide for an added degree of flexibility in the placement and interrelationship of the buildings and land uses in this district. One (1) or more landowners in the C-3 district may elect to use these special PUD procedures to seek approval of a site development plan that resolves ownership or boundary complications and/or which differs from the literal terms of these zoning and land development regulations. These procedures may also be used to seek approval for certain land uses that are not permitted by right in the C-3 district (see section 45-34.1(1) above) or to request a specific modification to the sign regulations. However, any PUD approval under these procedures must be consistent with the spirit and intent of the C-3 zoning district and must also be consistent with the Comprehensive Plan. It is the intention of the village to provide a mechanism and process to promote the redevelopment of the obsolete and underutilized areas of the C-3 zoning district with large-scale, master-planned projects that promote: a mix of uses; connectivity; pedestrian-oriented development; removal of surface parking; creation of public/civic gathering spaces; and shopping, entertainment and restaurant uses within the form of an urban neighborhood incorporating residential development as an integral use. These projects promote the economic and redevelopment goals of the village, and the village has created these planned unit development (PUD) provisions to facilitate these goals. Properties in the C-3 zoning district that do not meet the threshold criteria set forth below may utilize the general PUD provisions of section 45-35.1 of this code as set forth in section 45-35.1(D). Properties in the C-3 zoning district that do meet the threshold criteria below may, at the option of the property owner, utilize the following special PUD regulations:~~

- a. The threshold criteria for use of these special provisions are as follows:

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1. The development parcel includes a minimum of at least five (5) contiguous acres of land that will be initially reviewed and approved as one overall development project. Any subsequent amendments to such plan or individual phases of such plan shall also be subject to these special provisions.
2. The project provides a minimum of one-half (1/2) acre for a civic space within the project site. "Civic space" shall be defined as an open space that is dedicated for public use including all adjacent pedestrian amenities. The civic space may include, parks, plazas, courtyards, playgrounds, or similar uses. The civic space may be owned, maintained and/or operated either publicly or privately. The civic space may be reconfigured or relocated from the orientation shown on the regulating plan. Civic space provided pursuant to this subsection shall be credited towards the public sites and open spaces requirements of section 36-23 of this code.
3. To achieve a mixed-use project, a minimum of 50,000 square feet of the total project development shall be allocated to non-residential uses.
4. The project provides additional public benefits in the form of enhanced landscaping, the creation of a functional living, shopping and/or working environments, or innovative architectural design.

~~b. *Additional land uses:* The following land uses are not permitted by right but may be approved in response to a specific PUD application:~~

- ~~1. Automobile, truck, or motorcycle dealers (new or used).~~
- ~~2. Cultural, civic, educational, health care, and religious facilities.~~
- ~~3. Nursing or convalescent homes.~~
- ~~4. Offices for non-profit, religious, or governmental activities.~~
- ~~5. Automobile service stations, not involving automobile repairs or maintenance, including ancillary uses of convenience store and car wash.~~

~~a b. *Allowable changes to existing regulations:* No PUD approval can permit any development that is inconsistent with the Comprehensive~~

1 Plan. Subject to this limitation, ~~changes may be considered through~~
2 ~~this process to any zoning and land development regulation that the~~
3 ~~village council finds would unduly constrain desirable re-use and/or~~
4 ~~redevelopment of land in the C-3 zoning district. After any such~~
5 ~~changes are made by the village council, those changes shall govern~~
6 ~~to the extent of conflict with these regulations~~ the village council
7 may grant waivers to the applicable regulations set forth in this
8 section and as otherwise provided in this chapter subject to the
9 following:

- 10
11 1. A waiver request in the C-3 zoning district cannot be used
12 to:
 - 13
14 i. Add uses that are not allowable under this code;
 - 15
16 ii. Increase the allowable floor area ratio; or
 - 17
18 iii. Increase the allowable building height.
- 19
20 2. When evaluating waiver requests, the village will consider
21 the following factors and any additional criteria set forth in
22 the relevant zoning district:
 - 23
24 i. The extent to which the alternate standard proposed
25 by the applicant differs from the code's standard that
26 would be waived;
 - 27
28 ii. Whether the granting of the waiver will lead to
29 innovative design in which other minimum standards
30 are exceeded;
 - 31
32 iii. Whether the request clearly demonstrates the public
33 benefits to be derived;
 - 34
35 iv. Whether the request furthers the goals of the village
36 master plan, and exemplifies the architectural,
37 building, and site design techniques desired within
38 the village's appearance plan;
 - 39
40 v. Whether the requested waiver can be granted in the
41 zoning district;
 - 42
43 vi. Any unusual circumstances regarding the property or
44 immediate area, including the location of power
45 lines, specimen trees, or shade trees; and
46

1 vii. The effect of approving or denying the waiver on the
2 development project and on the surrounding area.

3
4 c. ~~Minimum PUD requirements Unified control: There is no minimum~~
5 ~~parcel size for PUD applications. However, most favorable~~
6 ~~consideration will be given to applications that encompass the~~
7 ~~largest possible land area, and no parcel that is smaller than its size~~
8 ~~when this section was adopted (March, 1995) may be submitted~~
9 ~~unless it was properly platted through the provisions of these land~~
10 ~~development regulations. All parcels submitted in a single PUD~~
11 ~~application must be contiguous and must be owned by or be~~
12 ~~under the unified control of the applicant. All common areas shall be~~
13 ~~subject to joint maintenance by all of the property owners within the~~
14 ~~PUD, and the unified control documents shall provide for reciprocal~~
15 ~~easements over all streets, driveways, parking areas, pedestrian~~
16 ~~areas and civic space in favor of all properties within the PUD.~~
17 ~~While the village shall always treat the PUD as one project, portions~~
18 ~~of the PUD may be conveyed to third parties by metes and bounds~~
19 ~~once the unified control documents have been approved by the~~
20 ~~village attorney and recorded in the county public records.~~

21
22 d. *Application procedures:* PUD applications made under this section
23 shall be accompanied by the applicable fee and shall contain the
24 following:

- 25
- 26 1. Satisfactory evidence of unified control of the entire area
27 within the proposed PUD; agreement to abide by the
28 conditions of approval, if granted; and ability to bind
29 successors in title to these conditions if the proposed
30 development is built.
 - 31
 - 32 2. A proposed master site development plan in sufficient detail
33 to show the approximate locations of buildings, parking
34 areas, and stormwater management facilities. This plan shall
35 also show the exact locations of all access points to public
36 streets and to any abutting land zoned C-3, whether in Lake
37 Park or North Palm Beach. The master plan shall also
38 include intensity of each use, maximum floor area ratio
39 (FAR), and building heights. The master plan may include
40 phased development.
 - 41
 - 42 3. ~~Unless clearly shown directly on the site development plan,~~
43 ~~an explicit list of zoning and land development regulations~~
44 ~~for which changes are sought, and the proposed alternate~~
45 ~~standards. An application and justification statement~~
46 ~~describing the proposed land uses, identifying requested~~

1 waivers, demonstrating compliance with all code
2 requirements, and setting for any volunteered limited
3 conditions furthering the intent of the C-3 zoning district.

- 4
- 5 4. ~~A specific list describing any of the additional land uses~~
6 ~~listed in section 45-34.1(10)b. for which the applicant is~~
7 ~~requesting approval. Vehicular circulation plan and traffic~~
8 ~~impact study completed by a certified transportation~~
9 ~~engineer.~~
- 10
- 11 5. ~~Any volunteered limiting conditions that could provide~~
12 ~~assurances that the development as proposed would further~~
13 ~~the intent and spirit of the C-3 district and the~~
14 ~~Comprehensive Plan. Conceptual drainage plan and~~
15 ~~statement prepared by a certified civil engineer.~~
- 16
- 17 6. Conceptual landscape design completed by a registered
18 landscape architect.
- 19
- 20 7. Preliminary plat
- 21
- 22 8. Conceptual architecture elevations and/or renderings and
23 any other information requested by the community
24 development director.

25

26 ~~The site development plan, lists of alternate standards and additional~~
27 ~~land uses, and volunteered conditions should be submitted in a~~
28 ~~format suitable for attachment to an ordinance approving the~~
29 ~~requests.~~

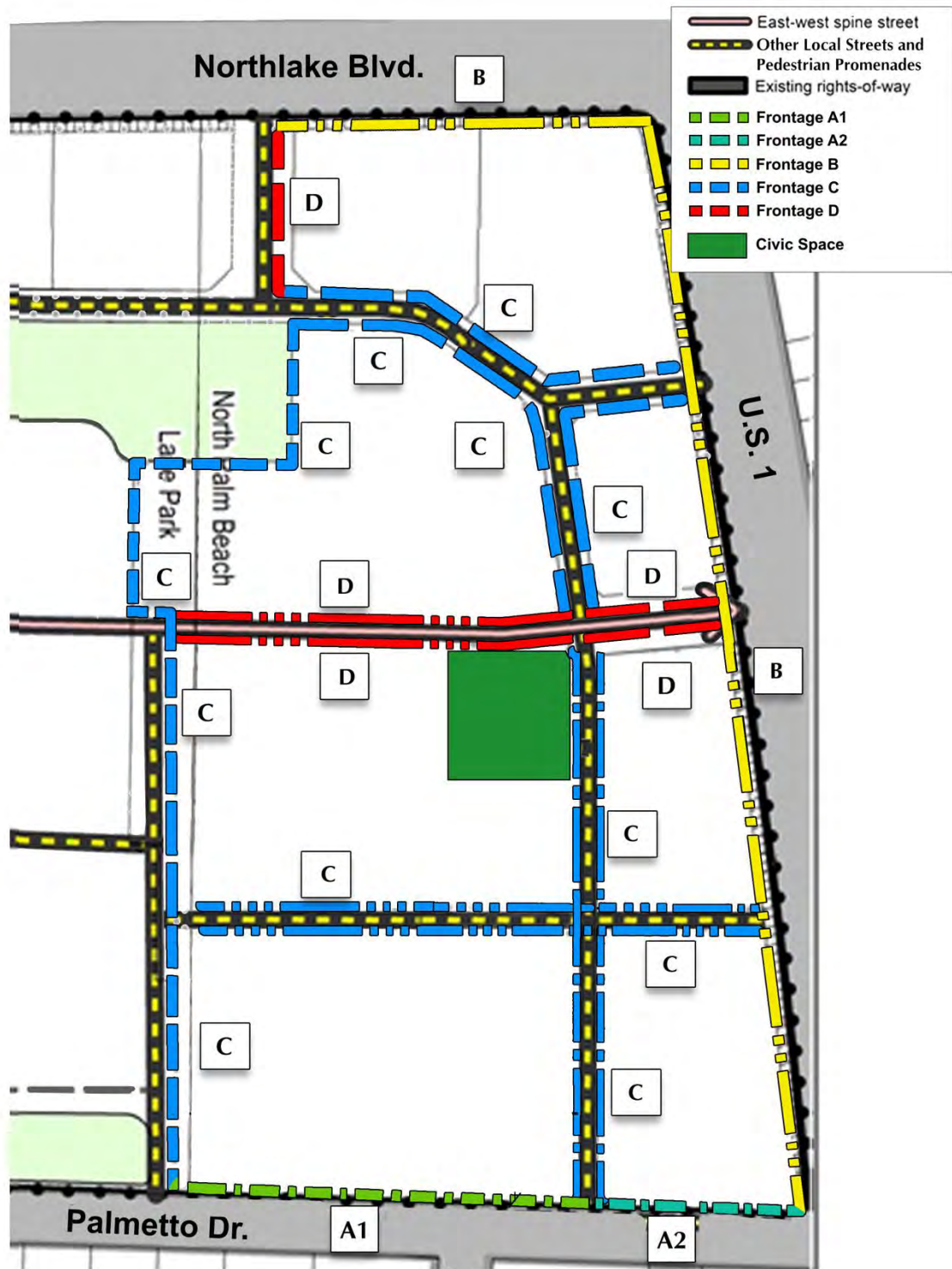
- 30
- 31 e. *Approval process:* PUD applications under this section shall be
32 forwarded along with recommendations from staff to the planning
33 commission, which after holding a public hearing shall make a
34 formal recommendation to the village council of approval, partial
35 approval, or disapproval. The village council shall also hold a public
36 hearing and ~~decide whether to approve, partially approve, or~~
37 ~~disapprove the PUD application. to take final action on the~~
38 ~~application. Unless the application is disapproved in full, this action~~
39 ~~shall be by ordinance.~~ The applicant may then proceed to obtain
40 final site plan and appearance approval for specific phases of the
41 project (if applicable) as indicated in the approved master plan. all
42 other needed development permits in accordance with the village's
43 regulations.
- 44
- 45 f. *Application review procedures abutting or crossing a municipal*
46 *boundary:* Any PUD application for property abutting or crossing

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~~the Lake Park town boundary shall meet all of the above requirements. In addition, to protect the interests of other C-3 landowners and the town, a decision on the PUD application shall be made by the village council only at a joint meeting with the Lake Park Town Commission. Regardless of the final governing body approving the project, joint municipal staff review and a joint meeting of the North Palm Beach planning commission and the Lake Park planning and zoning board shall be required for approval. Both municipalities shall review the master plan and subsequent site plan and appearance approvals, unless otherwise provided for as part of the master plan approval process. For projects proposed within the jurisdictional boundaries of both Lake Park and North Palm Beach, the project shall be reviewed in accordance with the governing standards of whichever jurisdiction contains eighty percent (80%) or more of the project area. The governing body of the same jurisdiction, instead of both governing bodies, shall make final approval, with recommendations from both advisory planning boards.~~

g. Regulating Plan. Figure 1, Regulating Plan, identifies the properties, frontage types and street locations for properties developing under the special PUD regulations.

Figure 1 – Regulating Plan



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h. Building frontage types.

1. Setbacks. The following setbacks shall apply to development parcels approved through the site and appearance review process:

i. Perimeter setbacks: All buildings fronting public rights-of-way shall meet the front setbacks as indicated in the regulating plan and further described in Table 2.

ii. Additional setbacks to internal property lines, parcel lines or private internal streets, drives or alleys: All internal buildings shall meet the building frontages as indicated on the regulating plan and described in Table 2.

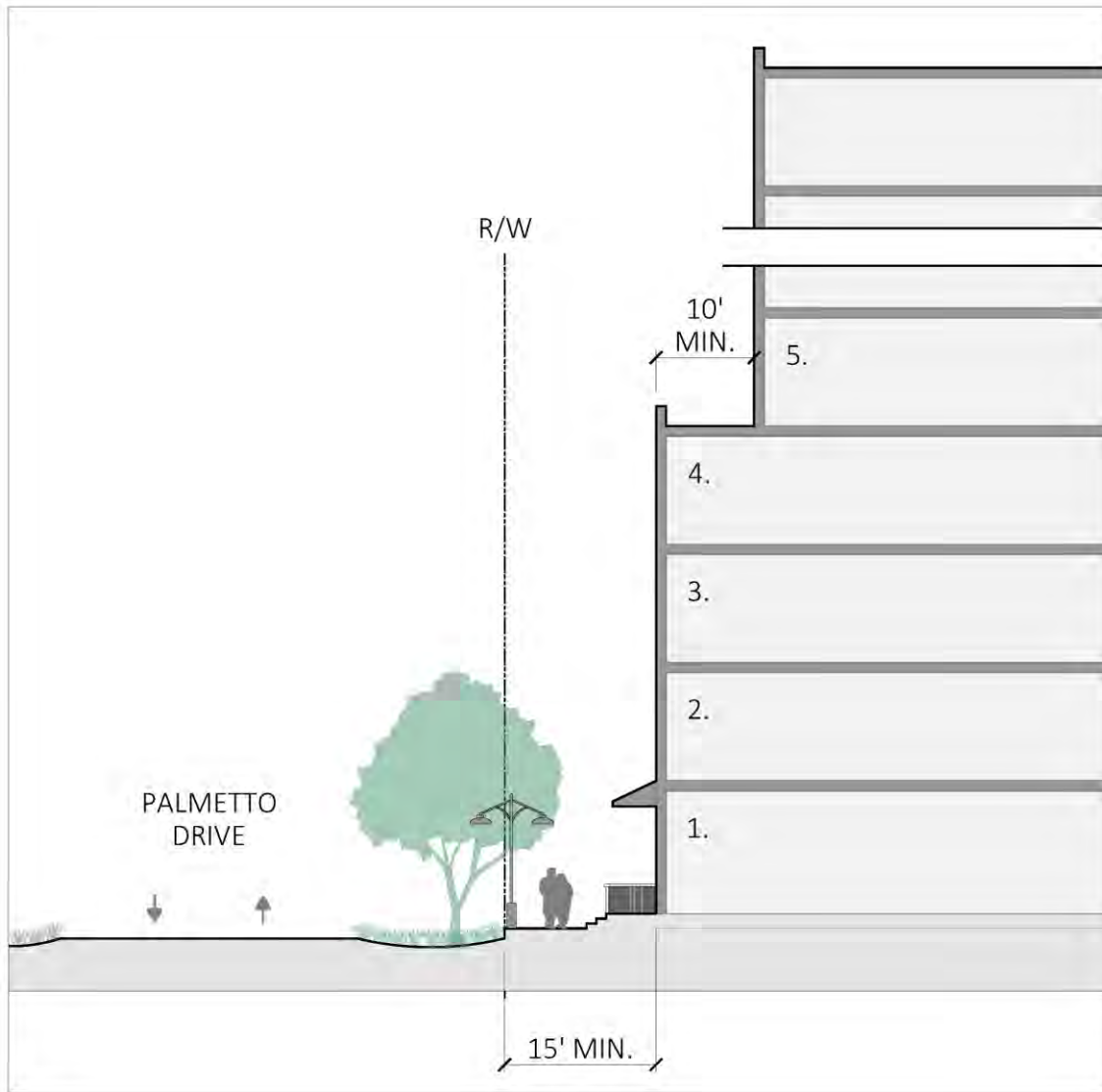
iii. Spacing between buildings: The minimum spacing between individual buildings on the same property, same parcel or adjoining C-3 properties shall be determined by applicable fire and building codes.

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Table 2 - Building Frontage Types

The following frontage configurations shall be used within the properties designated on the regulating plan. See Figure 1 for permitted frontage locations.

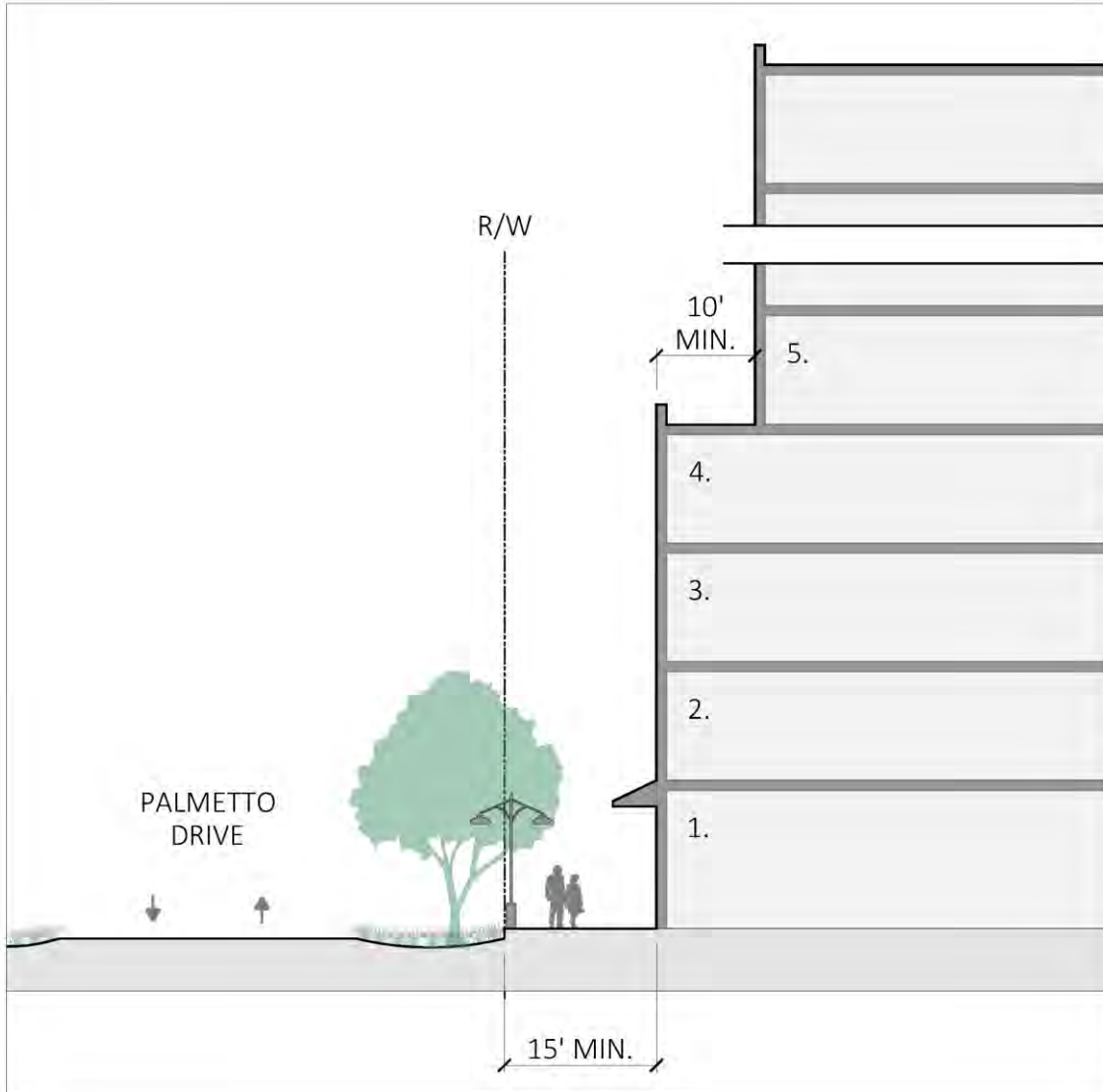
Frontage A1



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Frontage A2



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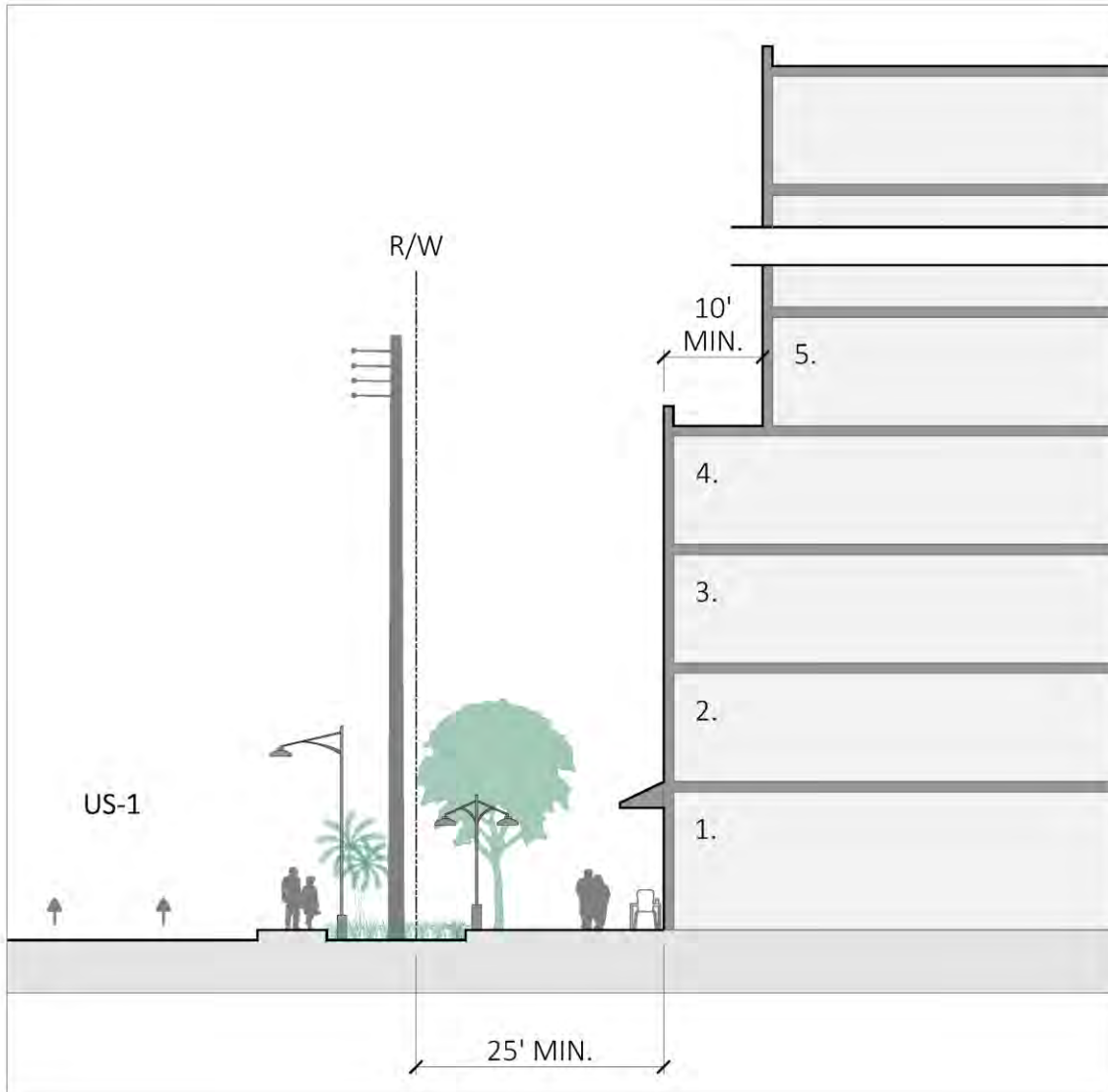
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Frontage B



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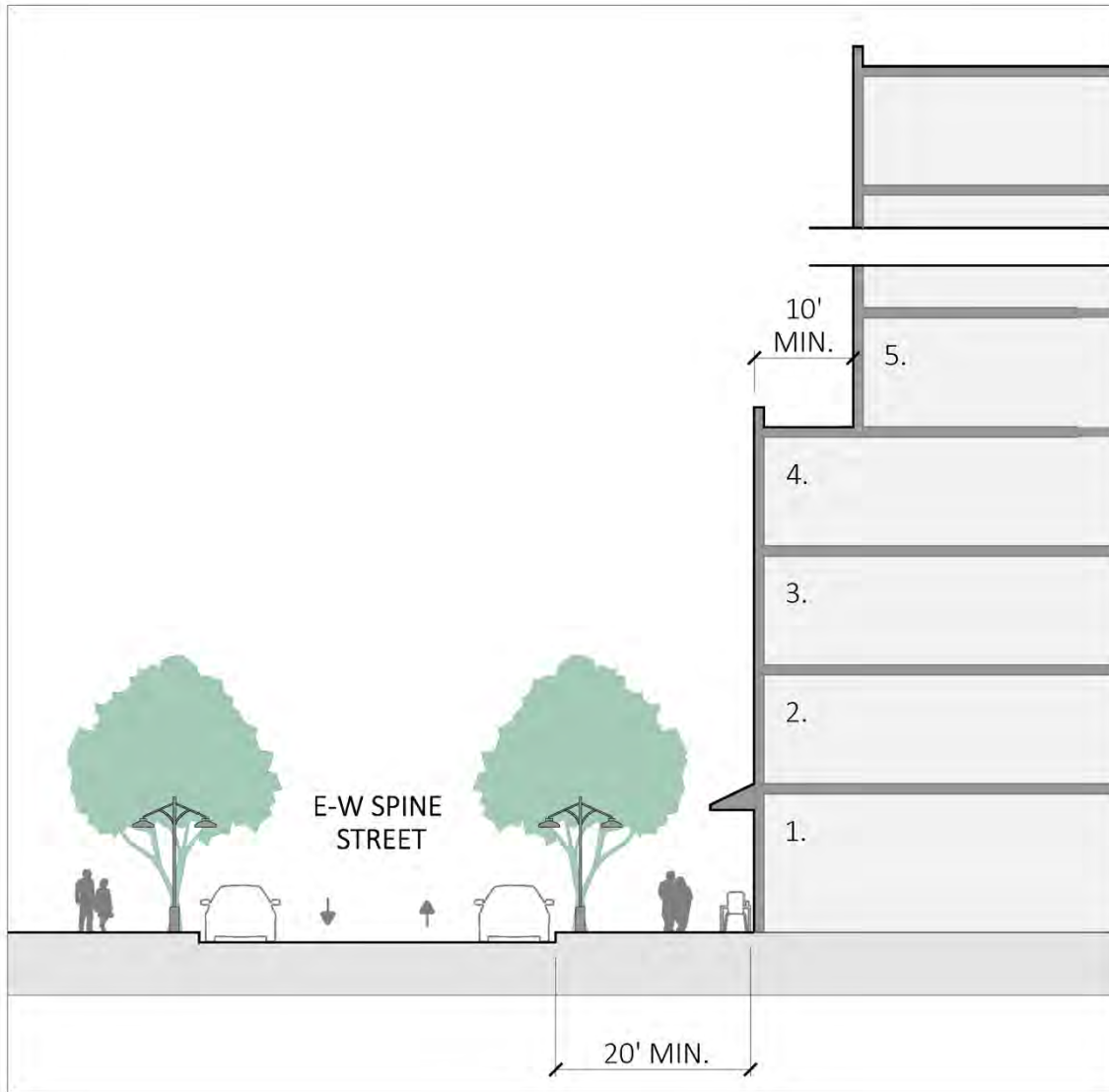
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Frontage C



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Frontage D



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i. *Building Frontage percentage:* The building frontage percentage is calculated by dividing the width of the building by the width of the lot along the same street frontage. All buildings shall have a minimum frontage of seventy percent (70%) for internal streets and eighty percent (80%) along Palmetto Drive, U.S. Highway One and Northlake Boulevard.

j. *Development Intensities:* Master site development plans proposed through this process shall have a maximum Floor Area Ratio (FAR) of 2.75. The FAR is calculated by the total gross area of the property, including existing and proposed easements and proposed public and private streets

1 and alleys multiplied by the FAR. The maximum building
2 area is limited by the maximum allowable FAR. “Building
3 area” means the total air-conditioned leasable or saleable
4 floor area of a building, including hallways, stairs, elevators
5 and storage spaces. The building area does not include: non-
6 habitable enclosed areas on the rooftop; external unenclosed
7 circulation areas; parking areas and parking garages;
8 unenclosed colonnades, porches and balconies; and un-air-
9 conditioned storage spaces.

10
11 k. Building Height: Buildings meeting each of the criteria of
12 these special PUD provisions set forth in subsection (10)(a)
13 above may have up to fourteen (14) stories and a maximum
14 height of one hundred seventy-five feet (175’), not including
15 roof-top amenities. However, buildings fronting U.S.
16 Highway One, Northlake Boulevard and Palmetto Drive
17 shall not exceed nine (9) stories or one hundred twenty feet
18 (120’) in height within fifty feet (50’) feet of the right-of-
19 way.

20
21 For the purposes of calculating the number of stories in a
22 building, stories shall be defined as the space between the
23 finished floor and the top of the structural slab and adjusted
24 as follows:

- 25
26 1. Each level devoted to parking is considered as an
27 individual story when calculating the number of
28 stories in a building, except where parking levels are
29 screened by a liner building that is a minimum of
30 twenty feet (20’) deep and at least two (2) stories tall
31 or an enhanced and aesthetically pleasing
32 architectural feature that screens the parking.
- 33
34 2. When parking levels are constructed on a slope or are
35 connected by sloping or circular ramps, the number
36 of stories will be based on the non-sloped areas. If
37 there are no non-sloped areas, the number of stories
38 will be counted as the highest parking level plus each
39 parking level below.
- 40
41 3. A mezzanine will not count towards the number of
42 stories provided the total area of the mezzanine level
43 is less than forty percent (40%) of the floor area of
44 the main story below.
- 45

1 4. Rooftop amenities shall not count as a story so long
2 as no more than forty percent (40%) of the rooftop
3 shall be fully enclosed, air-conditioned space. None
4 of the rooftop space is habitable for residential
5 purposes.

6
7 1. Floor to Floor Heights: Development may use the following
8 standards for the elevation of ground-floors and minimum/
9 maximum dimensions for floor heights. These standards are
10 measured as follows in Table 3.

11 **Table 3 - Floor to Floor Standards**

	<u>Max.</u>
<u>Height of ground-story:</u>	<u>25'</u>
<u>Height of upper-story:</u>	<u>14'</u>

12
13 Exceptions: The maximum floor to floor height standards in
14 Table 3 do not apply in the following circumstances:

15
16 1. A story in or under a building that is devoted to
17 parking is counted as a story when calculating the
18 number of stories in a building, but does not need to
19 comply with the maximum floor to floor heights in
20 Table 3.

21
22 2. When the total area of mezzanine level is less than
23 forty percent (40%) of the floor area of the story
24 below, the mezzanine level does not need to comply
25 with the maximum floor to floor heights in Table 3.

26
27 3. Any story that exceeds the height limitation of Table
28 3 will count as an additional story.

29
30 m. Architectural Features:

31
32 1. Main Entrances:

33
34 i. The main entrance for all buildings in these
35 special provisions is its principal point of
36 access for pedestrians. Main entrances must
37 face a street, alley, or civic space.

38
39 ii. Buildings fronting on two streets may have a
40 pedestrian entrance on both streets.

41
42 2. Facade Transparency:

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- i. Transparency means the amount of transparent window glass or other openings in a building's façade along a street frontage. The transparency ratio requirement is expressed as the percentage of the transparent area divided by the entire façade area. It is calculated separately for the ground story of a façade and all upper story floors above the first floor.
- ii. A minimum of sixty percent (60%) transparency shall be provided for all ground floor non-residential building frontage and all non-residential uses above the ground floor, with the exception of garage structures and floors above the ground floor that are part of a parking structure which are exempt from this requirement.
- iii. Glazed windows and doors with tinted glass or applied films will be considered transparent if they transmit at least fifty percent (50%) of visible daylight.
- iv. The transparent area of windows and doors include rails and stiles as well as muntin bars and other separators within primarily glazed areas; however, the transparent area excludes outer solid areas such as jambs, sills and trim.

n. Street and Sidewalk Standards:

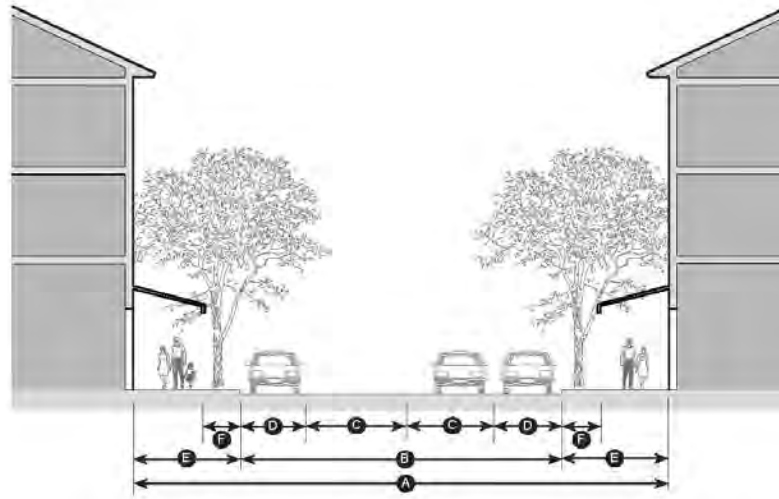
- 1. Streets and blocks are indicated on the Regulating Plan, Figure 1. Final development plans may deviate from the alignment of those streets provided the modification provides equivalent functionality to intersections with U.S. Highway One and roads within the Town of Lake Park. Modifications shall be requested through the PUD application process.
- 2. Streets shall be designed in accordance with Figure 2 and shall be built concurrently with the development or a phasing plan approved by the village.

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3. To encourage pedestrian circulation, minor streets may be designed primarily for pedestrian use with the ability to accommodate service and emergency vehicles when required.
4. All streets within the C-3 zoning district shall be owned and maintained privately unless otherwise approved by the village.
5. Alleys may be proposed between streets shown on the regulating plan.
6. Sidewalks adjacent to the U.S. Highway One and Northlake Boulevard rights-of-way shall be a minimum of eight feet (8') in width. All sidewalks shall be a minimum of six feet (6') in width.
7. One-way streets shall only be permitted adjacent to a civic space, following the lane width, parking and planter dimensions shown in Figure 2. All one-way streets shall be in addition to the proposed streets shown on the regulating plan. A traffic circulation plan shall be included with the master plan application to ensure anticipated connections are maintained.

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Figure 2



Description:	Details:	Key:
<u>Width of right-of-way</u>	<u>60' min.</u>	<u>A</u>
<u>Movement type</u>	<u>Slow</u>	
<u>Target speed</u>	<u>25 mph</u>	
<u>Width of pavement</u>	<u>36' min.</u>	<u>B</u>
<u>Travel lanes</u>	<u>10' min. travel lanes</u>	<u>C</u>
<u>Bicycle facilities</u>	<u>shared travel lanes</u>	<u>C</u>
<u>On-street parking</u>	<u>8' min parallel parking</u>	<u>D</u>
<u>Pedestrian facilities</u>	<u>12' min.</u>	<u>E</u>
<u>Furnishing strip:</u>		<u>F</u>
<u>Tree spacing</u>	<u>30' average</u>	

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- o. Landscape Standards. All landscaping shall meet the requirements of the Article VIII (Landscaping) of this chapter unless a waiver is requested through the PUD process.
- p. Parking Standards. Parking shall meet the requirements of this subsection. Dimensions and specifications for parking shall meet section 45-36.J of this code.
 - 1. Parking space ratios: Table 4 provides parking space ratios for various uses on a site within the PUD. These ratios establish the minimum number of on-site parking spaces. Ratios based on square feet refer to the gross floor area.

Table 4 - Parking Space Ratios

<u>PROPOSED USE</u>	<u>PARKING SPACE</u>
RESIDENTIAL USES	
<u>Dwelling, all other dwelling types</u>	
<u>Efficiency</u>	<u>1 per unit</u>
<u>1 bedroom</u>	<u>1.25 per unit</u>
<u>2 or more bedrooms</u>	<u>1.75 per unit</u>
<u>Live/work unit</u>	<u>1 per 1,000 sq. feet</u>
<u>Assisted living facility</u>	<u>0.5 per resident</u>
<u>Community residential home</u>	<u>0.5 per resident</u>
LODGING USES	
<u>Bed-and-breakfast establishment</u>	<u>1 per guest room</u>
<u>Hotel</u>	<u>1 per guest room</u>
<u>Motel</u>	<u>1 per guest room</u>
<u>Time-share unit</u>	<u>1.25 per unit</u>
BUSINESS USES	
<u>Offices, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Office or clinic, medical or dental</u>	<u>3 per 1,000 sq. feet</u>
<u>Stores & services, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Stores & services, large format</u>	<u>3 per 1,000 sq. feet</u>
<u>Convenience store with fuel</u>	<u>5 per 1,000 sq. feet</u>
<u>Dog daycare</u>	<u>3 per 1,000 sq. feet</u>
<u>Drive-through facility (for any use)</u>	<u>---</u>
<u>Garage, parking</u>	<u>---</u>
<u>Restaurant or cocktail lounge</u>	<u>10 per 1,000 sq. feet</u>
<u>Telecommunications antennas</u>	<u>---</u>
CIVIC & EDUCATION USES	
<u>Child care facility</u>	<u>1 per 12 students</u>
<u>Church or place of worship</u>	<u>1 per 4 peak attendees</u>
<u>Civic space</u>	<u>---</u>
<u>Family day care</u>	<u>(no additional parking)</u>
<u>Government building</u>	<u>2 per 1,000 sq. feet</u>
<u>Public space</u>	<u>---</u>
<u>School, public or private</u>	<u>1 per 12 students</u>

2. Parking space adjustments. The number of on-site parking spaces calculated in accordance with Table 4 shall be adjusted under any one or more of the following circumstances:

- i. Mixed-use developments qualify for the shared-parking percentage reductions specified in Table 5 provided the development includes at least ten percent (10%) of its gross floor area in a second category of Figure 4 (residential, lodging, office, business, and civic/education uses).
- ii. Required spaces may be located up to five hundred (500) feet off-site in a dedicated or joint-use parking lot provided that permission to use those spaces is specified in a binding agreement that is reviewed and approved during the site plan and appearance review process.
- iii. Golf cart parking spaces may be provided with minimum dimensions of five (5) feet wide by ten (10) feet long. However, none of the development's required parking spaces may be met by golf cart parking spaces.

Table 5 - Shared Parking Reductions

Residential						Residential
Lodging						Lodging
Offices						Offices
Business (other)			0%			Business (other)
Civic / Educ.		10%	10%			Civic / Educ.
	30%	0%	30%			
	20%	20%	20%	20%		
	30%	15%	0%	15%	30%	
	20%	10%	10%	20%		
	10%	0%	10%			
	10%	10%				
	0%					

3. A deferred parking plan may be approved by the village if a parking study is provided that demonstrates the need for parking is less than what is required by code, or the owner has demonstrated that an alternative means of access to the uses on the site justifies the deferral of the construction of a portion of the required parking spaces. The deferred parking plan shall:
 - i. Be designed to contain sufficient space to meet the full parking requirements of the code. The plan shall illustrate the layout for the full number of parking spaces, and shall designate which parking spaces are to be deferred.
 - ii. Be designed so that the deferred parking spaces are not located in areas required for landscaping, buffer zones, or areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this code.
4. Physical standards for parking lots, driveways, and loading: Physical standards for outdoor parking lots, driveways and loading are contained herein or as modified by a request through the PUD process. No parking shall be located within the building frontage setback.
5. Standards for parking garages: Parking spaces may be provided under or in buildings or in dedicated parking garages instead of being provided in uncovered surface parking lots. Such parking spaces need not comply with the minimum setbacks for surface parking lots. These parking spaces must be screened from view from all streets. Screening may be provided by rooms in the same building or with a liner building that is at least two (2) stories tall with space at least twenty feet (20') feet deep or an enhanced and aesthetically-pleasing architectural feature screening the same two (2) stories.

- q. Sign Standards: All projects shall provide a sign plan that shall be reviewed and approved by the village during site plan and appearance approval. Pedestrian oriented signs are strongly encouraged and no ground signs shall be permitted as part of the PUD.
- r. Lighting Standards: A photometric plan shall be provided during site plan and appearance review. The plan shall include all luminaire specifications, pole locations, and foot-candle levels on directly adjacent properties. Light trespass shall be limited to the largest extent possible.

1 Section 3. The Village Council hereby amends Article III, “District Regulations,” of
 2 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-35.1 to read
 3 as follows (additional language underlined and deleted language ~~stricken through~~):
 4

5 **Sec. 45-35.1. - Planned unit development.**

6
 7 I. *Statement of intent.*

8
 9 A. The intent of this section is to provide, in the case of a
 10 commercial planned unit development consisting of one
 11 (1.0) or more acres, in the case of an industrial planned unit
 12 development consisting of one (1.0) or more acres, and in
 13 the case of a residential planned unit development, an added
 14 degree of flexibility in the placement and interrelationship of
 15 the buildings and uses within the planned unit development,
 16 together with the implementation of new design concepts. At
 17 the same time the intensity of land use, density of population
 18 and amounts of light, air, access and required open space will
 19 be maintained for the zoning district in which the proposed
 20 project is to be located, except as may be permitted for key
 21 redevelopment sites through subsection 45-35.1.VIII.
 22 Nothing herein should be construed as allowing deviation for
 23 uses other than those specified as permitted uses, nor any
 24 greater intensity of use or density of population nor any less
 25 required open space than that which is specified in this
 26 chapter for the zoning district in which a proposed project is
 27 located, except as may be permitted through subsection 45-
 28 35.1.VIII.

29
 30 B. Subject to the foregoing statement of intent, the village
 31 council may, in the case of commercial, industrial and
 32 residential planned unit developments, allow for minor
 33 modification of the provisions of this chapter or other land

1 development regulations in accordance with the procedure
2 set forth in subsections II, III, IV and V.

3
4 C. The Planned Unit Development procedures in section 45-
5 35.1 may not be used in the following zoning districts which
6 provide a different process for considering minor
7 modifications:

8
9 1. C-MU the C-MU zoning district allows waivers (see
10 the C-MU zoning district and section 45-51).

11
12 ~~2. C-3 the C-3 zoning district contains special PUD
13 procedures that apply only to that district (see
14 subsection 45-34.1.K).~~

15
16 ~~3 2.~~ C-NB the C-NB zoning district allows waivers (see
17 the C-NB zoning district and section 45-51).

18
19 D. The Planned Unit Development procedures in section 45-
20 35.1 may be used in the C-3 zoning district where the
21 property does not meet the threshold criteria for use of the
22 special Planned Unit Development procedure set forth in
23 section 45-34.1(10) of this code. The minimum size
24 requirement set forth in subsection A above shall not be
25 applicable to such Planned Unit Developments within the C-
26 3 zoning district.

27
28
29 Section 4. The Village Council hereby amends Article VII, “Nonconforming Uses of Land
30 and Structures,” of Appendix C (Chapter 45) of the Village Code of Ordinances by amending
31 Section 45-65 to read as follows (deleted language ~~stricken through~~):

32
33 **Sec. 45-65. Nonconforming uses of structures or of structures and premises**
34 **in combination.**

35
36 (1) If a lawful use involving individual structures with a replacement cost of
37 one thousand dollars (\$1,000.00) or more, or of structure and premises in
38 combination, exists at the effective date of adoption or amendment of this
39 ordinance, that would not be allowed in the district under the terms of this
40 ordinance, the lawful use may be continued so long as it remains otherwise
41 lawful, subject to the following provisions:

42
43 (a) No existing structure devoted to a use not permitted by this
44 ordinance in the district in which it is located shall be enlarged,
45 extended, constructed, reconstructed, moved or structurally altered

1 except in changing the use of the structure to a use permitted in the
2 district in which it is located;

3
4 (b) Any nonconforming use may be extended throughout any parts of a
5 building which were manifestly arranged or designed for such use
6 at the time of adoption or amendment of this ordinance, but no such
7 use shall be extended to occupy any land outside such building;

8
9 (c) Any structure, or structure and land in combination, in or on which
10 a nonconforming use is superseded by a permitted use, shall
11 thereafter conform to the regulations for the district in which such
12 structure is located, and the nonconforming use may not thereafter
13 be resumed;

14
15 (d) When a nonconforming use of a structure, or structure and premises
16 in combination, is discontinued or abandoned for six (6) consecutive
17 months or for eighteen (18) months during any three-year period
18 (except when government action impedes access to the premises),
19 the structure, or structure and premises in combination, shall not
20 thereafter be used except in conformance with the regulations of the
21 district in which it is located;

22
23 (e) Where nonconforming use status applies to a structure and premises
24 in combination, removal or destruction of the structure shall
25 eliminate the nonconforming status of the land. Destruction for the
26 purpose of this subsection is defined as damage to an extent of more
27 than fifty (50) percent of the replacement cost at time of destruction.

28
29 (2) If an existing use of a structure was legally permitted on its site prior to
30 changes in the C-MU, ~~C-3~~, or C-NB zoning districts in 2020 but is not listed
31 as a permitted use in the new district, that existing use will continue to be
32 deemed a permitted use and will not be subject to the restrictions in section
33 45-65(1)(a)-(c) and 45-65(1)e. Notwithstanding the foregoing, these uses
34 will not be allowed to continue if discontinued or abandoned as defined
35 by 45-65(1)(d).

36
37 (3) Nonconformities not involving the use of a principal structure, e.g., open
38 storage, building supplies, vehicle, mobile home, implement and machinery
39 storage, signs, billboards, junkyards, commercial animal yards and the like,
40 shall be discontinued within two (2) years of the effective date of this
41 ordinance or amendment.

42
43 Section 5. The Village Council hereby amends Article VIII, “Landscaping,” of Appendix C
44 (Chapter 45) of the Village Code of Ordinances to read as follows (additional language underlined
45 and deleted language ~~stricken through~~):

* * *

Sec. 45-90. Landscape requirements for site perimeters.

A. *Minimum buffer width for site perimeters.* A landscape buffer of the widths specified in Table 45-90 shall be provided around the perimeter of all parcels in the specified zoning districts.

Table 45-90 – Minimum Buffer Widths

	<i>Front Yard</i>	<i>Side Yard</i>	<i>Rear Yard</i>
<i>R-3</i>	8 feet	5 feet ¹	5 feet
<i>C-MU</i>	5 feet ²	-	5 feet
<i>C-2 G</i>	8 feet	10 feet	5 feet ³
<i>C-3</i>	5 feet ²	-	5 feet ⁴
<i>C-NB</i>	5 feet	-	5 feet
<i>All other commercial</i>	5 feet	5 feet ^{5 4}	5 feet
<i>I-1</i>	see section 45-38		

NOTES:

- ¹ Only required in side yards that adjoin R-1 or R-2 districts
- ² Does not apply to all building frontage types; along U.S. Highway 1 and Northlake Boulevard, the front yard landscape buffer may not be placed on a sidewalk easement (see subsections 45-31.E.6 and 45-34.1.H)
- ³ Not required on parcels that adjoin the railroad right-of-way
- ⁴ Only required on parcels that adjoin U.S. Highway 1 or Northlake Boulevard (see subsection 45-34.1.H)
- ^{5 4} Only required in side yards that adjoin less intense zoning districts (any residential district)

* * *

Sec. 45-91. Landscape requirements for base of foundation.

A. *Location and width.*

- 1. There shall be foundation landscaping within five (5) feet of all buildings and structures.
 - a. These landscape areas shall be provided along all four (4) facades of all structures, excluding rear service areas not visible by a public road right-of-way or not generally traveled by the public or visible from adjacent structures.

1 b. The combined length of the required foundation planting
2 shall be no less than forty (40) percent of the total length of
3 the applicable side of the structure.
4

5 2. This requirement shall not apply in the C-MU ~~and C-3 zoning~~
6 districts in front of buildings that meet the standards for a gallery,
7 storefront, or canopy building frontage type.
8

9 B. *Minimum standards.*

10
11 1. When required, foundation landscaping shall always extend along
12 the portions of a facade that directly abut a street, a parking lot, and
13 other vehicular use areas, excluding doorways.
14

15 2. A minimum of one (1) tree shall be planted for each seventy-five
16 (75) linear feet of building perimeter, using a species suitable for
17 this location. The remainder of the landscape area shall be treated
18 appropriately with plantings which may include shrubs, vines,
19 flower boxes, ground cover, and mulch, and with pedestrian
20 accessways.
21

22 Section 6. The provisions of this Ordinance shall become and be made a part of the Code of
23 the Village of North Palm Beach, Florida.
24

25 Section 7. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
26 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
27 such holding shall not affect the remainder of this Ordinance.
28

29 Section 8. All ordinances or parts of ordinances and resolutions or parts of resolutions in
30 conflict herewith are hereby repealed to the extent of such conflict.
31

32 Section 9. This Ordinance shall take effect upon the effective date of Ordinance No. 2023-05.
33

34 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.
35

36 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
37 2023.
38

39
40 (Village Seal)

MAYOR

41
42
43 ATTEST:

44
45 _____
46 VILLAGE CLERK

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH C-3 PUD RECOMMENDATIONS

PREPARED FOR THE VILLAGE OF NORTH PALM BEACH



DRAFT
JANUARY 2023

PREPARED BY THE TREASURE COAST REGIONAL PLANNING COUNCIL



MAYOR AND VILLAGE COUNCIL

Dr. Deborah Searcy, Mayor

David Norris, Vice Mayor

Susan Bickel, President Pro Tem

Darryl Aubrey, Councilmember

Mark Mullinix, Councilmember

VILLAGE STAFF

Chuck Huff, Interim Village Manager

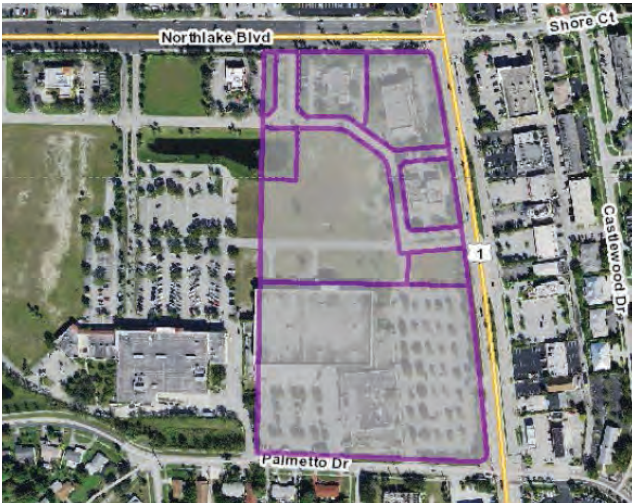
Alex Ahrenholz, Community Development Director (Acting)

Leonard G. Rubin, Village Attorney

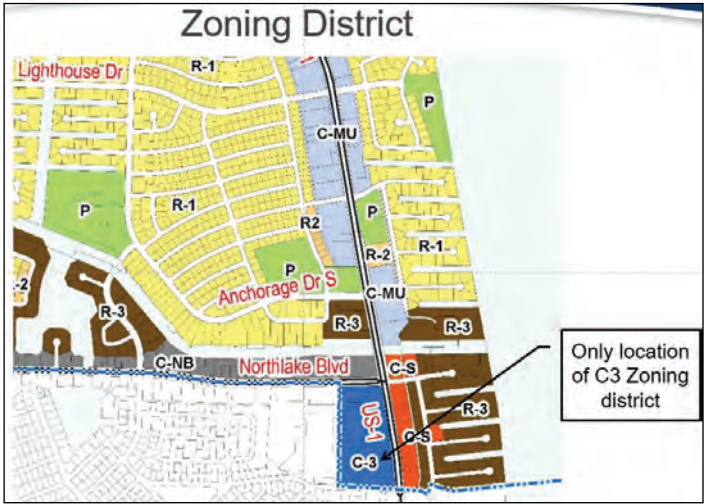


BACKGROUND

The Village of North Palm Beach (Village) has requested the Treasure Coast Regional Planning Council (Council) assist in the review of the proposed C-3 Planned Unit Development (PUD) regulations for the C-3 zoning district parcels located at the site of the old Twin City Mall. The C-3 zoning district (identified in purple below left) is the only district in the Village which allows the C-3 PUD development option. The purchase of the majority (13 acres) of the C-3 district by a single developer has resulted in proposed revisions to the PUD requirements to reflect current market and development conditions.



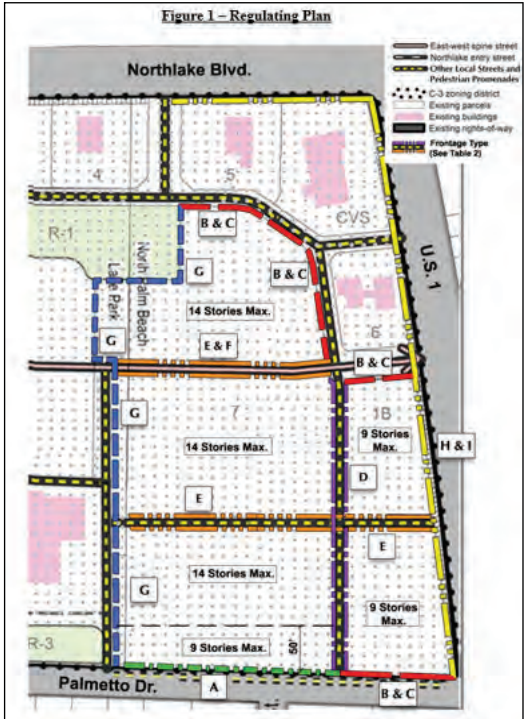
The C-3 Zoning District identified in purple above.



The C-3 Zoning District identified in blue above is the only area within the Village that the PUD is permitted.



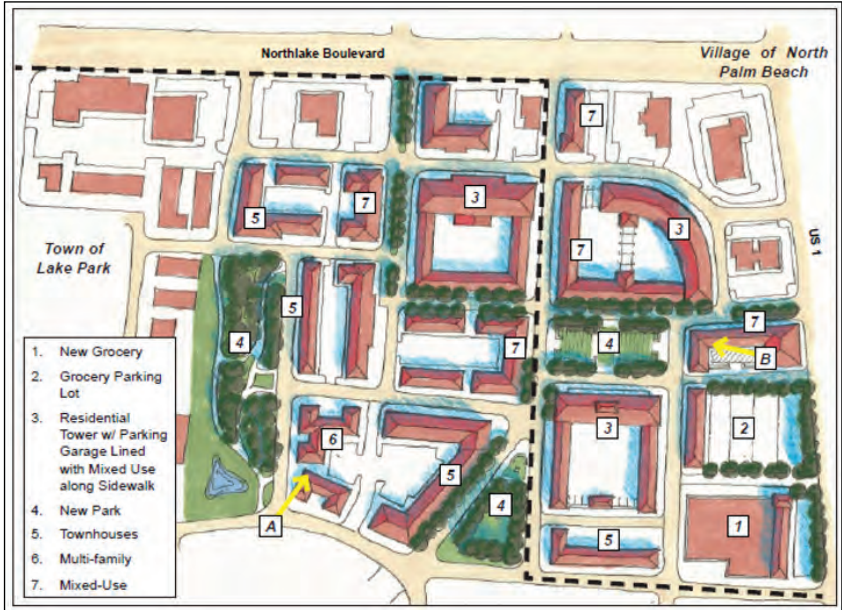
A historic aerial view of the original Twin City Mall which has been partially dismantled over the years, is in decline, and now is the subject of redevelopment interests.



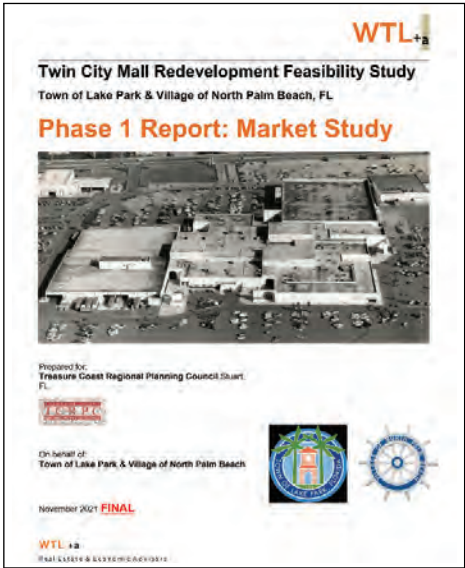
The proposed C-3 PUD Regulating Plan.

CITIZENS' MASTER PLAN

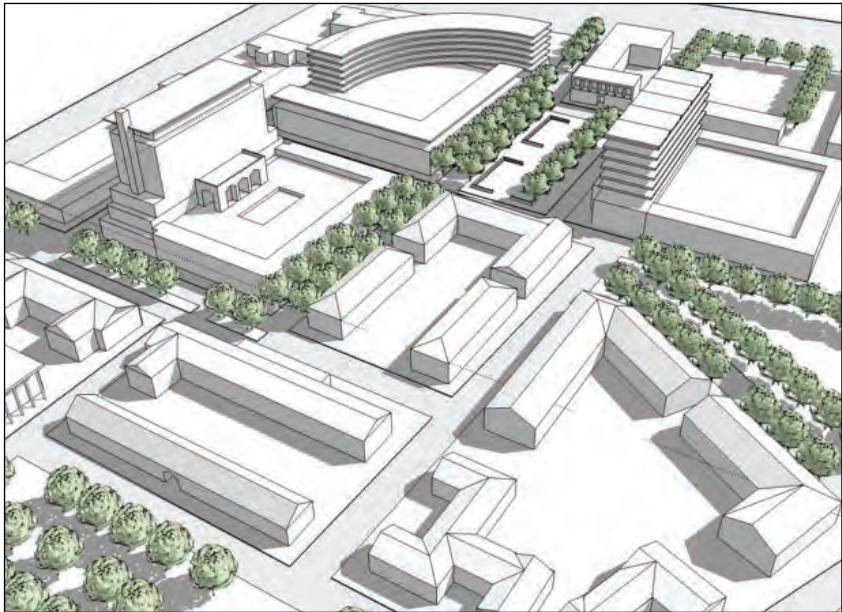
In 2016 Council conducted a week-long design Charrette in the Village of North Palm Beach which focused primarily on the US-1 corridor north of Northlake Boulevard and south of PGA Boulevard. The charrette team developed a conceptual plan for the Twin City Mall site which contemplated a mix of uses, building types, and scales. In 2021 an update to the 2016 Market Study was developed specifically for the mall site.



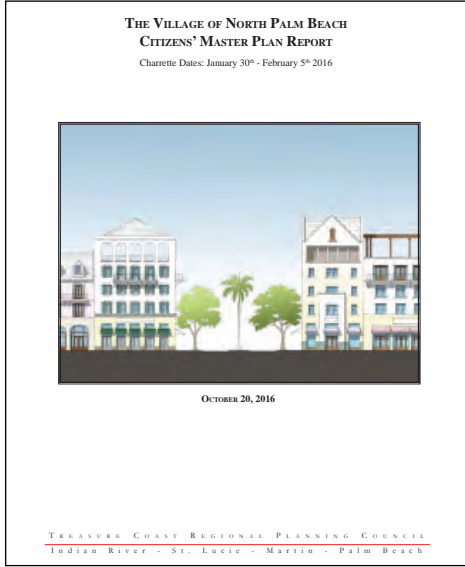
Twin City Mall redevelopment concept from the 2016 TCRPC Charrette Master Plan.



2021 WTL+a Market Study for the Twin City Mall site.



Twin City Mall redevelopment concept from the 2016 TCRPC Charrette Master Plan.



2016 TCRPC Village of North Palm Beach Charrette Master Plan.

FIELD ANALYSIS

During initial presentations to the Village Council and the Planning Commission there were many discussions regarding the appropriate setbacks and relationships between new buildings and the street they front. Considering the context of the area, the width of the street, and the height of proposed new buildings, what are the appropriate building setbacks for different areas?

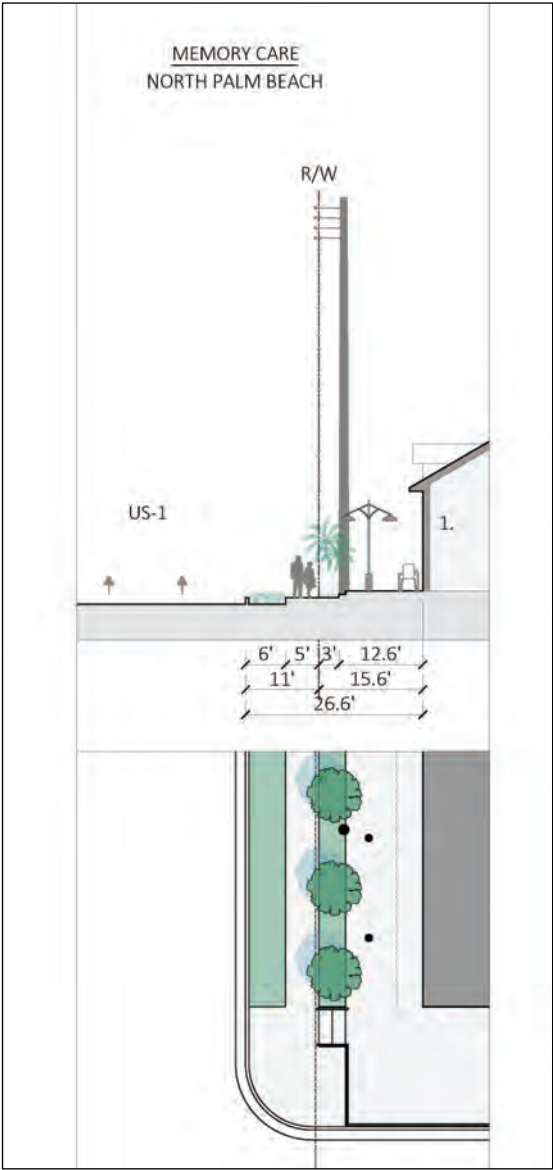
Council staff conducted field research into existing built projects located in different contexts to illustrate their relationship to the street and sidewalk and their measured setbacks. The following three examples are the results of that work.

NORTH PALM BEACH MEMORY CARE

After the 2016 Village of North Palm Beach Charrette and Master Plan were completed, a proposal was submitted for a memory care facility facing US-1 within the Village. The location for the new proposal was identified as a Town Center location in the master plan so there were concerns that a single story, single use building with large front-loaded surface parking lots was the antithesis to the community’s desires. A compromise was reached during the planning of the project and a liner building facing US-1 was built to screen the parking and activate the street. The dimensions of the front setbacks were discussed at length in relation to the setbacks proposed in the PUD language.



North Palm Beach Memory Care facility facing south on US-1. The building is set back 26.5’ from the roadway and is a good “measuring stick” as to the appropriate setbacks in the PUD language.



Cross section and plan of the Memory Care facility facing US-1.

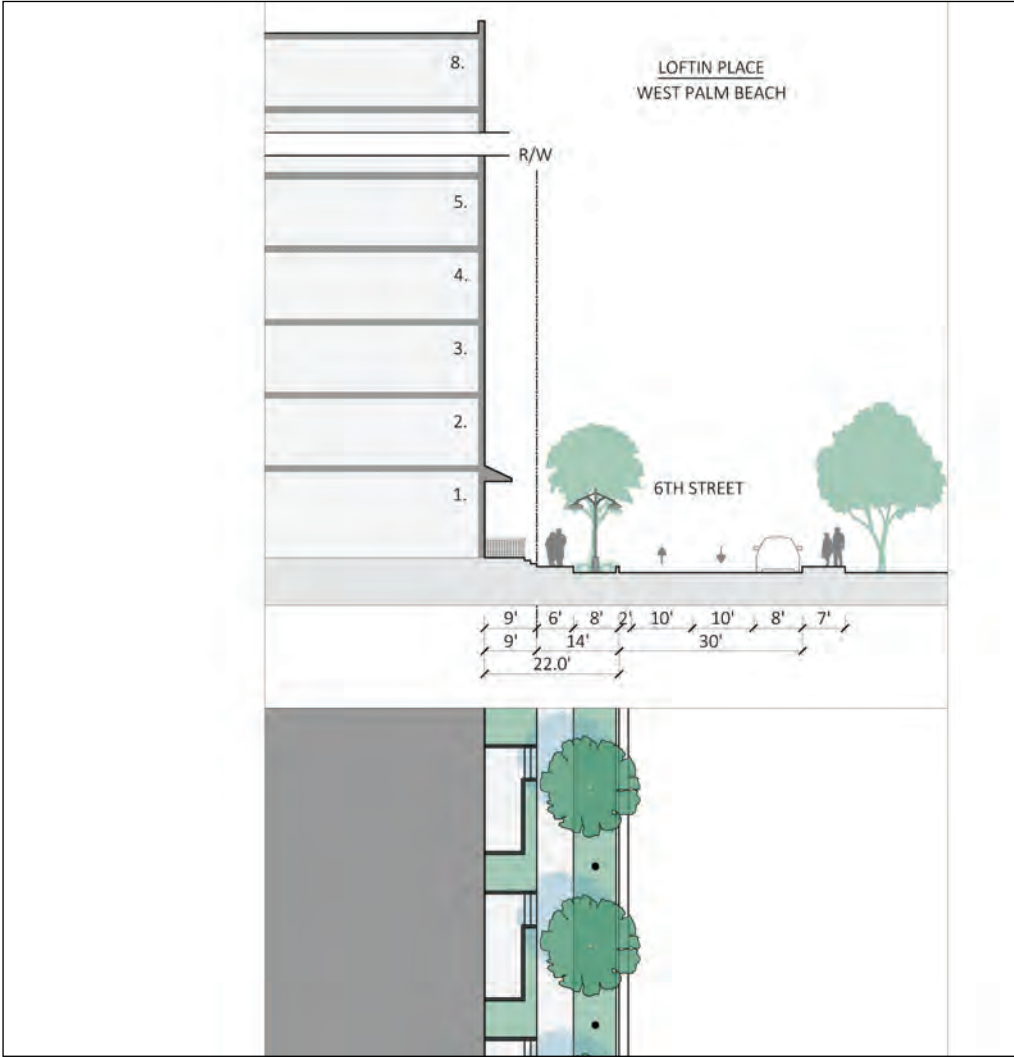
LOFTIN PLACE

Another project that was observed is the Loftin Place residential building on N 6th Street in downtown West Palm Beach. The building is eight stories tall, residential on all floors, and has ground-floor unit access facing 6th Street and N Olive Avenue. Loftin Place was developed by the current owner of the Twin City Mall properties which are the subject of the PUD revisions.

Loftin Place has relatively small setbacks and narrow sidewalks however it faces a small and intimate residential street with little traffic so in that context the building's relationship to the street seems to work well.



View of N 6th Street and the Loftin Place environment at the ground level.



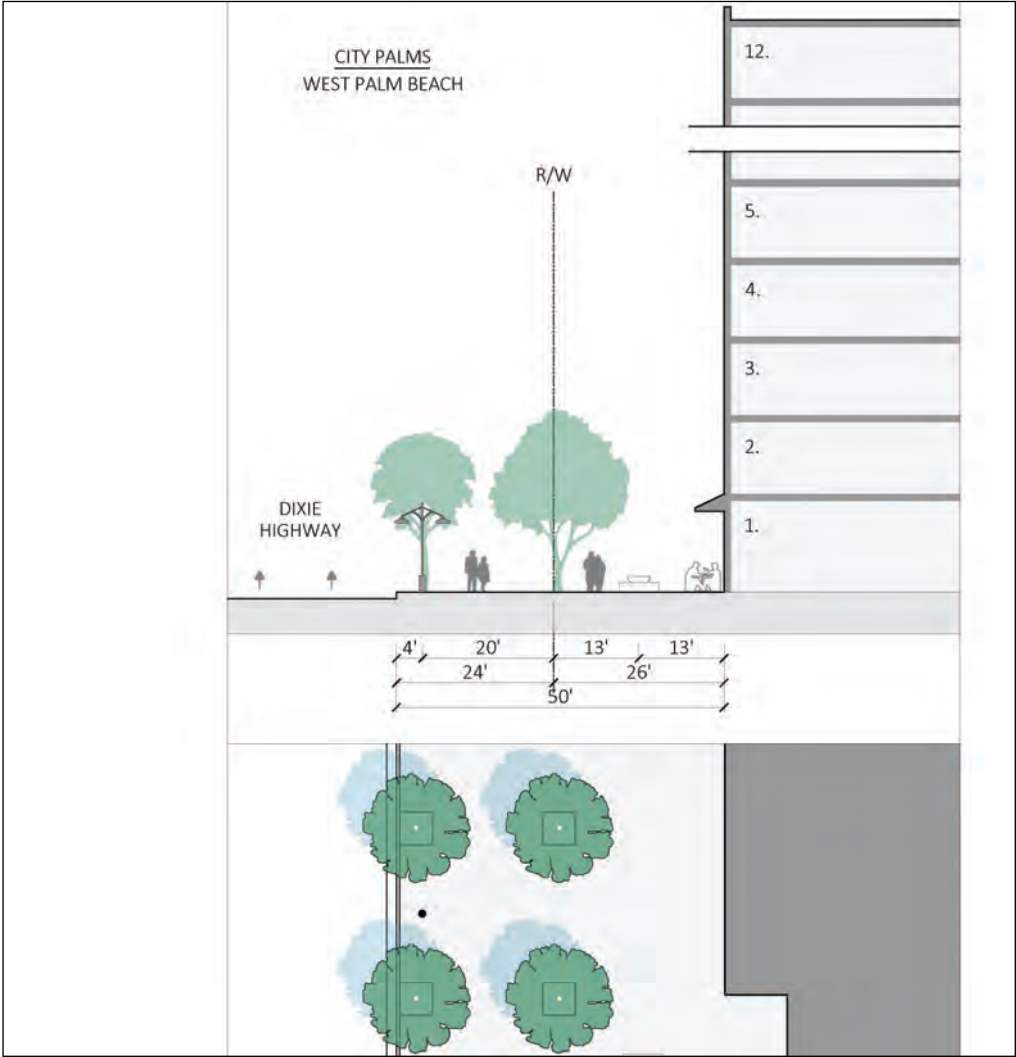
A cross-section of the Loftin Place residential project on N 6th Street and N Olive Avenue in West Palm Beach, Florida. This section illustrates the front-setbacks and treatments.

CITY PALMS

Council staff also observed and measured the front setbacks for the City Palms mixed-use residential tower on Dixie Highway in downtown West Palm Beach. A wide sidewalk already exists along Dixie Highway in this location but additional residential height was permitted for this project in exchange for civic open space which resulted in the very deep sidewalks and plazas at the ground level. The ground floor cafe and bakery takes full advantage of the outdoor seating areas which in turn activates the street and has made this a very popular downtown destination.



View of the sidewalk and mixed-use component of City Palms facing Dixie Highway in downtown West Palm Beach, Florida.



City Palms mixed-use project cross section facing Dixie Highway in downtown West Palm Beach, Florida. Note the very deep public sidewalks (within the ROW) and private spaces.

KEY RECOMMENDATIONS

The currently proposed C-3 PUD regulatory revisions recommend changes to many aspects of the development allowances and configurations. The Council review of the recommended revisions focuses mainly on the Regulating Plan, the Building Frontages and setbacks, required and/or permitted uses, and a number of other regulatory elements that should be reconsidered.

The following pages provide a brief discussion of some elements proposed in the C-3 PUD language and Council’s suggested alterations.

REGULATING PLAN

The proposed C-3 PUD revisions include the provision of a Regulating Plan for the C-3 District. The Regulating Plan is a very valuable tool as it can be far more informative than a simple zoning map. The proposed Regulating Plan illustrates the beginnings of a street and block structure to occur with redevelopment of the site, identifies areas of varying heights, and includes a key to the Street Frontage designations described later.

Key elements of the currently proposed C-3 PUD revisions are provided below.

C-3 PUD: Standards	Proposed	Development
	13 Acres	
	2.75 Floor Area Ratio (FAR) = 1,566,427 s.f.	
	200’ = Maximum Building Height Class A Office	
	175’ = Maximum Building Height General	
	Five Story Maximum Building Height (US-1 and Palmetto Drive for a depth of 50’)	



Proposed C-3 PUD Regulating Plan.

REGULATING PLAN

The provision of a Regulating Plan for the long-term redevelopment efforts of the C-3 PUD area is a positive approach for the Village. There can, however, be additions to the plan that would provide greater assurances to the Village that what is being envisioned is what gets built.

Council has reviewed the Regulating Plan and provides the following suggestions below.

- C-3 PUD: Recommended Revisions to the Regulating Plan
- Limit number of proposed Frontage and Street Section types to US-1, Palmetto Drive, Northlake Boulevard, and Interior Street (see following section)
 - Clearly identify location of proposed Frontage and Street Sections on the Regulating Plan
 - Identify Northlake Blvd., US-1, and Palmetto Drive as Primary Streets (to be held to a higher design standard and require ground floor active uses)
 - Identify general size, location, and configuration of the required Civic Open Space on the Regulating Plan
 - Clarify the Boundary of the C-3 Zoning District on the Regulating Plan
 - Either remove existing building footprints or illustrate all of the existing building footprints on the Regulating Plan



Revised C-3 PUD Regulating Plan revised to illustrate the general location, size, and configuration of the required Civic Open Space.



Above is a rendering of a future Civic Open Space as imagined by the developer. The general size and location should be illustrated on the Regulating Plan.

CURRENT STREET AND FRONTAGE SECTIONS

The current C-3 PUD regulations provide nine different Building Frontage Types (labeled A through I) which are intended to give direction on building setbacks, ground floor uses, and lower and upper level step-backs. A vignette of each of the typologies is illustrated to the right.

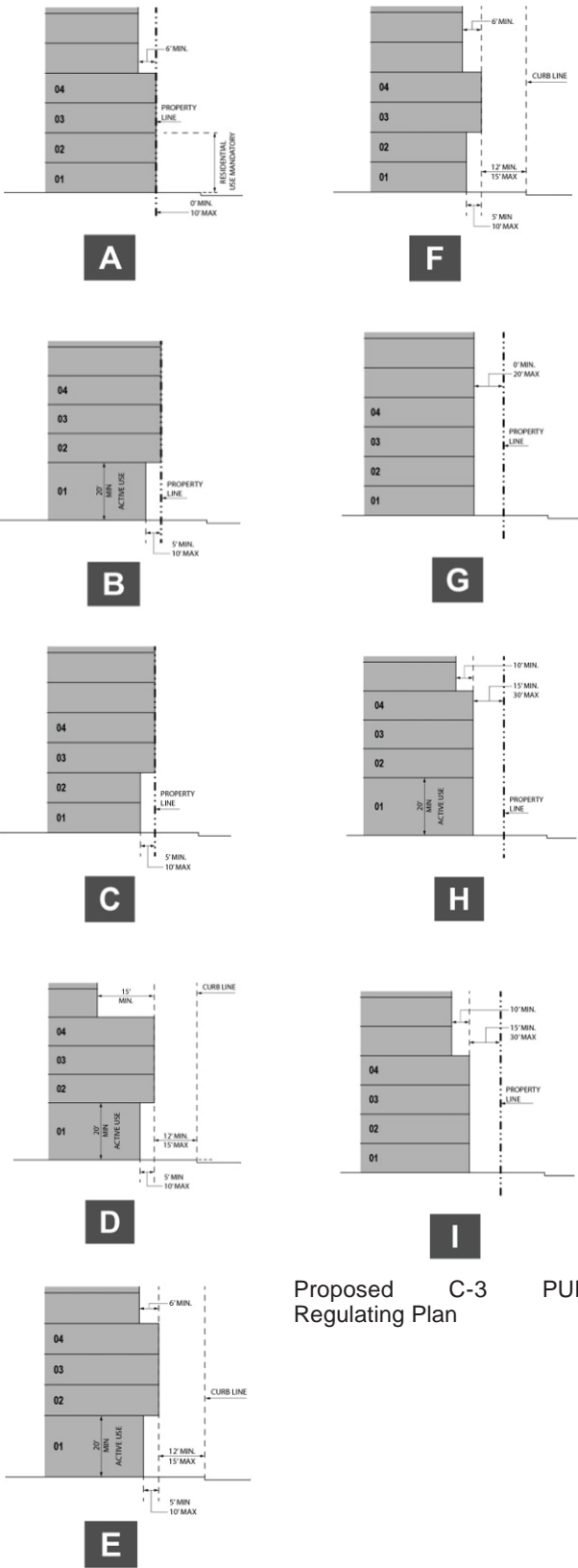
A summary of the information contained in the frontage types is provided below. The following pages will illustrate proposed alternatives to the current Building Frontage Types.

C-3 PUD: Current Frontage Standards

- Identify Building Setbacks as measured from the Right-of-Way
- Identify Ground Floor Uses (Active or Residential uses)
- Identify lower-level step-backs
- Identify upper-level step-backs
- Do not illustrate detailed sidewalk treatments



This view is looking west along Palmetto Drive. The C-3 PUD will occur to the right (north) opposite one story residential to the south. It is recommended that greater building setbacks be provided in the PUD regulations than what is currently proposed to provide a more sensitive approach to the existing context.



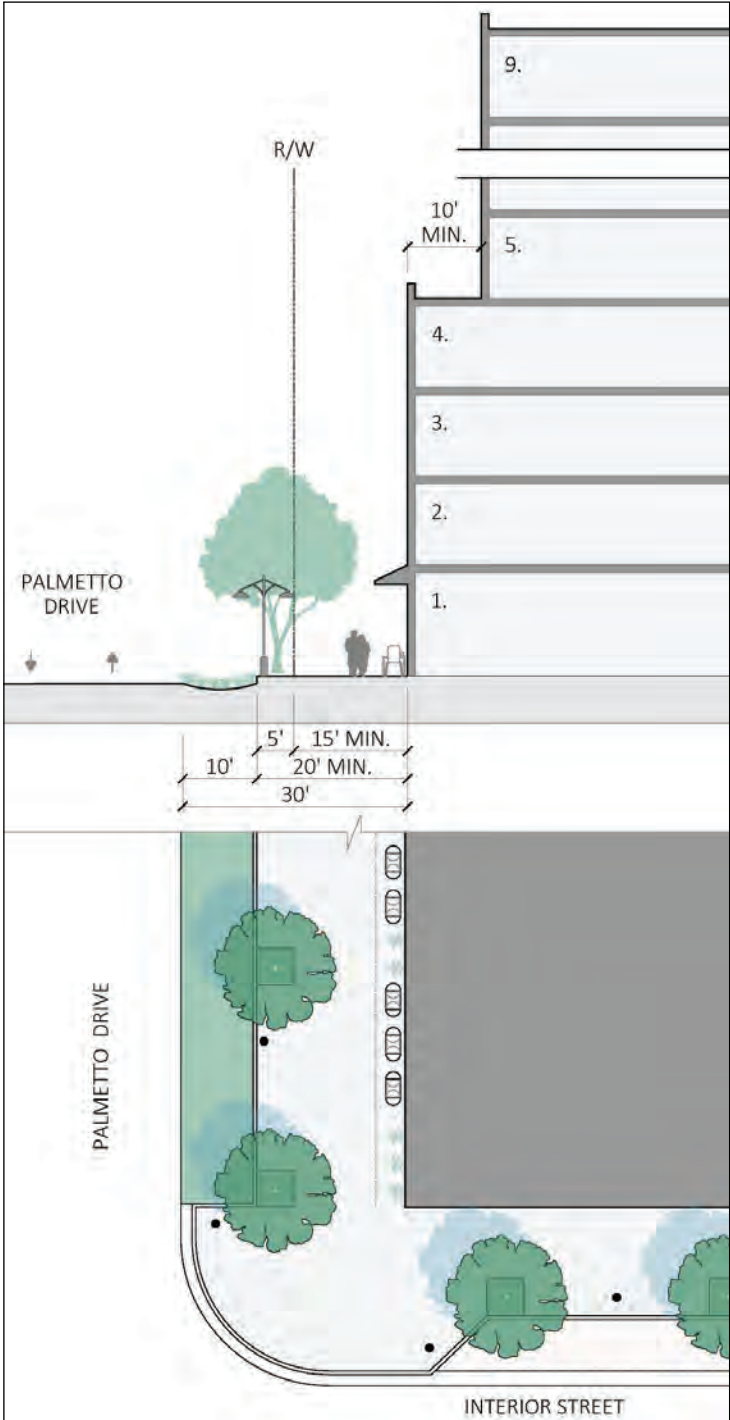
Proposed C-3 PUD Regulating Plan

PROPOSED STREET AND FRONTAGE SECTIONS - PALMETTO DRIVE

While the inclusion of the Street and Frontage Types provided in the C-3 PUD revisions is helpful, Council recommends reducing the number of sections and providing more information on the depth and composition of the front setbacks and sidewalks.

The following pages offer recommended changes to the Street and Frontage sections.

- C-3 PUD: Recommended Revisions for Palmetto Drive Frontage Type/Street Section
- Palmetto Drive is a small residential street with one-story duplex and multi-family fronting the south side of the roadway
 - The Palmetto Drive development fronts should be set further back from the the right of way than currently proposed to provide deeper sidewalks and a deeper buffer for the existing structures to the south
 - The ground level of the Palmetto Drive frontage should be active with residential uses that include units with direct access to the street (i.e. Loftin Place)
 - The proposed setback above the fourth floor should be a minimum of 10'
 - The clear sidewalk zone adjacent to the new buildings along Palmetto Drive should be a minimum of 15' in depth
 - There should be continuous shade trees included in the Palmetto Drive streetscape

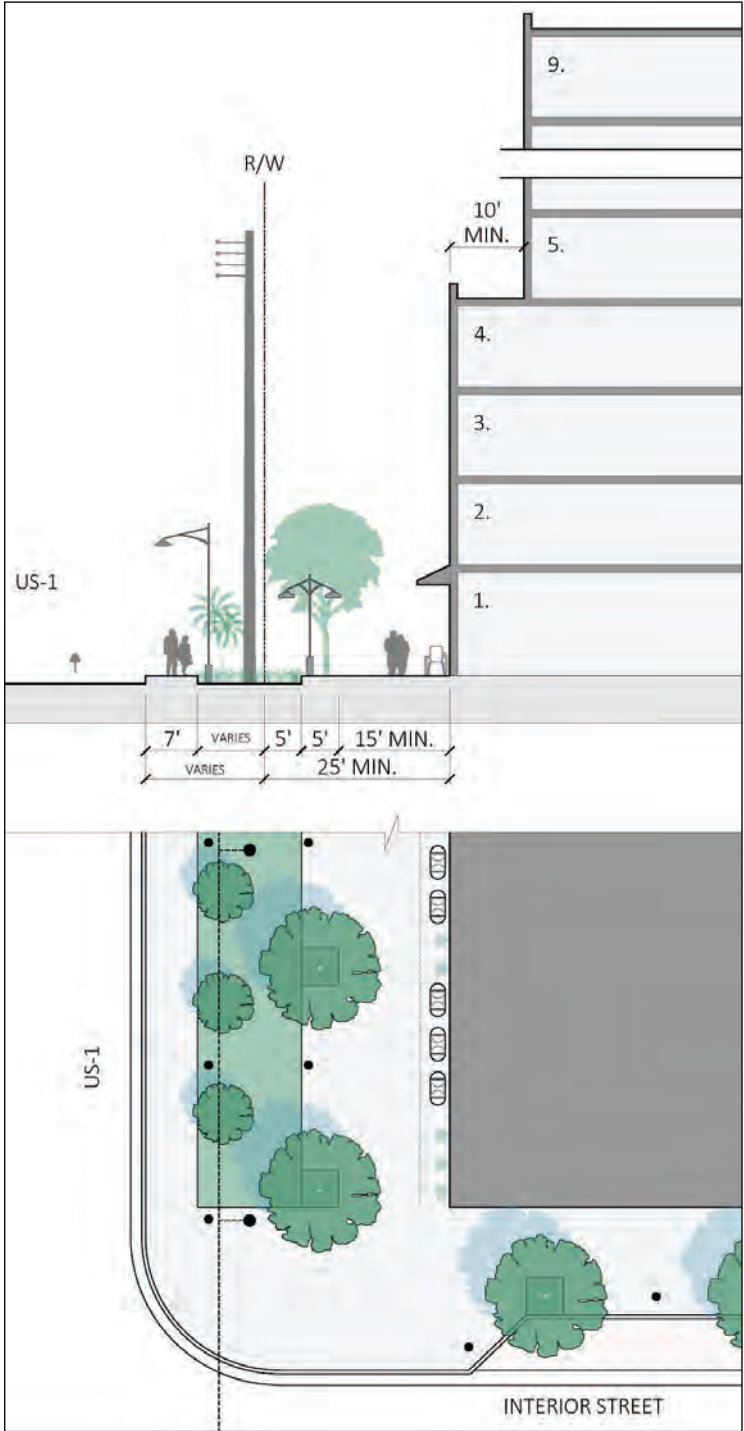


Council's recommendations for the Palmetto Drive Street and Frontage sections.

PROPOSED STREET AND FRONTAGE SECTIONS - US-1

US-1 is an important corridor in North Palm Beach as it serves as a gateway into the Village and is often the first impression for visitors or passersby. The Charrette Master Plan primarily focused on US-1 redevelopment improvements north of Northlake Boulevard however, the C-3 PUD regulations provide an opportunity to forge substantial urban design advancements south of Northlake. The following diagram and recommendations should be included in the C-3 PUD regulations.

- C-3 PUD: Recommended Revisions for US-1 Frontage Type/Street Section
- A minimum 25' setback from the existing right-of-way to the face of new buildings should be provided and those areas should be treated as shaded, landscaped urban sidewalks
 - Active uses (residential, commercial, retail and or restaurants) should occupy the ground floor for at least 80% of the US-1 frontage
 - The areas between the existing sidewalks and the new urban setbacks should also be landscaped and include shade trees to the extent possible considering the overhead power lines
 - The diagram to the upper right illustrates the cross section through the new buildings and existing right-of-way
 - The plan view to the lower right illustrates the relationship between the new buildings, the new sidewalks, the existing sidewalk, and the power line buffer

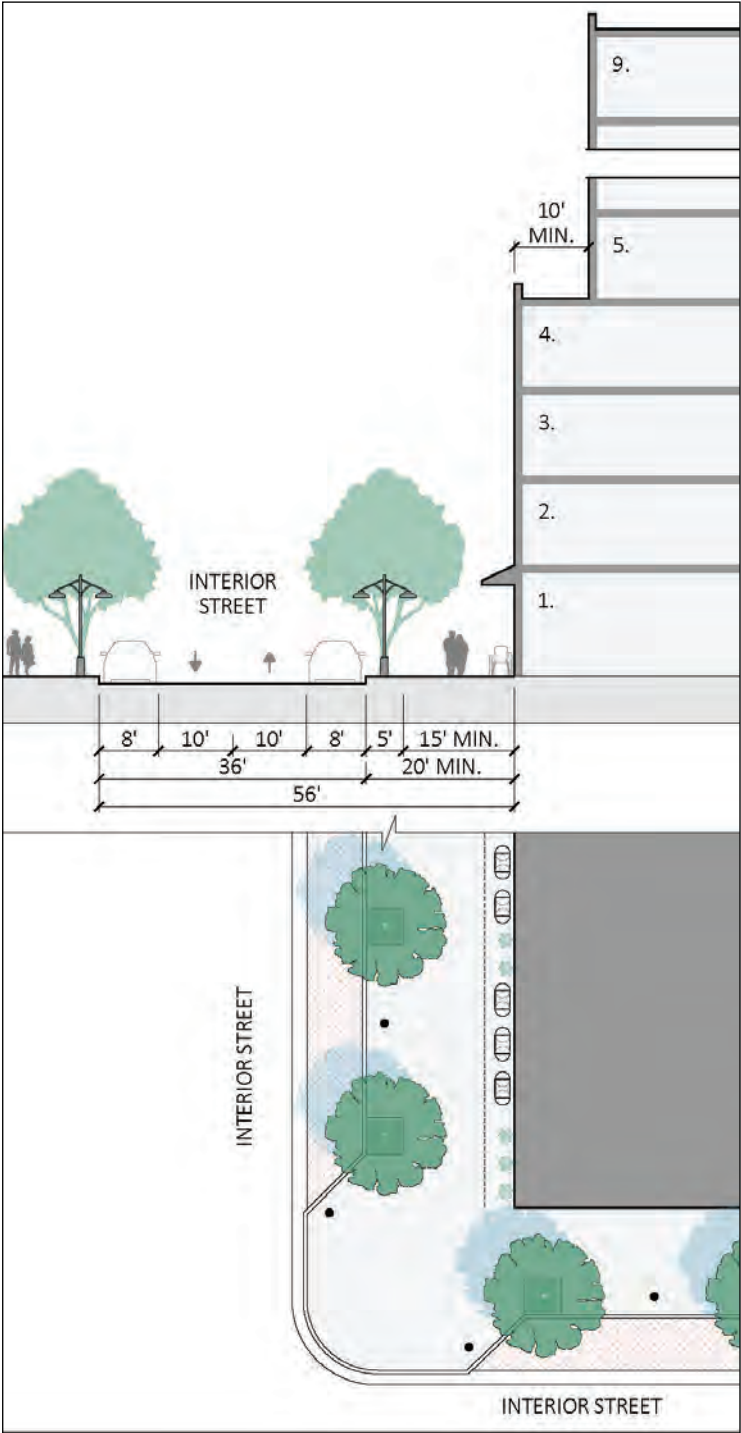


Council's recommendations for the US-1 Street and Frontage sections.

PROPOSED STREET AND FRONTAGE SECTIONS - INTERIOR STREET

An essential component to any new redevelopment within the C-3 PUD area is the creation of an internal network of streets and blocks. This network of streets is reflected in the currently proposed Regulating Plan. The new interior streets should be complete with ample sidewalks, shade trees, areas for street lighting and furniture, and when possible include on-street parking. The following are specific recommendations for the composition of new interior streets.

- C-3 PUD: Recommended Revisions for Interior Street Frontage Type/Street Section
- All interior streets should contain two-way travel lanes, on-street parking, wide sidewalks and shade trees
 - The preferred standard interior street section is illustrated at top right and includes these elements as well as critical dimensional criteria
 - The section to the right could be utilized when a street is bounded on one or both sides by buildings and/or civic open spaces
 - The plan view to the lower right illustrates the relationship between a new building, sidewalks, and the street - accommodations for on-street parking and corner bulb-outs are also shown
 - There should always be clearly identified areas for street trees, signage and lighting, a pedestrian clear zone, and a cafe seating zone adjacent to the building
 - Variations to the proposed section are acceptable considering the minimum dimensional criteria are provided

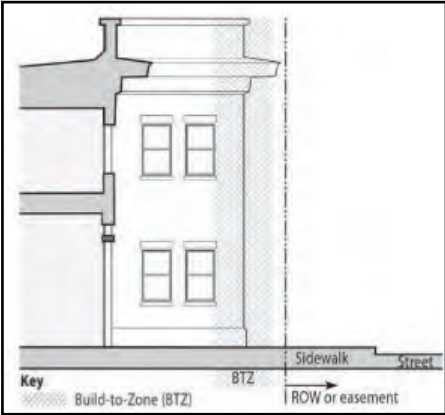


Street and Frontage Section for a typical interior street.

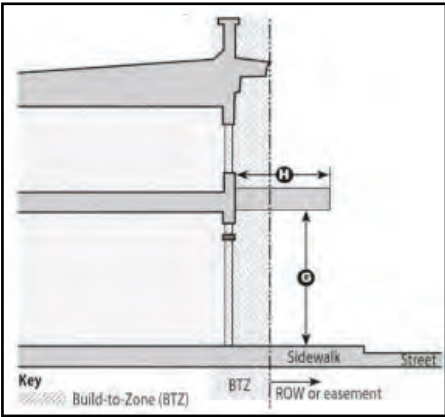
BUILDING FRONTAGE TYPES

Building Frontage Types are a regulatory tool that helps to inform important defining architectural elements of buildings. The images below are a sampling of the Building Frontage Types found in the Village of North Palm Beach C-MU US-1 mixed-use zoning district. These important criteria should be incorporated into the C-3 PUD regulations.

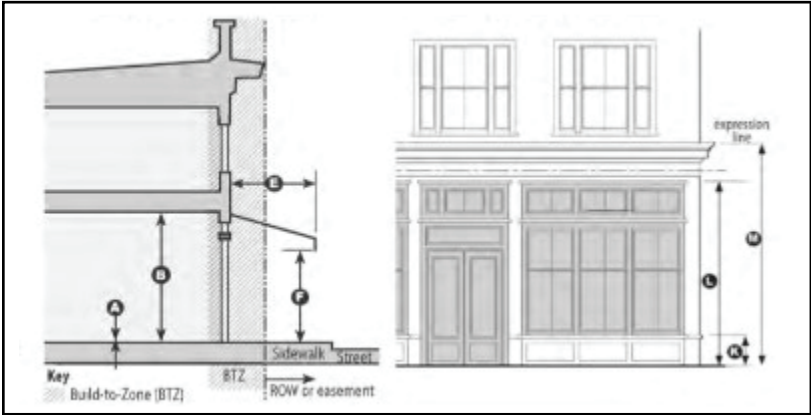
- C-MU US-1 Building Frontage Types
- A forecourt is a small private open space that is open to the sidewalk and bounded on two or three sides by the exterior walls of buildings. One or more forecourts are dominant features on the façade in the forecourt building frontage
 - A canopy frontage contains a permanently attached rigid canopy that projects outward from the façade to shield the main entrance, windows, and sidewalk from the elements
 - A gallery is a roofed promenade extending along the wall of a building and supported by arches or columns on the outer side. A gallery shields space below like a canopy but provides usable space above, either private open space or fully enclosed space
 - A storefront is a flexible space at the sidewalk level that is directly accessible by pedestrians and suitable for retail sales. A storefront has a mostly transparent façade and a gallery, canopy, or awning that shades the storefront’s windows and doors and the sidewalk



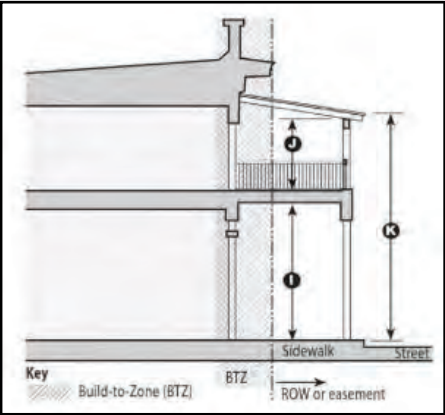
Forecourt Frontage Type



Canopy Frontage Type



Storefront Frontage Type



Gallery Frontage Type

ADDITIONAL RECOMMENDATIONS

The proposed C-3 PUD regulation revisions cover a broad spectrum of development issues and criteria. In addition to the dimensional and graphic recommendations provided in this report, Council also has a number of additional recommendations to be considered in the PUD revisions.

Additional C-3 PUD Recommendations

- Sidewalks should be a minimum of 15’ on all streets and more generous along Primary Streets
- All interior streets should be two-way and have on-street parking
- Building setbacks shown in the Street and Frontage Sections are minimums and should not be considered for reduction
- All Primary Streets (Palmetto Drive, US-1, and Northlake Boulevard) shall have continuous, ground-level, active uses (residential, retail, office, etc) facing the right-of-way for a minimum of 80% of the block frontage
- When visible from the street, structured parking levels shall count as floors
- Revise and simplify approach to measuring the square footage of lease-able/sale-able space (should not be measured to the centerline of walls)
- Required functional spaces, including but not limited to, hallways, storage areas, mechanical rooms, electrical rooms, etc. should not be excluded from Floor Area Ratio (FAR) calculations - these areas are essential to the function of a building
- Remove use restrictions, especially at ground level, to provide greatest flexibility with the marketplace and avoid ground floor vacancies
- Provide consistent 10’ minimum building step backs above the fourth level (see Street and Frontage sections)
- Provide detailed instructions for the size and type of civic open spaces to be required



Aerial view of the Twin City Mall site.



Rendering of proposed Paseo at Twin City Mall site.



US-1 frontage at Twin City Mall site.

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Richard Jenkins, Police Chief

DATE: March 9, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amending the Village's Noise Regulations to Reduce the Decibel Limits and Modify the Enforcement Procedure

Through the adoption of Ordinance No. 2013-04 on April 25, 2013, the Village Council adopted a new regulatory scheme for noise enforcement. The Village's current noise regulations prohibit unreasonable noise within the Village utilizing two different methodologies: (1) decibel readings for noise emanating from properties with a commercial or light industrial zoning designation; and (2) a plainly audible at 150 feet standard for noise emanating from properties with a residential zoning designation. The noise regulations are enforced by the Police Department.

Having enforced these regulations for the past ten years, the Police Department raised some concerns regarding the established decibel levels for "unreasonable noise" set forth in the Section 19-99 of the Village Code and the enforcement procedure set forth in Section 19-103 of the Village Code. The decibel levels were slightly higher than those of other communities and those found in model ordinances. Furthermore, the enforcement procedure has proven to be somewhat ineffective in that it requires the law enforcement officer to first issue a warning and allow the person responsible for the violation five minutes to reduce the sound level. While the regulations provide increased fines for subsequent violations, the fine schedule "resets" after 180 days, requiring the office to again issue a warning upon discovery of a noise violation.

The attached Ordinance proposes the following revisions to the existing noise regulations:

A. Unreasonable noise:

Noise Emanating from Commercial, Mixed-Use and Industrial Property:

Reduces the limits for noise from 65 dBA to 60 dBA between the hours of 10:00 p.m. and 8:00 a.m., Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m., Friday through Saturday.

Reduces the limits for noise from 85 dBA to 80 dBA between the hours of 8:00 a.m. and 10:00 p.m., Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m., Friday through Saturday.

Noise Emanating from Commercial, Mixed-Use and Industrial Property adjacent to Residential Property:

Reduces the limits for noise from 60 dBA to 55 dBA between the hours of 10:00 p.m. and 8:00 a.m., Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m., Friday through Saturday.

Reduces the limits for noise emanating from a property with a commercial or light industrial zoning designation from 70 dBA to 65 dBA between the hours of 8:00 a.m. and 10:00 p.m., Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m., Friday through Saturday.

Noise Emanating from Residential Property:

The plainly audible standard remains unchanged.

B. Enforcement procedure:

The revised enforcement procedure provides the law enforcement officer with the discretion to issue either a warning or a violation notice when the officer observes a violation of the Village's noise regulations. In the event a warning is issued, the violator has five minutes to reduce the noise generated. The initial fine amount is \$250.00, which remains unchanged. The fine for additional violations within a five-year period is increased from \$300.00 to \$500.00, and a fourth offense within a five-year period constitutes a criminal offense subject to the penalties set forth in Section 1-8 of the Village Code. The five-year period is tied to the definition of a "repeat violation" for code enforcement proceedings initiated pursuant to Chapter 162, Florida Statutes. A person is classified as a repeat violator if he or she violates the same code provisions within a five-year period.

There is no fiscal impact.

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

At its February 9, 2023 meeting, the Village Council adopted the Ordinance on first reading by a vote of 4-0, with Councilmember Mullinix absent. However, members of the Council raised concerns regarding enforcement within the Village's mixed-use zoning districts and where the measurements would be taken.

Properties within the Village's mixed-use zoning districts are treated in the same manner as properties with commercial or industrial zoning designations. However, recognizing that the mixed-use districts will likely have a number of multi-family residential structures, the Ordinance has been amended to provide that a violation occurs even on properties with a mixed-used zoning designation where noise is "plainly audible through the external walls and fully closed windows or doors of a residential structure or through walls, floors or partitions common to two residential units located within a single structure."

Noise is measured from the property boundary, which is defined as "the imaginary line which separates the real property owned, rented or leased by one person or entity from that owned, rented, or leased by another person or entity." While the property boundary is generally the property line, in mixed use projects, the noise from a commercial business would be measured from anywhere outside of the area occupied and owned or leased by the business from which the noise emanates.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending the Village's noise regulations set forth in Chapter 19 of the Village Code to reduce the decibel limits for unreasonable noise and to modify the enforcement procedure.

1 **ORDINANCE NO. 2023-___**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING ARTICLE VI, "NOISE CONTROL," OF
5 CHAPTER 19, "OFFENSES AND MISCELLANEOUS REGULATIONS," OF THE
6 VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 19-99,
7 "DEFINITIONS," TO MODIFY THE DECIBEL LEVELS FOR UNREASONABLE
8 NOISE AND AMENDING SECTION 19-103, "ENFORCEMENT," TO MODIFY
9 THE ENFORCEMENT PROCEDURE; PROVIDING FOR CODIFICATION;
10 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND
11 PROVIDING FOR AN EFFECTIVE DATE.

12
13 WHEREAS, through the adoption of Ordinance No. 2013-04, the Village adopted a new regulatory
14 scheme for noise enforcement; and

15
16 WHEREAS, Village Staff has recommended certain revisions to the existing regulations, including
17 reducing the decibel levels at which noise is considered unreasonable and streamlining the
18 enforcement procedures, and the Village Council wishes to implement such revisions; and

19
20 WHEREAS, the Village Council determines that the adoption of this Ordinance benefits the health,
21 safety and welfare of the residents of the Village of North Palm Beach.

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
24 NORTH PALM BEACH, FLORIDA as follows:

25
26 Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are
27 incorporated herein.

28
29 Section 2. The Village Council hereby amends Article VI, "Noise Control," of Chapter 19,
30 "Offenses and Miscellaneous Provisions," of the Village Code of Ordinances as follows (additional
31 is underlined and deleted language is ~~stricken through~~):

32
33 **ARTICLE VI. NOISE CONTROL**

34
35 **Sec. 19-99. Definitions.**

36
37 For the purposes of this article, whenever any of the following words, terms or
38 definitions are used herein they shall have the meanings ascribed to them in this section
39 except where the context requires otherwise:

40
41 *Decibel* means a measure of a unit of sound pressure. Sound waves having the
42 same decibel level "sound" louder or softer to the human ear depending upon the
43 frequency of the sound wave in cycles per second (i.e., whether the pitch of the sound
44 is high or low). Thus, an A-weighted filter constructed in accordance with the
45 specifications of the American National Standards Institute ("ANSI"), which
46 automatically takes account of the varying effect on the human ear of different pitches,
47 shall be used on any sound level measurements required by this article and all
48 measurements are expressed in dBA to reflect the use of this filter.

1 *Emergency and emergency work* mean any occurrence or set of circumstances
2 involving or creating actual or imminent physical trauma or property damage which
3 demands immediate attention, including without limitation generators or other
4 equipment used by communications companies and utility companies in connection
5 with restoration of service operations. Where the emergency is an out of service or
6 imminent out of service condition of utilities, communications or other essential
7 services, then the company providing such essential services may respond to such
8 emergency in a timely manner and shall make such application to the village manager
9 at the earliest time thereafter.

10
11 *Plainly audible sound* means any sound for which any of the content of that
12 sound, such as, but not limited to, comprehensible musical rhythms, is communicated
13 to a person using his or her unaided hearing faculties. For the purposes of the
14 enforcement of this article, the detection of any component of sound, including, but
15 not limited to, the rhythmic bass, by a person using his or her normal, unaided hearing
16 faculties is sufficient to verify plainly audible sound. It is not necessary for such person
17 to determine the title, specific words or artist of music, or the content of any speech.

18
19 *Property boundary* means the imaginary line which separates the real property
20 owned, rented or leased by one person or entity from that owned, rented, or leased by
21 another person or entity.

22
23 *Unreasonable noise* means any noise in or emanating from any property
24 located within the corporate limits of village which violates the provisions of this
25 article.

26
27 A. For noise emanating from property with a commercial, mixed-use or
28 light industrial zoning designation, unreasonable noise shall be defined
29 as any noise emanating from the property which equals or ~~excess~~
30 ~~exceeds~~ a measured sound level of ~~sixty five (65)~~ sixty (60) dBA
31 between the hours of 10:00 p.m. and 8:00 a.m. Sunday through
32 Thursday, a measured sound level in excess of ~~eighty five (85)~~ eighty
33 (80) dBA between the hours of 8:00 a.m. and 10:00 p.m. Sunday
34 through Thursday; and a measured sound level which equals or exceeds
35 ~~sixty five (65)~~ sixty (60) dBA between the hours of 11:00 p.m. and 8:00
36 a.m. Friday through Saturday and a measured sound level meeting or
37 exceeding ~~eighty five (85)~~ eighty (80) dBA between the hours of 8:00
38 a.m. and 11:00 p.m. Friday through Saturday.

39
40 B. For noise emanating from property with a commercial, mixed-use or
41 light industrial zoning designation which shares any portion of its
42 boundary with a property with a residential zoning designation,
43 unreasonable noise shall be defined as any noise emanating from the
44 property which equals or excess a measured sound level of ~~sixty (60)~~
45 fifty-five (55) dBA between the hours of 10:00 p.m. and 8:00 a.m.
46 Sunday through Thursday, a measured sound level in excess of ~~seventy~~
47 ~~(70)~~ sixty-five (65) dBA between the hours of 8:00 a.m. and 10:00 p.m.
48 Sunday through Thursday; and a measured sound level which equals or
49 exceeds ~~sixty (60)~~ fifty-five (55) dBA between the hours of 11:00 p.m.

1 and 8:00 a.m. Friday through Saturday and a measured sound level
2 meeting or exceeding ~~seventy (70)~~ sixty-five (65) dBA between the
3 hours of 8:00 a.m. and 11:00 p.m. Friday through Saturday.
4

5 C. For noise emanating from property with a residential zoning
6 designation, unreasonable noise shall be defined as noise that is plainly
7 audible one hundred and fifty (150) feet from the property boundary of
8 the source of the sound or noise, measured on a horizontal plane.
9 Notwithstanding the foregoing, noise shall be considered unreasonable
10 when it is plainly audible through the external walls and fully closed
11 windows and doors of a residential structure or through walls, floors or
12 partitions common to two residential units located within a single
13 structure, even if such residential units are located on property with a
14 mixed-use zoning designation.
15

16 D. Noise shall be measured from the property boundary closest to the
17 source of noise with a sixty (60) second reading. Where the property
18 boundary abuts a waterway, the property boundary shall be considered
19 the opposite side of the waterway and not the actual seawall or
20 bulkhead.
21

22 *Vessel* shall have the same meaning as set forth in Section 327.02, Florida
23 Statutes, as may be amended from time to time.
24

25 **Sec. 19-100. Prohibition against unreasonable noise.**
26

27 No person shall make, continue to make or cause to be made any unreasonable
28 noise.
29

30 * * *

31
32 **Sec. 19-103. Enforcement.**
33

34 Whenever a law enforcement officer is notified of or observes a violation of
35 the ordinance from which this section derives, the officer shall issue a warning or
36 violation notice in writing to the individual, or individuals, responsible for the
37 violation. ~~The warning notice shall state the dBA reading obtained by the officer~~
38 ~~during measurement and the maximum dBA level established by this article, if~~
39 ~~applicable. In the event of a The warning, the notice shall also inform the individual,~~
40 ~~or individuals, that the generated sound level on the property must be reduced within~~
41 ~~five (5) minutes or a violation notice shall be issued. Thereafter, each re-measurement~~
42 Each measurement which exceeds the maximum permissible sound levels established
43 by this article or each subsequent determination that the noise violates the provisions
44 of this article shall constitute a separate violation. The fine for each violation shall be
45 ~~If there are no subsequent noise violations for a period one hundred and eighty (180)~~
46 ~~days, the warning recipient shall be served with a warning for their next recorded~~
47 ~~offense. Following the issuance of a warning when the second offense occurs within~~
48 ~~the same one hundred and eighty (180) day time period the fine shall be two hundred~~
49 ~~fifty dollars (\$250.00). The fine for any additional violation by the same individual or~~

1 individuals within a five (5) year period shall be five hundred dollars (\$500.00). A
2 third offense within the same one hundred and eighty (180) day time period shall have
3 a fine of three hundred dollars (\$300.00). The fourth offense within the same one
4 hundred and eighty (180) day five (5) year time period shall constitute a criminal
5 offense, subject to penalties set out in section 1-8 of this Code of Ordinances.
6

7 * * *

8
9 Section 3. The provisions of this Ordinance shall become and be made part of the Code of
10 Ordinances for the Village of North Palm Beach, Florida.

11
12 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinances is for
13 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
14 holding shall not affect the remainder of the Ordinance.

15
16 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
17 herewith are hereby repealed to the extent of such conflict.

18
19 Section 6. This Ordinance shall be effective immediately upon adoption.

20
21 PLACED ON FIRST READING THIS _____ DAY OF _____, 2023.

22
23 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
24 2023.

25
26
27 (Village Seal)

_____ MAYOR

28
29
30
31 ATTEST:

32
33 _____
34 VILLAGE CLERK

35
36 APPROVED AS TO FORM AND
37 LEGAL SUFFICIENCY:

38
39 _____
40 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Allan Bowman, Head Golf Professional
DATE: March 9, 2023
SUBJECT: **RESOLUTION – Approving a Contract with All Florida Tree and Landscape, Inc. for arboricultural services at the Country Club in the amount of \$45,000 utilizing pricing established in an existing City of Weston Agreement**

Village Staff is seeking Council consideration and approval of the attached Resolution approving a Contract in the amount of \$45,000 with All Florida Tree and Landscape, Inc. for arboricultural services at the North Palm Beach Country Club utilizing pricing established in an existing City of Weston Agreement for Arboricultural Services (RFP No. 2017-12). The City of Weston Agreement was recently renewed and is in effect until March 31, 2028. Village Staff has checked the vendor's references. All Florida Tree and Landscape, Inc. maintains large trees on numerous premier golf courses in the area and is able to start the work in June 2023.

Golf Operations is required to maintain all the trees on the Country Club golf course excluding sabal palms, which is the responsible of Bright View and will be trimmed beginning in September 2023. A total of \$35,000 was allocated for this project in the Fiscal Year 2023 Budget. Some of the items included in this project are:

- oak trees – in order to protect our magnificent oak trees, they must be trimmed, cleaned of dead wood and pruned on a regular basis (there are approximately 105 oak trees on the golf course);
- removal of some non-native species trees that are in dire condition;
- some basic trimming of other trees.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-33430	Tree Trimming	\$45,000

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

Recommendation:

Village Staff is seeking Council consideration and approval of the attached Resolution approving a Contract with All Florida Tree and Landscape, Inc. in the amount of \$45,000.00 for arboricultural services at the North Palm Beach Country Club utilizing pricing in an existing City of Weston Agreement, with funds expended from Account No. L8045-33430 (Golf Course Maintenance – Tree Trimming), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE UTILIZING PRICING ESTABLISHED IN AN EXISTING AGREEMENT WITH THE CITY OF WESTON AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of a contractor to perform arboricultural services at the North Palm Beach County Club Golf Course, including, but not limited to, trimming and pruning the oak trees, removing non-native species and basic trimming of other trees; and

WHEREAS, Village Staff recommended that the Contract be awarded to All Florida Tree and Landscape, Inc. pursuant to pricing established in an existing Agreement for Arboricultural Services with the City of Weston (RFP No. 2017-12); 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 All Florida Tree and Landscape, Inc. for arboricultural services at the North Palm Beach Country Club Golf Course pursuant to pricing established in an existing Agreement for Arboricultural Services with the City of Weston (RFP No. 2017-12) 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 \$45,000.00, with funds expended from Account No. L8045-33430 (Golf Course Maintenance – Tree Trimming).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 ALL FLORIDA TREE & LANDSCAPE, INC., 1760 Jog Road, Suite 150, West Palm Beach, Florida 33411 (hereinafter "CONTRACTOR"), whose F.E.I. Number is 05-0567287.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform arboricultural services at the North Palm Beach Country Club Golf Course; and

WHEREAS, the City of Weston, through its competitive selection process, awarded an Agreement for Arboricultural Services (RFP No. 2017-12) ("Weston Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Weston 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 Weston 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. WESTON Contract. The City of Weston's Agreement for Arboricultural Services (RFP No. 2017-12) 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 Weston Contract and at the direction of the VILLAGE, CONTRACTOR shall perform arboricultural services at the North Palm Beach Country Club Golf Course, including, but not limited to, trimming and pruning the oak trees, removing non-native species and basic trimming of other trees.
 - B. The total cost of such services shall not exceed **\$45,000.00**.
 - 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 by September 30, 2023.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:
 - A. This Contract

B. Exhibit "A" (WESTON Contract)

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

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Weston Contract. Extensions or renewals to the Weston Contract or any modification including new products, terms, or price changes to the Weston Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Weston Contract expires and no new contract is let by the Weston, the 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 Weston 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 Weston 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.

ALL FLORIDA TREE & LANDSCAPE, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



January 4, 2023

Mrs. Martha Perez-Garviso
Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

Re: RFP No. 2017-12 for Arboricultural Services

Dear Mrs. Perez-Garviso:

The agreement between the City of Weston and All Florida Tree and Landscape, Inc. for Arboricultural Services expires on March 31, 2023. The agreement provides an option to renew the agreement for one (1) additional five (5) year period, as mutually agreed upon by the City of Weston and Contractor

This letter is to confirm that All Florida Tree and Landscape, Inc. would like to proceed with exercising the renewal term for this agreement with the City of Weston, for an additional five (5) year period, to be made effective April 1, 2023.

All Florida Tree and Landscape, Inc. further understands that this renewal must also be approved by the Weston City Commission.

Sincerely,

Alan McPherson

Alan McPherson, President
All Florida Tree and Landscape, Inc.



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES

City of Weston Request for Proposals No. 2017-12



CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES
AGREEMENT DOCUMENT

City of Weston RFP No. 2017-12

CITY OF WESTON, FLORIDA

RFP NO. 2017-12

ARBORICULTURAL SERVICES

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT

AMONG

CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

All Florida Tree and Landscape, Inc.

FOR

ARBORICULTURAL SERVICES

RFP NO. 2017-12

This Agreement is made and entered into the 3RD day of April, 2018 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District (collectively "CITY") and All Florida Tree and Landscape, Inc. ("CONTRACTOR") for Arboricultural Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: Contractor's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Arboricultural Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on February 20th, 2018, CITY adopted Resolution No. 2018-26, which ratified or altered the ranking of proposals for Arboricultural Services and authorized the appropriate City officials to execute an Agreement with the number one ranked proposer All Florida Tree and Landscape, Inc.; and

WHEREAS, City Commission has selected CONTRACTOR to perform Arboricultural Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2023 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 2

SCOPE OF WORK

2.1 Intent

CONTRACTOR shall provide all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

2.2 Level of Service

- A. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.
- B. Work will be completed on a job-by-job basis using the CITY's work order system. CONTRACTOR will be provided with the specifications of a job or a series of jobs, and shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted accordingly; however, it is anticipated that the CONTRACTOR will have work to perform within the CITY on a daily basis during normal business hours.

2.3 Access to Trees

CONTRACTOR shall provide all necessary equipment and vehicles to gain access to perform the services as outlined in this RFP including but not limited to equipment to access from: the road-side of the berms; the back (non-road-side) of the berms; canals and lakes for limited specific cases for trees only accessible by boat; heights more than sixty-five (65) feet that may require crane bucket equipment.

2.3 Weston Public Tree Inventory

Table 2.3, Weston Public Tree Inventory, is an October 2016 inventory of the trees on CITY owned rights-of-way and property. A map of the Public Tree Inventory can be viewed by clicking [here](http://arcg.is/0L1981) (<http://arcg.is/0L1981>). This inventory map and table is NOT 100% accurate and only represents an approximation and a snapshot in time when the data was collected.

It shall be the CONTRACTOR's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the CONTRACTOR's failure to do so.

Table 2.3 - Weston Public Tree Inventory

Botanical Name	Inventory Amount	Percentage of Inventory
Ficus benjamina	4941	14.3%
Quercus virginiana	3472	10.0%
Roystonea elata	2935	8.5%
Callistemon viminalis	2556	7.4%
Sabal palmetto	1961	5.7%
Ligustrum japonicum	1922	5.6%
Swietenia mahogani	1584	4.6%
Livistona chinensis	1511	4.4%
Syagrus romanzoffiana	1418	4.1%
Ptychosperma elegans	1338	3.9%
Calophyllum brasiliense	1042	3.0%
Wodyetia bifurcata	1042	3.0%
Lagerstroemia indica	913	2.6%
Washingtonia robusta	837	2.4%
Ficus microcarpa nitida	577	1.7%
Conocarpus erectus	571	1.7%
Bursera simaruba	565	1.6%
Magnolia grandiflora	443	1.3%
Bucida buceras	353	1.0%
Syzygium cumini	343	1.0%
Phoenix roebelenii	326	0.9%
Clusia rosea	288	0.8%
Unknown/Other	246	0.7%

Hyophorbe lagenicaulis	239	0.7%
Phoenix reclinata	230	0.7%
Pongamia	223	0.6%
Tabebuia heterophylla	179	0.5%
Cocos nucifera	176	0.5%
Krugiodendron ferreum	170	0.5%
Ficus variegata	145	0.4%
Coccoloba diversifolia	126	0.4%
Magnolia grandiflora Little Gem	116	0.3%
Taxodium distichum	105	0.3%
Jatropha integerrima	103	0.3%
Quercus laurifolia	102	0.3%
Cassia	95	0.3%
Dyopsis lutescens	84	0.2%
Cassia fistula	80	0.2%
Lagerstroemia speciosa	77	0.2%
Acoelorrhaphe wrightii	65	0.2%
Ilex cassine	58	0.2%
Pinus elliottii	58	0.2%
Adonidia merrilli	55	0.2%
Delonix regia	52	0.2%
Tabebuia aurea	52	0.2%
Celtis laevigata	50	0.1%
Ilex x attenuata	50	0.1%
Bismarckia nobilis	41	0.1%

Myrcianthes fragrans	41	0.1%
Thrinax radiata	41	0.1%
Duranta	39	0.1%
Nerium oleander	38	0.1%
Phoenix canariensis	37	0.1%
Phoenix dactylifera	37	0.1%
Cupaniopsis anacardioides	36	0.1%
Peltophorum pterocarpum	32	0.1%
Polyalthia longifolia	30	0.1%
Psidium cattleianum	29	0.1%
Tamarindus indica	26	0.1%
Caryota mitis	24	0.1%
Filicium decipiens	24	0.1%
Acer rubrum	22	0.1%
Lysiloma sabicu	19	0.1%
Morella cerifera	16	0.0%
Cassia javanica	15	0.0%
Acacia auriculaeformis	11	0.0%
Bauhinia x blakeana	11	0.0%
Eugenia foetida	11	0.0%
Dalbergia sissoo	10	0.0%
Bischofia javanica	8	0.0%
Callistemon citrinus	8	0.0%
Hibiscus	8	0.0%
Litchi chinensis	8	0.0%

Annona glabra	7	0.0%
Chrysophyllum oliviforme	7	0.0%
Ficus aurea	7	0.0%
Chamaerops humilis	6	0.0%
Mastichodendron foetidissium	6	0.0%
Pandanus utilis	6	0.0%
Tabebuia bahamensis	6	0.0%
Adansonia digitata	5	0.0%
Chamaedorea	5	0.0%
Guapira discolor	5	0.0%
Dracaena	4	0.0%
Coccoloba uvifera	3	0.0%
Persea borbonia	3	0.0%
Phoenix sylvestris	3	0.0%
Ravenala madagascariensis	3	0.0%
Bucida molinetii	2	0.0%
Corypha utan	2	0.0%
Magnolia x soulangiana	2	0.0%
Butia capitata	1	0.0%
Jasminum	1	0.0%
Pittosporum	1	0.0%
Rhizophora mangle	1	0.0%
Sapindus saponaria	1	0.0%
Schefflera actinophylla	1	0.0%
Total	34584	100.0%

SECTION 3

STANDARDS OF WORK

3.1 Intent

CONTRACTOR agrees that all operations performed under this contract shall comply with all applicable federal, state, and local regulations for this occupation and this type of work. Specifically, but not exclusively, work shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, and the American National Standards Institute (ANSI) A-300 Standards for Maintenance of Trees and Woody Plants, and Z-133.1 – 1994 Safety Requirements, or most current editions. In addition, all work must also comply with the City of Weston's Code of Ordinances Chapter 122: Tree Preservation. In some instances, it will be necessary to gain access to the work area via johnboat or similar conveyance.

Generally, pruning is performed to reduce the potential for insect/disease problems of trees by removing dead, dying, or broken limbs and by correcting poor growth habits of trees. The work involves raising the clearance under trees to eight feet over walkways, 16 feet over roadways, and three feet from structures. Pruning also includes the removal of basal sucker growth from the tree trunk and root crown to reduce the poor appearance of stressed trees. No more than 25% or the current ANSI-300 canopy reduction standards of a tree's canopy/foilage shall be removed within an annual growing season. Each specific type of pruning that shall be required as part of the work under this contract is outlined in more detail in the specifications listed below.

In general, the pruning of palms shall include removing all dead, dying, or broken fronds, removal of fruit and seed pods, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. More requirements on palm pruning are included in the specifications listed below.

Specifications for the work shall include the following:

- A. **Hardwood Trees** – Refers to any dicot or conifer trees, either deciduous or evergreen, with one or more woody stem(s) or trunk(s), which naturally develops the diameter and height characteristics of a particular species, usually more than one and one half inches in trunk diameter and 12 feet in height at maturity.
- B. **Ficus Trees** – Refers to any species of ficus tree. There exists a large quantity of ficus trees growing in long rows with tight spacing characteristics. The CONTRACTOR shall achieve a three-year pruning cycle on ficus trees alone.
- C. **Palms** – Refers to any monocot plant having fronds with parallel veination and a tightly held trunk surface. Royal Palms trimmed twice per year.
- D. **Routine/Scheduled Work** – Refers to tree removal or maintenance work that does not constitute an emergency or hazardous situation, and is generally given to, and agreed

to, between the CONTRACTOR and the CITY on a regular basis. Routine work hours are generally between 7:00 A.M. to 7:00 P.M. Monday through Friday, except holidays.

- E. Emergency Work Only** – Refers to an emergency call out situation, typically not during normal business hours including, but not limited to nights, weekends, after a storm event or a vehicle accident, which requires a more immediate response for tree removal or maintenance work than routine or scheduled work. CONTRACTOR shall respond to these types of requests from the CITY in less than two hours from the time in which the request is received. Emergency work hours are generally those times outside of the routine work hours stated herein.
- F. Hazard Tree Pruning** – Pruning of trees or palms with immediate hazardous limbs or fronds (broken, diseased, or dangerous) which may arise during an emergency situation, such as a storm or vehicle accident. The branches or fronds are usually three inches in diameter or larger, and pose an immediate safety hazard to the public.
- G. Crown Cleaning, Thinning, and Clearance Pruning** – Pruning of limbs throughout the tree canopy to remove dead, diseased, and broken branches, repair stub cut branches, remove sprouts from limbs, and clean out problematic limbs from the canopy. Pruning of branches throughout the entire tree canopy to allow greater light penetration through the canopy and to reduce the amount of branching in the canopy. This work should not reduce the overall size of the canopy. Pruning of lower limbs of trees that are growing over a sidewalk or roadway, or limbs that are growing into a structure (building, street light, sign, etc.). Trees shall generally be pruned to achieve an eight foot clearance over sidewalks, a 16 foot clearance over roadways, and a minimum of three foot clearance from structures.
- H. Structural Pruning, Limb/Crown Reduction, and Restoration Pruning** – Pruning of limbs throughout the tree canopy to reduce the crossing limbs or to correct poor growth habits, such as multiple leaders on main stems and sharp angle branch junctures. This is usually necessary on trees that have not had any structural pruning done on them previously, or any training on them while the trees were still young. Pruning of limbs which are outside the average canopy size, or natural form, of the tree and to subordinate competing co-dominant leaders. Pruning of primary limbs to reduce the overall size and/or height of a tree to better fit its location. (Note: this type of pruning can only be performed on trees that are over 30 feet in height). This work shall also include restoration pruning for trees that have been previously hat raked, damaged from storms, or having injured branches from other causes, which may have resulted in high sprout growth in the canopy. Work should result in a better-balanced canopy and future growth of remaining limbs that will fill in and become a more natural growth habit for that tree species. Branches removed can be any size.

- I. **Small Tree Pruning, Training and Clearance Pruning** – Pruning of dead limbs, broken limbs, and crossing limbs throughout the tree canopy in order to improve overall health and reduce structural problems in future growth. Pruning to subordinate multiple stems where necessary in order to leave the most dominant stem to become the main leader for the tree. In some instances, small trees in this category may also need pruning to provide clearance from adjacent sidewalks, roadways or structures, as specified in this section above.
- J. **Palm Pruning** - Pruning shall include removal of all dead, dying, or broken fronds, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. Fronds shall be cut close to the trunk with a sharp pruning saw or other arboricultural tools. Pruning shall also include removal of the inflorescence (flower spikes), remains of the inflorescence, young seed stalks, any remains of seed stalks, and/or the fruits. Inflorescence can be removed any time, but it is generally better to remove before seeds ripen, if possible. Palm pruning shall be done with tools that are cleaned between working on each palm in order to reduce the spread of any pest or disease problems that may be present on the palms within the CITY'S properties, either currently, or in the future, during the length of this contract.
- K. **Hazard Tree Removal** – Removal of trees or palms that are an immediate hazard to property, vehicular traffic, or pedestrians due to uprooting, damaged or leaning trunks, dead fallen limbs, or large broken branches, which may occur during an emergency situation, such as a storm or vehicle accident. This work includes the removal of the total tree or palm and must be done immediately to remove the hazard to the public. This may also include the complete removal of the stump at that time, if necessary, or if the stump can be left and stump grinded later, then it can remain.
- L. **Routine Tree Removal** – Removal of trees or palms that do not meet the specifications of the landscape which they are in, that are declining, severely damaged, or completely dead, or that may become hazards to property and pedestrians as they grow. This work shall include the complete removal of the canopy and trunk, leaving a stump cut as flush to the ground as possible. The CONTRACTOR shall not remove any tree or palm unless specifically directed by the CITY.
- M. **Stump Grinding** – Standard grinding shall include stump and all exposed roots to be ground six inches below surface of soil. Grinding debris shall be compacted into stump hole to two inches below surface soil. The impacted area shall be protected by a barrier until such time that the CITY can install sod or plant material over the area. Leftover grinding debris shall be hauled from the work location and lawfully disposed of at CONTRACTOR'S expense.
- N. **Chipped and Solid Wood Products** – CONTRACTOR shall haul and lawfully dispose of chipped and solid wood products generated by work under this Agreement at its own expense. Storage and/or disposal of chips and solids generated by work performed under this Agreement shall be permitted on CITY properties or within public rights-of-way at the ONLY if approved by the CITY and at no additional cost to the CITY.

- O. Trunks and Fronds** – CONTRACTOR shall haul and lawfully dispose of trunks and palm fronds generated by work performed under this Agreement at its own expense. Storage and/or disposal of trunks and palm fronds generated by work performed under this Agreement shall not be permitted on CITY properties or within public rights-of-way.
- P. Clean-up** – All debris generated by the work performed under this Agreement shall be cleaned up not later than two hours after completion of the work for each tree, palm, and/or stump, and CONTRACTOR shall not leave the work location until clean-up is achieved. The work location shall be left equal to or better than pre-work conditions. All debris shall be kept off private properties at all times.
- Q. Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) in accordance with the standards outlined in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) at all times. Pedestrian traffic may be prohibited when appropriate. Sufficient and proper safety devices, to include and not be limited to signage, flags, barricades and cones must be used to stage vehicles and equipment and to protect work sites on or near roadways.
- R. Utilities** – CONTRACTOR shall be solely responsible for obtaining the locations of underground utilities when performing work below grade, and for identifying overhead utilities when performing work above grade. CONTRACTOR shall not perform work within ten feet of any overhead utilities. All work performed under this contract shall also comply with all current Florida Power & Light guidelines and standards for tree trimming near their facilities.
- S. Schedule of Work** – At the beginning of each week, the CITY shall furnish to the CONTRACTOR a list of both priority and routine maintenance Work Orders to be considered for completion during the upcoming week. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the upcoming week for review by the CITY'S representative. Upon approval by the CITY'S representative, the schedule of work shall become final. In addition, the CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.
- T. Public Relations** – CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement and is of equal importance as the ability to competently trim trees. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements why specific trees are being pruned or removed, whether a replacement tree will be planted, or offer any other information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.
- U. Discovery and Notification** - If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

- V. **Tree Damage** – Observation of tree damage prior to the commencement of work shall immediately be reported to CITY. Tree damage caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to the City. If any tree is destroyed, disfigured or dies within two years as a result of CONTRACTOR’S negligence, willful act, or failure to follow specified standards, CONTRACTOR shall compensate CITY for replacement value of the destroyed tree in accordance with the City of Weston’s Code of Ordinances Chapter 122: Tree Preservation, remove destroyed tree and grind the stump, all at no cost to CITY. Climbing irons, spurs or spikes shall not be used on any live tree or palm.

- W. **Property Damage** – Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. The placement of plywood or other methods, under truck tires entering and exiting City turf areas shall be employed by the CONTRACTOR to protect the swales and other turf areas. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.

- X. **Miscellaneous Dumping** – Upon request, the CITY may direct the CONTRACTOR to dispose of miscellaneous materials such as soil, rocks, tree stumps and other similar material. The CONTRACTOR shall provide the labor, equipment costs and the dump tickets for payment to the CONTRACTOR.

3.2 Work Order (Service Request) Completion Information Input

CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY’s Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY’s Work Order System by the CONTRACTOR.

3.3 Extra Work

CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY, and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business, and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Experience

Proposers shall have a minimum of five (5) years of government experience in providing Arboricultural Services of a similar scope as those services desired by the City. Proposers shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida.

4.5 Relationship Contact

CONTRACTOR will maintain at a minimum, one relationship contact for this contract who shall be based at a principal or branch location within Florida. The Relationship Contact will be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact will be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the CITY. The Relationship Contacts will use their experience and training to prevent, detect and control adverse conditions by physically inspecting the work site(s) regularly.

4.6 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

4.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.8 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.10 Adherence to City Policy

CONTRACTOR assigned to handle the Arboricultural Services for the CITY shall adhere to all CITY policies, procedures and protocols.

4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

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SECTION 5

STANDARDS OF LABOR AND MATERIALS

5.1 Labor

CONTRACTOR shall employ and provide a sufficient number of supervised staff to complete the duties stated within the Agreement with at least one being an ISA Certified Arborist, who must also be a Registered Arborist with the City of Weston.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. **Supervisor** – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the arboricultural services for the CONTRACTOR and be capable of directing all regular maintenance and additional arboricultural services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. **Employee/Independent Contractor or Sub-Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. All tree trimmers on site must hold a valid Broward County Class B Tree Trimmer license. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are obviously detrimental to the program.
- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.

- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **Chemicals** – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer’s label and Manufacturer’s Safety Data Sheet (MSDS) for all products used.
- H. **Damage** - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

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SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. **Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. **Commercial General Liability:** CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. **Business Automobile Liability:** CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. **Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. **Subcontractors:** Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. **Pollution Liability:** For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 or 100% of the total annual cost whichever is greater as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. The bond shall be issued by a Florida resident agent.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. **Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act** as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the per hour or per unit rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84 = 100, Series ID: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, 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.
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 Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. **Policy of Non-Discrimination:** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. **Public Entity Crime Act:** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. **Third Party Beneficiaries:** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. **Notices:** Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY: John R. Flint, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR: All Florida Tree & Landscape, Inc.
5855 NW 47 Place
Coral Springs, Florida 33067

- H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

- I. **Materiality and Waiver of Breach:** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue:** Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. **Non-Appropriation of Funds:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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SECTION 9
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20th day of February, 2018; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: 
Daniel J. Stermer, Mayor

ATTEST:



Patricia A. Bates, MMC, City Clerk

2nd day of April, 2018

By: 
John R. Flint, City Manager /CEO

Approved as to form and legality for the use of and reliance by the City of Weston only:

3rd day of April, 2018

By: 
Jamie Alan Cole, City Attorney

2nd day of April, 2018

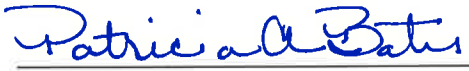
(CITY SEAL)

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

INDIAN TRACE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

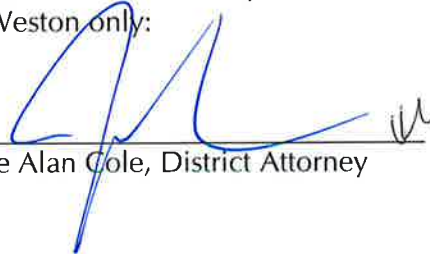
ATTEST:


Patricia A. Bates, MMC, District Clerk

2nd day of April, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: 
Jamie Alan Cole, District Attorney

3rd day of April, 2018

(CITY SEAL)

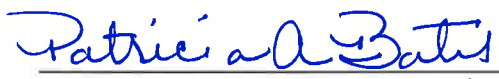
2nd day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

BONAVENTURE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

ATTEST:


Patricia A. Bates, MMC, District Clerk

2nd day of April, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: 
Jamie Alan Cole, District Attorney

3rd day of April, 2018

(CITY SEAL)

2nd day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC FOR
ARBORICULTURAL SERVICES RFP NO. 2017-12

Contractor: All Florida Tree and Landscape,
Inc.

By: Alan Matherson

23 day of March, 2018

WITNESSES:

Mary Anne Wolfson
Signature

Mary Anne Wolfson
Print Name

Georgia Cid
Signature

Georgia Cid
Print Name

SECTION 10
EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Patty Ramsaroop	
Advanced Professional Insurance Ser		PHONE (A/C, No, Ext): (954) 725-6112	FAX (A/C, No): (954) 725-6115
240 Lock Road		E-MAIL ADDRESS: patty@apisus.com	
Deerfield Beach FL 33442		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SECURITY NATIONAL INSURANCE	NAIC # 19879
		INSURER B: AGCS MARINE INSURANCE COMPANY	22837
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	SES1527064	03/22/2017	03/22/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine - Contractors Equipment			MXI93074423	03/22/2017	03/22/2018	Scheduled equipment \$266320

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tree & Landscaping Company

City of Weston is included as additional insured on general liability policy as required by written contract. Insurance is primary and non-contributory. Waiver of subrogation applies in favor of City of Weston on General liability as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Weston 17200 Royal Palm Blvd Weston FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PARAGON RISK MANAGEMENT INC 203 CRYSTAL GROVE BLVD LUTZ FL 33549		CONTACT NAME: NATHAN JENSEN PHONE (A/C, Hm, Ext): (813) 949-8636 E-MAIL ADDRESS: NATHAN@PARAGONRISK.COM	FAX (A/C, No):
INSURED ALL FLORIDA TREE & LANDSCAPE INC 5855 NW 47TH PLACE CORAL SPRINGS FL 33087 FEIN: 050567287		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FWCJUA	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1803090011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6G448056	8/2/2017	8/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MINIMUM PREMIUM POLICY

CERTIFICATE HOLDER City of Weston 17200 Royal Palm Blvd Weston FL 33326 Phone Number: (954) 385-2000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER One Source Advisory 203 Crystal Grove Blvd Lutz FL 33549	CONTACT NAME: Nathan Jensen	
	PHONE (A/C, No, Ext): (813) 949-8636	FAX (A/C, No): (813) 909-8743
E-MAIL ADDRESS: nathan@onesourceadvisory.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Owners Ins. Co.		32700
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5135292400	8/22/2017	8/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Resolution #: 2017-20; RFP #: 2016-10 Mitigation Area Invasive Vegetation Management Service City of Weston is included as Additional Insured on Auto Liability Policy as required by written contract. Insurance is primary and non contributory. Waiver of subrogation applies in favor of the City of Weston on auto liability policy, required by written contract.

CERTIFICATE HOLDER City of Weston 17200 Royal Palm Blvd Weston, FL 33326	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nathan Jensen/NRJ

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EXHIBIT B

FEE SCHEDULE

CONTRACTOR offers the following fixed hourly rates in Table B-1 for the for all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

In accordance with pursuant accordance with Section 2- Scope of Work, 2.2 - Level of Service, CONTRACTOR shall note that the quantity of hours in Table B-1 are only an estimate only and no guarantee is expressed or implied as to the quantity of services.

TABLE B-1

Item #	Description	Rate (\$) / Hour	Estimated (Hours)	Total
1	Per Hour Rate for a 3-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$165.00	400	\$ 66,000.00
2	Per Hour Rate for a 4-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 220.00	600	\$ 132,000.00
3	Per Hour Rate for a 5-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 275.00	4000	\$ 1,100,000.00
4	Per Hour Rate for a 3-Person Stump Grinding Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 210.00	80	\$ 16,800.00
5	Per Hour Rate for a 3-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 247.50	20	\$ 4,950.00
6	Per Hour Rate for a 4-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 330.00	20	\$ 6,600.00
7	Per Hour Rate for a 5-Person Crew during emergency work hours	\$ 412.50	100	\$ 41,250.00
Grand Total				\$1,367,600.00

**EXHIBIT B
(CONTINUED)**

TABLE B-2

The CONTRACTOR shall provide additional unit prices for the items stated in the Table B-2 below, for use as needed by the CITY.

Item #	Description	Rate (\$) / Hour
A	Per Hour Rate for a 1-Additional Person Crew during routine hours	\$ 55.00
B	Per Hour Rate for a 1- Additional Person Crew during emergency work hours	\$ 82.50
C	Per Hour Rate for crane bucket services for work beyond the reach of standard 65 ft bucket truck, includes all operator and crane equipment.	\$ 600.00
D	Per Hour Rate for boat usage , equipment only	\$ 100.00

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Rodney Dawkins	Provide labor
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN



EXHIBIT "D"

TRANSITION PLAN

All Florida Tree & Landscape, Inc. will provide a continued emphasis on structural pruning and crown reduction as needed. We will also focus on prevention of any future weather related damages and diseases proactively.

Bond No. 106793700

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

All Florida Tree and Landscape, Inc.

Travelers Casualty and Surety Company of America

5855 N.W. 47 Place

One Tower Square

Coral Springs, FL

Hartford, CT

33607

06183

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date: _____

Amount: Services as needed. Not for a fixed amount.

Description: Arboricultural Services
Location: Citywide
City of Weston RFP NO. 2017-12

BOND

Date (not earlier than Agreement Date): _____

Amount: \$100,000.00 or 100% of the total annual cost (whichever is greater).

Modifications to this Bond: None x See Page(s) _____

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

CONTRACTOR AS PRINCIPAL
All Florida Tree and Landscape, Inc.



Signature

Alan S. McPherson

Name

President

Title

SURETY
Travelers Casualty and Surety Company of America



Signature

James C. Congello

Name

Attorney-In-Fact

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT
James C. Congello, Florida Resident Agent

1715 N. Westshore Blvd., Suite 920, Tampa, FL 33607

Address

813-227-4306

Phone

813-282-1940

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
 - D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
- A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231761

Certificate No. 007107829

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James N. Congelio, James C. Congelio, and Lenita Wright

of the City of Maitland, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 26th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2018-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDING RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in the Fiscal Year 2018, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-of-Way Funds and General Fund/Parks & Recreations/Park Services; and

WHEREAS, Fourth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Arboricultural Services, RFP No. 2017-12 (the "Proposal"); and

WHEREAS, Fifth, the City prepared the Proposal, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer's financial ability to perform the services described in the Agreement; 2) qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this Proposal and Agreement; 3) the proposer's estimated cost based on Exhibit "B" – Fee Schedule; 4) the proposer's shall have a minimum of five years of experience in providing Arboricultural Services of a similar scope as those services desired by the CITY and shall have been in continuous operation for a minimum of the past five years from the date that the RFP was issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida; and

WHEREAS, Sixth, in compliance with Chapter 32 of the City Code, beginning on December 27, 2017, the Proposal was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and Proposal documents were made available for electronic download from Onvia DemandStar and BidSync; and

WHEREAS, Seventh, a total of 20 sets of Proposal documents were obtained by potential proposers; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDED RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, Eighth, a total of 13 potential proposers, signed in and participated at the Mandatory Pre-Proposal Conference held on January 11, 2018, at 2:00 p.m. at the Weston Community Center; and

WHEREAS, Ninth, on January 16, 2018, the City issued Addendum #1; and on January 24, 2017, the City issued Addendum #2; and

WHEREAS, Tenth, the City received a total of three sealed proposals from the following Proposers: All Florida Tree & Landscape, Inc., of Coral Springs, Florida; Innovative Environmental Services, Inc., of Deerfield Beach, Florida; and A Native Tree Service, Inc., of Miami, Florida; and those sealed proposals were opened on January 30, 2018; and

WHEREAS, Eleventh, on February 6, 2018, the Selection Committee, comprised of Chair, Darrel Thomas, Assistant City Manager/CFO; Ryan Fernandes, Director of Technology Services member; Bryan Cahen, Director of Budget; member; and Peter Johnson, Assistant Director of Public Works, alternate member, met at a publicly noticed meeting (with notice sent to each proposer) to determine the responsiveness and the responsibility of the proposals received, and to rank all proposals which were deemed both responsive and responsible; and

WHEREAS, Twelfth, the Selection Committee deemed all proposers to be responsive and responsible; and

WHEREAS, Thirteenth, the Selection Committee ranked All Florida Tree & Landscape, Inc., of Coral Springs, Florida, number one; Innovative Environmental Services, Inc., of Deerfield Beach, Florida, number two; and A Native Tree Service, Inc., of Miami, Florida, number three; and

WHEREAS, Fourteenth, the City Commission desires to adopt and ratify the rankings of the Selection Committee; and

WHEREAS, Fifteenth, the City Commission finds it in the best interest of the City to award and approve an Agreement for Arboricultural Services to All Florida Tree & Landscape, Inc., of Coral Springs, Florida; and

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

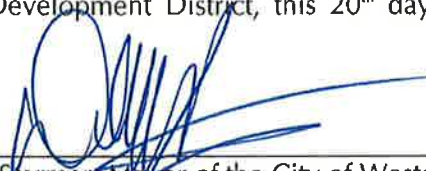
Section 2: The Agreement for RFP No. 2017-12 for the Arboricultural Services with All Florida Tree & Landscape, Inc., of Coral Springs, Florida, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDED RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District and Bonaventure Development District, this 20th day of February 2018.

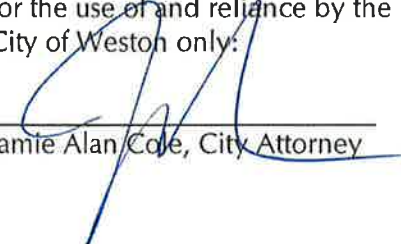


Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:


for Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Jaffe	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

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

TO: Honorable Mayor and Council
THRU: Charles Huff, Village Manager
FROM: Marc Holloway, Field Operations Manager
DATE: March 9, 2023
SUBJECT: **RESOLUTION – Approval to increase the FY 2023 Blanket Purchase Order issued to GT Supplies, Inc. to \$50,000**

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to GT Supplies, Inc. to \$50,000.

The Village uses GT Supplies, Inc. for reconditioning existing dumpsters as needed. As the Village moves toward purchasing plastic replacement dumpsters, we have to continue to repair the dumpsters that the Village currently has. Earlier in the fiscal year, a blanket purchase order was issued to GT Supplies, Inc. in the amount of \$25,000 for the purchase/fabrication of dumpsters and parts/repairs. To date, the Village has expended \$14,544.22 with this vendor for these services.

Based on the current year trend, Staff is estimating that an additional \$25,000 is needed for these services for the remainder of the current fiscal year and is recommending that \$25,000 be added to the existing purchase order for this vendor.

In accordance with the Village’s purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000:

“Blanket purchase orders in excess of \$25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of \$25,000 and up to \$50,000 shall be placed on the Consent Agenda.”

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Solid Waste	A7020-35217	Machinery & Equipment Supplies	\$50,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to GT Supplies, Inc. to \$50,000, with funds expended from Account No. A7020-35217 (Solid Waste – Machinery & Equipment Supplies), in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH GT SUPPLIES, INC. IN THE TOTAL AMOUNT OF \$50,000 FOR DUMPSTER REPAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village’s Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, the Village issued a blanket purchase order to GT Supplies in the amount of \$25,00 for dumpster repairs; and

WHEREAS, Village Staff estimates that an additional \$25,000 will be required for the current fiscal year, and the Village’s purchasing policies and procedures require that blanket purchase orders in excess of \$25,000 and up to \$50,000 be placed on the Village Council consent agenda for approval; and

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

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

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

Section 2. The Village Council hereby approves a \$25,000 increase in the blanket purchase order issued to GT Supplies, Inc. for a total amount of \$50,000 for Fiscal Year 2023, with funds expended from Account No. A7020-35217 (Public Works/Sanitation – Machinery & Equipment Supplies).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Charles Huff, Village Manager
FROM: Renee Govig, Director of Human Resources
DATE: March 9, 2023
SUBJECT: **RESOLUTION** – Appointing Representative and Alternate Representative to the Public Risk Management of Florida Board of Directors

In Fiscal Year 2022/2023, the Village contracted through Public Risk Management of Florida (PRM), a risk management and self-insurance pool for property, casualty and workers' compensation insurance. PRM is a risk management pool that operates in accordance with an Intergovernmental Cooperative Agreement (Agreement) and is governed by a Board of Directors. Through the adoption of Resolution No. 2022-53 on July 14, 2022, the Village Council approved coverage with PRM.

The Village is a Standard Member of PRM. The Agreement requires Village Council to appoint a representative and alternate representative to PRM's Board of Directors. Representatives of Standard Members do not vote; however, participation on the Board will allow the Village to remain fully informed as to the operation and administration of the risk management pool. Village Staff requests that Council designate Director of Human Resources and Risk Management, Renee Govig, as its representative and Village Manager, Charles Huff, as its alternate representative.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution designating its representative and alternate representative to the Public Risk Management of Florida Board of Directors in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING THE VILLAGE'S REPRESENTATIVE AND ALTERNATIVE REPRESENTATIVE TO THE PUBLIC RISK MANAGEMENT OF FLORIDA ("PRM") BOARD OF DIRECTORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Public Risk Management of Florida ("PRM") provides the Village with property, casualty and workers' compensation insurance coverage; and

WHEREAS, PRM is a risk management pool governed by an Intergovernmental Cooperative Agreement setting forth the Contract and By-Laws for the pool ("Agreement"), and the Village is a Standard Member of PRM; and

WHEREAS, while Standard Members do not vote, the Agreement provides that each Member shall appoint one person to represent the Member on the Board of the Directors, along with another person to serve as an alternate representative; and

WHEREAS, the Village Council wishes to formally appoint the Village's representative and alternative representative to serve on the PRM Board of Directors.

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 appoints Director of Human Resources and Risk Management Renee Govig to serve as its representative on the PRM Board of Directors and Village Manager Charles Huff to serve as its alternate representative.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
Leisure Services

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: March 9, 2023
SUBJECT: **RESOLUTION – Approval of Proposal from Impact Sport Surfaces Inc. to furnish and install a new sports surface at the Community Center gym in an amount not to exceed \$62,970.00.**

Background:

The gym floor at the Community Center is in need of resurfacing. The last time the gym floor was resurfaced was 2010 (Resolution 2010-04). Prior to that, it was last resurfaced in 1994 (Resolution No. 4-94). Typically, gym floors need to be resurfaced every 10-15 years. In certain areas, our gym floor has dark wear stains, dents, water damage, scratches, and divots. The floor is 8,313 square feet.

Impact Sport Surfaces Inc. provided a proposal to resurface the gym floor:

Vendor	Cost
Impact Sport Surfaces Inc.	\$62,970.00

Pricing:

The proposal from Impact Sport Surfaces Inc. for installation of a Robbins Pulastic FL sports surface system is pursuant to pricing established in an existing Sourcewell contract (#031022-RBI), expiring May 26, 2026. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. Staff also reached out to Southeastern Surfaces and Equipment for a secondary proposal to verify the fair market value as required by the purchasing policies.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General	Parks and Recreation	A8028-34620	R&M Bldg. & Grounds	\$62,970.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Impact Sport Surfaces Inc. to furnish and install new sports surface at the Community Center in an amount not to exceed \$62,970.00, with funds expended from Account No. A8028-34620 (R&M Bldg. & Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH IMPACT SPORTS SURFACES, INC. FOR THE RESURFACING OF THE GYMNASIUM FLOOR AT THE COMMUNITY CENTER UTILIZING PRICING ESTABLISHED IN AN EXISTING SOURCEWELL AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the gymnasium floor at the Village Community Center is in need of resurfacing; and

WHEREAS, Village Staff solicited a proposal from Impact Sports Surfaces, Inc. for the installation of a Robbins Pulastic FL floor utilizing pricing established in an existing Sourcewell Agreement with Robbins, Inc. (No. 031022-RBI); and

WHEREAS, the Village Council determines that 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 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 Impact Sport Surfaces, Inc. for the installation of a Robbins Pulastic FL floor at the Community Center gymnasium utilizing pricing established in an existing Sourcewell Agreement at a total cost of \$62,970, with funds expended from Account No. A8028-34620 (Parks and Recreation – R & M Bldgs. & Grounds), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 IMPACT SPORTS SURFACES, INC., 1121 South Military Trail #318, Deerfield Beach, FL 33442, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 45-3338399.

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR to furnish and install a new Robbins Pulastic FL sports surface at the Community Center gymnasium; and

WHEREAS, CONTRACTOR provided a proposal utilizing pricing established in an existing Sourcewell Agreement (Contract No. 031022-RBI) with Robbins, Inc. and 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 Quote dated February 14, 2023, 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 **Sixty-Two Thousand Nine Hundred and Seventy Dollars and No Cents (\$62,970.00)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. 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.

IMPACT SPORTS SURFACES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

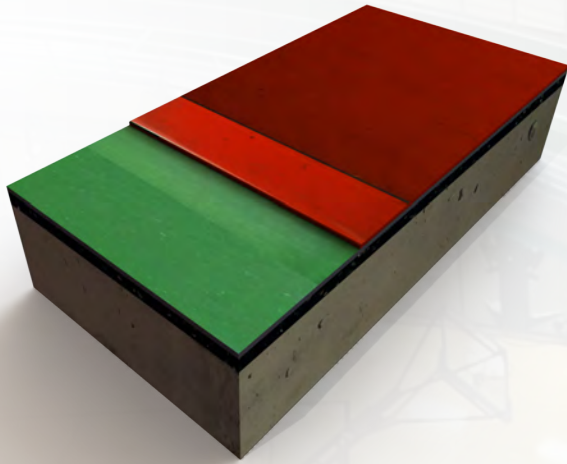
By: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



PULASTIC FL systems are resurfacing systems for existing polyurethane floors. Pulastic FL offers options for rehabbing, restoring, and enhancing existing Pulastic floors, and offers enhancement options for other non-Pulastic resilient and full-depth polyurethane floors .

Benefits to choosing a Pulastic FL system include:

- ① *Reduced costs in comparison to a new floor*
- ① *Improves friction characteristics*
- ① *Water based finish for very low odor during renovation and maximum indoor clean air protection during use*
- ① *Helps maintain color stability*
- ① *Strengthens wear resistance for optimal life cycle cost and maximum usability*
- ① *Easily update colors & graphics to match facility preferences*

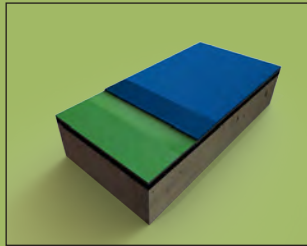
PULASTIC[®]

INDOOR | MULTI-PURPOSE | BASKETBALL | TENNIS | VOLLEYBALL
TRAINING FACILITY | COMPETITION LEVEL | GYMNASTICS

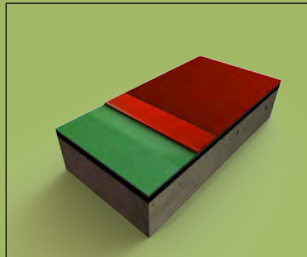
CHOOSE THE BEST FIT FOR YOUR FACILITY

Pulastic FL has three options to choose from:

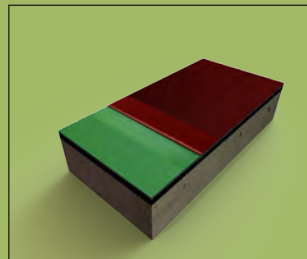
PULASTIC FL (FACELIFT) is a resurfacing system designed exclusively for existing Pulastic polyurethane floors. Pulastic FL will restore and enhance existing Pulastic floors to their original beauty, extending the life of the floor even more.



PULASTIC FL-E (ENHANCED) is an “enhancement” system for resurfacing existing full depth and resilient polyurethane floors. Utilizing GM2500 compound, FL-E will provide a stronger, better looking surface possessing the proper friction characteristics of standard PULASTIC systems.



PULASTIC FL-R (RESTORE) is a “restoration” system for resurfacing existing Pulastic floors. This affordable process is designed to fully restore the floor to its original condition. Please note that FL-R should not be used to resurface non-Pulastic floors.



16 Classic Colors to Choose From



*Custom color options available. Due to printer variation, actual floor colors may be slightly different from colors above. Consult your dealer for color accuracy.

robbinsfloor.com | 1.800.543.1913

Robbins, Inc. | 4777 Eastern Avenue | Cincinnati, OH 45226

Quote



Date	February 14, 2023
Valid Until	30 days from above
Sales Representative	Darin Aarnio
	daarnio@impactsurface.com

Customer:

Stephen Poh
 NPB Recreation Center
 The Village of North Palm Beach

spoh@village-npb.org

Quote/Project Description

Resurface gymnasium flooring
 Sourcewell Contract #: 031022-RBI
 Member ID #: 18929

Description	Line Total
Furnish & Install Robbins Pulastic FL overpour, scope includes:	
Abrade the entire gym floor surface in prep for urethane lift, repair minor cuts/blmeshes	
Vacuum & tack free of dust	
Apply 1.5 mm Robbins Pulastic 2000 urethane resin	
Apply topcoat (color as selected from manufacturers standard colors)	
2" Gamelines: 3 Basketball, 3 Volleyball, 3 Pickleball	
\$1200 logo graphics allowance included in price	
New perimeter cove base and transitions at doors	\$ 62,970.00
Price assumes re-use of Volleyball cover plates. If new is required add \$185.00 ea. Furnished & Installed	
No work to be performed under existing bleachers unless removed prior and replaced after by others	

Special Notes and Instructions

Unload & freight to site included

Scope schedule: approx 3 weeks start to use by owner including cure time

Terms: 30 days net

Subtotal	\$ 62,970.00
Total	\$ 62,970.00

Notes & Clarifications: Client to provide dumping facilities for process. Required power supplied by others. Permanent lighting and HVAC must be functional prior to delivery/install. All work in compliance with manufacturer Specifications. Additional work only to commence with the receipt of an approved Change Order.

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Darin Aarnio: 561-721-5718

1121 S. Military Trail #318, Deerfield Beach, FL. 33442
 Tel: 954-796-4567 Fax: 954-719-3784 Web: www.impactsurface.com



Robbins Sports Surfaces

Sourcewell Contract #: 031022-RBI

Effective: February, 2022 *replaces previous lists*

For 2022 installations

All prices in U.S. dollars.

Quotations and Installation by Authorized Robbins Dealers

Ceiling prices shown per SF. Robbins dealer please quote and register.

All standard floors include "Basic Graphics".

Item	Product	List	SW Price	Additional Info.
1	MVP®	\$ 31.99	\$ 27.82	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
2	BioChannel Classic	\$ 26.46	\$ 23.01	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
3	BioChannel SB	\$ 22.45	\$ 19.52	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
4	BioChannel(R) Star	\$ 21.76	\$ 18.92	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
5	Eclipse® SB (anchored)	\$ 22.69	\$ 19.73	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
6	AirChannel(R) Star	\$ 18.26	\$ 15.88	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
7	BioCushion®	\$ 20.07	\$ 17.45	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
8	Sportwood(R) Ultra Star	\$ 19.11	\$ 16.62	MFMA 2nd & Btr., Parquet(PQ), 7/16"
9	Installation of strip maple flooring on existing sub-floor. Demo not included	\$ 17.82	\$ 15.49	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
10	All-Star Plus Portable Floor	\$ 242,948	\$ 211,259	112' X 60' Robbins All-Star Plus Portable Basketball Floor, MFMA Second and Better Grade, 25/32" Thick by 2 1/4" Face Width, Basic Graphics, see description and specifications.
11	Screen & Recoat (Oil)	\$ 2.20	\$ 1.91	Per Robbins Dealer specification.
12	Sand & Finish (Oil)	\$ 7.91	\$ 6.87	Per Robbins Dealer specification.
13	Water-based finish option (add)		\$ 2.94	Water based gym-finish procured and applied by Robbins dealer.
14	Pulastic Pro 165	\$ 19.88	\$ 17.29	16.5mm
15	Pulastic Classic 110	\$ 14.40	\$ 12.52	11mm
16	Pulastic Classic 90	\$ 13.72	\$ 11.93	9mm
17	Pulastic Academy 90	\$ 13.72	\$ 11.93	9mm
18	Pulastic Classic 60	\$ 13.05	\$ 11.35	6mm
19	Comfort Court 50	\$ 16.46	\$ 14.31	5mm
20	Pulastic "Eco" option (add)	\$ 1.28	\$ 1.12	
21	Pulastic FL "face-lift"	\$ 10.80	\$ 9.39	
22	Galaxy Classic iLock Tiles	\$ 10.20	\$ 8.87	3/8"
23	Galaxy Classic Roll 10% Color	\$ 13.77	\$ 11.98	3/8"
24	Galaxy Classic Roll 20% Color	\$ 14.63	\$ 12.72	3/8"
25	Galaxy Classic Roll 35% Color	\$ 15.52	\$ 13.49	3/8"
26	Galaxy Ultra Tiles	\$ 20.97	\$ 18.23	10mm
27	Galaxy FIT Tiles	\$ 21.64	\$ 18.82	10mm
28	Galaxy Extreme Tiles 10% Color	\$ 19.04	\$ 16.56	1"
29	Galaxy Extreme Tiles 35% Color	\$ 19.65	\$ 17.09	1"

30	Galaxy Extreme Tiles 95% Color	\$ 20.52	\$ 17.84	1"
31	Pulastic GT 100	\$ 18.86	\$ 16.40	10mm
32	Galaxy Xtreme R	\$ 23.04	\$ 20.03	18mm
33	Durathon Elite 10mm	\$ 16.74	\$ 14.55	10mm
34	Durathon Elite 13.5mm	\$ 18.88	\$ 16.41	13.5mm
35	Danzaire® Wood Sprung Floor	\$ 49.70	\$ 43.22	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
36	La Lena Studio A Wood	\$ 47.39	\$ 41.21	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
37	Forever® Marley	\$ 39.12	\$ 34.02	
38	Custom Colors	NA	Per Project	
39	IAAF/NCAA Surveyed and Certified Track and Field Line Markings	NA	Per Project	
40	Custom Design Solutions	NA	Per Project	
41	MFMA Grade of Maple Flooring	NA	Per Project	Options include 1st , 3rd & Better and 3rd Grade
42	"Hot List" or Special Discount Pricing	NA	Per Project	Based on Availability
43	Sales Tax, Duties, Fees	NA	Not Included	
44	Freight	NA	Per Project	
45	Custom Logos and Graphics	NA	Per Project	
46	Wall Base	NA	Per Project	
47	Thresholds	NA	Per Project	
48	Concrete Correction	NA	Per Project	
49	Demolition	NA	Per Project	
50	Modifications for LEED	NA	Per Project	
51	Moisture Suppression	NA	Per Project	
52	Special Labor Regions		Per Project	Union Labor Agreements, Prevailing wage, special labor agreements. Some regions of the US and Canada may require pricing modification due to union labor agreements or specified prevailing wage requirements. Examples of these regions include; NY, NJ, HI, CA, AK, IL, DC, CT, MA. Please allow dealer to modify price to accomodate additional labor cost.

Basic Graphics Description: Includes appropriate basic gamelines for basketball and volleyball based on the size of the project. Does not include solid borders, solid keys, custom colors, any stain work or any logos. All custom graphics must be priced on a per project basis.



Solicitation Number: RFP #031022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Robbins Inc., 4777 Eastern Ave., Cincinnati, OH 45226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Robbins Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:56 PM CDT

DocuSigned by:
John Ficks
By: 99B8142ABEDC4B8...
John Ficks
Title: Global Sales & Marketing Manager
Date: 5/31/2022 | 10:06 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/31/2022 | 10:07 AM CDT

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name: Robbins Inc.
Address: 4777 Eastern Ave
Cincinnati , Ohio 45226
Contact: John Ficks
Email: jficks@robbinsfloor.com
Phone: 513-619-5975
Fax: 513-871-7998
HST#:

Submission Details

Created On: Thursday February 03, 2022 13:12:26
Submitted On: Wednesday March 09, 2022 15:01:30
Submitted By: John Ficks
Email: jficks@robbinsfloor.com
Transaction #: 2c913eae-ba4c-49df-949a-cbb35f01ef68
Submitter's IP Address: 165.225.57.168

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Robbins Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Robbins offers sports flooring products under the brand name, Robbins Sports Surfaces(r).
4	Provide your CAGE code or DUNS number:	Cage: 4R989 DUNS: 055105944 Federal ID #: 31-0794597
5	Proposer Physical Address:	Robbins Inc. Robbins Sports Surfaces 4777 Eastern Ave., Cincinnati, OH 45226 (513) 871-8988
6	Proposer website address (or addresses):	www.robbsfloor.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Ficks Global Sales & Marketing Manager 4777 Eastern Ave., Cincinnati, OH 45226 jficks@robbsfloor.com (513) 619-5975
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above.
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary (Beth) Smith Vice President of Sales Administration 4777 Eastern Ave., Cincinnati, OH 45226 bsmith@robbsfloor.com (513) 619-5934

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Robbins is proud to have earned a Sourcewell vendor contract in 2014 & 2018, this milestone has become a key component of our history and recent success in meeting the needs of the college, university, municipal and K-12 Sourcewell member markets. We appreciate the opportunity to submit this RFP response and the additional opportunity to meet future Sourcewell community demand. Robbins is eager to continue its partnership with the Sourcewell member community.</p> <p>Robbins, Inc. Profile Overview</p> <p>Robbins, Inc. is the premier supplier of high performance maple and synthetic sports flooring systems to the NBA, WNBA, NCAA, College & University, Arena, K-12, Government Institutional, religious and fitness markets. In more than 60 nations around the world athletes compete and practice on millions of square meters of Robbins' sports surfaces. Professional and amateur alike know that when they play on a high-performance Robbins' system they'll be able to play at peak levels, safely and comfortably. Consider:</p> <ul style="list-style-type: none"> In the 2021 NBA playoffs, 11 of the 16 teams play and/or practice on a

Robbins surface.

- 80% of all NBA teams currently have a Robbins competition or practice floor.
- More NBA teams currently practice and compete on Robbins' game courts than all other manufacturers combined.
- The NBA routinely relies on Robbins' technical expertise for advice on game lines and court design.

Our Core Values

1. Proven Safety
2. Proven Performance
3. Proven Winners

Robbins' Passion and Purpose

We believe your kids and parents deserve the safest equipment. You're making a decision that impacts thousands of kids for decades to come. At Robbins, we work with schools who prioritize safety and performance and insist on giving their athletes the best shot at winning. We design and install the surfaces that set the stage for your community's greatest performances. A surface that promotes performance, speeds recovery and reduces injury. You want your kids performing at their best, we build floors where it can happen. That's why we are committed to the ideas of providing proven safety, proven performance and providing sporting surfaces for winning teams nationally.

Delivering on this passion has led to more than 25 patents over the years with additional patents pending. Robbins is the only manufacturer with full-time research and product development staff and has collaborated for more than 20 years with world-renowned biomechanics researcher, Dr. Benno Nigg of the Human Performance Laboratory at the University of Calgary. Robbins' unique capability and understanding of the biomechanical interaction between athlete and floor have recently led to new designs that reduce vibration and increase uniformity, both of which improve performance, comfort and safety. Please refer to the attachments section for additional information on the importance of managing uniformity and vibration in area-elastic sports floors.

Choosing the right sports flooring system is a complex undertaking and that's why in 1989 Robbins created The Robbins Institute®, the educational process by which prospective customers can learn what they need to know so they can make the best, most informed decision to meet their needs. Customer representatives ranging from Business Managers and Athletic Directors to Coaches, Trainers, Facility Managers, Architects and others who influence the buying decision can visit one of more than 15 Institutes around the country. The process starts with classroom education on basic system designs, key mechanical and biomechanical attributes and tradeoffs, and other considerations like facility climate control and expected load bearing conditions. After better understanding what the customer needs and wants, the process moves to the practical application part of the education process. Customer representatives have the opportunity to test a number of different flooring designs in our Institutes or at nearby installations, to help cement their classroom learning.

Structure

- Privately-held, 4th generation business founded in 1894
- Family-owned and operated
- 220 employees in seven locations
- Designer of standard, proprietary and custom sports flooring systems
- Manufacturer of residential hardwood flooring and hardwood and synthetic sports flooring systems
- Distributor of synthetic sports flooring products, including toll manufactured products and private label products marketed under the Robbins brand, as well as branded products owned by other companies.
- Ability to refurbish and repair portable systems in-house in our own finishing facilities thereby guaranteeing total control of the project from start to finish and ensuring that all aspects of the process conform to our rigid quality standards.

Businesses/Divisions

- Robbins Sports Surfaces
- Portable sports floors sold directly by Robbins staff
- Permanent sports floors sold through a network of authorized, highly-trained specialty flooring contractors
- International Sales – sports floors and residential flooring sold internationally through a network of dealers/distributors
- Egis FloorLife, an innovative contract sports flooring maintenance service that guarantees structural integrity and mechanical performance for up to 40 years.

Trade Affiliations/Alliances/Sponsorships

- LDS Church – Value Managed Relationship Partner (VMR)
- FIBA (International Basketball Federation)

		<ul style="list-style-type: none"> • MFMA (Maple Flooring Manufacturers' Association) – charter member of the nation's oldest manufacturing trade association. MFMA is recognized as the authoritative source of technical and general information about maple flooring and related sports flooring systems. • NIRSA (National Intramural-Recreational Sports Association) – charter corporate partner & sponsor to multiple events • IAVM member (venue managers association) • U. S. Green Building Council • Certified supplier of FSC materials (Green, Sustainable wood products) • American Institute of Architects – certified to deliver CEU modules • American Sports Builders Association – committee leadership role to standardize sports floor testing methodology 	
11	What are your company's expectations in the event of an award?	<p>What are your company's expectations in the event of an award?</p> <p>Robbins has an established track record of meeting Sourcewell demand for athletic surfacing in a timely and very cost-effective manner. Robbins is eager to earn a new contract and understands that a competitive offering must be in place in order to earn a future relationship with the SOURCEWELL community.</p> <p>In the event of a contract being awarded to Robbins, Robbins expects to continue to work in partnership with the Sourcewell and our Sourcewell contract administrator to meet the demand of Sourcewell members Institutions. In the event of award, Robbins would initiate an education and training program within our company and throughout the Robbins Dealer Network to update and review Robbins' successful Sourcewell program. Robbins ability to provide athletic flooring to Sourcewell members is valued by Robbins and our Sourcewell member clientele equally. If Robbins is able to earn the contract award the following activity would be initiated. Contract Award then Contract Announcement then Internal Training then Dealer Training then Contract Promotion at Fall and Winter Trade-Shows, Exhibitions, Conferences and face to face meeting with Sourcewell members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached letters from PNC Bank and Great American Insurance indicating that Robbins is in good financial standing and maintains an 8 figure credit line with a \$5 million bonding capacity.	*
13	What is your US market share for the solutions that you are proposing?	35%. Robbins is the marketshare leader for maple gym floor systems installed in school gymnasiums. (note: maple hardwood is unquestionably the preferred surface for school gymnasiums in the USA and Canada) Robbins marketshare of the USA market for MFMA hardwood maple for educational institutions is estimated to exceed 35% of the square footage of all installations. Robbins marketshare in Canada for the same product is estimated to exceed 35%. Robbins estimated share of the educational institution market for synthetic sports flooring systems is 20%. This includes multipurpose courts, indoor running tracks and weight rooms.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate a 30-35% share of the maple hardwood flooring market for schools in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO, Robbins has NEVER petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Robbins Sports Surfaces is a manufacturer of athletic flooring and a distributor of complimentary products. Robbins manufactures hardwood flooring, portable basketball floors, and athletic sub-floor components at our mills in White Lake, WI and Ishpeming, MI.</p> <p>Robbins manufactures the highest quality portable basketball floors used by NBA and NCAA teams. Clients include the Orlando Magic, Charlotte Hornets, LA Lakers and many others. Portable basketball floors are generally sold directly to the market by Robbins sports surfaces.</p> <p>SALES FORCE Robbins directly employs 6 Regional Sales Managers who work to assist maximize the sales of our U.S. and Canada dealer sales network. Unlike our competition, each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our dealer and facility owner customer base.</p> <p>Robbins employs an international sales team with particular expertise in sales to Asia, the middle east and south America.</p> <p>Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas.</p> <p>EXCLUSIVE AUTHORIZED DEALER NETWORK Robbins Sports Surfaces' products, except for portable basketball floors, are sold and installed by a network of exclusive authorized dealers (the Dealer Network). The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The installation of a wood sports flooring system is an art-form and skilled trade and local, experienced craftsmen are required to ensure project success.</p> <p>In North America, there are about 40 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories that may be organized by geography, product line or trade union affiliation. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i Group, formerly known as Anderson-Ladd Inc. Many of our dealers are small family owned business that have been affiliated with Robbins for over 40 years.</p> <p>All Robbins dealers are independently owned and operated. They are not franchises and they are operated independently of Robbins. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers.</p> <p>Robbins, and the Authorized Robbins Dealer Network, have a proven track record of meeting the requirements of SOURCEWELL members in a timely and cost effective manner.</p>
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Numerous licenses and certifications are required to be held and are voluntarily held by Robbins and Authorized Robbins Dealers in order to successfully meet demand from Sourcewell membership.</p> <p>a) Business License b) Contractor and General Contractor Licensing required based on locality. c) FSC Certification – necessary to manufacture and distribute FSC certified wood products necessary for LEED Projects. (GREEN, SUSTAINABILITY) d) Maple Flooring Manufacturers Association membership – Required to supply standardized MFMA maple flooring to institutional athletic and recreational projects. e) ASBA – American Sports Builders Association membership. f) NBA – Robbins maintains a close relationship with the NBA. g) NIRSA – Intermural and Recreational Sports Association, membership. h) FIBA – International Basketball Federation certification necessary i) FIVB – Intl. Volleyball Federation. Necessary to supply competitive volleyball courts. j) HAZMAT Certification – Necessary to ship some gym floor products internationally. k) Chamber of Commerce certification – often required for export projects l) Union Affiliation – Regionally required by some SOURCEWELL members, necessary to operate in certain locales. m) MFMA Mill Accreditation n) MFMA Installer Accreditation o) Finish manufacturer certification</p>	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	There is no history of “Suspension or Disbarment”.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Robbins was recently named “Exporter of the Year, 2020” by EXIM Bank. Exim Bank is the Export/Import Bank of the Federal Government of the USA. Robbins was also recently recognized by the National Hardwood Lumber Association with a 100-year award, recognizing Robbins’ over 100-year history in the hardwood industry. Robbins considers contract awards as recognition of the trust Robbins maintains in our industry. Although Robbins products are purchased by hundreds of K-12 schools every year, it is the acceptance at the NBA and NCAA level that Robbins views as recognition of our commitment to the industry. Recent NBA and NCAA clients include the Minnesota Timberwolves, the Houston Rockets, Chicago Bulls and Philadelphia 76ers.	*
20	What percentage of your sales are to the governmental sector in the past three years	The Government and Education sectors make up greater than 95% of Robbins sales. An estimated additional breakdown of the two sectors would be: 75% Education 20% Government	*
21	What percentage of your sales are to the education sector in the past three years	<p>Approximately 75% of Robbins annual sales are to the education market. Robbins is in business to serve the education and government sectors. A further breakdown of markets served by Robbins Sports Surfaces is as follows:</p> <ul style="list-style-type: none"> • Public and Private K-12 • College and University • Community and Municipal Recreation (City, YMCA, Boys and Girls Clubs) • Parks and Recreation 	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Robbins holds no other State or Cooperative purchasing contracts and relies exclusively on its partnership with SOURCEWELL for cooperative sales. Some Robbins dealers from time to time may hold state contracts but those sales are negligible when compared to Robbins SOURCEWELL related sales volume.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NONE, Robbins holds no GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Reid Thiesse, B&G Director	(218) 454-6906	*
Maple Grove Schools	Jeff Arthurs, B&G Director	(763) 516-1932	*
Anoka/Hennepin Schools	Tom Karp, Operations Supervisor	(763) 202-1455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
West Des Moines Rec Plex	Government	Iowa - IA	Sourcewell transaction for the sale & installation of new hardwood and synthetic athletic flooring. (2021 project)	\$481,000	\$481,000	*
New Ulm Recreation, Vogel Rec Center	Government	Minnesota - MN	Sourcewell transaction for the sale & installation of athletic flooring for new recreation complex. (2021 project)	\$379,000	\$379,000	*
Mt. Hood Community College	Education	Oregon - OR	Sourcewell transaction for the sale & installation of new athletic flooring. (2021 project)	\$479,000	\$479,000	*
St. Louis Park HS	Education	Minnesota - MN	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$342,000	\$342,000	*
Fowler High School	Education	New York - NY	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$260,000	\$260,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Robbins Sells and Services its products in all 50 states, Canada and many international markets. In addition to the National Sales Manager and other internal sales staff, Robbins directly employs 6 Regional Sales Managers who work to assist and maximize the sales of our U.S. and Canada dealer sales network (45 USA & Canada Dealers). Regional Sales Offices are located in; Vancouver, Canada, Phoenix, Arizona, Jackson, Mississippi, Cincinnati, Ohio and Philadelphia, Pennsylvania. Each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our Sourcewell clients. Robbins employs an international sales team with particular expertise in sales to Asia, the Middle East and South America. Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas. Robbins sales teams have an established and strong history of efficiently meeting the demand of Sourcewell members.	*

27	Dealer network or other distribution methods.	<p>Authorized Dealer Network.</p> <p>In North America, there are about 45 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories (generally, one dealer per state) that may be organized by geography, product line or trade union affiliation. The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i (formerly Haldemann Homme & Anderson-Ladd Inc.) H2i has been affiliated with Robbins for over 45 years. In the state of Minnesota, H2i is responsible for the sale and installation of all Robbins permanently installed flooring product.</p> <p>All Robbins dealers are independently owned and operated. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers. The Robbins dealer network employs hundreds of craftspeople to quickly meet the needs of Sourcewell members</p>	*
28	Service force.	Each of Robbins 45 dealers in the USA & Canada maintains a staff of sports flooring installation and service professionals. Robbins dealers sell and install sports flooring and also provide annual and necessary maintenance services for their clients.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Robbins maintains a dedicated customer service department. Each Robbins sales territory has a dedicated customer service representative. Robbins operates an ERP system to link dealer quote and order data with manufacturing resources. Individual Sourcewell projects, although material pricing is set, will be quoted as an individual project. In this manner, the materials will be sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard ordering procedure is as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Project solution is implemented. 7. Sourcewell member is invoiced by Robbins dealer. 8. Project follow-up is held. <p>The Sourcewell member is entering into a construction contract with the local Robbins dealer. The local Robbins dealer is installing materials supplied by Robbins Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Robbins dealers maintain an exclusive relationship with Robbins and must earn the relationship by providing excellent service to the market. Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of the United States. There is no location in the United States that is not covered by an Authorized Robbins Dealer.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of Canada. There is no location in Canada that is not covered by an Authorized Robbins Dealer.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcewell participating entity sectors that Robbins will not fully serve through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Robbins has dealers in both Alaska and Hawaii covering each market.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Robbins is a successful bidder and is able to continue its participation in this important cooperative purchasing program, the Robbins Sourcewell program will be promoted using the following tools and promotional channels.</p> <p>Websites Robbins Sports Surfaces Authorized Dealers Facebook and social media Print Literature and Catalogs</p> <p>Tradeshows. Robbins currently uses several Sourcewell provided marketing tools. State School Board and Business Officials Various national athletic and sports shows catering to the K-12 market International tradeshows catering to the global flooring market</p> <p>Robbins eagerly looks forward to inviting Sourcewell representatives to meet with the dealer network at upcoming meetings and events.</p> <p>Robbins participates in national tradeshows focused on the educational construction market. Robbins will promote Sourcewell and the Sourcewell program through our participation in these shows. Robbins will create promotional literature as well as add information to our website promoting Sourcewell. Robbins makes extensive use of marketing materials (flags, floor decals etc.) provided by Sourcewell.</p> <p>Robbins and Robbins authorized dealers also participate in most state level school board and school business official conferences. Sourcewell will be promoted through those venues as well.</p> <p>Robbins Sourcewell Page: https://www.robbsfloor.com/Sourcewell-contract-purchasing/ See attached documents.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Robbins makes extensive use of social media platforms such as Facebook, Twitter, Instagram and LinkedIn. These platforms plus an extensive digital customer tracking systems enhance Robbins' marketing effectiveness.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role should be to provide a connection between the Sourcewell member and Sourcewell vendor. Our past relationship with Sourcewell and Sourcewell members indicates that Sourcewell members make extensive use of the Sourcewell website when evaluating contract options. The Sourcewell website, and specifically, Robbins landing page is an excellent resource for the Sourcewell member. Sourcewell is encouraged to maintain its excellent web presence as it is a proven, valuable resource.</p> <p>The Sourcewell contract is integrated into Robbins sales process as a primary tool and method to assist Sourcewell members and potential members in acquiring the sports flooring solution they require at the right price and at the right time. Sourcewell members are very effective at using the Sourcewell contract to expedite the acquisition of product and services from Robbins.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Robbins pricing is comprehensive of both material price and installation price. This turn-key pricing does not lend itself to the use of e-procurement systems. Robbins has serviced many Sourcewell members and e-procurement has never been requested by the Sourcewell member.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training in the maintenance and optimal environmental conditions for flooring are standard as part of the purchase. This training is given by the local installing Authorized Dealer at project completion. Generally, the training is given to the facility's maintenance staff and other interested parties. There is no additional cost for initial instruction in the maintenance of products.	*
41	Describe any technological advances that your proposed products or services offer.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer unique "vibration damping" safety benefits to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facility.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, texture for a running track or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbsfloor.com</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> • FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. • California Department of Public Health 01350 Indoor Air Quality Certification. Robbins Pulastic products have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the requirement of LEED IEQ 4.3. • Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. • ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency. 	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Forest Stewardship Council (FSC) - Chain of Custody Certified Robbins license code FSC® C002923 and certificate # NC-COC-000720 is audited annually by NEPCon Environmental Product Declaration per ISO 14025 & EN 15804</p> <p>California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017 (Emission testing method for CA Specification 01350)</p> <p>-The above recognized by: USGBC LEED Version 4, BD&C / ID&C, The WELL Building Standard / ANSI/GBI 01 / Green Building Assessment Protocol / Green Guide for Healthcare V2.2</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Several Robbins dealers are female owned and operated and maintain MWBE certification and all will effectively work to meet minority requirements when necessary.	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our unique attributes for the benefit of Sourcewell Members includes: Comprehensive Product Solutions, Comprehensive Geographic Coverage & Direct Purchasing from the mill via our local Authorized Dealer.</p> <p>First, Robbins is a mill manufacturer of hardwood flooring and distributor of complimentary components and synthetic flooring. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. When evaluating bids, it is very important to determine which bidders are the actual OEM manufacturer, as is Robbins, and who is a re-seller presenting their company as a manufacturer. With Robbins, the Sourcewell member is purchasing direct from the mill through an authorized dealer.</p> <p>Robbins is separated from its competition on the following basis;</p> <ul style="list-style-type: none"> • Best comprehensive solutions for Sourcewell members. Robbins is unique in the broad offering of flooring systems to meet the needs of any indoor or outdoor athletic facility. --Gym Floors, Running Tracks, Weight Room Floors, Multi-purpose areas, Stage Flooring, Cafetorium Flooring. • Robbins is the exclusive North American distributor of SIKA/Descol Pulastic® seamless urethane athletic flooring systems. Pulastic is the original seamless polyurethane perfect for running tracks and auxiliary gyms. • Geographic coverage and highly developed dealer network. Robbins has the highly developed dealer network desired by our competition. Robbins' dealers comprehensively cover the United States and Canada. Robbins also has dealers in Europe, South America, the Middle East, Asia and other regions of the world. <p>Robbins is well respected within the community of Sourcewell members. There is already documented demand for Robbins products from the Sourcewell community.</p> <p>Robbins is the only Maple Flooring Manufacturers Association flooring mill with an equally strong synthetic program. Only Robbins and our dealers can meet the complete athletic flooring solutions need or any Sourcewell flooring member facility. From the wood gym to the weight room to the running track, Robbins authorized dealers can meet the needs of the Sourcewell community.</p> <p>Robbins has the strongest local dealer network of any manufacturer or distributor in our industry. Robbins does not sell to "fly by night" contractors. Our authorized dealers are carefully chosen and most have worked with Robbins for decades.</p> <p>More NBA teams play and practice on Robbins floors than any other manufacturer. Sourcewell members may benefit from this association.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The warranty supplied by Robbins is unique in the industry because it is considered a "joint" warranty. The warranty is written in two parts to cover both the installation, endorsed by the Authorized Robbins Dealer, materials, endorsed by Robbins. Warranties are issued upon project completion. Depending on product, warranty coverage ranges from 1 year to 25 years.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty limits floor use to the use for which it is intended.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. But, if repair is not covered by warranty, customer will be invoiced.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Robbins dealers comprehensively cover the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The joint warranty issued by Robbins and Robbins dealers covers the items purchased from Robbins and the Robbins materials installed by the dealer. If the Sourcewell member demands "sourced" items a part of the contract, those items would be covered by the OEM warranty.
51	What are your proposed exchange and return programs and policies?	Installed floors may not be exchanged or returned. Robbins imposes a modest re-stocking fee for cancelled orders.
52	Describe any service contract options for the items included in your proposal.	Robbins offers the optional EGIS Floorlife® program. Egis is a long term floor maintenance program for indoor maple and synthetic floor systems that extends the original warranty of the floor up to 40 years. Egis falls outside the Sourcewell contract offering as pricing is contingent on several factors that are not known until the floor is installed. EGIS is a program taken advantage of by many school districts and universities.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Robbins standard payment terms to Authorized Robbins Dealer for Sourcewell projects is net 30. Payment terms are often dictated by purchase contract issued by Sourcewell member or authorized purchasing representative of Sourcewell member. Payment terms are generally negotiated between Authorized Robbins Dealer and Sourcewell member. Robbins successful history as an Sourcewell vendor has indicated no problems with payment terms.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Robbins makes tax exempt municipal lease financing available through Sourcewell partner vendor NCL Government Capital based in Minnesota.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Robbins issues its Authorized Dealer a standardized quotation form that is coded to indicate the project is for a Sourcewell member. The Authorized Robbins Dealer issues a proposal to the Sourcewell member utilizing Robbins Sourcewell vendor identification and in accordance with Robbins's standards for dealer Sourcewell proposals. The Sourcewell member issues a purchase order or contract based on their own established practices.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Robbins does accept major credit cards but does not accept P-card procurement and payment process, nor has there been any demand for this process from Sourcewell members.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Robbins offers a line item discount from MSRP for each product. Pricing is for the turn-key installation of specific products performed by Authorized Robbins Dealers. All pricing is maximum ceiling price for each item with individual project pricing generally offered at lower levels based on local market conditions. Canada pricing offered in US dollars. Please see the attached price list.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount from MSRP ranges from 5-15% depending on the product. Price list is maximum ceiling price as many products are offered at season discount or at additional discount to meet local market conditions. Please note that Robbins pricing is designed for the future sale and shipment of Robbins products and must take into account current raw materials variances due to labor shortages and the crisis in Ukraine.
59	Describe any quantity or volume discounts or rebate programs that you offer.	All wood products may be available at quantity discounts based on project size or product. Many of our wood products are offered at seasonal discount due to seasonal overstock. Size of discount varies in relation to inventories and market conditions.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or related services are provided on a project by project basis by either Robbins Inc. or the Authorized Robbins dealers. Sourced products or services are generally required to ensure the quality installation of the sports floor system. Examples of this service may include concrete correction or moisture mitigation. The necessity of such services is dictated by the conditions of the project. Pricing for these services is offered at a competitive bid price per the request of the Sourcewell member or necessity of the service. Pricing for these services are often subject to the rules established by the general contract for the project or are pre-negotiated with Sourcewell member prior to project start. Ancillary services such as those described above will be negotiated on a per project basis. Robbins Sports Surfaces will facilitate the inclusion of these items in the overall installation contract and work with the Authorized Robbins Dealer to make sure the Sourcewell member is receiving a competitive and equitable price for ancillary services.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All potential costs are included in the pricing submitted with Robbins' response. For example, Robbins is providing turn-key ceiling pricing that includes materials and installation. Project and construction requirements, expected and unexpected, may sometimes dictate the addition of some services or products at a negotiated price with owner. As is standard industry practice, Sourcewell members must dictate a requirement for performance bonds prior to requesting project pricing from Authorized Robbins dealer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB factory, this is standard in the industry and necessary due to potential freight complexity. Every project installation performed for an Sourcewell member is custom depending on the size of the project, product chosen and installation complexities. As a result, freight cost varies from project to project. The Authorized Robbins dealer will facilitate all freight costs for the Sourcewell member. Freight is an additional line item cost included in the contract offering to the Sourcewell member. Robbins issues a per project freight quote to the dealer based on project location and shipping requirements. Robbins maintains freight contracts with specific vendors in order to offer the most competitive freight cost to Sourcewell member.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Robbins is well versed in making shipments to Alaska, Hawaii, Canada and International Markets. Other than additional cost and transit time, such shipments are a standard practice at Robbins.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Robbins Authorized Dealer network is the most geographically comprehensive of any sports flooring manufacturer in the United States and Canada, ensuring the ability of Robbins to effectively meet demand of Sourcewell members.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Robbins plans to continue the time-tested and custom process in place in order to verify compliance with the Sourcewell Contract.</p> <p>1. Pricing Accuracy. Robbins current Sourcewell price list is distributed directly to our dealers via our team of regional sales managers. The price list is also available publicly for reference on the Sourcewell website on Robbins' landing page. Third, the price list is always available to our dealers on the Robbins Community Resource Center. Dealers are also made aware of updates to Robbins Sourcewell program via the Community Resource Center.</p> <p>2. Sales Reporting. All quotations to dealers issued for Sourcewell projects are tagged with a code in our ERP system. When the quotation is converted to an order, the code identifying the sale as a Sourcewell project is maintained. Once the Sourcewell project is shipped, Robbins dealer's must provide the contract value of the Sourcewell purchase made by the member. Robbins then invoices the dealer for the administrative fee based on the contract value.</p> <p>3. Remittance to Sourcewell. At quarter end, all Sourcewell projects are itemized in the standard Sourcewell reporting spreadsheet. Robbins then issues a check to Sourcewell based on the administrative fee for the Sourcewell projects shipped that quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Robbins tracks performance of the Sourcewell using two methods. Annually and Quarterly performance as viewed in the Quarterly Sourcewell Sales Report. Sourcewell Project Quotation and Orders rates as viewed within our ERP system.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of the member acquisition cost of line items identified in the attached pricing addendum excluding freight. All product and services acquired by SOURCEWELL member through use of Robbins SOURCEWELL contract, excluding freight, are subject to fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Robbins Sports Surfaces is the most comprehensive manufacturer and supplier of flooring solutions for indoor athletic, recreational, and performing arts venues. Our flooring solutions are specifically designed to meet the requirements of K-12, University, Parks & Recreational and other institutional entities. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. For the purposes of this bid, our products can be divided into three categories: Hardwood Gym Floor Systems, Synthetic Flooring Systems and systems for Performing Arts. In general, the scope of Robbins offering includes solutions to provide surfaces for the following applications.</p> <ul style="list-style-type: none"> • Indoor hardwood wood gym floors • Indoor synthetic gym floors • Indoor synthetic walk/jog tracks • Indoor field-house flooring • Indoor weight room flooring • Indoor multi-purpose areas • Outdoor multi-purpose areas • Theatrical Flooring for schools • Repair/maintenance Services <p>All flooring projects must be contracted directly between the purchaser and the Authorized Robbins Dealer, except in the case of Robbins All-Star® Portable Basketball Floors which may be purchased directly from Robbins.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Using CSI Masterformat Codes, the sub-categories of solutions may be identified as follows:</p> <p>09 64 29 Wood Strip and Plank Flooring Example: High School Stage Flooring</p> <p>09 64 66 Wood Athletic Flooring Example: K-12 Gymnasium</p> <p>09 65 66 Resilient Athletic Flooring Example: Rubber tile flooring for school weight room.</p> <p>09 67 66 Fluid Applied Athletic Flooring Example: Synthetic surface for auxiliary gym or High School indoor running track.</p> <p>13 28 66 Demountable Athletic Surface Example: Portable Basketball Floor</p> <p>32 18 23.33/.39 Running Track Surfacing/Synthetic Running Track Surfacing Example: Indoor Running Track Surface Material</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins, an OEM manufacturer, proposes to offer the following comprehensive solutions to Sourcewell members for the construction or renovation of indoor athletic and recreational facilities:</p> <ol style="list-style-type: none"> 1. Hardwood Sports Flooring Systems -a variety of popular hardwood systems featuring various grades and dimensions of northern hard maple flooring. -Systems designed to promote the safety of student athletes and other users. 2. Resilient Polyurethane Synthetic Sport Flooring Systems -A variety of seamless polyurethane systems designed for use in indoor athletic facilities. -Systems are designed for use in multi-use gyms, walk-jog tracks and cardio fitness areas. 3. Rubber Sports Flooring -A variety of popular rubber flooring systems designed for use in indoor running tracks, weight rooms and cardio fitness areas.
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins proposes to continue offering the equipment, options and supplies complimentary to a turn-key installation of our sports flooring systems by Authorized Robbins Dealers. These items include; expanded logos and gamelines, custom colors, wall base, thresholds, concrete correction, moisture mitigation, modification required for LEED certified projects and other necessary items.</p> <p>Robbins has a proven track record of being able to supply Sourcewell members with the necessary materials for a turnkey sale and installation of Robbins sports flooring systems. See our price list for a complete list of items offered.</p>
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins Sourcewell pricing is comprehensive of the installation of a Robbins Sports Surfaces flooring system. The line item pricing includes the installation of the sports flooring system including basic graphics, gamelines and the necessary wallbase and thresholds for a complete installation. Additional line-items facilitate the demolition and removal of existing flooring as well as concrete correction and moisture mitigation if necessary. Included in the price list are line items for annual maintenance services. With new floor installation, Sourcewell members receive training in proper care and maintenance.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer "vibration control & protection" to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facilities. Robbins floors are tested to meet and exceed industry performance standards accepted in the USA, Canada, Europe and around the world.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, a custom texture or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbsfloor.com</p>

75	Describe any sustainability design features your product offers.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products and features in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> -FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. -CA 01350 Indoor Air Quality Certification. Robbins hardwood and synthetic systems have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the indoor air quality requirements of LEED and other sustainable construction standards. -Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. -ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency.
76	Describe the installation process and how it is managed from product order to completion.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Sourcewell projects are priced on an individual basis by Authorized Robbins Dealer based on project site requirements. In this manner, the materials and labor may be effectively sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard procedure may be as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Authorized Robbins Dealer orders materials from Robbins and schedules installation resources. 7. Installation schedule and requirements are coordinated with Sourcewell member. 8. Installation is performed by Robbins dealer. Installation involves the inspection of the space and then necessary site preparation which may include concrete correction and moisture mitigation. Installation is performed per Robbins specifications by Authorized dealer. 9. Upon acceptance, Sourcewell member is invoiced by Robbins dealer. 10. Project follow-up is held. <p>Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work project installation may require 2 – 6 week lead time, possibly less or more depending on the time of year.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Robbins Sports Surfaces Pricing 060518--2022 Price Sechedule_February Update.pdf - Thursday March 03, 2022 15:04:34
 - [Financial Strength and Stability](#) - Robbins Bondability Letter & PNC letter 3.8.33.pdf - Wednesday March 09, 2022 14:43:35
 - [Marketing Plan/Samples](#) - Robbins Marketing Resources for Sourcewell.pdf - Thursday March 03, 2022 15:26:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Robbins Electronic Warranty Sample.pdf - Wednesday March 09, 2022 14:46:33
 - [Standard Transaction Document Samples](#) - Sample Quote and Order.pdf - Wednesday March 09, 2022 14:44:57
 - [Upload Additional Document](#) - Robbins Sourcewell Playbook_2022.pdf - Thursday March 03, 2022 15:26:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Ficks, Sales Manager, Robbins Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1

**VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES**

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Renee Govig, Director of Human Resources and Risk Management

DATE: March 9, 2023

SUBJECT: **RESOLUTION – Amending the FY23 Comprehensive Pay Plan to Revise and Add Positions**

Village Staff is recommending the Village Council’s adoption of a Resolution amending the Comprehensive Pay Plan, adopted as part of the Fiscal Year 2023 Budget, to increase the efficiencies of the departments impacted and more closely align and reflect the duties and responsibilities of the FOLLOWING position upgrades:

- Add one (1) Executive Assistant (paygrade 112); Delete one (1) Administrative Coordinator (paygrade 109) in the Police Department.
- Add one (1) Executive Assistant (paygrade 112); Delete one (1) Administrative Coordinator (paygrade 109) in the Community Development Department.
- Add one (1) Administrative Coordinator (paygrade 109); Delete one (1) Fulltime Recreation Assistant (paygrade 104) in the Parks and Recreation Department.

Village staff is recommending the addition of the following positions to meet the growing needs of the Village offerings for summer camp and overall management of the Village by assisting the Village Manager:

- Add nine (9) Seasonal Camp Counselors (paygrade 100) in the Parks and Recreation Department.
- Add one (1) Deputy Village Manager (paygrade 125) in the Village Manager Department.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2023 Budget in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING THE COMPREHENSIVE PAY PLAN ADOPTED AS PART OF THE FISCAL YEAR 2023 BUDGET TO REVISE POSITIONS WITHIN THE POLICE DEPARTMENT, COMMUNITY DEVELOPMENT DEPARTMENT AND PARKS AND RECREATION DEPARTMENT, ADD NINE SEASONAL CAMP COUNSELORS IN THE PARKS AND RECREATION DEPARTMENT AND ADD A DEPUTY VILLAGE MANAGER POSITION IN THE VILLAGE MANAGER'S OFFICE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2022-16 ("Budget Ordinance") on September 22, 2022, the Village Council adopted a Comprehensive Pay Plan as part of the annual budget for Fiscal Year 2022; and

WHEREAS, Section 5 of the Budget Ordinance authorizes the Village Council to revise the Comprehensive Pay Plan by Resolution during the course of the Fiscal Year; and

WHEREAS, at the recommendation of Village Staff, the Village Council wishes to modify various positions within the Police Department, Community Development Department and Parks and Recreation Department, add additional positions in the Parks and Recreation Department, and add a Deputy Village Manager position to the Village Manager's Office, and the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby amends the Comprehensive Pay Plan for Fiscal Year 2023 as follows:

Police Department

Add one (1) Executive Assistant position at Pay Grade 112 and delete one Administrative Coordinator position at Pay Grade 109.

Community Development Department

Add one (1) Executive Assistant position at Pay Grade 112 and delete one Administrative Coordinator position at Pay Grade 109.

Parks and Recreation Department

Add one (1) Executive Assistant position at Pay Grade 112 and delete one Administrative Coordinator position at Pay Grade 109.

Add nine (9) seasonal Camp Counselors at Pay Grade 100.

Village Manager's Office

Add one (1) Deputy Village Manager position at Pay Grade 125.

Section 3. All other provisions of the Comprehensive Pay Plan, to the extent not specifically modified herein, shall remain in full force and effect.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT**

TO: Honorable Mayor and Council
THRU: Charles Huff, Village Manager
FROM: Renee Govig, Director of Human Resources and Risk Management
DATE: March 9, 2023
SUBJECT: **RESOLUTION – Approval and Ratification of Memorandum of Understanding with the Palm Beach County Police Benevolent Association**

The Village and the Palm Beach County Police Benevolent Association, Inc. (PBA) are parties to a Collective Bargaining Agreement (CBA) ratified by the PBA on April 12, 2022 and approved and ratified by the Village on April 14, 2022 through the adoption of Resolution No. 2022-29. The CBA expires on September 30, 2024.

The Village and the PBA have agreed to amend Article 15 (Paid Holidays) to change the day that members of the bargaining unit are paid premium pay (1-1/2 times regular pay) for each hour the employee works on a holiday from the date the Village observes the holiday to the actual date of the holiday.

The MOU becomes effective upon ratification by both the PBA and the Village Council. The MOU has already been ratified by the PBA bargaining unit by a vote of 23 to 0.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving and ratifying a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, Inc. to revise Article 15 of the existing Collective Bargaining Agreement and authorizing the Village Manager to execute the MOU in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AND RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. TO AMEND ARTICLE 15 OF THE COLLECTIVE BARGAINING AGREEMENT PERTAINING TO PAID HOLIDAYS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village and the Palm Beach County Police Benevolent Association, Inc. (PBA) are parties to a Collective Bargaining Agreement (CBA) ratified by the PBA on April 12, 2022 and approved and ratified by the Village on April 14, 2022 through the adoption of Resolution No. 2022-29; and

WHEREAS, the Village and the PBA have agreed to amend Article 15 (Paid Holidays) of the CBA though the execution of a Memorandum of Understanding (MOU), effective upon ratification by both parties; and

WHEREAS, the collective bargaining unit has voted to ratify the MOU by a vote of 23 to 0; and

WHEREAS, the Village Council determines that approval and ratification of the MOU is in the best interests of the Village and its residents.

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 correct and are incorporated herein.

Section 2. The Village Council hereby approves and ratifies a Memorandum of Understanding with the Palm Beach County Police Benevolent Association, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the MOU on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**MEMORANDUM OF UNDERSTANDING TO AMEND 10/1/2021-9/30/2024
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF NORTH
PALM BEACH AND THE PALM BEACH COUNTY POLICE BENEVOLENT
ASSOCIATION, INC.**

This Memorandum of Understanding is entered into between The Village of North Palm Beach (hereinafter referred to as the "Village") and the Palm Beach County Police Benevolent Association, Inc. (hereinafter referred to as the "PBA").

WHEREAS, the Village and the PBA are Parties to a Collective Bargaining Agreement, ratified by the bargaining unit on April 12, 2022, and the Village on April 14, 2022; and

WHEREAS, the PBA requested and the Village agrees to amend the Collective Bargaining Agreement to change the day that employees are paid premium pay for working on a holiday from the day the Village observes the holiday to the actual day of the holiday: and

THEREFORE, the Village and the PBA agree to the amendments to Article 15 (Paid Holidays) as follows, to edit as follows:

ARTICLE 15 PAID HOLIDAYS

1. All employees will receive eight (8) hours of holiday pay for each of the following twelve (12) holidays. In addition to the eight (8) hours of holiday pay, those employees who work on an actual holiday will receive premium pay (1 ½ times regular pay) for each hour the employee works on the actual holiday.

"Actual holiday" means the date the holiday falls on the Gregorian calendar as opposed to the date the Village observes the holiday. Employees will not receive premium pay for working on the date that the Village observes the holiday, if different than the actual holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve
Christmas Day

2. When an employee works on any of the above listed actual holidays, the employee will be paid premium pay (1½ times regular pay) for each hour actually worked in addition to the eight hours of holiday pay. Only the hours actually worked on an actual holiday, if any, count as hours worked in the pay period when calculating eligibility for overtime.

3. If an actual holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall still be paid eight (8) hours of holiday pay at the employee's regular rate of pay.

4. An employee who does not work their full scheduled day before and after an actual holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests, scheduled treatments, or actual illness or injury on the day before and after a holiday are treated as days worked. The Village may ask for a doctor's note or other proof of illness to verify the bargaining unit member's illness or injury.

5. In the event an employee calls out sick for all or any portion of an actual holiday, and the Village then requires another employee to work at the overtime rate, the employee utilizing sick leave on the actual holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used. Employees under in-patient care or who are indisputably sick, including those who provide a doctor's note, shall not be subject to this provision.

[Execution Page to Follow]

The Village and the PBA agree further:

1. That the agreed upon changes to the aforementioned Article shall appear in Article 15 without modifying any other existing subsection or Article;
2. That this Memorandum of Understanding shall be effective the first full pay period following ratification of this MOU by the employees and the Village Council and will apply prospectively and not retroactively.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the ___ day of February, 2023.

FOR THE VILLAGE:

Village Manager

DATE : _____

FOR THE PBA:



President

DATE : 2-27-23



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, January 9, 2023

6:00 pm

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:00 pm.
2. Roll Call:
 - Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Kendra Zellner, Ellen Allen
 - Absent: Camille Carroll
 - Also Present: Marc Holloway, Field Operations Manager; Alex Ahrenholz, Principal Planner; Mark Mullinix, Councilmember
3. Public Comments: None.
4. The Minutes of the November 14, 2022 regular meeting were approved.
5. Large Tree Removal Discussion:
 - a. 106 Dory Road S.:
 - i. Marc Holloway stated that the swale has been cleared and rebuilt allowing the Seacoast Utility Authority (SUA) system to operate effectively.
 - ii. SUA recommended removal of the tree due to the large size, inadequate setback, lack of root barrier and proximity to their infrastructure.
 - iii. Comment by Dr. Jerry Crayton, 106 Dory Road S. - Dr. Crayton stated that his grandson, Rick Crayton, conducted a plumbing survey indicating there has been no root damage to the SUA infrastructure adjacent to the tree. He requested allowing the tree to remain in its current location until the roots grow closer to the infrastructure. In order to keep his tree, the resident agreed to monitor root growth every year with plumbing surveys and notify staff of his findings.
 - iv. Committee recommends allowing the tree to remain until it threatens the SUA infrastructure below.
 - v. Marc Holloway will present the Committee recommendation to the Director of Public Works Chad Girard.

6. March 6 Meeting Presentation by PBC Director of Resilience Megan Houston:
 - a. Committee would like to know what Palm Beach County's current priorities are.
7. January 14 Speaker Series Event – Friend of MacArthur Beach State Park Director Veronica Frehm:
 - a. Chair Marcus will ask Executive Assistant Joy Groover to post on Country Club social media accounts.
8. Tree Survey:
 - a. Committee requested tree canopy percentage screen shots with and without MacArthur Beach State Park included for discussion at the February meeting.
9. Tree Giveaway:
 - a. Committee commented that the April Heritage Day Festival would be a good time for a tree giveaway and perhaps have a booth.
 - b. Mary Phillips will invite Mark Cassini from Community Greening to speak at the February or March meeting regarding appropriate trees to consider for the April giveaway.
10. Draft Code Language for Single Family Residential Tree Removal Permit:
 - a. Alex Ahrenholz reviewed several local municipalities' single family residential tree removal permits.
 - b. Committee members will review the permits and send recommendations to Alex for discussion at the next meeting.
 - c. Committee requested additional code language suggestions from Alex regarding properties undergoing major renovations or new construction requiring landscaping renovations.
11. Prosperity Village Tree Disposition Plan Minor PUD Amendment:
 - a. Alex Ahrenholz reviewed the submitted PUD amendment.
 - b. The developer's Arborist said the Oak trees have a disease and therefore, should be removed.
 - c. Developer requested permission to install three (3) new Oak trees.
 - d. Committee will recommend to Council that the size of the new Oak tree trunks combined be equal to the size of the trunks from the trees that were removed. (i.e. if you remove a tree with a 30" diameter trunk, it should be replaced with trees with trunk sizes that add up to 30" so, three (3) trees with 10" diameter tree trunks)
12. Country Club Honey Jars:
 - a. Chair Marcus mentioned that the honey jars can be reused. Head Golf Professional Allan Bowman will inquire as to whether that would be allowed.
13. Next meetings: the next meeting will be on February 6, 2023 at 6:00 pm at Anchorage Park.

14. Adjournment: the meeting adjourned at 7:26 pm.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
January 10, 2023 at 7:00 pm
Anchorage Park**

1) Call to Order: Chair Bell

2) Roll Call:

Bob Bell, Chair
Stephen Heiman
Mia St John
Rita Budnyk
Maria Cassidy

Don Grill, Vice Chair
Paul Beach
Village Council Representative:
Zakariya Sherman, Director of Leisure Services

**All Present except Stephen Heiman, who let staff know on January 8 he'd be absent.
No Council Member present.**

2) Approval of Minutes:

Motion made by Mia St John. Second by Maria Cassidy. All were in favor.

3) Public Comments:

No comments.

4) Director's Report

Lakeside Park:

- Beach finds
 - Stephen found two Christmas trees last week on the beach!
- Golf Cart
 - Estimated delivery is sometime in January now.
- Rangers
 - We have two rangers working weekends/holidays.
 - Adolfo Ochoa works Saturday from 7am-3pm and Sunday 8:30am-5:30pm
 - Alberto Rios works Saturday from 10am-6pm and Sunday 10am-6pm
 - Rangers started giving out tickets over new year's weekend; they issued three tickets so far.
 - Ticket procedures are as follows:
 - Violators must go to PD to pay ticket

- To dispute a ticket, violator must go to Community Development and ask to be placed on the agenda for special magistrate
- Ranger will need to attend those meetings if anyone disputes a ticket
- Tickets, for now, will be issued for parking violations at Lakeside Park and marina violations at Anchorage

Anchorage Park:

New Playground

- Work is still being done.
- We had to wait on concrete for a while.
- We still think we can get the ribbon cutting done and have it open by Hot Cars & Chili, which is on January 28.

Dry Storage

- Working with FPL on plan to underground overhead lines.
- Working with Engenuity on plan to replace fence and put in landscaping.

Plumbing

- There's a leak in the fountain at small dog park (coming from underneath fountain).
- Plumbers have to dig out concrete.
- Scheduled for January 16.

Mulch

- Working with precision to get mulch around the park, especially along the perimeter of the building.

Trail Lighting

- Working with Engenuity to do photometrics for trail lighting around park

Marina:

Boat Ramp

- Engenuity/Gerwig are working on revision to civil engineering & surveying services estimate.

South slips

- Cameras/poles to be installed shortly.

Community Center:

- Playground
 - Ordered Neutron Carousel for playground along with 1 wear mat.
- Dodgeball Dates
 - Friday, January 13 & 20 from 6-8pm
- Youth Soccer and minis soccer
 - Starts Monday, January 9
 - Enrollments to date: 87 total (49 6-8yr olds; 25 9-11yr olds; 13 12-14yr olds).
 - Emails went out to registrants last week.
 - Soccer shots will do skills and drills clinic first week of soccer (M, W, F).
 - They will also give tips to coaches.
 - At the end of the Wednesday clinic, coaches will draft their players (for 9-11s and 12-14s).
 - From Kennedy Johnson with Soccer Shots:
 - We are excited about offering the skills and drills clinic to the NPB kids!

- We propose 3 days - January 9th, 11th, 13th. We can do 5:30 - 6:30 with the 6-8s and 6:30 - 7:30 with 9-11s.
 - We will have 4 coaches and charge \$500 per day.
 - We can also buddy up parents with the coaches and show them what skill drills are effective for each age group etc.
 - I'm happy to help you promote the soccer season if I can as well.
 - Soccer shots normally has between 40-100 kids in their program at Osborne every Saturday/Sunday.
 - If we can develop a partnership with them, the hope would be to pull those kids into our program next year.
 - Minis soccer:
 - We extended registration a bit.
 - 12 kids signed up for Wednesdays; but only three for Mondays.
 - We might combine all kids into Wednesday.
- Fence replacement
 - Working on third quote for remainder of Community Center field fence replacement. Getting higher gauge this time.
- Plumbing
 - Plumbers fixed leaking spigot on side of building; had to chip wall to totally replace.
 - They also ordered a new outdoor bottle filler fountain to replace the rusted unit closest to main front door of building.
- TCS
 - Using field for girls middle school soccer.
 - Using gym for middle school boys/girls basketball.
- St. Clare
 - Using gym for boys basketball

Osborne Park:

Plumbing

- Plumbers removed old water fountain at side of racquetball court.

Community Garden

- Staff purchased some garden supplies from Home Depot for members to use.
 - All garden related supplies are being stored in the Osborne Park concession stand garage.
- Rec Staff will be helping Garden Board expand garden.
 - Stephen working on fence quote and for someone to add more beds
 - Zak working on getting revised tiki hut quotes

Garden Board

- From the treasurer:
 - The Articles of Incorporation for NORTH PALM BEACH COMMUNITY GARDEN, INC. were filed electronically on November 16, 2022, effective January 01, 2023.
 - Last week, we received our Employer Identification Number from the IRS.
 - Now to do the third step and fill out IRS form 1023-EZ for our non-profit status.
 - Then open up our own bank account with TD Bank.
- December Update:
 - MEET US IN THE GARDEN

- Tuesday, December 13th @ 6:00pm
 - Bring a Chair & a Beverage
 - Come mingle and meet other community gardeners to hear what they have been up to!
 - This informal NPB Community Garden meeting serves as an opportunity to meet one another, work together, discuss concerns and share ideas for the garden.
- Gardeners, mark your calendars and invite your friends for Sunday, December 18th @ 5:00pm.
 - Our Vice-President and professional yoga instructor, Mika, will be hosting an evening of "Yoga at the Garden."
 - This will be a relaxing evening adjacent to our garden, a perfect way to wind-down during this busy season. RSVP here!
 - Bring your own wine to enjoy during sunset, after the 30-minute session.
- GARDEN NEWS
 - The garden is looking great!
 - The rain we've received over the past month has certainly helped.
 - That rain has also fed the weeds! Remember to keep the area around your bed (along the perimeter and the fence) free of weeds.
 - This will help the spread to other plots.
 - If you haven't yet, please be sure to have your plot fully planted.
 - If you need to surrender your plot, let us know.
 - Are you interested in working with other gardeners on the community bed?
 - We are still forming the guidelines for our community plots, so it's a great time to get involved!
- January Update
 - MEET US IN THE GARDEN
 - Tuesday, January 10th @ 5:30pm* (*Note earlier time)
 - Bring a Chair & a Beverage
 - Come mingle and meet other community gardeners to hear what they have been up to!
 - This informal NPB Community Garden meeting serves as an opportunity to meet one another, work together, discuss concerns and share ideas for the garden.
 - UPCOMING EVENT
 - Mark your calendars for Saturday, February 25th!
 - The Village of NPB Recreation Department will be working with the Community Garden to host a Movie in the Garden.
 - Movie to be decided, but will start around 6:15pm. Spread the news to your neighbors!
 - This will be a fun event.
 - GARDEN NEWS
 - Last month Mika led a very relaxing yoga session in the garden.
 - It was an intimate group and we're thankful for the opportunity to engage with nature in such a unique way.
 - Thank you, Mika!
 - With the Village's assistance, we've been able to purchase tools for use in the garden.
 - We'll have more information on how to access the tools soon. (We're still working on a secured shed.)
 - The garden continues to grow and it's lovely to visit.

- Some gardeners are already finding hornworms on their tomato plants.
- They are very camouflaged, so be sure to check closely for them if you have tomatoes in your garden.
- If you haven't yet, please be sure to have your plot fully planted. If you need to surrender your plot, let us know.
- Are you interested in working with other gardeners on the community bed?
- We are still forming the guidelines for our community plots, so it's a great time to get involved!

Baseball field

- Haverland completed repairs to the field.

Veterans Park:

Working on quotes to refurbish the park.

- We're looking into turf for the three grassy strips adjacent the library, repairing the trellises, new trash bins, landscaping, and some brick work

Staffing:

Open positions

- 1 open Recreation Assistant position at Anchorage.
- 3 open Library Clerk positions at the Library.
- 2 camp counselors for spring break camp.

Special Events:

- **Bus Trips:**

- See attached flyer.

- **Special events**

- Friends of the Library Bake Sale & Boutique
 - Made \$1,093.16 on December 3 alone.
 - Final total for Bake/Boutique sale was **\$1,733.66!!**
- Trolley Rides
 - December 16 at 6:30pm
 - Had four (4) trolleys again to keep the line wait to a minimum.
 - Children visited Santa in the Library's Obert room.
 - The Friends of the Library and Rec staff served popcorn and other snacks/drinks in Veterans Park.
 - Comment from attendee:
 - First & foremost what an awesome festivity you & your beautiful team presented on Friday!
 - My granddaughter & I had an absolute blast & we plan to do every year with you! you make South Florida a lovely place to be.
 - Every single team member you had there, is a reflection of your leadership & I just thought you should know how fantastic you are doing!
 - We were the first to visit Santa & the sweet gentleman & gal who took our photo offered to email it to me as I am creating a story book for my granddaughter for when she gets older to reflect on.
 - May I please ask you to reach out to them & have them send it when they get time?
 - Again, mahalo for the most memorable Christmas enchantment & Mele Kakimaka to all!

- Christmas love, amy.
 - Santa's Texts:
 - Bill and Julie helped Santa complete his texts!
 - Sent 40 in total.
 - Santa's Engine Rides
 - Fire Department helped Santa get around the Village!
- **Upcoming Events:**
 - Hot Cars and Chili cookoff
 - January 28, 2023
 - Drafthouse to do non-chili food

Library:

- Facilities
 - Library new shelving:
 - New shelving has been assembled.
 - Old shelves were disassembled and taken away.
 - New carpet purchase goes to Council in January.
 - Steel wall shelving may not arrive until February.
 - We also want to paint the upstairs interior walls.
 - Still waiting on new café style tables to arrive as well as the 2 self-checkout pods.
- Programming:
 - Craft programs still going strong with 20-30 adults each time.
 - About to start Crazy 8s math club for elementary students.
 - Club will be Wednesday afternoons with K-2 at 2:30pm and grade 3-5 at 3:30pm.
- Library Advisory Board meeting was canceled last month for holidays.
- Annual Booksale

5) New Business:

- John D. MacArthur State Park Annual NatureScaping event invitation March 4

Discussed outreach event at MacArthur Park on March 4. Rec and Library plan to attend. Looking for volunteers to help.

6) Old Business:

- None

7) Member Comments:

Maria discussed sand volleyball at Anchorage. Wanted to make sure any groups using courts had permits to do so. Maria also discussed golf cart parade. Said it went well. Then chatted about boat parade and how many golf carts showed up. Zak clarified golf carts are not allowed driving through the parks. Bob noted he hasn't seen as many carts driving through Lakeside anymore.

8) Staff Comments:

None.

9) Adjournment:

Motion to adjourn at 7:35PM. Motion made by Don. Seconded by Maria.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Library Obert Room

Tuesday, January 17, 2023

5:30 pm

1. Call to Order: Russ Ruskay called the meeting to begin at 5:35 pm.
2. Roll Call:
 - Present: Marshall Gillespie, Veronica Frehm, Ron Lantz, Nathan Kennedy
 - Absent: Adam Jones, Nina Balgar, David Talley,
 - Also Present: Russ Ruskay, Director of Special Projects
 - Also Present: Dr. Aubrey, Village Council
3. Approval of Minutes: Motion to approve by Ron Lantz. Second by Veronica Frehm
4. Public Comments: None.
5. New Business:
 - A long discussion took place regarding the Networking Events. Russ provided the board with attendance figures from the last three events. Low attendance is a concern for staff. The board members discussed several ways to possibly increase the attendance. The consensus of the board was to continue the quarterly net working events with the understanding that attendance figures may continue to be low. Ron Lantz summarized the discussion by suggesting there is a need to manage expectations on the events.
 - The board discussed doing a SWOT Exercise. When the board began meeting again last year, there was a need to determine what the board wanted to accomplish. There was a discussion on doing a SWOT Exercise. Staff provided the board a draft of a typical SWOT Exercise for discussion. Upon reviewing this document, the consensus of the board is to undertake a SWOT exercise at the

next meeting. Staff will send out the SWOT Exercise to the board members for review in order to efficiently address the exercise at the next meeting.

6. Old Business:

- Russ informed the board that the new NPB-BIZ web page was now active. This new one-stop web page will enable businesses to find everything on one page. The board felt the most important component is having a dedicated staff person assigned to interact with local businesses. The components of the new web page is as follows.
 - ✓ Business Liaison
 - ✓ Business Directory
 - ✓ Networking Events
 - ✓ Business Tax Receipts
 - ✓ Chamber Connection
 - ✓ Advisory Board

7. Board Member Comments:

- Board members asked to be provided a list showing each member's term limits. Below are the current terms for each board member;
 - ✓ David Talley (5/1/2021 – 4/30/2023)
 - ✓ Ronald Lantz (5/1/2021 – 4/30/2023)
 - ✓ Veronica Frehm (5/1/2021 – 4/30/2023)
 - ✓ Adam Jones (5/1/2021 – 4/30/2022)
 - ✓ Marshall Gillespie (5/1/2021 – 4/30/2024)
 - ✓ Nathan Kennedy (5/1/2021 – 4/30/2024)
 - ✓ Nina Balgar (5/1/2021 – 4/30/2024)

8. Staff Comments:

- Staff discussed the newly proposed governance of appointments and operations for all Village Advisory Boards. Board members felt that the new policies are long overdue and will instill a better path for boards to accomplish their goals. Dr. Aubrey alluded to the fact that the Village Council was not trying to be demanding but instead, wanted more consistency in what boards accomplish and encourage consistent attendance.

9. Adjournment:

- Motion to adjourn by Ron Lantz. Seconded by Marshall Gillespie.

Meeting adjourned at 6:15 pm.

COPY

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
January 24th, 2023

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

ROLL CALL

Present: Julie Morrell, Library Manager
Christine DelGuzzi, Chairperson
Phyllis Wissner, Vice Chairperson
Bonnie Jenkins, Secretary - Absent
Tina Chippas, Member
Carolyn Kost, Member
Brad Avakian, Member
Leslie Metz, Member

APPROVAL OF MINUTES

Carolyn Kost made a motion to accept the Minutes for the November 22nd 2022 meeting. Leslie Metz seconded the motion, which passed with a unanimous vote.

LIBRARIAN'S REPORT

Library Manager Julie Morrell reported the following:

- Facilities:
 - New wooden shelving on wheels has been installed upstairs but there are bare spots where there was no carpet underneath shelving.
 - New carpet will be installed soon, patches in carpet are temporary until then and expected to be second or third week of February
 - Steel wall shelving is expected to be installed sometime in February.
 - Carpet and painting will be scheduled around arrival of shelving.
 - Walls and trim will be white
 - Carpet is different shades of blue and navy
- Children's Programming
 - Four storytimes each week.
 - TCS classes visit on Wednesday-Friday mornings.
 - Children's Arts and Crafts are held weekly on Thursdays at 3:00
 - This last week's theme was vignettes
 - Children's Art Appreciation is held on the third Friday of the month at 3:00.
 - Crazy 8's Math Club is back every Wednesday for ages K-5.
- Teen Programming:
 - Teen volunteers continue to assist the library in daily functions.
- Adult Programming:
 - Knit and Crochet meet every Monday

- Great Courses returned after winter break with “Wonders of the National Parks” on January 17th with 12-13 people and one dog this past Tuesday
- Adult crafts were held December 8th with 23 people
 - Bonnie Jenkins of the LAB donated beads for crafts
 - Program went very well and many people made beautiful jewelry
- Yoga with Mi Sun is back in Veteran’s Park on Friday mornings
- Book Club was held December 1st and 13 book club members discussed the book The Many Daughters of Afong Moy by Jamie Ford
- Senior Appreciation Bingo had 10 seniors attend
- AARP will be doing taxes again starting February 1st on Wednesday and Friday from 9:00-12:30 and stop April 14th. They will be taking appointments this year. No income max on free tax aide help either.
- Friends of the Library:
 - Friends has a SeaWorld Raffle basket drawing February 17th which includes whale toy and 2 single-day adult tickets to and SeaWorld Park.
 - Today was the first day of the book sale but only open to Friends members for the first day
 - Many interested people joined the Friends to get the opportunity to shop early
 - Unsold books are being donated to Junior League and a hospital
- Circulation of items is back to pre-pandemic levels; but E-circulation is up significantly.
 - Biggest e-circulation is through CloudLibrary but Libby will be kept on until Kindle devices accept CloudLibrary app.
 - New e-magazines are available through Libby App for about \$600 a year and will be advertised through newsletter, brochures, and Facebook
- Special Events:
 - Santa’s Trolley Rides on December 16th
 - Library staff assisted with Santa’s trolley rides
 - Staff members Meagan Hurd and Lynda Dones as well as Library Friend and volunteer Joy Loper dressed up and read to children
- Advisory Board Dinner will be March 4th and Library staff will be at Macarthur Park that day running a library booth at their Naturescaping event

OLD BUSINESS

There was none.

NEW BUSINESS

There was none.

QUESTIONS AND ANSWERS

Councilman Darryl Aubrey inquired if many books had to be discarded when switching over to the new shelves. Manager Morrell responded that no books needed to be discarded due to a top row being added to the top of all the shelves and more wall shelving will be added on bare walls upstairs. Wooden shelves for the center of the room were thought to accommodate 5 shelves, but only 4 shelves fit correctly in the end.

Carolyn Kost had a question about the top shelf of the wall shelving being used and wondered if it was ADA compliant. Manager Morrell responded that it was only temporary until the new shelving comes in February.

Tina Chippas wanted to know if there was a sheet of paper that had all of the library's ongoing and special events in one place. Manager Morrell responded that at the moment, they have the Village newsletter as well as individual half-sheet handouts under the bulletin boards. It was decided that a double-sided sheet of paper with activities for adults and children could be created that gave all of the information in one go.

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting. Tina Chippas seconded the motion and the meeting adjourned at 7:22pm.

The next meeting will be Tuesday, February 28th, 2023, at 7:00pm in the Obert Room.

Respectfully submitted by Julie Morrell

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: March 9, 2023

SUBJECT: **RESOLUTION – Village Boards and Committees Re-Appointments**

In accordance with Chapter 2, Article 1 of the Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council. Section 2-1(h)(2) provides that “Members whose terms have expired shall continue to serve until their successors are appointed.”

There are thirty-five (35) board and committee members whose terms are expiring on April 30, 2023. These board and committee members were notified by the Village Clerk’s office and asked to complete and submit an updated Advisory Board Application if they wanted to be considered for re-appointment. The notification advised that if an updated application was not submitted by the deadline provided, re-appointment to the board would not be considered.

The results of the notification were as follows:

- 27 members requested re-appointment and submitted completed applications which are attached for your information. 1 out of the 27 members who requested re-appointment is ineligible.
- 3 members declined re-appointment
- 5 members did not respond

The following incumbent members that are requesting Council consideration for reappointment are as follows:

Business Advisory Board

- Veronica Frehm
- Ronald Lantz
- David Talley

Golf Advisory Board

- Sandra Felis
- Steve Mathison
- Richard Pizzolato
- Landon Wells
- Curtis Witters

Planning Commission

- Cory Cross
- Kathryn Dewitt
- Jonathan Haigh
- Scott Hicks
- Donald Solodar

Environmental Committee

- Ellen Allen
- Mary Phillips
- Shawn Woods

Infrastructure Surtax Committee

- Cathy Graham
- Karen Marcus
- Mary Phillips
- Patricia Sullivan

Recreation Board

- Mia St. John

General Employees Pension Board

- Alan Kral

Library Advisory Board

- Brad Avakian
- Christine DelGuzzi
- Bonnie Jenkins
- Phyllis Wissner

Recommendation:

Village Staff recommends Council consideration of the applications for re-appointment, and adoption of the proposed Resolution.

RESOLUTION 2023-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REAPPOINTING MEMBERS TO THE BUSINESS ADVISORY BOARD, ENVIRONMENTAL COMMITTEE, GENERAL EMPLOYEES PENSION BOARD, GOLF ADVISORY BOARD, INFRASTRUCTURE SURTAX COMMITTEE, LIBRARY ADVISORY BOARD, PLANNING COMMISSION, RECREATION ADVISORY BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to reappoint Village residents to serve on the Village Business Advisory Board, Environmental Committee, Golf Advisory Board, General Employees Pension Board, Infrastructure Surtax Committee, Library Advisory Board, Planning Commission and Recreation Advisory Board.

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

Section 1. The following persons are hereby reappointed to various Village Boards and Committees for the terms commencing May 1, 2023 and expiring as indicated below:

BUSINESS ADVISORY BOARD

Veronica Frehm	April 30, 2026
Ronald Lantz	April 30, 2026
David Talley	April 30, 2026

ENVIRONMENTAL COMMITTEE

Ellen Allen	April 30, 2025
Mary Phillips	April 30, 2025
Shawn Woods	April 30, 2025

GOLF ADVISORY BOARD

Sandra Felis, Women's Golf Association Representative	April 30, 2024
Rich Pizzolato	April 30, 2024
Landon Wells	April 30, 2025
Curtis Witters	April 30, 2025

INFRASTRUCTURE SURTAX COMMITTEE

Cathy Graham	April 30, 2025
Karen Marcus	April 30, 2025
Mary Phillips	April 30, 2025
Patricia Sullivan	April 30, 2025

LIBRARY ADVISORY BOARD

Brad Avakian	April 30, 2025
Christine DelGuzzi	April 30, 2025
Bonnie Jenkins	April 30, 2025
Phyllis Wissner	April 30, 2025

GENERAL EMPLOYEES PENSION BOARD

Alan Kral	April 30, 2025
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PLANNING COMMISSION

Cory Cross	April 30, 2025
Kathryn DeWitt	April 30, 2025
Jonathan Haigh	April 30, 2025
Scott Hicks	April 30, 2025
Donald Solodar	April 30, 2025

RECREATION ADVISORY BOARD

Mia St. John	April 30, 2025
--------------	----------------

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members reappointed above.

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

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

PASSED AND ADOPTED THIS 9TH DAY OF MARCH, 2023

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



THE VILLAGE OF
North Palm Beach

Office of the Village Clerk
501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469
www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Veronica Frehm HOME PHONE 3525140450

ADDRESS 800 Juniper Drive North Palm Beach FL 33408

OCCUPATION Executive Director BUSINESS PHONE 5617767449

BUSINESS ADDRESS 10900 Jack Nicklaus Drive NPB FL 33408

E-MAIL ADDRESS (optional) veronica@macarthurbeach.org

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Friends of MacArthur Beach State Park, Inc. – Executive Director July 2020 – present; 4-H University of Florida – Statewide Camping and Environmental Education Coordinator February 2020 – July 2020; Friends of MacArthur Beach State Park, Inc. – Director of Education April 2014 – January 2020;

Florida Atlantic University/Pine Jog Environmental Education Center – Program Coordinator, August 2010 – April 2014

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 2.5 years, 35+ in area

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I currently serve on the Business Advisory Committee. I would like to continue the work being done and expand the reach and number of initiatives.

Do you currently serve on a Village Board? Yes No If yes, which one? Business Advisory

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input checked="" type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? These past two years, the Business Advisory Board has started some great initiatives for the community. I would like to continue working with the team to broaden the reach and impact.

Signature Veronica Frehm Digitally signed by Veronica Frehm Date: 2023.01.09 16:41:45 -05'00' Date 1/9/2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.



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APPLICATION FOR APPOINTMENT TO BUSINESS ADVISORY BOARD

Applicant Veronica Frehm Business Name Friends of MacArthur Beach State Park

Home Address 800 Juniper Drive Business Address 10900 Jack Nicklaus Drive
North Palm Beach, FL 33408 North Palm Beach FL 33408

NPB Resident 2 years full-time seasonal n/a Occupation Executive Director

Home Phone 3525140450 Email Address veronica@macarthurbeach.org

Business Phone 5617767449 Website www.macarthurbeach.org

Cell Phone 3525140450 I am the business Owner Operator Manager (check all that apply)

Business Type Retail Professional Services Personal Services Commercial Realtor and/or Business Broker Other

Commercial Property Owner (list addresses) _____

Educational Background Master's Degree in Environmental Education - Florida Atlantic University
Bachelor of Arts in English/Film and Media Studies- University of Florida

Occupational Experience Friends of MacArthur Beach State Park April 2014-present; 2014-2020 Director of Education; 2020-present Executive Director
Florida Atlantic University/Pine Jog Environmental Education Center 2010-2014

Professional Memberships North American Association for Environmental Education (NAAEE); Florida Marine Science Educators Association (FMSEA);
Association of Nature Center Administrators (ANCA); Citizen Science Association; Project Learning Tree; and FWC Project WILD

Civic Affiliations Youth Making Ripples Film, Inc. – Board Member; Secretary of Board
Community Greening - Volunteer

Business Development Experience Friends of MacArthur Beach – Executive Director, work with Board Committees including: Governance, Marketing & Public Relations, Events and Cultivation, Finance/Budget/Audit, and Executive
Youth Making Ripples Film, Inc. – Founding Board Officer, collaborated with Directors to establish nonprofit status and create governing documents
Life Light - Led marketing and communications for marine safety product, locally developed/sold internationally

Signature Veronica Frehm Digitally signed by Veronica Frehm Date: 2023.01.09 15:53:23 -05'00' Date 1-9-2023

Additional information (resume, etc.) may be attached at applicant's option. Thank you for your interest in serving our community.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address, home phone, and cell phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Ronald Lantz HOME PHONE 561-906-6321

ADDRESS 720 Ibis Way

OCCUPATION Attorney BUSINESS PHONE 561-906-6321

BUSINESS ADDRESS 636 US Highway One #rf Floor North Palm Beach

E-MAIL ADDRESS (optional) mail@mail@ronaldlantz.com

Resume attached? (optional) Yes No Brief Description of Education/Experience B.S. from Saint Louis University

J.D. Degree from Saint Louis University

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 2002

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Previously served on Business Advisors Board

Do you currently serve on a Village Board? Yes No If yes, which one? Business Advisory

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input checked="" type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? Have served on Board.

Signature [Signature] Date 1/19/23

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APPLICATION FOR APPOINTMENT TO BUSINESS ADVISORY BOARD

Applicant Ronald Lantz Business Name Ronald K. Lantz, Attorney at Law

Home Address 720 Ibis Way Business Address 636 US Highway One 3rd Floor
North Palm Beach North Palm Beach

NPB Resident 20 years full-time seasonal n/a Occupation Attorney

Home Phone 561-906-6321 Email Address mail@ronaldlantz.com

Business Phone 561-881-1140 Website _____

Cell Phone _____ I am the business Owner Operator Manager (check all that apply)

Business Type Retail Professional Services Personal Services Commercial Realtor and/or Business Broker Other

Commercial Property Owner (list addresses) _____


Educational Background B.A. Saint Louis University
J.D. Saint Louis University

Occupational Experience Attorney for 30 plus years

Professional Memberships _____

Civic Affiliations _____

Business Development Experience I originally set on the first Business Advisory Bd.
I have ran my law office for over 25 years.

Signature  Date 1/19/23

Additional information (resume, etc.) may be attached at applicant's option. Thank you for your interest in serving our community.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address, home phone, and cell phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

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Village Clerk

JAN 18 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME DAVID H. TALLEY HOME PHONE 561-315-0097
ADDRESS 854 FATHOM ROAD WEST, NPBC
OCCUPATION Retired BUSINESS PHONE N/A
BUSINESS ADDRESS N/A
E-MAIL ADDRESS (optional) d-atalley@comcast.net
Resume attached? (optional) Yes No Brief Description of Education/Experience B.A. (Psychology)
Business - Rollins College

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 52 yrs

Please list any current or prior experience as a volunteer on a board, committee, association, etc. see attached RESUME

Do you currently serve on a Village Board? Yes No If yes, which one? Audit & Bus. Advisory Bd

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- 1 Audit Committee
- 2 Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? Audit - banking background
BUSINESS - former Chamber of Commerce CEO

Signature David H. Talley Date 1/10/23

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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David H. Talley

A former Chamber of Commerce president and banker, some of Mr. Talley's Community Service/Professional Affiliations include serving on the following Boards.

- Palm Beach State College Board of Trustees (2001–2014)
- Past Chair of the Trustees Commission Florida (representing all 28 Florida community colleges) for the Association of Florida Colleges (AFC) (2009-2010)
- Florida Community College Trustee of the Year (2009)
- Board of Directors of the Florida College System Foundation (2009-2012)
- Florida Chamber of Commerce Board of Directors (1986-1988)
- CareerSource Palm Beach County, Inc.
 - Chairman, Board of Directors, Executive Committee
 - Financial Planning Committee
 - One-Stop Delivery System Committee
 - Youth and Young Adult Outreach Committee
- Association of Community College Trustees
 - Board of Directors (2010-2014)
 - Southern Regional Chair (2010-2012)
 - Finance & Audit Committee as an associate member (2008-2009)
 - Florida State Coordinator
 - Governance & Bylaws Committee
 - Southern Region Nominating Committee (2007-2009)
 - Communications & Education Committee (2011-2012)
- Palm Beach State College Bachelor's Degree Business Partnership Council
- Port of Palm Beach Audit Committee
- President's Community Council of Florida Atlantic University
- Roger Dean Stadium Advisory Board
- School District of Palm Beach County Audit Committee, Chairman
- State Attorney Advisory Board
- Village of North Palm Beach
 - Audit Committee
 - Business Advisory Council
 - Golf Advisory Council - 2018-2021
- Criminal Justice Commission Corrections Committee
- Former President and Chief Executive Officer of the Northern Palm Beach Chamber of Commerce
- Past Chair of the Forum Club of the Palm Beaches (2000-2001)
- Charter School District Advisory Committee for the School District of Palm Beach County (2005-2008)
- Governing Board – Palm Beach Gardens Medical Center (2004-2014)
- Past Chair of the Palm Beach County Convention and Visitor's Bureau (1995-1997)
- Past Chair of the Florida/Puerto Rico Affiliate of the American Heart Association (1990-1992)



THE VILLAGE OF
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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Ellen D Allen HOME PHONE 305-333-0404

ADDRESS 623 Westwind Dr

OCCUPATION Scientist - invasive species BUSINESS PHONE 561-248-4027

BUSINESS ADDRESS SFWMD 3301 Gun Club Rd. WPB

E-MAIL ADDRESS (optional) ellen.donlan@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

I currently supervise invasive species management in natural areas for SFWMD

previously treasurer for FL Exotic Pest Plant Council (now FISC)

BS Botany, Environmental MBA

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 14 years - year round resident

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

2 years on environmental committee

Do you currently serve on a Village Board? Yes No If yes, which one? environmental

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input checked="" type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? _____

Signature Date 1-24-22

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Mary Phillips HOME PHONE 5618818967

ADDRESS 525 Ebbtide Drive NPB 33408

OCCUPATION Healthcare Financial Consultant BUSINESS PHONE 7722144860

BUSINESS ADDRESS same

E-MAIL ADDRESS (optional) MPhilli525@gmail.com

Letter Resume attached? (optional) Yes No Brief Description of Education/Experience _____

I have worked in the Healthcare Analytics industry since 1984, processing, auditing and advising on the collection of financial, statistical, medical and demographic data for not for profit Hospital clients on the vendor side, as a hospital employee and as a consultant

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? since 1991

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

currently serve on the Environmental Committee and the Infrastructure Surtax Oversight Committee

Also serve as Secretary of the Friends of the NPB Library Board

Do you currently serve on a Village Board? Yes No If yes, which one? see above

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input checked="" type="checkbox"/> 1 Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> 2 Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? both boards are important to the day to day operation of NPB I'd like to assist in both collecting and disseminating operational information to fellow residents

Signature *Mary Phillips* Date 1/25/2023

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MARY PHILLIPS

To: Mayor Searcy, Vice Mayor Norris, Council Members Aubrey, Bickel and Mullinix

Re: Appointment to Village Committee 2023

I have very much enjoyed serving on the Environmental Committee and the Infrastructure Surtax Oversight Committee, and would like to continue serving on each committee for another term.

I feel that both committees share a commitment to guiding efficient and responsible growth in our Village. My personal commitment is especially to be a voice for the parks and green spaces. It is important to me to hear the concerns of my fellow residents, take that feedback to the committees, and be able to deliver reliable information back to the community. I strive to make sure that the residents know that the Village is addressing their concerns, and it has been really fun to be a part of sharing the good news of the initiatives that bring the sense of community that makes NPB such a great place to live.

Thank you for the opportunity to serve on these committees, and for the service that you provide to our Village.

Mary Phillips

Jan. 29, 2023



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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Shawn Woods HOME PHONE (561) 569-0812

ADDRESS 124 Yacht Club Drive Apt 3

OCCUPATION Realtor with Keller Williams Realty, Intl. BUSINESS PHONE (561) 569-0812

BUSINESS ADDRESS 6271 PGA Blvd., Suite 200 Palm Beach Gardens, FL 33418

E-MAIL ADDRESS (optional) smkwoods@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience My educational background is in education. I've owned and operated my own business since 1997 and opened the first restaurant in The Presidio of San Francisco, a National Park.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 5 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Inagural member of the Envirnmental Committee and member of the Ad Hoc committee.

Do you currently serve on a Village Board? Yes No If yes, which one? Environmental / Ad Hoc

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I'm out to make a difference for the Village by maintaining our quality of life and helping us grow responsibly & sustainably into the future.

Signature [Handwritten Signature] Date January 27, 2023

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Shawn Marie Woods

124 Yacht Club #3 North Palm Beach, FL 33408 (561) 569-0812 ~ smkwoods@gmail.com

Experience

6/20 – Present

Realtor®

Keller Williams Reserve | Preferred Luxury - Palm Beach Gardens, FL
Full Time concierge Realtor specializing in North Palm Beach and surrounding area.

3/18 – 6/20

Realtor®

Keller Williams Realty Palm Beaches – Palm Beach Gardens, FL
Full Time residential Realtor specializing in North Palm Beach and surrounding area.

3/14 – 1/18

Terminal Supervisor

Golden Gate Bridge Highway & Transportation District, Ferry Division-Larkspur, CA
On call supervisor for Larkspur, San Francisco, and Sausalito ferry terminals.

- Scheduling and crewing boats
- Terminal operations and customer management

5/10 – 9/13

Owner / Manager / Sales

Tahoe Duck Tours - South Lake Tahoe, CA
Seasonal summer business offering scenic tours of Lake Tahoe. Now closed.

- Oversee daily operations & sales
- Marketing & PR

10/12 – 5/13

Administrative Assistant – Snowmaking & Skier Services - Ski & Ride School

Vail Resorts – Heavenly Ski Resort - South Lake Tahoe, CA
Administrative support for fast paced office environment.

11/09 – 4/10

Ticket Administration / Special Tickets

Squaw Valley Ski Corp. - Squaw Valley, CA

- Customer support for all transactions above regular ticket sales

7/06 – 10/09

Owner/Managing Partner

Presidio Social Club - Presidio of San Francisco, CA

Owned and managed a 120 seat, full-service restaurant with a staff of 54.

- Developed, built and managed this restaurant in a National Park

1/01 – 7/06

Freelance Work / Concept Development / Event Planning / Catering

Eureka House, Inc. - Windsor, CA

7/98 – 1/01

Owner / Managing Partner

Mariposa Restaurant - Windsor, CA

Education

2014

BTB Feng Shui School - Black Sect Tantric Buddhism

Certified Feng Shui Consultant

1992

San Francisco State University - San Francisco, CA

B.A. Home Economics, Consumer & Family Sciences - Child Development

Shawn Marie Woods

124 Yacht Club Dr #3 North Palm Beach, FL 33408 (561) 569-0812 ~ smkwoods@gmail.com

Training

Certified Referral Trainer

Michael J. Maher, Author of *The 7 Levels of Communication* – Trained to speak and deliver the 7 L systems presented in Mr. Maher's best-selling book.

Landmark Forum Graduate

Currently being trained and developed as a leader of Landmark

Volunteer Work

Volunteer Member

Environmental Committee - Village of North Palm Beach, North Palm Beach, FL
Advisory committee appointed by the City Council to recommend programs & activities to promote and conserve the village's natural environment by using environmentally safe practices and utilizing native and drought tolerant plant species.

Vice President

Friends of the Library – North Palm Beach Public Library – North Palm Beach, FL
A donation-based advocacy group that fundraises and financially supports additional program offerings for adults and children at the library.

Founder & Organizer

Keep it Clean NPB – North Palm Beach, FL

An environmental conservation organization that advocates keeping our waterways & ocean trash free through monthly clean ups, education and promoting best practices.

Volunteer

Neighborhood Enhancement Team - North Palm Beach, FL

Outreach program that helps improve neighborhoods in North Palm Beach by helping homeowners in distressed situations maintain their properties.

Graduate, Inaugural Class 2012

South Lake Tahoe Citizen's Academy – South Lake Tahoe, CA

Seven session interactive course designed to provide residents with an in-depth look into municipal government, as well as, information about the services and programs of the City of South Lake Tahoe.



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Village Clerk

JAN 18 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME ALAN KRAL HOME PHONE 973 580 6556

ADDRESS 100 LAKESHORE DR APT 257 NORTH PALM BEACH, FL 33408

OCCUPATION RETIRED BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) AKRAL@COMCAST.NET

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

BA ST. MARY'S UNIVERSITY OF MINNESOTA, MBA UNIVERSITY OF MINNESOTA

CERTIFIED FINANCIAL ANALYST, CERTIFIED FINANCIAL PLANNER

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 11 YEARS FULL TIME, 5 YEARS SEASONAL

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

CHAIRMAN MILLBURN TOWNSHIP REPUBLICAN COMMITTEE, MILLBURN PLANNING BOARD,

MILLBURN CITIZENS BUDGET ADVISORY COMMITTEE, PRESIDENT LAKE POINT TOWN BOARD OF GOVERNORS

Do you currently serve on a Village Board? Yes No If yes, which one? GENERAL EMPLOYEES PENSION

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? CAN BRING EXTENSIVE EXPERIENCE (45 years)
IN INVESTMENTS TO THIS BOARD

Signature [Signature] Date 1/17/2023

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Village Clerk

JAN 18 2023

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

Received

NAME SANDRA FELIS ^{oef} HOME PHONE 802-922-0523
ADDRESS 108 Lakeshore Dr. Apt 238, NORTH PALM BEACH, FL 33408
OCCUPATION Retired RN executive BUSINESS PHONE NA
BUSINESS ADDRESS NA
E-MAIL ADDRESS (optional) Sandra.felis@aol.com
Resume attached? (optional) Yes No Brief Description of Education/Experience Please see attached resume!

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9
How long have you lived in North Palm Beach? 4 years
Please list any current or prior experience as a volunteer on a board, committee, association, etc. Please see list in attached resume! pages 2&4

Do you currently serve on a Village Board? Yes No If yes, which one? Golf Advisory Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input checked="" type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I am an avid golfer and love North Palm Beach & NPBC. I joined the GAB 2 years ago & enjoy dedicating time to continue to support & improve such a wonderful community asset.
Signature Sandra Felis Date Jan 18, 2023

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SANDRA L. FELIS

108 Lakeshore Dr Apt 238, North Palm Beach, FL 33408 • (802) 922-0523 sandrafelis@aol.com

PROFESSIONAL EXPERIENCE

UNIVERSITY OF VERMONT MEDICAL CENTER (UVMHC)/FLETCHER ALLEN HEALTH CARE, Burlington, Vermont 2007- 2015

Senior Vice President, Chief Operating Officer and Chief Nursing Officer

Managed day to day hospital operations, including nursing, ancillary departments, perioperative departments, renal dialysis, facilities, and food services including over 4000 employees and annual gross revenue of \$1billion. As Chief Nursing Officer, was responsible for nursing practice across UVMHC including the ambulatory clinics.

Key projects/executive sponsorship included:

Joint leadership of patient safety/quality (UVMHC achieved top 20 status in the University Health Consortium 4 years in a row)

Executive leadership in conjunction with the President of the Medical Practice - for the implementation of EPIC (electronic health record) across UVMHC - inpatient units, ancillary services and ambulatory clinics

Guided the planning process for a new 7 story, 180,000 square foot medical surgical inpatient building (currently under construction)

Provided direction and oversight for RN union activities and negotiations,

Reduced outside RN agency usage and decreased RN turnover

Directed the redesign of nursing shared governance and of the Nurse Manager role.

COMPUTER SCIENCES CORPORATION, Atlanta, Georgia

1994 - 2007

Principal

As an executive consultant and a seasoned industry expert for CSC's Global Health Solutions (and formerly APM Incorporated) managed large performance improvement projects, specializing in operational reengineering with a focus on business and clinical process redesign within individual hospitals including patient care, ancillary services, clinical effectiveness, and supply chain. Also had experience in conducting clinical information system assessments, planning and implementation and was a leader in the Clinical Transformation practice.

Examples of engagements included:

- A clinical information systems implementation for a major AMC, including clinical provider order entry. Areas of focus include process redesign, communications, ROI, organizational readiness, training, activation planning, and mentoring client partner.
- A patient safety assessment for a large AMC children's hospital to identify areas of risk for the medical errors occurring in the areas of Medication Management, Emergency Department and the General Medical/Surgical Units.
- A patient safety assessment for a large southeastern AMC to identify areas of risk for the occurrence of medical errors in the areas of L&D, Operating Room, Emergency Department, Intensive Care and Medication Management.
- A system wide performance improvement rapid action initiative in a large AMC with significant financial needs to identify \$30 million in annual savings as a result of benchmarking, staffing to demand analyses in several clinical departments, and reduction in the length of stay.
- A supply chain project for a large AMC health care system in Massachusetts, which resulted in identification of a 5% reduction (\$6M annual savings) in the controllable supply chain expense base.

ST. JOSEPH'S HOSPITAL OF ATLANTA, Atlanta, Georgia

1992 - 1994

Vice President, and Chief Nursing Officer

In a chief operating officer role, administered the activities for the management and integration of the nursing, professional ancillary and service departments for this 346 bed, Catholic, not-for-profit tertiary care hospital with accountability for an expense budget of \$125 million, including 1800 employees.

- Supported nursing shared governance by working collaboratively with the Chair of the Nursing Staff and Nursing Executive Council to provide visionary leadership for the Nursing Division.
- Initiated a review of the work redesign units to evaluate cost effectiveness and quality improvement in anticipation of house-wide expansion.
- In conjunction with finance, restructured the operating budget process to increase the accountability of the department director and assist them to plan in a more cost-effective manner.

MILLS-PENINSULA HOSPITALS, Burlingame and San Mateo, California

1984 - 1992

Vice President

Directed, planned, and administered the activities for Patient Services for two unionized, community, not-for-profit hospitals licensed for a total of 785 beds. Clinical areas of responsibility included medical-surgical, rehabilitation, oncology, critical care, perinatal, surgery services, emergency services, renal services, skilled nursing facilities, home health agency, respiratory care services, and radiation therapy. Reported to Chief Executive Officer.

- Designed a system for implementation of nurse extenders under the Partners-in-Practice model, reducing expenses and improving patient satisfaction.
- Merged the Nursing Departments of two acute-care hospitals into one combined Nursing Division.
- Directed the development of a community-based oncology program including a Community Clinical Oncology Program designation.
- Successfully transitioned the two perinatal facilities and programs into one merged service.
- Standardized peri-operative pricing across two separate facilities

SAINT FRANCIS MEMORIAL HOSPITAL, San Francisco, California

1981 - 1984

Associate Administrator, Patient Care Services

Directed, planned and administered the activities for the Division of Patient Care Services in an acute-care, unionized hospital, licensed for 362 beds with an expense budget of \$16 million including 500 employees. Responsibilities included medical-surgical, rehabilitation, oncology, critical care, psychiatry and emergency services. Reported to the Chief Executive Officer.

STAFF NURSE, TEACHING AND MANAGEMENT POSITIONS, Denver, Colorado 1971- 1981

COMMUNITY BOARD ACTIVITIES

2005-2006 Member Patient Safety/Quality Committee, CHI Memorial Hospital Board, Chattanooga, TN

2006-2007 Member, Finance Committee, CHI Memorial Hospital Board, Chattanooga, TN

2009 - 2015 - Board of Directors, Mercy Connections, Burlington, VT

2012 - 2015 - Chair, Finance Committee

2011 - 2015 - Board of Directors, Center for Donation and Transplant, Albany NY

2021 - Current - Village of North Palm Beach Golf Advisory Board, North Palm Beach, FL

PUBLICATIONS

“Patient Safety and the Technology Imperative”, International Review of Patient Care, September 2003, co-authored with Kevin Fickenscher, MD

“Going Online to Prevent Medical Errors”, CSC World - Putting Innovation to Work, January-March 2006

AFFILIATIONS

American College of Health Care Executives

PROFESSIONAL ACTIVITIES

2010 – 2015 - Adjunct Associate Professor, University of Vermont, College of Nursing and Health Sciences

2007 - 2015 - Member, Vermont Organization Nursing Leaders

2009 - 2015 - Member, Sigma Theta Tau

1997- 1999 Board of Directors, Georgia Organization of Nurse Executives

1994-1998 Program Committee Chair, Georgia Organization of Nurse Executives

1989-1992 Member - Community Advisory Board
San Francisco State University Department of Nursing

1989-1992 Chairperson - Nursing Consortium for Research in Practice

1985-1992 Board Member - Nursing Consortium for Research in Practice
Stanford University

1988-1990 Member - Nominating Committee
Organization of Nursing Executives, California

1989-1992 Member - Membership and Marketing Committee
Organization of Nursing Executives, California

1987-1988 Member - Nursing Shortage Task Force
Hospital Council of Northern California

1987 Member - Medical Staff/Hospital Relationships Task Force
California Association of Hospitals and Health Systems

1986-1987 Secretary - West Bay Council of Nursing Service Administrators

1982-1983 Chairperson - Nursing Administrators - Affiliated Hospitals of San Francisco

AWARDS, HONORS & SPECIAL RECOGNITION

1990 Johnson & Johnson - Wharton Fellow
Wharton Business School University of Pennsylvania - Johnson & Johnson
Wharton Fellows Program in Management

1988-1996 Who's Who in American Nursing

1984-1992 Who's Who in the West

EDUCATION

University of Colorado Health Sciences Center, Denver, Colorado
1979 - Masters of Science in Nursing Administration

Ball State University, Muncie, Indiana
1971 - Bachelor of Science Major: Professional Nursing

LOCAL SOCIAL ACTIVITIES/MEMBERSHIPS

Palm Beach Sailing Club – 2022 - current
North Palm Beach Country Club – 2019 – current
Dorset Field Club – 2012 - current
St Andrews Bay Yacht Club - 2015-2019
Bay Point Golf Club - 2016 - 2019
BPGC Ladies Golf Association, Treasurer – 2018 - 2019
Bay Point Yacht Club - 2017 – 2019
Windswept Golf Club 2015 - 2017
Vermont National Golf Club – 2008 - 2015



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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME STEPHEN MATHISON HOME PHONE 561-762-7830
 ADDRESS 1128 COUNTRY CLUB DR NPB 33408
 OCCUPATION ATTORNEY BUSINESS PHONE 561-624-2001
 BUSINESS ADDRESS 5606 PGA Blvd PBC 33418
 E-MAIL ADDRESS (optional) SMATHISON@MATHISONWHITTLE.COM
 Resume attached? (optional) Yes No Brief Description of Education/Experience
SERVING board chairman : golf Advisory Board

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9
 How long have you lived in North Palm Beach? lifetime

Please list any current or prior experience as a volunteer on a board, committee, association, etc.
SERVING board chairman : golf Advisory board
many other business, educational, medical center boards

Do you currently serve on a Village Board? Yes No If yes, which one? golf Advisory

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input checked="" type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board?
CONTINUE EXCELLENT CONDITION AND REPUTATION OF CLUB AND PROMOTE FAMILY USAGE OF CLUB.

Signature [Signature] Date 1/15/23

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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Village Clerk

JAN 20 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Richard Pizzolato HOME PHONE 727-804-7424

ADDRESS 1618 Twelve Oaks Way Unit 305

OCCUPATION Retired BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) richp7424@gmail

Resume attached? (optional) Yes No Brief Description of Education/Experience BA - Administration; CEO golf GPS company; EVP healthcare technology company; marketing data analyst

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 10 yrs.

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Vice Chair Golf Advisory Board for past 8 years

Do you currently serve on a Village Board? Yes No If yes, which one? Golf Advisory Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- 1 Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? To continue to give back to my community

Signature Date 1/16/2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Landon Wells HOME PHONE (404) 597-8020

ADDRESS 1120 Country Club Circle North Palm Beach, FL 33408

OCCUPATION Sales BUSINESS PHONE _____

BUSINESS ADDRESS Proximo Spirits 3 Second Street Suite 1101 Jersey City, NJ 07302

E-MAIL ADDRESS (optional) lwells@proximospirits.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

BBA , Business Administration & Management, University of Mississippi, 1997

25yrs in Beverage Alcohol industry

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 7+yrs

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

4yrs of service on Golf Advisory Board (May 2019 - current)

Do you currently serve on a Village Board? Yes No If yes, which one? Golf Advisory Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- 1 Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? Continue improving the club, especially accessibility for new residents moving to the Village.

Signature [Signature] Date 1/9/23

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME CURTIS L. WITTERS HOME PHONE 561.762.6107

ADDRESS 755 DORY ROAD NORTH, NORTH PALM BEACH, FL 33408

OCCUPATION LAWYER BUSINESS PHONE 561.478.1111

BUSINESS ADDRESS 1601 FORUM PLACE, SUITE 1101, WEST PALM BEACH, FL 33401

E-MAIL ADDRESS (optional) CWITTERS@GWMLAWYERS.COM

Resume attached? (optional) Yes No Brief Description of Education/Experience I AM A LAWYER PRACTICING IN PALM BEACH COUNTY SINCE 1974. I HAVE LIVED IN NORTH PALM BEACH SINCE 1990.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? SINCE 1990

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I SERVE ON THE GOLF ADVISORY BOARD PRESENTLY. PREVIOUSLY, I WAS ON THE ZONING BOARD OF ADJUSTMENT

Do you currently serve on a Village Board? Yes No If yes, which one? GOLF ADVISORY

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- 1 Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I HAVE ENJOYED SERVING ON THE GAB, AND WOULD LIKE TO CONTINUE.

Signature Date JAN. 17, 2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Catherine (Cathy) Graham HOME PHONE 561-818-7593

ADDRESS 508 Fairwind Drive, North Palm Beach, FL 33408

OCCUPATION Paralegal BUSINESS PHONE 561-655-4060

BUSINESS ADDRESS Murphy Reid, LLP, 11300 U.S. Highway One, NPB 33408

E-MAIL ADDRESS (optional) cag2820@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience Paralegal for 50 years.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 26 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. President of the Friends of the North Palm Beach Library, Pantry Manager for St. Ignatius, Co-Director for St. Ignatius Vacation Bible Camp, Support Our Troops

Do you currently serve on a Village Board? Yes No If yes, which one? Sur tax Committee

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I have been serving on this Committee since its inception and would like to continue to serve on it.

Signature Catherine Graham Date January 17, 2023

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emailed Jessica 1/17/23



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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Karen Marcus HOME PHONE 561-308-4001

ADDRESS 920 Evergreen Dr NPB Fla

OCCUPATION consultant BUSINESS PHONE 561-308-4001

BUSINESS ADDRESS 920 Evergreen Dr. NPB

E-MAIL ADDRESS (optional) karenmarcus@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience served as a county commissioner for 28 years board member of Loggerhead Maltz MacArthur Park

Are you a registered voter? Yes No Do you live here year-round or seasonally?

How long have you lived in North Palm Beach? since 1957

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Maltz Loggerhead, MacArthur Park, Sustainable PBC

Do you currently serve on a Village Board? Yes No If yes, which one? Environmental Surtax

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
Business Advisory Board
Environmental Committee
Golf Advisory Board
Infrastructure Surtax Oversight Committee
Library Advisory Board
General Employees Pension Board *
Police and Fire Pension Board *
Planning Commission *
Recreation Advisory Board
Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? Both Boards are areas of interest + experience

Signature Date 1/23/23

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Mary Phillips HOME PHONE 5618818967

ADDRESS 525 Ebbtide Drive NPB 33408

OCCUPATION Healthcare Financial Consultant BUSINESS PHONE 7722144860

BUSINESS ADDRESS same

E-MAIL ADDRESS (optional) MPhilli525@gmail.com

Letter Resume attached? (optional) Yes No Brief Description of Education/Experience _____

I have worked in the Healthcare Analytics industry since 1984, processing, auditing and advising on the collection of financial, statistical, medical and demographic data for not for profit Hospital clients on the vendor side, as a hospital employee and as a consultant

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? since 1991

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

currently serve on the Environmental Committee and the Infrastructure Surtax Oversight Committee

Also serve as Secretary of the Friends of the NPB Library Board

Do you currently serve on a Village Board? Yes No If yes, which one? see above

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input checked="" type="checkbox"/> 1 Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> 2 Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? both boards are important to the day to day operation of NPB I'd like to assist in both collecting and disseminating operational information to fellow residents

Signature *Mary Phillips* Date 1/25/2023

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MARY PHILLIPS

To: Mayor Searcy, Vice Mayor Norris, Council Members Aubrey, Bickel and Mullinix

Re: Appointment to Village Committee 2023

I have very much enjoyed serving on the Environmental Committee and the Infrastructure Surtax Oversight Committee, and would like to continue serving on each committee for another term.

I feel that both committees share a commitment to guiding efficient and responsible growth in our Village. My personal commitment is especially to be a voice for the parks and green spaces. It is important to me to hear the concerns of my fellow residents, take that feedback to the committees, and be able to deliver reliable information back to the community. I strive to make sure that the residents know that the Village is addressing their concerns, and it has been really fun to be a part of sharing the good news of the initiatives that bring the sense of community that makes NPB such a great place to live.

Thank you for the opportunity to serve on these committees, and for the service that you provide to our Village.

Mary Phillips

Jan. 29, 2023



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Village Clerk

JAN 19 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Patty Sullivan HOME PHONE 561 676-8897

ADDRESS 520 Fairwind Drive

OCCUPATION Retired BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) sun364flower@aol.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 20 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

Infrastructure Surtax Oversight Committee, Library Advisory Board

Do you currently serve on a Village Board? Yes No If yes, which one? Infrastructure Surtax Oversight Committee

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I HAVE ENJOYED BEING ON THIS BOARD SEEING HOW SURTAX^H IS USED FOR VILLAGE PROJECTS

Signature Patty Sullivan Date 1/19/21

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Brad Avakian HOME PHONE 561 339 8832

ADDRESS 529 Ebbtide Drive, NPB, FL 33408

OCCUPATION Attorney BUSINESS PHONE 561 727 3699

BUSINESS ADDRESS 14255 US1, #2150, Juno Beach, FL 33408

E-MAIL ADDRESS (optional) brad@avakian.law

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

BA in English from Elon University; JD from Dickinson School of Law at Penn State; LLM from Stetson University College of Law; former elementary & middle school teacher, current estate planning lawyer

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? _____

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

currently serving on Library Advisory Board, Board of Directors for WPB Rotary Club, co-chair of PBCBA lawyers for Literacy committee...

Do you currently serve on a Village Board? Yes No If yes, which one? Library Advisory Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input checked="" type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I want to continue to support the great work of our Village Library.

Signature [Signature] Date 1.24.23

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Village Clerk

JAN 27 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Christine Hopkins DelGuzzi HOME PHONE 561-264-0727

ADDRESS 728 Anchorage Dr., North Palm Beach, FL 33408

OCCUPATION Director of Grants BUSINESS PHONE 561-683-2700

BUSINESS ADDRESS 800 Northpoint Parkway, Suite 101-B, West Palm Beach, FL 33407

E-MAIL ADDRESS (optional) delguzzi@bellsouth.net

Resume attached? (optional) Yes No Brief Description of Education/Experience See attached resume

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? Since 1978

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Currently serve on the Library Advisory Board

Do you currently serve on a Village Board? Yes No If yes, which one? Library Advisory Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input checked="" type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I am currently serving on this Board, and would like to continue.

Signature Christine DelGuzzi Date 01/10/2023

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Christine Hopkins DelGuzzi

728 Anchorage Dr., North Palm Beach, FL 33408
linkedin.com/in/christine-delguzzi-northpalmbeach

(561) 254-0727
delguzzi@bellsouth.net

PROFESSIONAL SUMMARY

Versatile professional adept at managing multiple projects, providing excellent executive support, and streamlining office operations for major productivity gains. Expert in producing professionally written communications, crafting high-impact presentations, and building client/vendor databases. Strong self-starter with multilevel capabilities, professionalism, solid work ethic, and high degree of confidentiality.

AREAS OF EXPERTISE

- Microsoft Office
- Business communications
- QuickBooks
- WordPress
- Google Analytics
- Social media platforms
- Event coordination
- Photography and Photoshop
- Working knowledge of Spanish
- Notary Public

EXPERIENCE

Alzheimer's Community Care, West Palm Beach, FL, West Palm Beach, FL **Mar. 2018 – Present**

- **Executive Assistant to the President & CEO**

Primary point of contact for all internal and external engagement with the CEO. Prioritize communications, meetings, calendar and projects for Executive Office. Review and revise all written communications, presentations, and correspondence produced by Executive Office. Liaise with Board of Directors to coordinate meetings, produce all meeting-related information including agenda and recording of minutes, and maintain documentation for regulatory compliance. Work as a team with organization's leadership on legislative advocacy campaigns, fundraising and educational events. Attend Chamber meetings and various functions on behalf of the organization. Responsible for supervision of Administrative Assistant and training of departmental assistants. Personal Assistant responsibilities for CEO of maintaining expense and mileage records, making travel arrangements and event preparations, ordering gifts, and other tasks as needed.

Economic Council of Palm Beach County, Inc., West Palm Beach, FL **2014 – Feb. 2018**

- **Office Manager & Executive Assistant**

Assistant to President & CEO and Chief Strategy Officer of highly influential business council. Responsible for meeting coordination, executive communications, internal and external documents, and system of electronic and physical documentation filing. Managed complex calendar schedule of meetings, appointments, and travel itineraries. Administrated all social media platforms, corporate website and maintained multiple member databases. Handled financial transactions for receivables via account establishment, payment deposits and reporting; facilitated payables and member billing. Prepared agendas, PowerPoint presentations and support logistics for all meetings, events and projects. Liaised with members, elected officials and staff, vendors, and contractors as primary point of contact. Attended and recorded minutes for membership and committee meetings.

CTC International Group, Inc., West Palm Beach, FL **2016 – 2017**

- **Director of Digital Communications**

Implemented social media strategies and tools. Monitored the Internet for related topics to produce industry-relevant posts. Created lead generation through core audience targeting. Maintained and updated WordPress website. Guided development of corporate logo and branding.

BrakeSmart Inc., Lake Park, FL

1998 – 2015

- **Managing Partner**

Managed administrative aspects of a start-up business, from preparation of business plan through to present. Procured industry permits, ensured environmental compliance, negotiated rent and property purchase, monitored sales to COGS ratio, handled workers' compensation and insurance audits. Responsible for advertising, corporate correspondence, payroll, accounting, state tax filings, federal tax preparations, and financial management.

International Bonded Couriers, Inc., Miami, FL

1988 - 2005

- **Audit Reviewer**

2001 - 2005

Audited performance of delivery agents for primary client base. Advised reviews to upper level management, and suggested performance improvements to management and agents.

- **Caribbean Coordinator**

1999 - 2001

Monitored Caribbean stations' delivery performance, personnel administration and office management. Traveled to offshore locations to assist and guide local delivery agents as needed.

- **Quality Assurance Manager, European Liaison**

1994 - 2005

Managed audits for largest corporate account. Reviewed procedures with staff to ensure on-time delivery and reporting of information. Met annually with European agents to discuss service concerns and industry improvements.

- **Customer Service Manager**

1991 - 1994

Serviced priority accounts and delivery agents to ensure quality performance. Managed staff of 12 customer service and 5 data entry employees.

- **Account Executive**

1988 - 1991

Generated new account activity through incoming and self-provided sales leads. Serviced accounts with materials and shipment information. Handled collections for personal accounts. Computed weekly costs and revenues.

COMMUNITY INVOLVEMENT

Big Dog Ranch Rescue, Wellington, FL

2012 - Present

- **Volunteer** Work as photographer and photographer assistant, assist with creative event planning and special projects, promote the Ranch through adoption and fundraising events, represent the Ranch via home visits, and foster dogs until adopted.

North Palm Beach Library Advisory Board, North Palm Beach, FL

2010 - Present

- **Chairperson** Direct Advisory Board meetings in accordance with required standards.
- **Secretary** Recorded and transcribed minutes of Advisory Board meetings.

EDUCATION

Master of International Business, Florida International University, 1994.
Bachelor of Arts in International Business, Florida Atlantic University, 1985.
Associate of Arts in Business, Palm Beach Junior College, 1983.

CERTIFICATIONS

- Google Analytics, 2019
- Nonprofits Essentials, 2022
- Diversity, Equity and Inclusion in the Workplace, 2022
- Grant Seeking Essentials, 2022



THE VILLAGE OF
North Palm Beach

Office of the Village Clerk

501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469
www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Bonnie Jenkins HOME PHONE 561-704-9749

ADDRESS 213 Mariner Ct, North Palm Beach, FL 33408

OCCUPATION 9-1-1 Public Safety Telecommunications BUSINESS PHONE 561-712-6485

BUSINESS ADDRESS 20 S. Military Trail, West Palm Beach, FL 33415

E-MAIL ADDRESS (optional) bonniejenkins@live.com

Resume attached? (optional) Yes No Brief Description of Education/Experience I have a BA in Criminal Justice and over 40 years in Law Enforcement/Public Safety Telecommunications.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 14 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Appointed to Library Advisory Board 2013; served as Board Secretary since 2014.

Do you currently serve on a Village Board? Yes No If yes, which one? LAB

Please indicate the board or committee on which you wish to serve. if more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input checked="" type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? _____

Signature Date 1/27/2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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Village Clerk

JAN 19 2023

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

561-6268974

NAME PHYLLIS WISSNER HOME PHONE 561-6268974
cell 561-6850006

ADDRESS 717 SANDPIPER WAY

OCCUPATION Retired Teacher BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) pwissner@att.net

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 45 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. ON Library Board

Do you currently serve on a Village Board? Yes No If yes, which one? Library

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? _____

Signature Phyllis Wissner Date 1/10/2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Cory S. Cross HOME PHONE 561-694-0646

ADDRESS 2560 Pepperwood Cir. S.

OCCUPATION Architect BUSINESS PHONE 561-281-0960

BUSINESS ADDRESS Cory S. Cross, Architect

E-MAIL ADDRESS (optional) coryscross@bellsouth.net

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 29 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

Planning commission

Do you currently serve on a Village Board? Yes No If yes, which one? _____

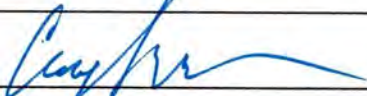
Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input checked="" type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

** Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? _____

Signature  Date 1/9/2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Kathryn DeWitt HOME PHONE 7722605134

ADDRESS 133 Anchorage Drive S

OCCUPATION Land Planner BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) krose.dewitt@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

Masters in Urban and Regional Planning, experience in both public and private sectors of the land planning field.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? since 2014

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

Planning Commission Member

Do you currently serve on a Village Board? Yes No If yes, which one? Planning Commission

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input checked="" type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? My only goal is to serve the Village where needed and ensure the future of our community is entered into thoughtfully and intentionally.

Signature Date 01/12/2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Jonathan Haigh HOME PHONE 561.951.0626

ADDRESS 401 Flotilla Road

OCCUPATION Landscape Architect BUSINESS PHONE 561.84.50665

BUSINESS ADDRESS 1920 Wekiva Way, West Palm Beach, FL 33411

E-MAIL ADDRESS (optional) jhaighasla@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience I am a Senior Landscape Architect with Kimley-Horn, a multi-disciplinary consulting firm. I have been a practicing professional landscape architect for more than 27 years, with experience on a variety of project types from commercial to streetscape design and parks and recreation design and planning. I am a licensed landscape architect in Florida #LA6666795

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 15 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Past President, Florida Chapter of the American Society of Landscape Architects

Do you currently serve on a Village Board? Yes No If yes, which one? Planning Commission


Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I have enjoyed serving the Village on the Planning Commission since 2017. I feel it is important that a landscape architect is represented on the Planning Commission, and I am happy to serve as such.

Signature  Date 1.9.23

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Scott Hicks, PE HOME PHONE 813-449-1352

ADDRESS 416 Westwind Drive

OCCUPATION Senior Engineer/Business Development Mngr BUSINESS PHONE 813-449-1352

BUSINESS ADDRESS 1715 N Westshore Blvd Suite 800, Tampa, FL

E-MAIL ADDRESS (optional) scottbhicks@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience _____

BS Ocean Engineering, Univ of RI, 1997. Professional engineer registered in FL, TX and WA State.

20+ years experience as a professional engineer assisting clients (often public such as cities/towns) develop solutions to their coastal, waterfront and port challenges.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 11 years (2004-2012, 2020-present)

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

NPB Waterways board (04-10), NPB PC (10-12, 21-present), Bainbridge Island PC (12-13)

ASCE Sea Level Rise Committee (Chair) (2017-present)

Do you currently serve on a Village Board? Yes No If yes, which one? Planning Commission

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <u>2</u> <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <u>1</u> <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <u>3</u> <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? I feel that my expertise as a professional engineer with a lot of experience working with municipalities and public clients can be a tremendous asset.

Signature Scott Hicks Digitally signed by Scott Hicks Date: 2023.01.30 05:53:03 -05'00' Date 1/30/23

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SCOTT B HICKS, P.E.

OVERVIEW

Mr. Hicks is a Senior Coastal Engineer, responsible for managing and executing port development, coastal protection, dredging and navigation projects. Mr. Hicks works with both public and private clients where he brings over twenty years of professional experience of project management, analysis and design, project permitting and construction administration for projects on the U.S. East, West and Gulf Coasts, as well as numerous international locations. Mr. Hicks' specific technical experience includes:

SPECIFIC TECHNICAL EXPERIENCE

- Marine Terminal Design – Design of mooring and berthing facilities for large vessels and ships including oil tankers, bulk and container carriers and cruise ships. Evaluation of vessel fleet dimension statistics to determine design vessels, conducting static and dynamic mooring analyses for wind, wave and current loading, conducting mooring analysis for passing deep draft vessels. Design and layout of mooring and breasting dolphin structures and fenders.
- Shore Protection Design - Design of shore protection structures such as bulkheads, revetments, breakwaters and groins as well as containment and protection levee design for wave exposure, riverine currents, passing vessel wakes and vessel thrusters. Designs have included use of sheetpile wall, riprap, marine mattresses and geosynthetic tubes and bags.
- Dredging and Dredged Material Disposal – Design of dredging work for variety of project needs. Dredge template design, including dredge slope estimation, overdepth requirements, contaminated sediment testing and disposal. Evaluation of dredging construction methodologies and detailed cost estimating. Design of confined and open water dredged material disposal facilities.
- Coastal Engineering Analysis – Modeling study and analysis, including wave transformation; wind induced waves; passing vessel forces, vessel prop wash and thruster assessments, wave-current-sediment interaction; cross-shore and long-shore sediment transport; storm surge analysis and coastal morphology
- Beach Nourishment – Design of beach nourishment projects including borrow area site identification, beach fill plan and template design, dredge methodology, dredging cost estimates and permit application coordination.
- Hydrographic Surveying and Oceanographic Instrument Deployment – Scoping, mobilization/demobilization, implementation and processing of high resolution multibeam hydrographic surveys. Setup, deployment, recovery and processing of data from oceanographic data instruments such as Acoustic Doppler Current Profilers (ADCP's) and Acoustic Doppler Velocimeters (ADV's).

EDUCATION

B.S. Ocean Engineering

University of Rhode Island, 1997

REGISTRATIONS

Professional Engineer:

- Texas No. 117393
 - Florida No. 64220
 - Washington No. 40306
-

BOARD AND COMMITTEE EXPERIENCE

ASCE/COPRI Ports and Harbors Group, Sea Level Change Committee Chair, 2017-present

Town of Palm Beach Shore Protection Board, 2009-2010

Village of North Palm Beach Planning Commission, 2010-2012

Village of North Palm Beach Waterways Board, 2004-2010 (Chair 2008-2010)

SELECTED PAST PROJECT EXPERIENCE

Project: Anchorage Park Recreation Piers - North Palm Beach, FL

Client: Village of North Palm Beach

The Anchorage Park Recreation piers consisted of the design of two new recreational piers to be constructed along the south shore Anchorage Park, along the Earman River (C-17 Canal) in the Village of North Palm beach. As project manager, Mr. Hicks coordinated with Village staff to determine the desired pier locations and dimensions, developed the design criteria in accordance with applicable building codes and designed the fishing pier structures. Mr. Hicks was also responsible for the construction management services during the pier construction.

Project and Client: Jupiter Inlet District - Jupiter, FL

Project Manager for a general services contract for the Jupiter Inlet District. Responsible for the development and presentation of engineering recommendations for various projects within the Jupiter Inlet District management area, which includes the Jupiter Inlet and the Lower Loxahatchee River basin and embayment. Work included the preparation of monthly engineering reports summarizing the status of projects, presenting project summaries as the District Engineer at the JID public meetings, conducting monthly jetty and navigational aid inspections, designing coastal engineering and waterfront features, preparing construction bid documents, and providing construction management services.

Project: Jupiter Inlet Sand Trap Dredging - Jupiter, FL

Client: Jupiter Inlet District

Project required the dredging of the Jupiter Inlet Sand Trap and beach nourishment of the region south of the inlet, along the downdrift beaches. The sand trap functions as a centralized location for sediment to collect within the inlet and has been dredged on an annual or bi-annual basis for over 60 years. Mr. Hicks served as Project Manager and was responsible for the design of the specific details of the project, including developing dredging volumes, designing beach fill plan and cross sections, coordination with state and federal agencies as well as bidding and construction management services.

Project: Jupiter Inlet Jetty Renovation Project - Jupiter, FL

Client: Jupiter Inlet District

Mr. Hicks was Project Manager of a jetty renovation project at the Jupiter Inlet. The project consisted of placing nearly 7500 tons of granite armor stone for the purpose of rehabilitating the jetties stabilizing the inlet. Mr. Hicks finalized the design and developed the required project technical specifications and bid documents for construction.

Project: C-18 Canal and Loxahatchee River South Channel Dredging Project - Jupiter, FL
Client: Jupiter Inlet Navigation District

Mr. Hicks was Project Manager for a channel dredging project along the south shore of the Loxahatchee River main embayment and the C-18 canal. Mr. Hicks evaluated the most cost effective and permit-able dredging and dredge material disposal alternatives to achieve both navigational and environmental improvements in C-18 Canal and Lower Loxahatchee River. Project included the layout of nearly 3 miles of channel through an environmentally sensitive areas and the removal of large quantities of accumulated muck from the C-18 Canal and the Southwest Fork. Mr. Hicks designed the dredge prism, channel alignment as well as the sand and muck disposal plan and coordinated the completion of the applicable permit processes with the respective state and federal agencies.

Castaway Cay Storm Surge Analysis – The Bahamas

Castaway Cay is an island cruise destination located in the Bahamas. The development on the island includes a cruise pier as well as upland guest and staff facilities. Due to the risk of storm surge inundation during hurricane and tropical storms, a storm surge study was conducted to quantify the magnitude and frequency of flooding events during extreme storms. As Project Manager, Mr. Hicks lead the storm surge analysis, which included regional and local wave and circulation modeling to develop a storm surge assessment for a range of potential storm conditions.

Project: Texas Coastal Infrastructure Resiliency Study – Texas Coast
Client: Texas General Land Office

The objective of the Texas Coastal Resiliency Project to conduct an assessment of critical infrastructure within the 25 coastal counties along the Texas Gulf Coast with the goal of developing a list of projects prioritized for their impact in reducing risk and improving resiliency. As senior coastal engineer and co-project manager, Mr. Hicks developed a methodology that provides an approach for integrating the extensive infrastructure and coastal hazard data collected for the project area with the local knowledge and expertise of the stakeholder communities. This study is on-going and will continue until early 2016.

Project: Rockport Beach Park Beach Renourishment Project – Rockport, TX
Client: Texas General Land Office

Rockport Beach Park, located in Aransas County, Texas is a major recreational destination and the State of Texas's first EPA approved Blue Wave Beach. The beach was previously nourished in 2004 and since has suffered significant erosion. The renourishment project consisted of the design of new beach fill to supplement the existing sediment supply along the park. As project manager, Mr. Hicks developed and managed the analysis of the existing conditions and assessment of the coastal processes driving the erosion and loss of sediment. A beach fill design was then developed that would renourish the beach while staying within the allowable project budget. The project was constructed in 2015.

Project: Rybovich Megayacht Facility Vessel Lift and Navigation Project - Riviera Beach, FL
Client: Rybovich Marine

The existing Rybovich megayacht facility underwent an expansion to allow larger yacht vessels to call on the growing repair and maintenance yard. The work included the installation of a new vessel lift and design of a deeper and wider navigation access channel located in an area of complex hydrodynamics near Lake Worth Inlet and adjacent to the Port of Palm Beach. As Project Manager, Mr. Hicks was responsible for the preliminary level design and extensive hydrodynamic analyses, including wave transformation and 2D and 3D circulation modeling to aid in the development of the design criteria for the vessel lift and

navigation channel. Analysis work also included evaluation of probable sedimentation rates by use of both empirical methods and Lagrangian particle tracking numerical models. In addition to the preliminary design, the work also included development of permit applications and agency coordination with the US Army Corps of Engineers and the Florida Department of Environmental Protection.

Project: G&G Marine Terminal – Dania Beach, FL

Client: Seacor Marine

G&G Shipping maintains a marine terminal adjacent to Port Everglades for the import and export of products from the Caribbean as well as Central and South America. Project consisted of condition assessment of a failing bulkhead and design of a replacement structure capable of withstanding the loading requirements of the facilities cargo operations. As Project Manager, Mr. Hicks conducted a detailed condition assessment of the failing wall and managed the design of a replacement structure. Mr. Hicks also managed the engineering design and state and federal permitting of the vessel berth dredging and dredged material disposal at the facility to match future proposed dredging of the existing access channel (Dania Cut-Off Canal).

Project: Hat Island Marina Expansion Project – Hat Island, WA

Client: Community of Hat Island

The Hat Island Community desired to expand its existing marina facility and construct improvements to the entrance breakwaters to reduce wave heights within the marina during storm events. As Project Engineer, Mr. Hicks designed the improvements to the existing portion of the facility, including repairs to the marina bulkhead, stone breakwater, access channel dredging and the new breakwater structure to dampen waves progressing into the marina basin. Mr. Hicks also designed the marina expansion including the design of necessary the dredging and dredge material disposal, new boat ramp, stone breakwater structures, new bulkhead and marina float layout and design. The project was constructed in 2012.

Project: South Lake Worth Inlet Sand Transfer Plant Performance Evaluation

Client: Palm Beach County Department of Environmental Resources Management

The South Lake Worth Inlet Sand Transfer plant was constructed in 1937 and was the first fixed sand transfer plant in the world. The plant functions as a fixed hydraulic dredge to assist in the bypassing of sediment from the north to the south side of South Lake Worth Inlet. In 2011, a new plant has recently been constructed to replace the previous facility and was completed in early 2011 along with upgrades and improvements to both the south and north jetties. Mr. Hicks was Project Manager responsible for coordination the data collection and analysis to determine the estimated production rates for the new plant.

Project: Bioengineered Oyster Reef Demonstration Project - Cameron Parish, LA

Client: Louisiana Office of Coastal Protection and Restoration Authority

Significant portions of the Louisiana coast are experiencing extraordinarily high rates of erosion, threatening the loss of critical coastal wetlands. In order to combat this problem, the LA Office of Coastal Protection and Restoration (OCPR) initiated a series of demonstration projects to evaluate innovative designs for shore protection. Mr. Hicks was the lead design engineer for this project which consisted of new detached breakwaters fabricated from light weight, interlocking concrete rings. The concrete rings were constructed with a proprietary concrete mix developed to encourage oyster growth on the structure to create living shoreline breakwater structure. Mr. Hicks led the preliminary and final engineering design including a critical evaluation of the structural strength of the rings under wave load, geotechnical

assessments in the very soft nearshore soils as well as anticipated shoreline response and resulting coastal protection benefits. The project was constructed in 2012.



Village Clerk

JAN 12 2023

Received



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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME DONALD SOLODAR HOME PHONE 561-6262208
ADDRESS 100 LAKESHORE DR APT L-10 NORTH PALM BEACH, FL 33408
OCCUPATION RETIRED BUSINESS PHONE ---

BUSINESS ADDRESS ---

E-MAIL ADDRESS (optional) dsolodare@yahoo.com

Resume attached? (optional) Yes No Brief Description of Education/Experience Graduate BA GOVERNMENT & Public Administration AMERICAN UNIVERSITY '63

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 25 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc.
VICE CHAIRMAN, PLANNING COMMISSION - NPB
DIRECTOR, MARGARET BEACH STATE PARK; Vice President OLD PORT LOVE PVA

Do you currently serve on a Village Board? Yes No If yes, which one? PLANNING

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Commission *
- Recreation Advisory Board
- Waterways Board

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Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? _____

Signature Donald Solodar Date 1/12/2023

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Mia St. John HOME PHONE 561-358-6419

ADDRESS 532 Greenway Drive

OCCUPATION Stay at home mom BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) miastjohn@gmail.com

Resume attached? (optional) Yes No Brief Description of Education/Experience I have a BA in Fashion Merchandising and minor in Business from Florida State University. I worked in retail management any. I managed a team of 20+ employees, ran meetings, opening and closing procedures. I also handled sales, before becoming a mom to 3 boys.

Are you a registered voter? Yes No Do you live here year-round or seasonally? 6-9

How long have you lived in North Palm Beach? 11

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I am an active volunteer at kids school. I am currently on the Parks and Recreation board in NPB.

Do you currently serve on a Village Board? Yes No If yes, which one? Recreation Adv. Board

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Planning Commission * |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Infrastructure Surtax Oversight Committee | <input type="checkbox"/> Waterways Board |
| <input type="checkbox"/> Library Advisory Board | |

* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member MGA Member WGA Member

Why are you interested in serving on this board? As a mom, I have the opportunity to speak to the needs of families in our community. I am invested in helping to make our community the best it can be and offer programming.

Signature Date 1/19/2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: March 9, 2023

SUBJECT: **RESOLUTION** – Consideration of request from Goren, Cherof, Doody & Ezrol, P.A. for the execution of a new Fee Contract providing for an increased hourly rate.

Through the approval of Resolution No. 73-97 on December 11, 1997, the Village Council approved an Agreement for Professional Services with Jim Cherof to perform collective bargaining services on behalf of the Village at a rate of \$125.00 per hour. Through the adoption of Resolution No. 61-2003 on November 13, 2003, the Village Council approved a revised Agreement at a rate of \$150.00 per hour.

The Village recently received a request from Mr. Cherof for approval of a new Attorney-Client Fee Contract at a rate of \$250.00 per hour. While the rate has not increased for a period of almost twenty years, I contacted the Goren Cherof firm to see whether the firm would consider performing its services at a rate of \$225.00 per hour or the rate currently paid to my firm for Village Attorney services (\$232.00 per hour). I was informed that the Goren Cherof firm has determined that moving forward, it will charge a rate of \$250.00 per hour for all work performed for municipalities for which it does not serve as City Attorney. Please note that the Village does have an existing Contract with the Goren Cherof firm executed in 2020 to perform foreclosure work at a rate of \$215.00 per hour.

Mr. Cherof has been representing the Village in labor matters for over twenty-five years. To that end, I have prepared the attached Resolution approving the new Fee Contract in the event that the Council wishes to proceed with the requested hourly rate. In the event that the Village Council does not wish to approve the new rate, Lara Donlon of my firm could step in as labor counsel for the Village. Ms. Donlon already handles the Village's human resources matters.

Recommendation:

Village Staff requests Council consideration of the attached Resolution approving an Attorney-Client Fee Contract with the law firm of Goren, Cherof, Doody & Ezrol, P.A. to provide for a rate increase to \$250.00 per hour and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FEE CONTRACT WITH THE LAW FIRM OF GOREN, CHEROF, DOODY & EZROL, P.A. FOR LABOR SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, James Cherof has been serving as the Village’s labor counsel since 1997, and the current hourly rate for these services has remained unchanged since 2003; and

WHEREAS, the Village received a request from the law firm of Goren, Cherof, Doody & Ezrol for the execution of a new Fee Contract for labor services at an increased hourly rate; and

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

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

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

Section 2. The Village Council hereby approves an Attorney-Client Fee Contract with the law firm of Goren, Cherof, Doody & Ezrol, P.A., a copy of which is attached hereto and incorporated herein, to continue to act as the Village’s labor counsel and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

ATTORNEY- CLIENT FEE CONTRACT

This document (the "Contract") is the written fee contract between Goren, Cherof, Doody & Ezrol, P.A. ("Counsel") and the Village of North Palm Beach Florida ("Client").

1. CONDITIONS. This Contract will not take effect until a signed copy of this Contract is returned by client to the offices of Goren, Cherof, Doody & Ezrol, P.A.

2. SCOPE OF SERVICES. The Client is hiring the law firm of Goren, Cherof, Doody and Ezrol, P.A., for legal services related to the following matter: Labor contract consultation and negotiations; employee or union grievance and arbitration representation. Specific assignments will be as directed by the Village Manager, Village Attorney or HR/Risk Management Director or their designees.

3. CLIENTS DUTIES. The Client agrees and acknowledges that it has a duty to cooperate with the undersigned Counsel by keeping Counsel informed of operational and fiscal developments relative to employee wages, benefits and conditions of employment.

4. PROFESSIONAL FEES. Charges for professional services will be paid by Client as follows: By the hour at the rate of \$250.00 per hour. Hourly rate work will be accounted for and billed in tenth of an hour components with detail of activity shown on the billing statement.

5. COSTS AND OTHER CHARGES. The law firm may incur various costs and expenses, other than travel, on Client's behalf in performing legal services under this Contract. The Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses that are billable are limited to:
 - Messenger and other delivery fees (actual cost)
 - Excessive (bulk or more than 2 ounce) postage- actual cost
 - In firm photocopy- \$0.35 per page (large projects exceeding 200 pages only)
 - Outside photocopy- actual cost (large projects only with prior consent of Client)
 - Offsite storage and retrieval of records retained by Counsel to assure compliance with Florida's public records laws regarding retention. Client reserves the right to store public records.

6. BILLING STATEMENTS. Periodic statements will be sent for fees and costs incurred. Each statement will be due within forty-five (45) days of its date, pursuant to the *Local Government Prompt Payment Act*.

7. DISCHARGE, MODIFICATION OF WORK, AND WITHDRAWAL. Counsel serves at the discretion of Client. Client has the right to terminate Counsel's representation at any time for any reason without prior notice, subject to payment for all services and expenses rendered to the date of termination. The Client may limit or expand the scope of work as Client deems appropriate. The law firm may withdraw representation of Client at its discretion.

8. PUBLIC RECORDS. Counsel shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Counsel shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service;
2. Upon request from the Village, provide the Village with public records that may be requested from the Village in order to provide the public with access to such public records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the Village, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the agency.

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, COUNSEL SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**VILLAGE CLERK
Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408
561-841-7469/ npbclerk@village-npb.org**

The Village shall have the right to immediately terminate this Contract for the refusal by the Counsel to comply with Chapter 119, Florida Statutes. Counsel shall retain all records

associated with this Contract for a period of five (5) years from the date of expiration of this Contract.

9. SCRUTINIZED COMPANIES. This Attorney-Client Fee Contract may be terminated at the option of the Village should Counsel be placed on the State of Florida “Scrutinized Companies That Boycott Israel List.”

10. E-VERIFY. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, Counsel shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Counsel shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by Counsel to perform employment duties within Florida during the term of the contract; and

14.2 All persons (including subconsultants/subcontractors) assigned by Counsel to perform work pursuant to the contract with the Village. Counsel acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Village; and

14.3 Counsel shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Counsel shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Counsel shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such.

11. EFFECTIVE DATE. This Contract will take effect once signed by both parties.

GOREN, CHEROF, DOODY & EZROL, P.A.

Date: _____

By: _____
Shareholder

VILLAGE OF NORTH PALM BEACH, FLORIDA

Date: _____

BY: _____
Deborah Searcy, Mayor

Attest:

Village Clerk

Approved as to form and Legal
Sufficiency:

Village Attorney

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: March 9, 2023

SUBJECT: **RESOLUTION** – Approval of a proposal from BrightView Golf Maintenance, Inc. for pond bank stabilization at a total cost of \$123,420.00, authorizing execution of a Contract and waiving the Village’s purchasing policies and procedures.

Village staff is requesting Village Council approval from BrightView Golf Maintenance, Inc. for pond bank stabilization at the Country Club golf course in the amount of \$123,420.00 and execution of a Contract. This will require a waiver of the Village’s purchasing policies and procedures.

The proposed Contract is for 1,000 linear feet of pond bank repair and stabilization between Hole 9 and Hole 18. As a golf course that is built on primary sand, the edges of the ponds are extremely soft under foot and, coupled with Latitude 36 grass, some stabilization is needed. Previously, Golf Course Superintendent Corey Adams and Golf Professional Allan Bowman had toured multiple courses and had spoken with multiple vendors about the product selections/options available. This resulted in “select” stabilization features previously installed at specified areas on the golf course, and this project will be a continuation (same materials and vendors) of this process.

Additionally, Chris Cochran and Jack Nicklaus of Nicklaus Design have both toured the property and have been impressed with the quality of work and attention to detail by BrightView on these projects. Continued support by Nicklaus Design is important because it allows the course to continue operating as a Nicklaus Signature Golf Course.

Regional BrightView Director and previous golf course superintendent Corey Adams has extensive experience overseeing this type of project. BrightView is the Village’s golf course maintenance contractor. Having the work completed by the contractor that is responsible for the maintenance of these areas on a daily basis allows the Village to hold BrightView fully accountable.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$123,420.00

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

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution accepting the proposal for pond stabilization between Holes 9 and 18 from BrightView Golf Maintenance, Inc. in the amount of \$123,420.00, with funds expended from Account No. L8045-66210 (Golf Course Maintenance - Construction & Major Renovation), waiving the Village's purchasing policies and procedures, and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND BANK REPAIR AND STABILIZATION 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.

WHEREAS, BrightView Golf Maintenance, Inc. ("BrightView"), the Village's golf course maintenance contractor, provided a proposal for 1,000 linear feet of pond bank repair and stabilization at the North Palm Beach Country Club Golf Course between holes 9 and 18, and Village Staff recommended accepting the proposal submitted by BrightView; 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 and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary to complete pond bank repair and stabilization at the Country Club Golf Course at a total cost of \$123,420.00, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). 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 purchase, the Village Council hereby waives all conflicting provisions of the Village's purchasing policies and procedures.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for pond bank repair and stabilization between Holes 9 and 18 at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with a cost proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Golf Course specifications and its maintenance responsibilities.

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 CONTRACTOR.

CONTRACTOR shall perform the services highlighted in its Proposal dated February 14, 2023 attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

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 CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposals in an amount not to exceed One Hundred and Twenty-Three Thousand Four Hundred and Twenty Dollars and No Cents (\$123,420.00).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR 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. CONTRACTOR 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 Proposals without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR 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, CONTRACTOR will clearly state "final invoice" on CONTRACTOR'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 CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate 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, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. 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 CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

ARTICLE 5. PERSONNEL.

A. CONTRACTOR 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 CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. 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 the 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 waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR 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 CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR 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 CONTRACTOR's place of business. In no circumstances will CONTRACTOR 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. 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, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. 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.

ARTICLE 13. 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: Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Attention: Greg Pieschala, President

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

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR 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 15. 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 16. PREPARATION.

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

ARTICLE 17. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR 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 18. 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.

ARTICLE 19. LEGAL EFFECT.

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

ARTICLE 20. 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 21. WAIVER OF SUBROGATION.

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. 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.

ARTICLE 23. 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 24. 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 CONTRACTOR **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 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

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 Documents justifying termination.

ARTICLE 27. PUBLIC RECORDS.

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.

ARTICLE 28. E-VERIFY

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

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

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

CONTRACTOR:

BRIGHTVIEW GOLF MAINTENANCE, INC.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

VILLAGE ATTORNEY

BrightView Golf Improvements Proposal

To: Allan Bowman
Company: Village of North Palm Beach

Date: 2.14.23

Reference: Summer 2023 Improvements,

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
mobilization, fuel, project management	1	ea	\$ 8,100.00	\$ 8,100.00
#13 greenside drainage	100	lf	\$ 52.35	\$ 5,235.00
#5,7,14,PR tee-strip, grade, prep, sod	25,750	sf	\$ 1.83	\$ 47,122.50
#10 lake bank stabilization (includes dirt import and sod)	1,000	lf	\$ 123.42	\$ 123,420.00
#9 & #18 lake bank stabilization (includes dirt import and sod)	1,000	lf	\$ 123.42	\$ 123,420.00
			Total	\$ 307,297.50