



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

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, APRIL 24, 2025  
6:00 PM

Deborah Searcy  
Mayor

Lisa Interlandi  
Vice Mayor

Kristin Garrison  
President Pro Tem

Susan Bickel  
Councilmember

Orlando Puyol  
Councilmember

Chuck Huff  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### **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**

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA**

### **AWARDS AND RECOGNITION**

1. Commendation - The Conservatory School 10th Anniversary

### **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.

- 2. INTRODUCTION OF APPLICANTS TO COUNTRY CLUB ADVISORY BOARD AND PLANNING, ZONING, & ADJUSTMENT BOARD**

- 3. RESOLUTION** Appointing members to the Country Club Advisory Board and Planning, Zoning & Adjustment Board

### **REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**

- 4.** Audit Committee Annual Report

## 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.*

- 5. RESOLUTION** – Approving a Third Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation for Fiscal Year 2025 to \$150,000; and authorizing execution of the Third Amendment.
- 6.** Receive for file Minutes of the Recreation Advisory Board meeting held 3/11/25.
- 7.** Receive for file Minutes of the Business Advisory Board meeting held 3/18/25.

## DECLARATION OF EX PARTE COMMUNICATIONS

### PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 8. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-07 – CODE AMENDMENT – BOARDS AND COMMITTEES** Consider a motion to adopt and enact on second reading Ordinance 2025-07 amending Article 1, "In General" Chapter 2, "Administration," of the Village Code of Ordinances by amending section 2-1 "Boards and Committees," to modify the required meeting schedule and absentee policy, add an anti-nepotism provision, and require quarterly reports to the Village Council.
- 9. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-08 – MAJOR PUD AMENDMENT TO THE BENJAMIN SCHOOL** Consider a motion to adopt and enact on second reading Ordinance 2025-08 amending the Benjamin School Commercial Planned Unit Development to add an adjacent 0.93 acre parcel to the PUD and extend the pick-up/drop-off loop, demolish the existing administrative office building and construct a new administrative office building, remove the unconstructed maintenance facility from the site plan, and reconstruct a portion of parking within the McLaren Road right-of-way.

### OTHER VILLAGE BUSINESS MATTERS

- 10. MOTION – CONFIRMATION OF DEPUTY VILLAGE CLERK APPOINTMENT** Consider a motion to confirm the appointment of Marquetta Fells as Deputy Village Clerk.
- 11. MOTION – RELEASE OF UNITY OF TITLE** Consider a motion to approve a Release of Unity of Title for former Village Shoppes Planned Unit Development

### COUNCIL AND ADMINISTRATION MATTERS

#### MAYOR AND COUNCIL MATTERS/REPORTS

- 12.** NPB University - "Know Your Department" - Public Works Department

#### VILLAGE MANAGER MATTERS/REPORTS

## 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.

# VILLAGE OF NORTH PALM BEACH

## 2025 BOARD APPLICANTS

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Current openings and applicants for the Country Club Advisory Board and Planning, Zoning, & Adjustment Board are listed below. The Village Council may appoint new members or reappoint incumbents at its discretion. The term of appointment varies, depending on the Board and the Village Council may modify the duration at the time of appointment in order to provide for staggered terms.

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### Country Club Advisory Board

7 Seats	2 year term. Three (3) of the initial appointees will serve a 3 year term for the first term only	
Requirements	Village Resident; 2 Members must have golf memberships and be active golfers at the Country Club, 1 member must be a <b>member of the Women's Golf Association (WGA)</b> , 1 member must have a tennis membership and is actively involved in tennis activities at the Country Club, 1 member must have a pool membership and is actively involved in swim activities at the Country Club, 2 members may represent the community at large.	
11 Applicants	Michael Beck	(Golf membership)
	Sandra Felis	(WGA member, former Golf Advisory Board member, 2 absences)
	Kathy Lancaster:	Interested in 2 boards Country Club Advisory Board #1, Recreation Advisory Board #2
	Marc Lefco	(Pool membership)
	David Norris	(Golf membership, former Golf Advisory Board member, 1 absence)
	<b>Karen O'Connell</b>	(Golf membership, former Golf Advisory Board member, 1 absence)
	Ron Okolichany	
	David J. Taylor, Sr.	(Golf membership)
	Maricela Torres:	Interested in 3 boards Country Club Advisory Board #1, Environmental Committee #2, Library Advisory Board #3
	Michelle Wallace	(Tennis membership)
	Landon Wells	(Golf membership, former Golf Advisory Board member, 1 absence)

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### Planning, Zoning & Adjustment Board

5 Seats	2 year term	
Requirements	Village Resident; 1 Land Use Planner or Architect; 1 Architect; 1 Civil Engineer; 1 Person engaged in business in NPB; 3 members need not be any particular business or profession	
10 Applicants	Cory Cross	(Incumbent, Architect, No absences)
	Jonathan Haigh	(Incumbent, Landscape Architect, 1 absence)
	Scott Hicks	(Incumbent, Civil Engineer, 4 absences, reinstated by Village Manager after appeal)
	Timothy F. Hullihan	(Incumbent, Architect, 1 absence)
	Carl Mistretta, Jr.	(Landscape Architect)
	Michael Kalisz	(Planning and Systems Analyst)
	Donald Solodar	(Incumbent, Retired NYSE, 1 absence)
	Jonathan W. Sorenson:	(Military, Government and Real Estate background) Interested in 3 boards Planning, Zoning & Adjustment Board #1, Recreation Advisory Board #2, Country Club Advisory Board #3

Planning, **Zoning & Adjustment Board cont'd**

Dave Terrana: (Firefighter, Paramedic, Police Officer)  
Interested in 5 boards  
Planning, Zoning & Adjustment Board #1, Waterways Board #2, Country Club  
Advisory Board #3, Environmental Committee #4, Audit Committee #5

Claudia Visconti: (Landscape Architect)

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**COUNTRY CLUB ADVISORY BOARD  
APPLICANTS**



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www.village-npb.org • npbclerk@village-npb.org

**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME MICHAEL BECK HOME PHONE 561 436 0724  
ADDRESS 123 LAKESHORE DR #PH44 N. P. B. FL 33408  
OCCUPATION RETIRED BUSINESS PHONE ---  
BUSINESS ADDRESS ---

E-MAIL ADDRESS (optional) MBECK294@GMAIL.COM Resume attached? (optional) Yes  No

Brief Description of Education/Experience ACCOUNTANT, BUSINESS OWNER, PRESIDENT OF TOWERS CONDO ASSN  
How long have you lived in North Palm Beach? 36 YEARS Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc.  
BOARD MEMBER, JUPITER MEDICAL CENTER, PRESIDENT OF TOWERS CONDO ASSN.  
+ VOLUNTEER  
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.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board\*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? NO

Why are you interested in serving on this board? CONTRIBUTE EXPERIENCE FOR PROFIT, MEMBERSHIP & TAXPAYERS  
For new applicants only: Have you attended any meetings of the board or committee for which you are applying? YES/NO

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
ASSIST IN ADVISING COUNCIL OF WAYS TO MAKE CC PROFITABLE, FRIENDLY TO MEMBERS + NOT BURDEWSOME ON TAXPAYERS

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position?  
I CAN REPRESENT OLD BAY COVE CONDO ASSN AS WELL AS LARGE GOLF GROUP

Signature [Signature] Date 3-5-25

**ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.**

\* Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Sandra Felis HOME PHONE (802) 922-0523

ADDRESS 108 Lakeshore Drive, Apt 238, North Palm Beach Florida 33408

OCCUPATION Retired BUSINESS PHONE NA

BUSINESS ADDRESS NA

E-MAIL ADDRESS (optional) sandrafelis@aol.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience RN,MS health care executive and consultant

How long have you lived in North Palm Beach? 6 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Please see page 3 of Resume'

Do you currently serve on a Village Board? Yes  No  If yes, which one? Golf Adv 2021-2025

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
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board \*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? yes

Why are you interested in serving on this board? With a business & service background & 4 yrs on GAB, I believe I can continue to be a good liaison with membership & community and enjoy the opportunity to serve through board & volunteer  
For new applicants only: Have you attended any meetings of the board or committee for which you are applying? board & volunteer

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Serve as liaison between the CC and community including WGA, collecting input and suggestions for keeping the CC the gem that it is. In advisory capacity, provide suggestions and feedback to management. Communicate back to membership

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I'm a very Active golf and WGA member and have the support of the President and VP of WGA in applying. Most importantly my husband & I love living in the Village and being very active members of NPBC

Signature Sandra Felis Date 3/12/2025

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## **SANDRA L. FELIS, RN, MS**

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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****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 - 2025 - Village of North Palm Beach Golf Advisory Board, WGA representative North Palm Beach, FL

2024 - Current - Board member, Jorde Skiwear

## **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 - Master 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  
WGA Bay Point Golf Club - 2016 - 2019 Treasurer  
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 KATHY LANCASTER HOME PHONE 561-662-1148

ADDRESS 516 GREENWAY DRIVE NPB FL 33408

OCCUPATION RETIRED BUSINESS PHONE 561-662-1148

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) kalancaaster1213@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Bachelor degree Hotel Management / RECREATION

How long have you lived in North Palm Beach? 38 YEARS Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. PRES. MOTHERS CONNECTION PBC 1990-1991

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 type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input checked="" type="checkbox"/> Country Club Advisory Board | <input checked="" type="checkbox"/> Recreation Advisory Board  |
| <input type="checkbox"/> Library Advisory Board                 | <input type="checkbox"/> Waterways Board                       |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No  HUSBAND IS A RESIDENT GOLF MEMB  
 If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? NO I'M A FORMER TENNIS MEMB

Why are you interested in serving on this board? ASSIST IN GROWING COMMUNITY INVOLVEMENT

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? NO

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

ASSIST IN HELPING THE VILLAGE CREATE A FULL SERVICE COUNTRY CLUB ENVIRONMENT OPEN TO THE PUBLIC.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? DIRECTOR OF SOCIAL EVENTS @ 1816 GOLF & CC FOR 15 YEARS. 1990-2005

Signature Kathy Lancaster Date 03-17-2025

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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Marc Lefco HOME PHONE <sup>cell</sup> 561-401-3790

ADDRESS 521 Flotilla Rd

OCCUPATION Registered Nurse - operating Room BUSINESS PHONE 561-844-6300

BUSINESS ADDRESS 901 45<sup>th</sup> St. WPB, FL 33407

E-MAIL ADDRESS (optional) mlefc0@hotmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Bachelor of Science, Finance University of Florida

How long have you lived in North Palm Beach? 12 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

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.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board (Pool Representative)
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board\*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? children on swim team  
To help bring awareness to the swim program and create additional activities to draw/increase membership which will increase revenue.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission? increase revenue

To help bring awareness to the swim program and pool in general, create activities and events to draw/increase membership and attendance, therefore increase revenue. All while maintaining the village/neighborhood fee.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

I am a long standing resident of NPB - PNB and desire to build a community where families and the youth of our community can come together and celebrate our community.

Signature [Signature] Date 3/18/25

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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME DAN O NORRIS HOME PHONE 561 371 0609  
 ADDRESS 131 DANIT DRIVE, ~~501 N 1000~~ NPB FL  
 OCCUPATION ATTORNEY BUSINESS PHONE 561 844 3600  
 BUSINESS ADDRESS 712 US Hwy 1 Suite 400 NPB  
 E-MAIL ADDRESS (optional) dbn@cohen-norris.com Resume attached? (optional) Yes  No   
 Brief Description of Education/Experience ACCOUNTING & LAW DEGREES FROM UF  
 How long have you lived in North Palm Beach? 56 years Are you seasonal? Yes  No   
 Please list any current or prior experience as a volunteer on a board, committee, association, etc. village council for 27 years, golf advisory board last year  
 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 type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input checked="" type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board                 | <input type="checkbox"/> Waterways Board                       |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
 If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? I AM LONG TIME MEMBER OF THE CLUB  
 For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
ADVISE THE VILLAGE & CLUB WITH REGARDS TO MATTERS INVOLVING THE COUNTRY CLUB

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

Signature  Date 3/31/25

**ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.**

\* Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

**\*Please Note\*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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THE VILLAGE OF

# North Palm Beach

Office of the Village Clerk

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## APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Mrs. Karen O'Connell HOME PHONE 609-638-3692

ADDRESS 122 Lakeshore Drive PH 32 North Palm Beach

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) koconnell99@comcast.net Resume attached? (optional) Yes  No

Brief Description of Education/Experience BA Mathematics MA Educational Research MA School Administrator

How long have you lived in North Palm Beach? 9 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

Golf Advisory, WGA Member-Guest Team 2024, WGA Member-Guest Volunteer 2025, Organizer of Par Tee Girls Golf Group

Do you currently serve on a Village Board? Yes  No  If yes, which one? GAB

**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 Zoning and Adjustment Board* |
| <input checked="" type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board                 | <input type="checkbox"/> Waterways Board                       |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? See Attached

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
\_\_\_\_\_  
\_\_\_\_\_

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_  
\_\_\_\_\_

Signature Karen O'Connell Date March 4, 2025

Digitally signed by Karen O'Connell  
Date: 2025.03.04 18:03:13 -05'00'

### ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.

*\* Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

**\*Please Note\*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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*Why are you interested in serving on this board*

I have worked on the Golf Advisory Board for 4 years, where I became more aware of the social and economic components that shape our golfing community.

- I am interested in being more involved in developing a community team of golf, pool, tennis and community, supporting our Country Club.
- I believe my life-experiences and personality would be suited for a golf position, however I'd gladly serve where the Council believes is best.
- Four years ago, I presented statistics to the Village Council with Allan Bowman that helped represent all members of our golfing community. The process had many months of input from the community, and Mr. Bowman and I were able to summarize and present ideas to the Village Council.
- I have a creative, compassionate personality that listens, thinks and can present a broad range of ideas to a team for further conversations.
- Attending the Village Council meetings has made me aware of the importance of advisory, and being able to summarize issues for the Council to consider.
- I exercise once a week at the pool, play golf twice a week, and frequent our new pub and restaurant. I advertise and support our member-guest events for the club through my golfing and pool friends.
- I believe I would make a good representative on the CCAB for our Country Club community. I have a good working relationship with Allan Bowman, where I believe we are both free to express ideas without being judged.

*What is your understanding of the role and responsibilities of this particular board or committee?*

As a member of the CC Advisory Board, I believe:

- Our role is to work collaboratively to bring well-considered and formalized suggestions to the Village Council.
  - This involves thorough research, open discussions, and consensus-building with members. The aim is to present suggestions that are not only beneficial to the community but are practical and feasible.
- I believe I could help build strong relationships among the members, which will help create a new respect for each area of the Country Club as a "united CC community."
- I believe that as a team we need to stay connected with the community, and identify emerging issues and address them proactively to advise the Village Council.
- As a team we would consolidate and summarize issues for the Council to consider.

*Is there anything else you would like to share with us that you think is relevant to your candidacy for this position?*

- Before retirement I spent many years on boards and committees seeking consensus and writing mission statements and strategies.
- As a Technology Facilitator for a large school district, I am familiar with writing and reviewing budgets to allocate funds.
- I manage a group of 36 social women golfers with 6 tee times. I've created a waitlist system where everyone gets rotated in consistently. More than half play throughout the summer.
- I enjoy the challenge of problem-solving in a team setting, where everyone can feel comfortable thinking "out of the box."



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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Ron Okolichany HOME PHONE 5618480320

ADDRESS 417 Northlake Drive

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) Rokolichan@aol.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience High School diploma/some college

How long have you lived in North Palm Beach? 52 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

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.**

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board\*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
 If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? to represent the interests of the residents at large regarding CC matters and budgets

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No. This is a new board

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
 \_\_\_\_\_

To consult, discuss and advise on all matters relating to the operation of the Country Club as a whole including but not limited to; pool operations, tennis operations, golf operations, special events, maintenance, and budgeting.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

I would like to work with the other members of the CCAB to discuss ways to cut the annual operating losses at the CC and to increase revenues. The residents deserve to have a voice in the spending of their tax dollars

Signature  Date 4-10-2025

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# Ron Okolichany

Rokolichan@aol.com • 561-346-4253

## Professional Summary

Seasoned, results orientated, self-starting skilled professional with the ability to focus on the big picture while managing the people and resources to bring projects to a successful conclusion.

Works well in a team or individual environment. Needs little supervision.

## Core Qualifications

Expertise in:

- Property Management
- Leasing
- Construction Management
- Real Estate Acquisition
- Real Estate Sales
- Real Estate Development
- Site Selection
- Tenant Representation
- Property Maintenance
- New Construction
- Renovations
- Sales
- Problem Solving
- Planning
- Permitting
- Site Supervision
- Licensed Florida Real Estate Broker

## Experience

August 2018 to Present. **Investment Property Advisor** West Palm Beach, Florida. Assisting investors in locating suitable investment properties per their criteria. Negotiating sophisticated purchase and sale agreements, assisting in locating financing, assisting in facilitating 1031 tax deferred exchanges and facilitating the closing process.



November 2015 – August 2018 **Vice President of Franchise Real Estate, Inc. at United Franchise Group** West Palm Beach, FL. Leading a team of leasing agents in sourcing locations and negotiating leases for the franchisees of United Franchise Group on a nationwide basis. Successfully managed the leasing team to record sales volume and doubled the yearly income in my first year as Vice President. Provided expertise and guidance to the leasing team as well as the construction and project management team. Worked with senior management and brand presidents in implementing standards and procedures for new brands as they are added such as Venture X, a coworking shared office concept, as well as restaurant concepts Jon Smith Subs and the Great Greek Mediterranean Grill.

July 2014-January 2015 **Hurricane Grill & Wings Construction Manager**

Successfully completed the planning, permitting, construction, equipping, furnishing and opening of two Hurricane Grill & Wings restaurants in Jupiter and Sunrise, Florida. Duties included working with architects, contractors, suppliers and vendors on a daily basis to coordinate schedules, obtain building permits, inspections and approvals for the design, construction equipping and furnishing of new Hurricane locations. I was responsible for putting plans out to bid, reviewing bids and awarding contracts, keeping construction budgets, schedules, obtaining certificates of occupancy, contractor lien releases, health department inspections, liquor license inspections and reporting to executive management on a weekly basis. I also inspected and advised management regarding new locations as well as existing and expansion renovations of current locations. This assignment ended upon the successful completion of the Jupiter and Sunrise locations.

January 2012-May 2014 **Lichterman Realty Property Manager**

Managed the daily operations of a private real estate portfolio consisting of 15 single and multi-tenant industrial and automotive properties in Florida, New York and New Jersey. Duties included rent collection, tenant relations, verification of insurance, maintenance, tracking landlord and tenant lease obligations and rent increases, expense reconciliation and proration's, marketing and leasing of vacant space, lease negotiations and lease preparation, handling tenant move ins and lease turnovers, handling of code enforcement issues, obtaining governmental approvals, renovations of space for new tenants, hiring and overseeing contractors and vendors, advising owner of maintenance requirements, overseeing landscaping contractors, advising on legal matters and course of action. I was solely responsible for leasing over 35,000 square feet of vacant space, 2 acres of ground leases and extending over 20,000 square feet of existing leases and increasing monthly cash flows. Assignment ended when vacancies were successfully filled, the economy recovered and ownership assumed management duties.

May 2010-January 2013 **AF Griffin Road, LLC Property Manager**

Managed the daily operation of a multi-tenant retail property and a commercial condominium in Davie, Florida. Duties included rent collection, leasing of vacant space, property maintenance, overseeing contractors and vendors, tenant relations, expense billing and



reconciliation, real estate tax and insurance billing and reconciliation, tracking lease obligations, rent increases, handling governmental approvals, monthly billing, collection and expense payments of the landowner's association. I was solely responsible for negotiating a \$600,000 lease buyout from Advance Auto Parts and the sale of excess development rights to an adjacent land owner. Assignment ended when property was transferred and the new ownership assumed management duties.

**November 1996-June 2003 Hospitality Investment Advisors, Inc.**

Reported directly to the company president. Duties included identifying new development and investment opportunities, contract drafting and negotiations, lease drafting and negotiations, coordination of contract closings, land acquisition, interacting with landowners, attorneys, tenants, franchisors, building contractors, investment partners, suppliers and vendors, architects, obtaining site plan approvals and building permits, overseeing construction and tenant move ins, tracking lease obligations and rent increases. During this period I was responsible for the land acquisition, development and construction of the Fairfield Inn & Suites in Jupiter, the Hampton Inn & Suites in Ft. Lauderdale, the acquisition, renovation and leasing of three former Shoney's restaurants, the acquisition, renovation and leasing of twelve freestanding retail stores throughout Florida to Value Financial Services and the acquisition, syndication and disposition of eleven Farm Store gas stations throughout South Florida.

**June 1986-Present Real Estate Broker**

Licensed independent real estate broker specializing in the sale and leasing of commercial and investment real estate resulting in over \$70,000,000 in closed transactions. Duties included the analysis and presentation of commercial real estate investment opportunities to private investors nationwide. During this period I also purchased, renovated, leased, managed and sold over 50 single family residential properties for my own account in Palm Beach, Saint Lucie and Marion Counties.

For additional information please visit my profile on [Linkedin.com](https://www.linkedin.com/in/okolichany-ron-828152b/)

<https://www.linkedin.com/in/okolichany-ron-828152b/>

references available upon request.



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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME David J. Taylor Sr. HOME PHONE (561) 427-5750

ADDRESS 408 Gulf Rd. , N.P.B., FL 33408

OCCUPATION Senior Implementation Consultant Enterprise Systems BUSINESS PHONE (816) 256-2905

BUSINESS ADDRESS 9400 Ward Parkway Kansas City, MO 64114

E-MAIL ADDRESS (optional) dave@taylor212.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Associate degree in Computer Science / 15 tears Enterprise Asset Management in the Power Generation Industry

How long have you lived in North Palm Beach? 6 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Project Manager of the Men's Ministry at a prominent megachurch, overseeing a team of 400 volunteers. Responsible for organizing and leading a variety of impactful community outreach projects.

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 type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input checked="" type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board                 | <input type="checkbox"/> Waterways Board                       |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? No

Why are you interested in serving on this board? To contribute to enhancing the club's offerings and fostering a vibrant community for its members.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Advise the Council on community issues and activities. Provide input on country club policies, Serve as a liaison between the community and the country,

Offer suggestions to align programs, services, and capital upgrades with the lon-term goals of the country club.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

Signature \_\_\_\_\_ Date 03/10/2025

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## Project team



### Education

- Computer Science

### Certifications

- Maximo MIF certified
- SAFe 5 Certified
- IT Agile: SAFe Scrum Master (SSM Certification)
- Six Sigma Yellow Belt Certified
- NEXTERA Corporate Operational Excellence Certification

### Experience

- **<1 year** with 1898 & Co.
- **36 years** of experience

Visit my [LinkedIn](#) profile.



## David Taylor

### Senior Implementation Consultant

Dave is a Senior Implementation Consultant at 1898 & Co., part of Burns & McDonnell. He has over 36 years of experience implementing solutions in the domains of asset management, application architecture, software development, and technology infrastructure for Fortune 100 enterprises. identifies business process gaps and provides strategic guidelines to build scalable systems, optimize performance and provide clients with the ability to optimize productivity, enable resiliency, lower operational risk and meet regulatory compliance. Most recently, he has been key in advancing Maximo asset management solutions for the power generation and renewable energy utility industry.

### PRIOR EXPERIENCE

#### Project Manager / NEXTERA ENERGY RESOURCES LLC

Juno Beach, FL / 2009 to 2022

Direct and primary responsibility ensuring the analysis, documentation, quality assurance, and enhancement of new and existing Maximo system functionality through a demonstrated knowledge of systems, processes, products, and client specifications. Collaborate with business managers, sales, and research and development teams in defining project objectives, documentation, schedules, and priorities. Apply a thorough understanding of industry and government regulations. Engage clients in the development of system and functionality enhancements to meet evolving needs of clients and advances in technology, project management planning and execution. Served as primary point of contact for the design and launch of IBM Maximo Asset Management platform. Leveraged hands-on and subject matter expertise to define, analyze, and directly contribute recommendations for immediate and future system upgrades supporting 7 million assets throughout the company to improve efficiency and help reduce costs.

#### Key Initiatives and Deliverables:

Lead data conversion for \$27 million Maximo project  
Maximo on-prem to IBM Cloud working with IBM Cloud Delivery  
Maximo Oracle to DB2 database conversion  
Maximo 7.6.1.2 Upgrade  
Asset compatible unit estimates interface

#### Highlights:

- Led Maximo EAM system housing 7 Business units under 10 Organization supporting 269 Power generating sites across Wind, Solar, Fossil Fuel, Hydro and Storage for Power Generation as well as 5000 residential gas meters throughout South Florida. 10 Water Utility plants, Transmission lines, Well Heads, Fuels, Pipelines in Texas., Florida, South Dakota and Corporate Regulatory Compliance.
- Facilitated focus groups initiating first steps to migrate Maximo data to the cloud and leading the replication effort of Maximo DB to AWS cloud using the AWS Data Migration Service (DMS).
- Lead developer supporting and developing integration projects from Maximo to other pillar software such as SAP, Power Plant, Primavera used at NextEra Energy including integrations to on board all new and repowered generation plants.
- Maximo data conversion project leader. Developed a repeatable system to move data from legacy Work Management application to IBM's Maximo asset management software for over 100 Wind, Solar, Oil and Gas power generating plants. 100% of data was migrated to Maximo successfully in one fifth the allotted time.
- Provided Wind BI support and continued development for entire NextEra Energy wind fleet.
- Lead developer on the C# application for in house Power Generation Work Management System to SAP One integration. Successfully deployed the Reservation / Internal Order integration on time on budget.
- Designed and developed the first Wind Site Onboarding .Net C# web-based application which standardized the naming and hierarchy of the wind turbines at a site.

#### CEO / DATAPAC, INC.

Palm Beach Gardens, FL / 1989 - 1998

\$5 million Start Up Computer Company. Custom Software Development, Using C++, Clipper, LAN Configuration and Installation, negotiate hardware service contracts, Network/Hardware build and install and training services supporting these industries:

- Home Builders/Developers
- Perry Submarines
- Real Estate Offices
- Lawyers

#### Web Application Developer / DATATRON, INC.

Palm Beach Gardens, FL / 2005-2009

Design and develop a web-based application in .NET for delivering real time drill down reports for the banking service industry saving the company \$250,000 a year in shipping reports and surveys

#### Software Sales and Installation / COASTLINE, INC.

Palm Beach Gardens, FL / 1998- 2005

Software sales of various software products to Pratt & Whitney as well as Computer Installation and networking.

- Generated \$1.5 million in sales



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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Maricela Torres HOME PHONE \_\_\_\_\_

ADDRESS 374 Golfview Road, #304

OCCUPATION Executive Director BUSINESS PHONE (561) 529-6117

BUSINESS ADDRESS 723 39th Street, West Palm Beach, FL 33407

E-MAIL ADDRESS (optional) torresm1275@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Master of Science in Psychology, Bachelor of Science in Organizational Management

How long have you lived in North Palm Beach? 11 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Active on several boards: Neighborhood Renaissance, Historical Society of Palm Beach County, Palm Beach County Sports 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 *        |
| <u>3</u> <input type="checkbox"/> Environmental Committee     | <input type="checkbox"/> Planning Zoning and Adjustment Board * |
| <u>1</u> <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board              |
| <u>2</u> <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                        |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? I am interested in serving the North Palm Beach Community.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
Only what I have read on the Village website on each of the committees.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_  
I am passionate about serving my community, I am creative and solution driven.

Signature Maricela Torres Date March 5, 2025

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## **Maricela Torres**

**Maricela Torres** is the Executive Director and cofounder of Esperanza Community Center. A passionate advocate for education and community service, Maricela believes in the transformative power of education and the importance of volunteering to uplift others.

Born in Michoacán, Mexico, Maricela moved to the United States at age 10 with her mother and siblings. She grew up in Northern California, where she experienced the challenges faced by immigrant workers. As an undocumented teenager, she worked as a migrant laborer, picking grapes in California and cherries in Oregon. These early experiences shaped her deep commitment to advocating for the rights and needs of immigrant families.

In 1997, Maricela moved to Florida where she has remained a dedicated member of her community. As Executive Director of Esperanza Community Center, she leads the organization's day-to-day operations, oversees a variety of community-based programs, and fosters strong relationships with stakeholders. She also works tirelessly to raise funds that advance the organization's mission of supporting immigrant and underserved families.

Maricela serves on several influential boards, including Neighborhood Renaissance, a nonprofit dedicated to community development, and the Historical Society of Palm Beach County. She is also an active member of the Palm Beach County Sports Commission and regularly mentors high school students, offering guidance and support to the next generation of leaders.

Featured in prominent outlets such as Latino Rebels, The Sun Sentinel, and The Palm Beach Post, Maricela frequently shares her insights on community and immigration issues through local media channels like WPTV, WPBF, and WFLX.

She holds a Bachelor of Science in Organizational Management and a Master of Science in Psychology, both from Palm Beach Atlantic University.

## **Maricela Torres**

torresm1275@gmail.com | (561) 529-6117

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### Professional Experience

#### **Executive Legal Assistant to the General Counsel**

*Florida Crystals Corporation, West Palm Beach, FL*  
2008 – Present

- Provide high-level legal support to the General Counsel and Legal Department.
- Contribute to compliance initiatives and risk management strategies.
- Oversee the review and processing of all external invoices for the legal department, ensuring accuracy and resolving billing issues with external firms.
- Coordinate board notices, meetings, and materials, serving as the main contact for board members and senior leadership.
- Draft, review, and revise legal documents, contracts, and correspondence, ensuring compliance with corporate policies and legal standards.
- Assist in managing litigation, regulatory matters, and corporate governance.
- Cultivate and maintain strong relationships with internal teams, external partners, and legal vendors for streamlined operations.

#### **Account Manager**

*Frank Crystal & Co., Palm Beach, FL*  
2004 – 2008

- Managed and developed client relationships in the private insurance sector, ensuring customer satisfaction and retention.
- Provided personalized insurance solutions to clients and acted as their primary point of contact for inquiries and claims.
- Worked closely with underwriters to secure competitive rates for clients, improving their policy coverage and cost-efficiency.
- Collaborated with the sales team to identify new business opportunities and achieve company targets.

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### Leadership & Community Involvement

#### **Executive Director**

*Esperanza Community Center, Florida*  
2019 - Current

- Oversee operations, strategic planning, and program development for the Center.
- Foster partnerships with community organizations and local government to support immigrant families.
- Lead fundraising efforts, generating impactful resources for programs.
- Advocate for immigrant rights and community development through public speaking and media.
- Spearhead initiatives in youth empowerment, family advocacy, and education access.
- Shape the Center's mission and expand outreach to underserved communities.

Active board member of the Neighborhood Renaissance, a non-profit organization dedicated to fostering strong economies and diverse neighborhoods. In addition, serve on the board of the Historical Society of Palm Beach County, contributing to the preserving and celebrating local history. Passionate about mentoring, volunteers time as a student mentor, offering guidance and encouragement to high school

students. Appointed to the Palm Beach County Sports Commission in February 2025.

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## Media Recognition & Public Speaking

- Featured in **Latino Rebels**, **The Sun Sentinel**, and **The Palm Beach Post** for community leadership and immigration advocacy.
  - Regular commentator on local news stations **WPTV**, **WPBF**, and **WFLX**.
- 

## Education

### **Master of Science in Psychology**

*Palm Beach Atlantic University*

2015

### **Bachelor of Science in Organizational Management**

*Palm Beach Atlantic University*

2010

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## Skills & Expertise

- Legal Operations
  - Project Management
  - Strategic Fundraising
  - Non-profit Leadership
  - Stakeholder Engagement
  - Community Outreach & Advocacy
  - Public Relations & Media Relations
- 

## Languages

- English (Fluent)
- Spanish (Fluent)



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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Michelle Wallace HOME PHONE 561-644-3386

ADDRESS 641 Inlet Road, North Palm Beach FL 33408

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) wallaceml@bellsouth.net Resume attached? (optional) Yes  No

Brief Description of Education/Experience BA in Education

How long have you lived in North Palm Beach? entire life- 56 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Have chaired many fundraisers for national non-profits raising over 1 million. Organized and chaired several social events and served on the rules and guidelines committee for the tennis center. .

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.**

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board\*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? My family and I have enjoyed all aspects of the NPBCC. I want to help make it one of the best clubs in the state.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

This committee is responsible for enhancing the programs at the NPBCC. To ensure that all programs align with the club's mission, provide value to members, and maintain high standards of play, facilities and events.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

I have lived in NPB my entire life. Have been a member of the tennis club for over 10 years. Have been on a NPB tennis team for 10 years.

Signature Michelle Wallace Date March 14, 2025

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*\* Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

**\*Please Note\*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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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

OCCUPATION Sales BUSINESS PHONE (404) 597-8020

BUSINESS ADDRESS 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, General Business, University of Mississippi 1997

How long have you lived in North Palm Beach? 9yrs Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

Golf Advisory Board - May '19 - Jan '25

Do you currently serve on a Village Board? Yes  No  If yes, which one? GAB until disbanded

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 Zoning and Adjustment Board* |
| <input checked="" type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board                 | <input type="checkbox"/> Waterways Board                       |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? Assist in maximizing the club's potential by being a voice for families with young children.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? N/A

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
Restructure Golf Advisory Board for increased representation across all club facilities, and explore options for added community engagement through family activities & entertainment.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? We live on #8 fairway and our children have participated in swim, tennis, and golf programs. I believe I'm a good non-member representative for the neighborhood families.

Signature Landon K. Wells Date 3/5/25

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**\*Please Note\*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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**PLANNING, ZONING, &  
ADJUSTMENT BOARD APPLICANTS**



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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Cory Cross HOME PHONE 561-694-0646

ADDRESS 2560 Pepperwood Cir S

OCCUPATION Architect BUSINESS PHONE 561-281-0960

BUSINESS ADDRESS 2560 Pepperwood Cir. S

E-MAIL ADDRESS (optional) coryscross@bellsouth.net Resume attached? (optional) Yes  No

Brief Description of Education/Experience Architect since 1986

How long have you lived in North Palm Beach? 31 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. PZAB

Do you currently serve on a Village Board? Yes  No  If yes, which one? PZAB

**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 Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                        |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                  |

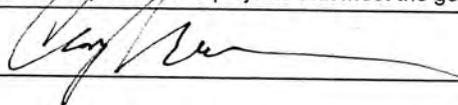
Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member?

Why are you interested in serving on this board? I am currently on this board and wish to continue.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
As an architect and planner I am interested in the use and form of our built environment. I would like to see the village retain its small town character while accomodating a limited amount of growth and a necessary amount of redevelopment.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_  
I will continue to advocate policies and projects that meet the goals set out in the village comprehensive plan.

Signature  Date 3/5/25

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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Jonathan Haigh HOME PHONE 561.951.0626

ADDRESS 401 Flotilla Rd, North Palm Beach, FL 33408

OCCUPATION Landscape Architect BUSINESS PHONE 561.840.0233

BUSINESS ADDRESS Kimley-Horn - 477 South Rosemary Ave, Suite 215 West Palm Beach FL 33401

E-MAIL ADDRESS (optional) jhaighasla@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Bachelor of Landscape Architecture, University of Arkansas (1995), Licensed Landscape Architect (FL#6666795)

How long have you lived in North Palm Beach? 18 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Past President, American Society of Landscape Architects, Florida Chapter.

Do you currently serve on a Village Board? Yes  No  If yes, which one? PZAB

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"/> <u>1</u> Planning Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                                 |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                           |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member?

Why are you interested in serving on this board? I feel that the Village is well-served with an experienced, licensed landscape architect on the PZAB.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Consider development applications for properties within the Village, review code and policy modifications related to planning and zoning / land development code issues. Review appeals for variances to the Village Code related to planning/zoning/development applications.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_  
I have been an active PZAB participant since 2017 and feel that having an experienced professional on the board is a benefit to the Village.

Signature  Date 3.4.25

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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Scott Hicks HOME PHONE 813-449-1352

ADDRESS 416 Westwind Drive

OCCUPATION Engineer BUSINESS PHONE 561-686-7707

BUSINESS ADDRESS 2056 Vista Parkway, Suite 100. West Palm Beach, FL

E-MAIL ADDRESS (optional) scottbhicks@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Professional Civil Engineer with 25+ years of experience

How long have you lived in North Palm Beach? 12 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Waterways Board 2004-2010  
NPB Planning Commission 2010-2012.

Do you currently serve on a Village Board? Yes  No  If yes, which one? PZAB

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 Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                        |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                  |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member?

Why are you interested in serving on this board? See additional page

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
See additional page

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

Signature Hicks, Scott Date 4/16/25

Digitally signed by Hicks, Scott  
Date: 2025.04.16 12:10:33 -0400

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**Why are you interested in serving on this board?**

I am committed to contributing to my community and believe that local service is tremendously importance. To this end, I have served on multiple boards throughout my residency in North Palm Beach, including the Waterways Board from 2004 to 2010, where I served as chair for two terms; the Planning Commission from 2010 to 2012. After 2012, I moved away from NPB but returned in late 2020 and since been serving on the Planning Zoning and Adjustment Board since 2021.

We are at a critical juncture for the Village as we strive to implement the comprehensive master plan and manage growth within the village. With over 25 years of experience as a licensed professional civil engineer in Florida, I'm hopeful that I can serve my community by contributing my expertise and experience to support the board's mission.

**What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?**

The Planning, Zoning, and Adjustment Board (PZAB) plays a crucial role in guiding the development and growth within the Village of North Palm Beach. As a board member, my primary responsibility is to assist the staff, Council, and residents by ensuring that all development adheres to the code of ordinances, aligns with the objectives of the master plan, and most importantly, meets the needs of the residents. My years of experience as a professional civil engineer, combined with my previous service on the Planning Commission from 2010 to 2012, and my current tenure on the PZAB since 2021, have equipped me with the knowledge and expertise to contribute effectively to the board's mission. I aim to continue fostering responsible development that respects the community's values and promotes sustainable growth.

By leveraging my technical expertise and understanding of local regulations, I will work diligently to review development proposals, provide informed recommendations, and facilitate transparent decision-making processes. My goal is to ensure that the Village of North Palm Beach continues to grow in a manner that enhances the quality of life for all its residents.



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2025

**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Timothy F. Hulihan HOME PHONE none

ADDRESS 840 Country Club Drive

OCCUPATION Architect BUSINESS PHONE (561) 301-4616

BUSINESS ADDRESS 649 U.S. Highway One, Suite 18

E-MAIL ADDRESS (optional) tfh\_architect@msn.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Please refer to original application from 2024. Copy attached.

How long have you lived in North Palm Beach? 30-years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Please refer to original application from 2024. Copy attached.

Do you currently serve on a Village Board? Yes  No  If yes, which one? PZAB

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
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board\*
- Recreation Advisory Board
- Waterways Board

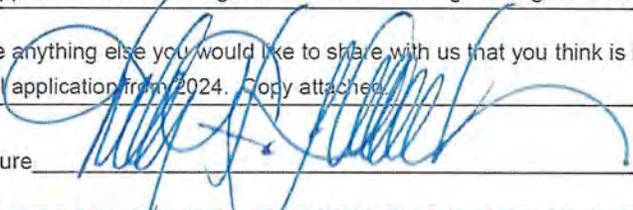
Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member?

Why are you interested in serving on this board? As an architect, 30-year resident I enjoy sharing my perspective on planning / design.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? \_\_\_\_\_

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
As a former member between 1998 and 2010 I formed a deep understanding of the role and responsibilities of a PZAB member. Guiding each application toward its highest benefit to our village through our Code of Ordinances is how I will continue to serve.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? Please refer to original application from 2024. Copy attached.

Signature  Date March 11, 2025

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2024

**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Timothy F. Hulihan HOME PHONE (561) 301-4616

ADDRESS 840 Country Club Drive

OCCUPATION Architect BUSINESS PHONE (561) 557-2607

BUSINESS ADDRESS 649 U.S. Highway One, Suite 18, NPB

E-MAIL ADDRESS (optional) tfh\_architect@msn.com

Resume attached? (optional) Yes  No  Brief Description of Education/Experience Masters of Arch. from  
Clemson University. Architect of Record NPB Public Safety and Village Hall Restoration. Florida licensed

architect and NPB business owner. Third generation PBC resident. Significant Historic Preservation Projects:

1. Old PBC Courthouse (c. 1915) 2. State Health Laboratory (c. 1921) 3. Ann Norton Sculpture Gardens (c. 1935)

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. Master Plan Host

Committee, Charter Review Committee, Golf Course Designer Selection Committee, Friends of  
MacBeach past-president, Planning Comm. 1998-2010 (Chair 2000-2007), Rec. Board. 2014-22

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.

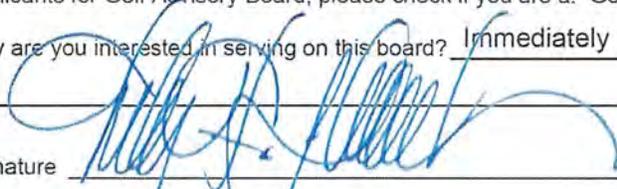
- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Commission \*
- Recreation Advisory Board
- Waterways Board

\* 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? Immediately

Signature  Date April 9, 2024

**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.



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 Carl Mistretta Jr. HOME PHONE 561 307 4060  
 ADDRESS 404 Inlet Rd NPB 33408  
 OCCUPATION CEO First Tee-FL Gold Coast BUSINESS PHONE 561 842 0066  
 BUSINESS ADDRESS 7301 N. Meverhill Rd Riviera Bch 33407  
 E-MAIL ADDRESS (optional) mistretta.carl@gmail.com Resume attached? (optional) Yes  No   
 Brief Description of Education/Experience Bachelors of Landscape Architecture/Real Estate  
 How long have you lived in North Palm Beach? 30 years Are you seasonal? Yes  No   
 Please list any current or prior experience as a volunteer on a board, committee, association, etc.  
Behind the scenes advise to golf committee  
 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 Zoning and Adjustment Board * |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                         |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                   |

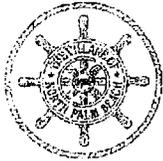
Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
 If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_  
 Why are you interested in serving on this board? So much development coming up, I can help  
 For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No  
 What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
7 members, meet once per month, local planning agency, can grant variances and adjudicate appeals, make recommendations, approve waivers + site plan reviews.  
 Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I worked for 2 years for a Martin County based land planning firm.  
 Signature [Signature] Date 3-29-25

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THE VILLAGE OF

# North Palm Beach

Office of the Village Clerk

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www.village-npb.org • npbclerk@village-npb.org

## APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Michael Kalisz HOME PHONE 561-863-8142

ADDRESS 661 Lakeside DR

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) kaliszml@comcast.net Resume attached? (optional) Yes  No

Brief Description of Education/Experience college and 35 yearsrs technical ezperience (planning and systems analyst)

How long have you lived in North Palm Beach? since 07/01/1997 Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

President of the Coral Cove at Oak Harbor (Juno Beach) HOA

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 Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                        |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                  |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No

If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? I like to be involved with my community

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? no

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Duties include developing and implementing plans, analyzing data, managing projects, and ensuring compliance with

regulations aimed at achieving organizational goals and addressing community needs

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

I'm passionate, energelic and I have time

Signature  Date 03-08-2025

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME DONALD SOLDAR HOME PHONE 561-626-2208
ADDRESS 100 LAKESHORE DR. APT L-10 NORTH PALM BEACH FL 33408
OCCUPATION EXECUTIVE VICE PRESIDENT NYSE (RETIREE) BUSINESS PHONE N/A

BUSINESS ADDRESS N/A
E-MAIL ADDRESS (optional) dsoldar@yahoo.com Resume attached? (optional) Yes [ ] No [X]

Brief Description of Education/Experience BA AMERICAN UNIVERSITY; AMP HARVARD UNIV BUSINESS SCHOOL
How long have you lived in North Palm Beach? 25 YEARS Are you seasonal? Yes [ ] No [X]

Please list any current or prior experience as a volunteer on a board, committee, association, etc. PZAB;
MACARTHUR BEACH STATE PARK; LAKE POINT TOWER CONDO ASSN; OLD POINT OF P.O.A.

Do you currently serve on a Village Board? Yes [X] No [ ] If yes, which one? PZAB

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
Country Club Advisory Board
Library Advisory Board
General Employees Pension Board
Police and Fire Pension Board
[X] Planning Zoning and Adjustment Board\* (PZAB)
Recreation Advisory Board
Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes [ ] No [X]
If yes please check which type of membership you hold: Golf [ ] Pool [ ] Tennis [ ] Are you a WGA Member? [ ]

Why are you interested in serving on this board? I CAN PROVIDE INDEPENDANT AND LONG TERM VALUE TO THE Council AS A YEAR ROUND FULL TIME RESIDENT.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? [ ]

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?
PZAB MAKES RECOMMENDATIONS TO THE Village Council on APPLICANTS TO OR CHANGED OF VARIOUS REGULATIONS. PZAB ALSO INDEPENDENTLY CONSIDERS APPLICATION FROM RESIDENTS AND/W

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position?
I LIVE IN A CONDOMINIUM AND HAVE PROVIDED LEADERSHIP AS BOARD PRESIDENT. I AM ALSO PAST CHAIRMAN OF THE PZAB.
Signature Donald Solder Date 3-5-2025

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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Jonathan W. Sorenson HOME PHONE 561-386-4828

ADDRESS 412 Westwind Dr.

OCCUPATION Commercial Real Estate BUSINESS PHONE 561-429-2989

BUSINESS ADDRESS 11300 US HWY 1, 33408

E-MAIL ADDRESS (optional) jonathansorenson2014@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience MS awarded in 2021 for Boise State University. Extensive Military education and leadership training. Many years in Govt and Private Real Estate

How long have you lived in North Palm Beach? 6 Months Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I currently serve as the President of the board for a Home Owners Association in Vero Beach. I represent the developer of the community.

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              | <u>1</u> <input type="checkbox"/> Planning Zoning and Adjustment Board* |
| <u>3</u> <input type="checkbox"/> Country Club Advisory Board | <u>2</u> <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board               | <input type="checkbox"/> Waterways Board                                |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? These boards and committees are essential to the functionality of the local Government. I love the community and want to serve.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? Not in person, but watch Online

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
The PZAB is an essential board that has direct impact on the growth and development of the Village. This is accomplished through the granting of variances and acting as the Local Planning Agency. They also provide recommendations to the council to amend or supplement zoning regulation.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I have extensive and unique experience through commercial real estate in the North Palm Beach area as well as my experience in Governmental Real Estate.

Signature  Date 10 March 2025

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# JONATHAN W. SORENSON

---

561-386-4828

jonathansorensen2014@gmail.com

412 Westwind Dr.  
North Palm Beach FL  
33408

## PROFILE

I am a highly motivated self starter who loves applying a thoughtful and analytical approach to solve a variety of problems. I am able to relay on my experience as an enlisted NCO and leverage that knowledge to best serve the men I lead.

## EXPERIENCE

### **Operations Manager, Lost Tree Village Management — 2022-Current**

Oversee daily operations of 500,000+ SQFT of Class A commercial space. Supervise and direct a maintenance team to ensure tenant and contractor concerns are addressed in a timely manner.

Review and implement yearly operating budget for multiple properties, with an average individual operating budget of \$1,000,000+.

### **Tank Platoon Leader, A CO 2-116 — 2021-2023**

Platoon Leader during a forward mobilization in support of Operation Spartan Shield, Kuwait.

Led Platoon through multiple CALFEX and Platoon gunneries resulting in the best overall score in the Company.

Was consistently sought after to provide expertise and guidance regarding administrative tasks, tactics, and operational planning consideration.

### **Real Property Manager, Idaho Military Division — 2018-2021**

Established new policies and procedures while vetting current process that increased overall efficiency and generated an approximate 10% increase in "Plant Replacement Value" directly increasing the amount of sustainment money received.

Provided unique solutions to complex problems as it related to data management, accurate reporting, and land acquisition.

Coordinated with multiple government agencies regarding land acquisitions, use permits, and Rights of Way to include: BLM, US Forrest Service, Department of Defense (Joint Chiefs of Staff), Idaho Department of Lands, and Idaho Transportation Department.

### **Project Officer (DP58 - Land Acquisition), Idaho Military Division — 2019-2020**

Served as the lead project officer to acquire 30,000 acres to be used as Heavy Maneuver land as a part of the Orchard Combat Training Center.

Worked with National Guard Bureau and the Office of Joints Chiefs of Staff to complete required documents for a land moratorium waiver package.

Establish procedures, process, and documents necessary for the submission of a moratorium waiver.

#### **CIVILIAN EDUCATION**

**Boise State University — MS Athletic Leadership 2021**

**Boise State University — BS Health Science w/ Business Certificate 2016**

**United States Military Academy at West Point NY — 2010-2011**

#### **MILITARY EDUCATION**

**Armor Basic Officer Leader Course — 2022**

**Tank Commander Certification Course — 2021**

**Technical Transportation of HAZMAT — 2019**

**Master Fitness Trainer Phase 1 — 2019**

**Basic Leader Course — 2018**

**19K MOS-T — 2016**

**19D One Station Unit Training — 2015**



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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME DAVE TERRANA HOME PHONE 561-262-1406  
 ADDRESS 400 QUADRANT RD  
 OCCUPATION DISTRICT CAPTAIN / SWAT MEDIC BUSINESS PHONE 561-799-4300  
 BUSINESS ADDRESS 10500 N MILITARY TRAIL  
 E-MAIL ADDRESS (optional) DAIMEDIC@GMAIL.COM Resume attached? (optional) Yes  No   
 Brief Description of Education/Experience FIRE FIGHTER / PARAMEDIC / POLICE OFFICER  
 How long have you lived in North Palm Beach? 17 YEARS Are you seasonal? Yes  No   
 Please list any current or prior experience as a volunteer on a board, committee, association, etc.  
IAFF UNION PRESIDENT LOCAL 5470  
 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.

- |                                      |                                                                                     |
|--------------------------------------|-------------------------------------------------------------------------------------|
| <u>6</u> Audit Committee             | ___ General Employees Pension Board *                                               |
| <u>4</u> Business Advisory Board     | ___ Police and Fire Pension Board *                                                 |
| <u>5</u> Environmental Committee     | <u>1</u> <input checked="" type="checkbox"/> Planning Zoning and Adjustment Board * |
| <u>3</u> Country Club Advisory Board | ___ Recreation Advisory Board                                                       |
| ___ Library Advisory Board           | <u>2</u> Waterways Board                                                            |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
 If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? TO INVEST AND GIVE BACK TO MY COMMUNITY  
 For new applicants only: Have you attended any meetings of the board or committee for which you are applying? NO  
 What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?  
PZAB HELPS IN DEVELOPING PROJECTS IN THE VILLAGE  
I WOULD BE OPEN MINDED AND MAKE RESEARCHED BASED DECISIONS

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position?  
I AM VERY PASSIONATE ABOUT MY VILLAGE  
 Signature [Signature] Date 4-8-25

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# David A. Terrana Jr

## OBJECTIVE

Achieve promotion to District Captain

## REFERENCES

Available upon request

## ADDRESS

400 Quadrant Road  
North Palm Beach, Florida  
33408

## PHONE

561.262.1406

## EMAIL

Dterrana@pbgfl.com

## AWARDS

Paramedic of The Year 2017  
State of Florida Paramedic of  
The Year 2017

## EXPERIENCE

---

MARCH 2020 - PRESENT  
Fire Captain

JULY 2016 - PRESENT

SWAT MEDIC

MAY 2017- MARCH 2020  
Rescue Lieutenant

AUGUST 2003 - MAY 2017  
Lead Medic / Fire Medic

## EDUCATION

---

K-9 Medic

VMR Ops and Tech 2024

Structural Collapse 2023

IAFF PEER Team Member 2022

CONTOMS Advanced 2019

CONTOMS Basic 2018

ICS-300 2018

Fire Officer 2 courses 2018

PBGPD

Rope Ops and Tech 2017

TCCC 2017

Fire Officer 1 courses 2016

Palm Beach State Reserve Police Academy 2016

Broward College Paramedic 2002

Broward Fire Academy 2001

Palm Beach State College EMT 2000

Palm Beach State College 1999 (two classes from AA in EMS)

Jupiter High School Diploma 1998

## **COMMITTIES**

---

EMS Competition Team

R&D Committee

PEER Team member

## **GOALS**

---

Finish AA (estimated completion early 2025)

Continue being PBGFR'S biggest Champion

Complete Bachelor's Degree (2025-2026)



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### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Claudia Visconti HOME PHONE 5619141954

ADDRESS 528 Corsair Drive

OCCUPATION Landscape Architect BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS 140 royal palm way - suite 206- palm beach fl 33480

E-MAIL ADDRESS (optional) clavisconti@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience bachelors and masters of landscape architecture + 15 years practicing/ firm owner

How long have you lived in North Palm Beach? 1 year Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

The Town of Palm Beach Architectural Review Board (ARCOM)

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 Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board                        |
| <input type="checkbox"/> Library Advisory Board      | <input type="checkbox"/> Waterways Board                                  |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? As a landscape architect and designer, I am passionate about the built environment and how zoning codes and regulations go into play for that, as well as how it shapes the Village \_\_\_\_\_

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? yes

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

The PZ board is in charge of over seeing the code and ordnances of the Village and how those are applied to projects.

I am very well versed in code and interpreting it in a way that is sensitive to the vernacular of a community

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? \_\_\_\_\_

I am passionate about my community and about design and regulations and also forward thinking in my approaches

Signature \_\_\_\_\_ Date 03/27/2025

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**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: April 24, 2025

SUBJECT: **RESOLUTION** – Appointing members to the Country Club Advisory Board and Planning, Zoning, and Adjustment Board

---

In accordance with Chapter 2, Article 1 of the Village Code of Ordinances, the Village Council may appoint residents as members of its Boards to serve at the pleasure of the Council.

There are 7 volunteer positions on the Country Club Advisory Board and 5 volunteer positions on the Planning, Zoning and Adjustment Board to be filled; appointees will serve 2 or 3 year terms, depending on the Board. Requests for volunteers were advertised in the Village Newsletter, on the Village website, and on social media. The Village Clerk received 11 applications for the Country Club Advisory Board and 10 applications for the Planning, Zoning and Adjustment Board.

The *2025 Advisory Board Applicants Report* is attached for Council consideration. The report details the positions to be filled and applicants requesting appointment. The term of appointment varies, depending on the Board, and the Village Council may modify the duration of a member's term at the time of appointment in order to provide for staggered terms.

Applicants will have the opportunity to introduce themselves to Council and Council will have the opportunity to ask the applicants questions during Item 6A, *Statements from the Public*. The introductions will be followed by the selection of members and approval of the resolution.

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

There is no fiscal impact.

**Recommendation:**

**Village Administration recommends Council consideration of the applicants, selection of board members by ballot, and adoption of the proposed Resolution.**

**RESOLUTION 2025-\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE COUNTRY CLUB ADVISORY BOARD, AND PLANNING, ZONING AND ADJUSTMENT BOARD; 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 appoint Village residents to serve on the Village Country Club Advisory Board, and Planning, Zoning and Adjustment 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 appointed to various Village Boards and Committees for the terms commencing May 1, 2025 and expiring as indicated below:

COUNTRY CLUB ADVISORY BOARD

_____	April 30, 2028
_____	April 30, 2028
_____	April 30, 2028
_____	April 30, 2027

PLANNING, ZONING AND ADJUSTMENT BOARD

_____	April 30, 2027

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members appointed above.

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

PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF APRIL, 2025

(Village Seal)

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MAYOR

ATTEST:

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VILLAGE CLERK

2024 Annual Audit Report submitted to Council April 24, 2025

To: Village Council of North Palm Beach

From: Marie Silvani, Chairperson – NPB Audit Committee

Re: Annual Report Requirement – NPB Ordinance 06-2004, Section 4, Paragraph 4

Council Members:

This report is submitted in compliance with the subject ordinance.

Committee Members

Daryl Aubrey, Allen Kramer, Dave Talley, and Marie Silvani

Activity: The committee has held four meetings during the months of May 2024 through April 2025.

We would like to extend our compliments to Mr. Terry Morton of Nowlen, Holt etal our Village Auditor, who continues to provide excellent service. This year’s Annual Comprehensive Financial Report has been provided on time and presents an accurate analysis of the financial condition of the Village. We would also like to extend our compliments to Samia Janjua, Deputy Village Manager, Erica Ramirez, Finance Director and their staff, for again being awarded the Certificate of Achievement of Excellence in Financial Report award. The Village has received this award consecutively since 1988. The Village also received the Distinguished Budget Presentation Award and has continued to receive this award annually since 2010.

One of the responsibilities of the Audit Committee is the continued review of our managed funds with PFM. Our policy dictates a very prudent investment strategy. The investments currently consist of short-term bonds.

With the January meeting, the committee began to prepare for the Village draft audit completed by Terry Morton. Terry presented the draft to the Audit Committee on March 12 and the Village Council on March 13th. The report is extensive and available online to the public.

In conclusion, the Audit Committee would like to thank the Council and the Village Staff for the privilege of being able to serve and contribute to the financial stability of the Village.

FOR THE COMMITTEE

Marie Silvani, Chair

Copy Village Council  
Audit Committee  
Chuck Huff  
Samia Janjua  
Jessica Green

**VILLAGE OF NORTH PALM BEACH  
BUILDING & ZONING DEPARTMENT**

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Valentino Perez, Building Director  
DATE: April 24, 2025  
SUBJECT: **RESOLUTION – Approving a Third Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the compensation for Fiscal Year 2025 to \$150,000.**

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In July 2023, the Village issued a solicitation for general planning services on an as-needed basis. Chen Moore & Associates, Inc. (“Chen Moore”) was among the selected firms. On August 24, 2023, the Village executed a Professional Services Agreement with Chen Moore, capping total compensation at \$50,000 per fiscal year.

On January 11, 2024, the Village Council approved an amendment to increase Fiscal Year 2024 compensation from \$50,000 to \$80,000 to cover the cost of Chen Moore’s preparation of the Village’s Evaluation and Appraisal Report for its Comprehensive Plan.

In July 2024, the Village Council approved a Second Amendment to further increase Fiscal Year 2024 compensation to \$125,000, enabling the use of a planner to review building permits for zoning regulations and scope of services.

Since February 2025, the Village has required additional services from Chen Moore due to organizational and departmental restructuring. Chen Moore has provided a senior planner to review planning applications and assist with Planning, Zoning and Adjustment Board preparation and attendance. Additionally, they have supplied a planner for building permit zoning reviews and Business Tax Receipt (BTR) evaluations. Other tasks include assisting staff with the integration of planning applications into the Village’s MGO software.

To accommodate these expanded services, staff is requesting approval of a Third Amendment to the Professional Services Agreement, increasing Fiscal Year 2025 compensation to \$150,000. This amount will cover planning services for permit reviews, BTR evaluations, development applications, board preparation and attendance, and MGO software implementation under the Planning and Zoning Professional Services line item. If a budget amendment is required, it will be addressed at year-end.

The attached Resolution and Third Amendment have been reviewed and approved by the Village Attorney for legal sufficiency.

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Building & Zoning / Planning	A5206-33190	Professional Services	\$150,000

**Recommendation:**

**Village Staff recommends Village Council consideration and approval of the attached Resolution approving a Third Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total compensation for Fiscal Year 2025 from \$50,000 to \$150,000 with funds expended from Account No. A5206-33190 (Planning – Professional Services) and authorizing the Village Manager to execute the Amendment in accordance with Village policies and procedures.**

## RESOLUTION 2025-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2025 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with six firms, including Chen Moore & Associates, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2024-01, the Village Council approved an Amendment to the Agreement with Chen Moore to increase the total amount of compensation for Fiscal Year 2024 to \$80,000; and

WHEREAS, through the adoption of Resolution No. 2024-60, the Village Council approved a Second Amendment to the Agreement with Chen Moore to again increase the total amount of compensation for Fiscal Year 2024 to \$125,000; and

WHEREAS, due to additional work performed by Chen Moore for interim planning services because of organizational and departmental restructuring, Village Staff is seeking an increase to the compensation paid during Fiscal Year 2025 to \$150,000, necessitating a Third Amendment to the Agreement; and

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

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

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

Section 2. The Village Council hereby approves a Third Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation during Fiscal Year 2025 to \$150,000.00, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Third Amendment 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 \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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VILLAGE CLERK

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS THIRD AMENDMENT is entered on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, on August 24, 2023, the Village entered into a Professional Services Agreement with Chen Moore & Associates, Inc. (“Chen Moore”) for general Planning Services (“Agreement”) and capped the total amount of compensation at \$50,000 per fiscal year; and

**WHEREAS**, on January 11, 2024, the Village executed an Amendment to the Agreement to increase the total amount of compensation payable for Fiscal Year 2024 to \$80,000; and

**WHEREAS**, on July 18, 2024, the Village executed a Second Amendment to the Agreement to increase the amount of compensation payable for Fiscal Year 2024 to \$125,000; and

**WHEREAS**, due to additional work performed by Chen Moore for interim planning services because of organizational and departmental restructuring, the parties wish to increase the total amount of compensation for Fiscal Year 2025 to cover the cost of this additional work.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2025 to **One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00)**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: \_\_\_\_\_  
Charles D. Huff, Village Manager

**CONSULTANT:**

**CHEN MOORE & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Print Name:  
Title:

## RESOLUTION 2024-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with six firms, including Chen Moore & Associates, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, the Village is required to update its Comprehensive Plan, and Village Staff recommended retaining the services of Chen Moore to prepare the updates at a total cost of \$80,000; and

WHEREAS, these services require both an increase in the total compensation payable by the Village to Chen Moore & Associates, Inc. during Fiscal Year 2024 and a corresponding Amendment to the Agreement; and

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

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

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

Section 2. The Village Council hereby approves an Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation during Fiscal Year 2024, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment during Fiscal Year 2024 shall not exceed \$80,000.00.

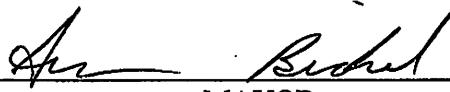
Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS 11<sup>TH</sup> DAY OF JANUARY, 2024.



ATTEST: ★

  
MAYOR

  
VILLAGE CLERK

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS AMENDMENT is entered on this 11th day of January, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, on August 24, 2023, the Village entered into a Professional Services Agreement with Chen Moore & Associates, Inc. (“Chen Moore”) for general Planning Services (“Agreement”); and

**WHEREAS**, the Agreement capped the total amount of compensation at \$50,000 per fiscal year; and

**WHEREAS**, due to work that will be performed by Chen Moore relating to Amendments to the Village’s Comprehensive Plan, the parties wish to increase the total amount of compensation to cover the cost of the anticipated cost of the Comprehensive Plan Amendments and related tasks.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2024 to **Eighty Thousand Dollars and No Cents (\$80,000.00)**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

DocuSigned by:  
*Chuck Huff*  
By: \_\_\_\_\_  
Charles D. Huff, Village Manager

**CONSULTANT:**

**CHEN MOORE & ASSOCIATES, INC.**  
DocuSigned by:  
*Jose L. Acosta*  
By: \_\_\_\_\_  
Print Name: Jose L. Acosta  
Title: Executive Vice President

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.  
Attn: Nilsa Zacarias, AICP  
500 Australian Avenue South, Suite 850  
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: \_\_\_\_\_  
DocuSigned by:  
*Chuck Huff*  
8E231351D0684D3  
Charles D. Huff, Village Manager

**CONSULTANT:  
CHEN MOORE & ASSOCIATES, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*Cristobal Betancourt*  
179CBC4A1F0543D...  
Print Name: Cristobal Betancourt  
Title: Vice President

## SCHEDULE OF FEES

POSITION	HOURLY RATE
President	\$450
Principal	\$350
Principal Engineer	\$240 ✓
Senior Engineer	\$200
Project Engineer	\$140
Associate Engineer	\$120
Engineer	\$110
Principal Landscape Architect	\$220
Senior Landscape Architect	\$150
Project Landscape Architect	\$120
Associate Landscape Architect	\$110
Landscape Designer	\$110
Principal Planner	\$230 ✓
Senior Planner	\$120 ✓
Project Planner	\$90
Associate Planner	\$75 ✓
Senior Environmental Scientist	\$150
Senior Designer	\$150
Designer	\$110
Senior Technician	\$100
Technician	\$95
Senior Construction Specialist	\$140
Construction Specialist	\$95
Administrative Staff	\$85
Intern	\$65

## RESOLUTION 2024-60

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with six firms, including Chen Moore & Associates, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2024-01, the Village Council approved an Amendment to the Agreement with Chen Moore to increase the total amount of compensation for Fiscal Year 2024 to \$80,000; and

WHEREAS, due to additional work performed by Chen Moore relating to the EAR Amendments to the Village's Comprehensive Plan and the provision of interim planning services, Village Staff is seeking an additional increase to the compensation paid during Fiscal Year 2024 to \$125,000, necessitating a Second Amendment to the Agreement; and

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

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

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

Section 2. The Village Council hereby approves a Second Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation during Fiscal Year 2024 to \$125,000.00, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Second Amendment 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 18<sup>TH</sup> DAY OF JULY, 2024.



  
VILLAGE CLERK

  
MAYOR

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS SECOND AMENDMENT is entered on this 18th day of July, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, on August 24, 2023, the Village entered into a Professional Services Agreement with Chen Moore & Associates, Inc. (“Chen Moore”) for general Planning Services (“Agreement”) and capped the total amount of compensation at \$50,000 per fiscal year; and

**WHEREAS**, on January 11, 2024, the Village executed an Amendment to the Agreement to increase the total amount of compensation payable for Fiscal Year 2024 to \$80,000; and

**WHEREAS**, due to additional work performed by Chen Moore relating to Amendments to the Village’s Comprehensive Plan and the provision of interim planning services, the parties wish to again increase the total amount of compensation to cover the cost of this additional work.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2024 to **One Hundred and Twenty-Five Thousand Dollars and No Cents (\$125,000.00)**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: DocuSigned by:  
*Chuck Huff*  
5E231351D0684D3  
Charles D. Huff, Village Manager

**CONSULTANT:**

**CHEN MOORE & ASSOCIATES, INC.**

By: *Jose L. Acosta*  
C33210868271441  
Print Name: Jose L. Acosta  
Title: Executive Vice President

## RESOLUTION 2023-65

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS FROM SELECTED FIRMS TO PROVIDE GENERAL PLANNING SERVICES TO THE VILLAGE ON AN AS NEEDED BASIS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE PROFESSIONAL SERVICES CONSULTING AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals (“RFP”) for General Planning Services, which shall include, but not be limited to: Zoning Code text amendments; Comprehensive Plan Amendments; Planning Studies; Development Application review; Architectural Services; Traffic Engineering Services; LEED and Sustainability Services; Graphic Design Services; Economic Development Planning Services; and Landscape Design Plan Review and Inspection Services; and

WHEREAS, the Village received seven proposals in response to the RFP, and the Selection Committee recommended executing non-exclusive Professional Services Consulting Agreements with six of the firms; and

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

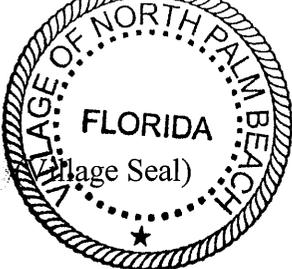
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing “whereas” clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby accepts the Proposals for General Planning Services submitted by the following firms: Chen Moore and Associates, Inc.; WGI, Inc.; JMorton Planning & Landscape Architecture, Inc.; Calvin, Giordano & Associates, Inc.; Marlin Engineering, Inc.; and Inspire Placemaking Collective, Inc. The Village Council further authorizes the Village Manager to execute five (5) year non-exclusive Professional Services Consulting Agreements with each of the firms in an amount not to exceed \$50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

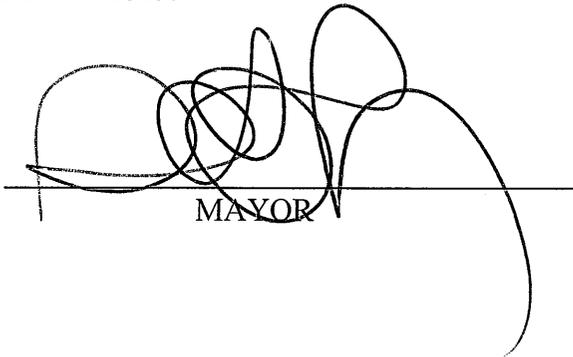
Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF AUGUST 2023.



ATTEST:

  
DEPUTY VILLAGE CLERK

  
MAYOR

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Inspire Placemaking Collective, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Inspire Placemaking Collective, Inc.  
Attn: George Kramer, President  
4767 New Broad Street  
Orlando, FL 32814

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: \_\_\_\_\_  
DocuSigned by:  
*Chuck Huff*  
5E231351D0684D3...  
Charles D. Huff, Village Manager

**CONSULTANT:  
INSPIRE PLACEMAKING COLLECTIVE, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*George Kramer*  
C3E9DFBF167B4D3...

Print Name: George Kramer  
Title: President

**EXHIBIT "A"**


**Inspire**

PLANNING AND COLLECTIVE

**2023 Bill Rates**

<b>Employee Name</b>	<b>Job Title</b>	<b>Hourly Bill Rate</b>
Addington, Robert	Planner	\$ 95.00
An, SooBin	Intern	\$ 75.00
Anderson, Erin	Intern	\$ 75.00
Bredfeldt, Erik	Director of Economic Development	\$ 200.00
Canary, Laura	Senior Planner	\$ 165.00
Castro, Gabriela	Planner	\$ 140.00
Del Monte, Leslie	Project Manager	\$ 190.00
Dougherty, Christopher R.	Principal	\$ 200.00
Gould, Sarah Sinatra	Principal	\$ 200.00
Hill, Nickolas	Planner	\$ 140.00
Jones, Lainie	Graphic Designer	\$ 95.00
Kahnle, Mike	Principal Landscape Architect	\$ 200.00
Kramer, George	Principal	\$ 250.00
Martin, Katie	Planner	\$ 135.00
McKibben, Hunter	Senior Landscape Architect	\$ 165.00
Moise, Deandrea	Senior Planner	\$ 145.00
Peterson, Kyle	Landscape Designer	\$ 100.00
Raasch, Eric	Principal	\$ 200.00
Schaefer, Em	Senior Graphic Designer	\$ 150.00
Schulman, Rachael	Graphic Designer	\$ 95.00
Sicilia, Claudia	Urban Designer	\$ 130.00
Tyjeski, Patricia A.	Principal	\$ 200.00

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **JMorton Planning & Landscape Architecture, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

JMorton Planning & Landscape Architecture, Inc.  
Attn: Jennifer L. Morton, President  
3910 RCA Boulevard, Suite 1015  
Palm Beach Gardens, FL 33410

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

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- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

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IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: \_\_\_\_\_  
DocuSigned by:  
*Chuck Huff*  
5E231351D0684D3  
Charles D. Huff, Village Manager

**CONSULTANT:  
JMORTON PLANNING & LANDSCAPE  
ARCHITECTURE, INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*Jennifer L. Morton*  
D7970E7D79B84CD...

Print Name: Jennifer L. Morton  
Title: President

**EXHIBIT "A"**

General Planning Services  
Village of North Palm Beach

Position	Hourly Rate
Principal	\$200
Project Manager	\$150
Senior Planner	\$150
Senior Landscape Architect	\$150
Urban Designer	\$150
Planner	\$125
Landscape Architect	\$125
Inspector (Zoning & Landscape)	\$125
GIS Specialist	\$125
CADD/Technician	\$125
Planning Technician	\$125
Clerical/Administrative	\$75

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Marlin Engineering, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

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**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

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a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Marlin Engineering, Inc.  
Attn: Walter Keller, PE, AICP  
10415 Riverside Drive, Suite 101  
Palm Beach Gardens, FL 33410

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: DocuSigned by:  
Charles D. Huff  
Charles D. Huff, Village Manager

**CONSULTANT:  
MARLIN ENGINEERING, INC.**

By: DocuSigned by:  
Jeffrey Weidner

Print Name: Jeffrey Weidner  
Title: Vice President

**EXHIBIT "A"**

**SCHEDULE OF FEES**

**MARLIN ENGINEERING, INC. (Prime Consultant)**

<b>POSITION</b>	<b>HOURLY RATE</b>
Project Manager/Chief Planner - Walter Keller, PE, AICP	\$231.00
Assistant Project Manager/Strategic Planner - Christina Fermin, AICP	\$173.00
Strategic Planner - Kathryn Marinace, MURP	\$113.00
Senior Traffic Engineer - Myra Patino, PE, PMP	\$214.00
Project Engineer - Rafael Lagos, PE	\$204.00
Senior Designer - Tara Lee-Thompson	\$120.00
GIS Specialist - Harold Pantaleon	\$135.00

**GALLO HERBERT ARCHITECTS, INC. (Subconsultant)**

<b>POSITION</b>	<b>HOURLY RATE</b>
Chief Architect - Brian Herbert, AIA, LEED AP	\$200.00

**DAVDSON DESIGN STUDIO, INC. (Subconsultant)**

<b>POSITION</b>	<b>HOURLY RATE</b>
Chief Landscape Architect - Scott Davidson, RLA	\$200.00

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24<sup>th</sup> day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **WGI, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

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Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
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b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

WGI, Inc.  
Attn: Angela Biagi, Contract Manager  
2035 Vista Parkway  
West Palm Beach, FL 33411

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: DocuSigned by:  
Chuck Huff  
5E231351D9084D3...  
Charles D. Huff, Village Manager

**CONSULTANT:  
WGI, INC.**

By: DocuSigned by:  
Angela Biagi  
680FB23E6AE5486...

Print Name: Angela Biagi  
Title: Contract Manager

**EXHIBIT "A"**

**SECTION 6: COST DETAIL**

**Schedule of Fees**

**SCHEDULE OF FEES**

PLANNING SERVICES	
Executive Planner	\$325.00
Chief Planner	\$250.00
Principal Planner	\$210.00
Senior Project Manager	\$208.00
Project Manager	\$175.00
Senior Planner	\$150.00
Planner	\$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$265.00
Senior Project Manager	\$210.00
Project Manager	\$175.00
Senior Landscape Architect	\$170.00
Landscape Architect	\$185.00
Senior Designer	\$150.00
Designer	\$115.00
Entry Level Designer	\$100.00

ENGINEERING SERVICES	
Executive Engineer	\$345.00
Chief Engineer	\$335.00
Principal Engineer	\$300.00
Senior Project Manager	\$300.00
Project Manager	\$235.00
Senior Engineer 2	\$275.00
Senior Engineer 1	\$245.00
Engineer 2	\$215.00
Engineer 1	\$195.00
Senior Engineer Intern	\$150.00
Engineer Intern	\$135.00

ARCHITECTURAL SERVICES	
Principal Architect	\$300.00
Senior Project Manager	\$280.00
Project Manager	\$215.00
Senior Architect	\$250.00
Project Architect	\$200.00
Architect	\$170.00
Senior Consulting Architect	\$150.00
Graduate Architect	\$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$425.00
GIS Technician	\$115.00
Administrative Assistant	\$120.00
Intern	\$85.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$0.10
Copies, Color (each)	\$1.00
Plots, Black & White (each)	\$2.00
Plots, Color (each)	\$15.00
MyLars (each)	\$70.00
Forum Core Presentation Boards (each)	\$7.50
All Third-Party Expenses	Cost Plus 15%



**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION.**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

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**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.  
Attn: Nilsa Zacarias, AICP  
500 Australian Avenue South, Suite 850  
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By: DocuSigned by:  
Chuck Huff  
8E231351D0684D3  
Charles D. Huff, Village Manager

**CONSULTANT:  
CHEN MOORE & ASSOCIATES, INC.**

By: DocuSigned by:  
Cristobal Betancourt  
179CBC4A1F0543D...  
Print Name: Cristobal Betancourt  
Title: Vice President

**EXHIBIT "A"****SCHEDULE OF FEES**

<b>POSITION</b>	<b>HOURLY RATE</b>
President	\$450
Principal	\$350
Principal Engineer	\$240 ✓
Senior Engineer	\$200
Project Engineer	\$140
Associate Engineer	\$120
Engineer	\$110
Principal Landscape Architect	\$220
Senior Landscape Architect	\$150
Project Landscape Architect	\$120
Associate Landscape Architect	\$110
Landscape Designer	\$110
Principal Planner	\$230 ✓
Senior Planner	\$120 ✓
Project Planner	\$90
Associate Planner	\$75 ✓
Senior Environmental Scientist	\$150
Senior Designer	\$150
Designer	\$110
Senior Technician	\$100
Technician	\$95
Senior Construction Specialist	\$140
Construction Specialist	\$95
Administrative Staff	\$85
Intern	\$65

**PROFESSIONAL SERVICES AGREEMENT**  
**(Planning Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Calvin, Giordano & Associates, Inc.**, a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

**WHEREAS**, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION.** The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

## **SECTION 5: COMPENSATION**

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.**

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from third-party liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

**SECTION 10: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

**SECTION 11: INSURANCE.**

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker’s Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

**SECTION 12: SUCCESSORS AND ASSIGNS.** The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable. Written consent shall not be unreasonably withheld or delayed.

**SECTION 13: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL.** As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant 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 the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Calvin, Giordano & Associates, Inc.  
Attn: James Hickey, AICP  
580 Village Boulevard, Suite 325  
West Palm Beach, FL 33409

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The Village and the Consultant agree that this Agreement 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 Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority

and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

**SECTION 34: NO THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

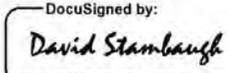
**SECTION 35: E-VERIFY.** The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

**VILLAGE OF NORTH PALM BEACH:**

By:   
Charles D. Huff, Village Manager

**CONSULTANT:  
CALVIN, GIORDANO & ASSOCIATES, INC.**

By:   
Print Name: David Stambaugh  
Title: Vice President

**EXHIBIT "A"****SCHEDULE OF FEES**

<b>POSITION</b>	<b>HOURLY RATE</b>
Associate/Director, Planning	225.00
Planning Administrator	183.00
Principal Planner	178.00
Planning Manager	178.00
Senior Planner	152.00
Planner	128.00
Assistant Planner	111.00
Planning Technician	86.00
Grants Administrator	183.00
Grants Coordinator	128.00
Associate/Director, Landscape Architect	225.00
Senior Landscape Architect/Urbanist	180.00
Environmental Administrator	150.00
Environmental Specialist	125.00
Environmental Assistant	115.00
Landscape Architect/Urbanist	165.00
Senior CADD Tech	135.00
CADD Technician	115.00
Landscape Inspector/Arborist	125.00
Landscape Site Plan Reviewer	170.00
Jr. Landscape Architect/Urbanist	150.00
Landscape Designer	125.00
Jr. Landscape Designer	110.00
Landscape Analyst	80.00
Multi-Media 3D Developer	135.00
GIS Specialist	152.00
Project Manager	170.00
Project Engineer	157.00
Engineer	133.00
Jr. Engineer	117.00
Sr. Project Manager	196.00
Engineering Site Plan Reviewer	179.00

**Village of North Palm Beach  
Recreation Advisory Board Meeting  
MINUTES  
March 11, 2025 at 7:00 pm  
Village Hall Council Chambers**

- 1) **Call to Order:** Chair Heiman at 7:00pm
- 2) **Roll Call:** Stephen Heiman, Jason Frogge, Jennifer Gold Dumas, Karen Paxton, Ashley Knieriemen, Rita Budnyk, Mayor Susan Bickel, and Village staff Stephen Poh. Not in attendance: Mia St. John
- 3) **Approval of Minutes:** Motion to approve minutes from February's meeting by Jennifer Gold Dumas; seconded by Rita Budnyk
- 4) **Public Comments:** No public comments.
- 5) **Director's Report:**

**Special Projects:**

- Zencity – Stephen Poh discussed the Village Hub and showed the board members how to access it through the Village webpage.
- Dry Storage Renovations: expected completion is March 18<sup>th</sup>, pending any inclement weather.
- Boat Ramp Renovations: Slight delay at the beginning of the project due to the removal of a significant extra amount of concrete – essentially a boat ramp on top of a boat ramp. The project is back on track and moving along nicely.
- Community Center parking lot resurfacing – Public Works is taking the lead on this project; the goal is to preserve the existing trees in the parking lot, widen the islands, and add curbing; We are looking into a separate vendor to resurface the basketball courts.
- FPL Undergrounding update
  - PW working with FPL on having them self-perform the entire construction undergrounding
  - FPL has provided the cost which is being shared by Seacoast
  - Len is drafting the agreement between the Village and Seacoast
  - Once complete and signed, the Village will be paying FPL for them to proceed
- Park Improvements
- Anchorage Boat Ramp
  - Grading and laying rock on the lower section of the ramp
  - Pumps are running and they hope to pour the concrete slab lower section on Friday
- Community Center fields
  - Rest after soccer season
  - Soccer shots using the field until the end of May
  - Maintenance scheduled in June and July
- Osborne Bathroom Renovations
  - Met with James Anthony from Public Works on Monday with another contractor
  - This would be 3<sup>rd</sup> quote then we can move forward
- Resurface Tennis Courts at Anchorage
  - In May
- Community Center Reception Desk
  - Ordered on Friday, March 7<sup>th</sup>
  - They will deliver and install when ready
- Anchorage Park Water fountains

- Arriving soon
- 2 bottle filler fountains for playground and outdoor restroom

### Special Events:

- ✓ Village-wide Garage Sale – March 15<sup>th</sup> from 7:30am-12pm; all spots are full!
- ✓ Heritage Festival – April 4<sup>th</sup> & 5<sup>th</sup> (Notes are courtesy of Bill)
  - **Osborne Kick-off Night – April 4<sup>th</sup>**
  - Osborne Kick-off night April 4 (GOLF CART PARADE & INFLATABLE FUN NIGHT)
  - Golf Cart Parade starts at 6, staging at 5:30pm on the North end of Alamanda
  - \*\*\*\*no RSVP's as of yet for the golf cart parade (which is normal) anticipating between 45-50 total golf carts
  - 1st, 2nd, 3rd place trophies for best-decorated golf cart are here
  - Committee will select winners at the end of golf cart parade and wards prizes with pictures
  - golf carters RSVP'ing over the phone, expect some last-minute entries and have planned for it
  - Inflatables from 6-9pm at Osborne Park outfield – Jupiter Bounce – still need 2 more volunteers to work the entrance to each inflatable
  - \$5 wristbands will be sold night of event only (LIBRARY STAFF ASSISTING)
  - **Event Day – April 5<sup>th</sup>**
  - Business expo's (12 registered thus far – goal of 20 total)
  - Parade entries (15 thus far, goal of 35 entries)
  - Carnival rides go Noon – 8pm (Stephen explained ride details)
  - PRE-sale wristbands starts 2-weeks prior to event at Anchorage Park
    - Wristbands are \$10 for residents and \$15 for non-residents during presale; \$20 for everyone on event day
  - Food and Beverage by The Draft House (Beer, wine, liquor, Food)
  - Sons of BBQ (first Presbyterian church) have been confirmed to do food as well – will not be duplicating food items being sold by the draft house
  - Music on stage from 1pm – 7pm
  - Putting contest , 1pm – 6pm....\*\*can change time if recommended; They did request starting at 2pm
    - Stephen H. has already committed
    - Rec. Adv. board has run putting contest since its inception in 1998.
  - Scoop Coop Ice Cream Truck has been confirmed for ice cream sales
  - Stage and tents and portlets, setting up Friday April 4

### Bus Trips:

- UPCOMING:
  - ✓ **March 15<sup>th</sup>:**
    - Southern Hill Farms (Clermont, FL)

### Athletics/Programs:

- Soccer - Cookout Date – March 20<sup>th</sup>; need volunteers 4pm-8pm
  - Karen, Jennifer and Rita volunteered to help out that night
- Camps
  - Spring Break Camp: We have 16 registered, room for 4 more
  - School's Out Day camps scheduled for: March 31<sup>st</sup> and April 18<sup>th</sup>
  - Summer Camp registration began on Monday, March 10<sup>th</sup> for residents; Registration for non-residents begins on Monday, March 17<sup>th</sup>
- Parks & Recreation Month (July 2025): #BuildTogetherPlayTogether
  - Community Center Staff are working on plans to help celebrate Parks and Recreation Month; we will share more once plans have been solidified

### 6) New Business:

- Recreation Advisory Board
  - Rita spoke at the workshop she attended at the Council Meeting
  - She discussed some of the new requirements that Council discussed
  - Discussion ensued with board members
  - Recreation board members recommended the board still meets once a month
  - Mayor Bickel explained that the Council wants the board to report to them quarterly

**7) Old Business:**

- Heritage Day Parade and Events – discussion happened during Directors Report
  - Stephen Poh passed out the ride list with pictures and height requirements
  - Rita asked if Bill could send her a list of current parade entries
  - Rita asked if all golf cart entries for Friday received free bracelets
  - Mayor Bickel explained that the Council wants the board to report to them quarterly
- Anchorage Park Marina: dry storage contracts
  - Rita and Karen want staff to monitor and inspect dry storage monthly
  - Stephen H. asked what is happening with plans for more day trailer parking
- Discuss earlier start time of meetings
  - Jennifer Gold Dumas wanted the meetings to start back at 6pm
  - Discussion ensued with board members
  - Karen made a motion to move meetings back to 6pm. Jennifer seconded it and a vote of 5-0 was complete.
  - Stephen H. stated that he would email Jessica Green to inform her that the Recreation board meetings will now be at 6pm.

**8) Member Comments:** Stephen H. commented how he received a lot of positive feedback about the food trucks from the last food truck event. Many residents really enjoyed that event. Jennifer Gold Dumas stated that we should add lighting to that event because it got very dark at the end of the event.

**9) Staff Comments:** No additional comments.

**10) Adjournment:** Meeting adjourned at 8:15pm.



**THE VILLAGE OF NORTH PALM BEACH  
BUSINESS ADVISORY BOARD  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 4, 2025 at 6:30 PM**

<b>Present</b>	Ronald Lantz (Chair) Nina Balgar (Vice Chair) James Sebree Mimi McAndrews Brenda Robinson Norma Mirsky
<b>Not Present</b>	David Talley
<b>Village Staff</b>	Kristin Garrison, Council Member Valentino Perez, Village Building Official Ed Cunningham, Communications Manager Phillipa Davis, Executive Assistant to Village Manager Robyn Lehoux, Executive Assistant to Building Department

1. **CALL TO ORDER**  
Chair Lantz called meeting to order at 5:30PM
  - a. ROLL CALL. Quorum present.
2. **Deletions, Additions or Modifications to the Agenda: NONE**
3. **Public Comment for Non-Agenda Items: NONE**
4. **Approval of Minutes**
  - a. February 18, 2025 – minutes not prepared, need to vote at next meeting
5. **New Business**
  - a. Ronald Lantz reviews that a table will be set up at Heritage Day- April 5th from noon to 5:00 pm. Discussed the goody bag contents for the heritage day event and that 50-60 bags should be sufficient, and would like a bowl of candy for the table. Business advisory members signed up for time slots for the event day.
  - b. Name tags were distributed to members by Philly Davis.
  - c. Board members discussed visiting the local businesses, to come up with a schedule to visit businesses once or twice a week. When visiting, leave their Business Advisory Board card, and call ahead to verify if the owner is present. Possibly drop off a business of the season application.
  - d. Ed Cunningham: A physical newsletter is mailed out residentially, and an electronic e-letter goes out to those who have signed up to receive it. Mr. Cunningham is working on creating a newsletter specially for the business advisory board, to be sent out once or twice a year to businesses enrolled in the BTR program.
  - e. Valentino Perez makes an introduction as the Building Director of the Community Development Department.

**6. Old Business.**

**7. Staff Updates / Member Comments**

- a. The next meeting will discuss the vote on the new quarterly meeting from the Council Meeting. If there is a need to meet outside of the schedule.
- b. Ensure that the business of the season application gets the attention needed.

**8. Adjournment**

Meeting adjourned at 6: 17 PM.

Minutes processed by Robyn Lehoux.

*All members of the public are invited to appear at the public hearing, which may be continued from time to time, and be heard with respect to this matter.*

*If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which shall include 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 Planning Commission. Due to the nature of governmental duties and responsibilities, the Planning Commission reserves the right to make additions to, or deletions from, the items contained in this agenda.*

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney  
Jessica Green, Village Clerk

DATE: April 24, 2025

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Amending Section 2-1 of the Village Code governing Village boards and committees

---

At its March 25, 2025 workshop meeting, the Village Council discussed revisions to Section 2-1 of the Village Code of Ordinances, governing the appointment and operation of Village boards and committees. Specifically, the Council discussed revisions to the required number of meetings and the absentee policy, the appointment of relatives, and reports by the boards and committees to the Village Council.

Based on Council direction, the attached Ordinance revises Section 2-1 of the Village Code as follows:

- Revises Section 2-1(k)(1) to require that all boards and committees schedule a meeting at least once each quarter (in lieu of monthly), with the exception of the Audit Committee which shall meet on an on-call basis.
- Revises Section 2-1(m)(2) to require the removal of a member who misses two regular meetings within a twelve-month period for boards or committees meeting no more than quarterly, subject to the member's ability to appeal to the Village Manager. The threshold remains at three meetings for those boards or committees meeting monthly.
- Adds a new Section 2-1(n) to prohibit the Village Council from appointing a relative of any Councilmember to a Village board or committee. The definition of relative is taken from the State Ethics Code (which is slightly less restrictive than the County Ethics Code), with the addition of individuals residing within the same household as a Councilmember.
- Adds a new Section 2-1(o) to require the chairperson of each board or committee (or the chairperson's designee) to make a report the board or committee's activities to the Village Council at a regularly scheduled meeting on a quarterly basis.

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

At its April 10, 2025 regular meeting, the Village Council adopted the Ordinance on first reading without modification.

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration and adoption on second and final reading of the attached Ordinance amending Section 2-1 of the Village Code of Ordinances governing the appointment and operation of the Village's boards and committees in accordance with Village policies and procedures.**



1 board. Nothing set forth herein shall prevent the village council from creating ad hoc  
2 committees of limited duration by resolution.

3  
4 (d) *Records.* Each board and committee shall maintain attendance records  
5 and voting records of each member and shall forward such information to the village  
6 clerk. The records shall include the reason given by the board or committee member  
7 for any absence.

8  
9 (e) *Compensation of members.* Board and committee members shall serve  
10 without compensation except as may be provided by ordinance or resolution of the  
11 village council.

12  
13 (f) *General provisions.* Members of village boards and committees:

14  
15 (1) Shall serve at the pleasure of the village council and may be removed  
16 with or without cause by a vote of the village council;

17  
18 (2) Shall be a resident of the village and maintain residency in the village  
19 during the term of appointment (unless waived by the village council)  
20 and meet such other eligibility requirements as may be established by  
21 the village council;

22  
23 (3) Shall not hold any employment or office in village government or any  
24 contractual relationship with the village;

25  
26 (4) Shall serve on only one village board or committee where membership  
27 on two boards or committees would violate the constitutional dual  
28 office-holding prohibition;

29  
30 (5) Shall not appear before the board or committee on which they serve or  
31 the village council as an agent or attorney on behalf of any person or  
32 entity;

33  
34 (6) Shall not have or hold any employment or contractual relationship that  
35 will create a continuing or frequently recurring conflict between their  
36 private interests and the performance of their public duties or that  
37 would impede the full and faithful discharge of their public duties;

38  
39 (7) Shall not initiate any grievance or complaint against any person  
40 appearing before the board or committee on which they serve without  
41 the approval of the village manager; and

42  
43 (8) Shall attend all meetings in person and shall not participate as a member  
44 of any board or committee or vote on any matter by telephone, video  
45 conferencing, or any other electronic means.

46  
47 (g) *Number of members.* Unless otherwise provided by law or ordinance,  
48 each advisory board or committee shall have seven (7) members.

1 (h) *Terms of members.*

2  
3 (1) The terms of members shall be established in the ordinance creating the  
4 board or committee. Notwithstanding the foregoing, the village council  
5 may, at the time of appointment, modify the term of any member in  
6 order to provide for staggered terms.

7  
8 (2) Members whose terms have expired shall continue to serve until their  
9 successors are appointed.

10  
11 (3) Board and committee members may be reappointed to successive  
12 terms.

13  
14 (4) Appointments to fill vacancies on any board or committee shall be for  
15 the remainder of the unexpired term.

16  
17 (i) *Officers.*

18  
19 (1) All boards and committees shall, at a meeting during the month of May,  
20 elect a chairperson, a vice-chairperson, and any other officers as the  
21 board deems necessary. The chairperson shall preside at board  
22 meetings and shall be the official spokesperson for the board. The term  
23 of the chairperson shall be for one-year, and any person who has served  
24 as chairperson for one term shall not serve as chairperson during the  
25 following year. However, beginning one year after termination of his  
26 or her term as chairperson, he or she may again serve as chairperson.

27  
28 (2) The vice-chairperson shall assume the duties of the chairperson in the  
29 absence of the chairperson. At any meeting where the chairperson and  
30 the vice-chairperson are absent, the board or committee shall appoint a  
31 chairperson pro tempore to assume the duties of the chairperson.

32  
33 (j) *Rules.* Each board and committee shall adopt rules and regulations  
34 regarding the manner of conducting its meetings, which shall be consistent with the  
35 rules and regulations prescribed by the village council. Each board and committee  
36 shall adhere to the basic rules of parliamentary procedure, which require that:

37  
38 (1) All items of business and motions that are properly before the board or  
39 committee are fully and freely discussed;

40  
41 (2) Only one (1) issue or motion be considered at a time;

42  
43 (3) All members direct their remarks to the chairperson and wait to be  
44 recognized by the chairperson;

45  
46 (4) While majority rules, the rights of the minority are protected by  
47 assuring them the ability to speak and vote; and  
48

1 (5) All members refrain from making personal remarks or otherwise  
2 attacking the motives of other members.

3  
4 (k) *Meetings.*

5  
6 (1) All village ~~advisory~~ boards and committees shall schedule a regular  
7 meeting at least once per month quarter (or four times between May 1<sup>st</sup>  
8 and April 30<sup>th</sup>), except the audit committee, which shall meet on an on-  
9 call basis. Meetings shall be held at the call of the chairperson, at such  
10 other times as the board or committee may determine, or as otherwise  
11 provided by law or ordinance. Special meetings may be called by the  
12 chairperson or by written notice signed by a majority of all members  
13 and shall not be held unless at least forty-eight (48) hours' notice is  
14 given to each member and to the village clerk.

15  
16 (2) Members shall notify the chairperson if they are unable to attend a  
17 meeting. If a quorum will not be present, the scheduled meeting shall  
18 be cancelled.

19  
20 (3) Minutes shall be kept of the proceedings at each meeting and shall  
21 record the official acts taken by the board or committee. Minutes shall  
22 be transmitted to, and maintained by, the village clerk.

23  
24 (4) All meetings and public hearings of village boards and committees  
25 shall be open to the public. All meetings shall be governed by  
26 Government-in-the-Sunshine Law, as set forth in F.S. § 286.011.

27  
28 (5) Absent exigent circumstances, no board or committee meeting shall  
29 begin prior to 5:30 p.m. and all meetings shall be adjourned on or  
30 before 11:00 p.m. on the date when the meeting convened.

31  
32 (l) *Quorum and required vote.*

33  
34 (1) Unless otherwise provided by law or ordinance, a quorum for the  
35 transaction of business shall consist of four (4) members.

36  
37 (2) The affirmative vote of a majority of those present shall be necessary  
38 to take official action. If any motion fails to achieve the affirmative  
39 vote of a majority of those present, then such petition or other matter  
40 shall be deemed denied.

41  
42 (m) *Removal of members.*

43  
44 (1) Unless waived by the village council, any member who no longer  
45 resides within the village during his or her term shall automatically  
46 cease to be a member of the board or committee and shall inform the  
47 village clerk's office.  
48

1 (2) If any member of a board or committee is absent from ~~three (3)~~ two (2)  
2 regular meetings for boards or committees meeting no more than  
3 quarterly or three (3) regular meetings for boards or committees  
4 meeting monthly within a twelve-month period (from May 1<sup>st</sup> to April  
5 30<sup>th</sup>), the village clerk shall notify the member in writing that he or she  
6 shall be removed from the board or committee. Within ten (10) days of  
7 receipt of notification of his or her removal, the member may appeal  
8 his or removal to the village manager in writing. The decision of the  
9 village manager shall be final.

10  
11 (3) The village manager may, at his or her discretion, remove a member  
12 for: attacking the motives of other board or committee members,  
13 members of village staff or village consultants; making derogatory,  
14 abusive, profane, threatening, or vulgar remarks or comments; or for  
15 any other conduct that, in the village manager's sole determination,  
16 reflects poorly upon the village. The decision of the village manager  
17 shall be final.

18  
19 (n) Anti-nepotism clause. No relative of a member of the village council  
20 shall be appointed by the council to a village board or committee. For the purposes of  
21 this section, a relative means an individual who is related to a councilmember as father,  
22 mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband,  
23 wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law,  
24 sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister,  
25 half-brother, or half-sister or an individual having the same legal residence as a  
26 councilmember.

27  
28 (o) Reports for village council. On at least a quarterly basis, the  
29 chairperson of each board or committee or the chairperson's designee shall make a  
30 report of the board or committee's activities to the village council at a regularly  
31 scheduled council meeting.

32  
33 (p) Resignation of members. Members of boards or committees may resign  
34 at any time, by submitting a written letter of resignation to the village clerk.

35  
36 (q) Clerical/technical support. The village manager may furnish the board  
37 or committee necessary clerical services and technical assistance.

38  
39 (r) Dissolution of boards. Unless otherwise provided by law or ordinance,  
40 the village council may dissolve a board or committee if the village council determines  
41 that the board is no longer needed to meet the purposes for which it was established.

42  
43 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the  
44 Village of North Palm Beach.

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

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

3  
4 Section 6. This Ordinance shall take effect immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
9 2025.

10  
11  
12 (Village Seal)

\_\_\_\_\_  
MAYOR

13  
14  
15 ATTEST:

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

19  
20 APPROVED AS TO FORM AND  
21 LEGAL SUFFICIENCY:

22  
23 \_\_\_\_\_  
24 VILLAGE ATTORNEY  
25

# **Business Impact Estimate**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO MODIFY THE REQUIRED MEETING SCHEDULE AND ABSENTEE POLICY, ADD AN ANTI-NEPOTISM PROVISION, AND REQUIRE QUARTERLY REPORTS TO THE VILLAGE COUNCIL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Village hereby publishes the following information:

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**1. Summary of the proposed ordinance:** The proposed Ordinance amends Section 2-1 of the Village Code governing the appointment and operation of Village boards and committees to: (1) require boards and committees to meet at least quarterly and modify the absentee policy; (2) prohibit the appointment of relatives of Councilmembers to boards and committees; and (3) require boards and committees to provide reports to the Village Council on a quarterly basis.

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:**

- (a) There are no direct compliance costs that private, for-profit businesses in the Village may reasonably incur;
- (b) There is no new charge or fee imposed by the proposed Ordinance; and
- (c) There are no regulatory costs.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:** None

## VILLAGE OF NORTH PALM BEACH BUILDING & ZONING DEPARTMENT

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Valentino Perez, Building Director

DATE: April 24, 2025

SUBJECT: **ORDINANCE 2<sup>nd</sup> READING – Approving a major amendment to The Benjamin School Planned Unit Development to add an adjacent parcel to the PUD and extend the pick-up/drop-off loop, demolish the existing administrative office building and construct a new administrative office building, remove the unconstructed maintenance facility, and reconstruct the parking within the McLaren Road right-of-way.**

---

Through the adoption of Ordinance No. 2013-06, the Village Council created The Benjamin School Planned Unit Development on 14.8 acres of real property located on McLaren Road between U.S. Highway One and Ellison Wilson Road. Through the adoption of Ordinance No. 2017-10, the Village Council approved a major amendment to the PUD to add a two-story STEM building, and in 2019, the Village Council approved a minor amendment to the PUD reflect as-built conditions.

In 2021, The Benjamin School acquired the adjacent 0.93-acre First City Bank of Commerce property with plans for potential expansion and is now seeking another major amendment to the approved PUD for the following (as fully detailed in the attached staff report):

1. Add 0.93 acres of land area into the overall PUD with the inclusion of the Bank Parcel, for a total PUD acreage of 15.78 acres.
2. Demolish the existing 2,878 square foot bank/office building to create additional parking.
3. Extend the pick-up/drop-off loop into the former bank parcel to allow for increased stacking.
4. Remove approved (and expired) 10,000 square foot Maintenance Facility (Building 19) from Site Plan to reflect current as-built parking layout north of Carolinda Drive.
5. Demolish the existing 2,300 square foot Administrative Office Building east of existing pick-up/drop-off lane (Building 18 on Approved Site Plan).
6. Construct new 4,837 square foot Administrative Office Building (Building 18 on Proposed Site Plan) proximate to existing Building 18 location.
7. Reconstruct portion of parking provided within McLaren Road right-of-way for a total of 40 parking spaces provided in the right-of-way.

The Planning, Zoning and Adjustment Board considered the request at its April 1, 2025 meeting and recommended approval by a vote of 6 to 1, with the condition that the Applicant provide information addressing the impacts on drainage for McLaren Road caused by the additional impervious parking area within the right-of-way.

At the Village Council's April 10, 2024 meeting, the Village Council adopted the Ordinance on first reading by a unanimous vote. In response to the PZAB's concern regarding drainage, the Applicant demonstrated that the revised parking plan within the McLaren Road right-of-way will actually result in less impervious area.

To address some outstanding issues and concerns, the conditions of approval set forth in Section 5 of the Ordinance have been modified as follows:

- Section 5(C) has been modified to reflect that the Applicant has already executed the Unity of Control, which is attached to the Ordinance as Exhibit “C.” The Applicant will be required to record the Unity of Title in the public records prior to the issuance of the first building permit.
- Section 5(D) has been revised to indicate that the amended Revocable License and Indemnification Agreement for the use of the McLaren Road right-of-way “shall be approved by the Village Council and fully executed prior to the issuance of the first building permit.” Because the original Agreement was adopted by Resolution of the Village Council, the Amended and Restated Agreement will be brought back to the Council on May 8, 2025 for adoption by Resolution.
- Section 5(F) has been revised to clarify that once construction is completed, the Applicant shall submit a new Drop Off and Circulation Plan to the Village for review and approval by the Police Department. As set forth in the original PUD Ordinance, the following language has been added: “Should the Village Police Chief determine that the Drop Off and Circulation Plan is not functioning properly or is otherwise detrimental to the public safety and welfare, the Applicant shall implement reasonable modifications to the Plan as requested by the Village.”

**Recommendation:**

**Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance approving a major amendment to The Benjamin School Planned Unit Development to add an adjacent parcel to the PUD and extend the pick-up/drop-off loop, demolish the existing administrative office building and construct a new administrative office building, remove the unconstructed maintenance facility, and reconstruct the parking within the McLaren Road right-of-way in accordance with Village policies and procedures.**



**Subject/Agenda Item:**

**SP-2024-02 11000 Ellison Wilson Road (the Benjamin School)**

**Consideration of Approval:** A request from Lentzy Jean-Louis of Urban Design Studio, agent for Benjamin Private School Inc., property owner, for Site Plan and Appearance Approval and a Major Modification to an existing Planned Unit Development (PUD) for the addition of a 0.93 acre parcel to the PUD, the construction of a one-story 4,837 square foot Administrative Office Building, and the removal of both an existing 2,300 square foot Administrative Office Building and the unbuilt 10,000 square foot maintenance facility on the Benjamin School campus located at 11000 Ellison Wilson Road on the northwest corner of U.S. Highway One and McLaren Road (PCN's: 68-43-42-04-10-008-0030 and 68-43-42-04-10-008-0043).

- Quasi-Judicial
- Legislative
- Public Hearing

<p><b>Originating Department:</b></p> <p><b>Planning &amp; Zoning</b></p> <p>Project Manager</p>	<p><b>Reviewed By:</b></p> <p>Caryn Gardner-Young, AICP (former Community Development Director)</p>
<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• SPAR Application</li> <li>• Justification Statement prepared by Urban Design Studio</li> <li>• Warranty Deeds</li> <li>• Proposed Site Plan prepared by Urban Design Kilday Studios</li> <li>• Proposed Architectural Plans</li> <li>• Exhibit - Traffic Flow During Construction</li> <li>• Proposed Landscape Plan</li> </ul>	<p><b>Public Notice:</b></p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p><b>Dates:</b></p> <p><b>Paper:</b></p> <p><b>Mailing</b></p> <p><input checked="" type="checkbox"/> Required</p> <p><input type="checkbox"/> Not Required</p> <p><b>Notice Distance:</b></p>

**I. Executive Summary**

The Applicant is proposing to add a 0.93-acre parcel to the existing PUD, add a one-story, 4,837-square-foot Administrative Office building, and remove both the existing 2,300-square-foot Administrative Office building and the unbuilt 10,000-square-foot maintenance facility. As a result, the total square footage of buildings on the campus will be 166,018 square feet.

## **II. Site Data**

<b>Existing Use:</b>	Private School
<b>Parcel Control Numbers:</b>	68-43-42-04-10-008-0030 68-43-42-04-10-008-0043
<b>Parcel Size:</b>	15.74 acres
<b>Existing Future Land Use Designation:</b>	Commercial
<b>Existing Zoning District:</b>	Shopping Commercial (C-S)/Planned Unit Development (PUD)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Shopping Center	Commercial	Commercial Shopping (C-S)
<i>South</i>	Shopping Center Multifamily Residential	High Density Residential	R-3 – Apartment Dwelling Zoning District
<i>East</i>	Office Buildings Religious Institution	Commercial High Density Residential	R-3 – Apartment Dwelling Zoning District Commercial Shopping (C-S)
<i>West</i>	Single Family Residential (Unincorporated Palm Beach County)	Residential Low Density	RM – Multifamily Residential

## **III. Annexation/Zoning History**

The subject parcel is located east of Ellison Wilson Road, west of US Highway 1, north of McLaren Road, and south of Carolinda Drive. It has a future land use designation of Commercial and a zoning designation of Shopping Commercial (C-S).

On March 28, 2013, the Village Council granted approval to assign a Commercial Land Use designation to four parcels totaling 12.66 acres within the Benjamin School campus pursuant to Ordinance No. 2013-05. Over the years, the school had been developed by increasing its land area and constructing additional facilities, resulting in inconsistent land use designations and zoning non-conformities. The approval assigned a uniform land use designation of Commercial to the overall 14.38-acre school campus.

Concurrently, the Village Council also approved a rezoning request to Commercial Planned Unit Development (CPUD) with an underlying zoning of C-1, Commercial District, pursuant to Ordinance No. 2013-06. The approval included waivers and site plan approval for the overall site.

This approval allowed for a 10,000-square-foot maintenance facility on the property north of Carolinda Drive, bringing the total square footage of the campus to 162,310 square feet, as shown in the site plan exhibit dated December 3, 2012. General waivers were approved that vested the

structures, setbacks, and landscaping, making the existing improvements conforming through the granting of the waivers.

On July 27, 2017, the Village Council approved Ordinance No. 2017-10, which approved a Major Amendment to the PUD. This amendment reinstated the prior approval of the proposed Maintenance Facility and changed its configuration to add a two-story, 13,171-square-foot Science, Technology, Engineering, and Mathematics (STEM) Building to the existing campus.

On April 25, 2019, the Village Council approved Resolution No. 2019-36, which approved a minor amendment to reflect as-built conditions and minor landscape and pedestrian circulation adjustments near the approved STEM building.

The bank parcel was previously occupied by the First City Bank of Commerce and was acquired by the Benjamin Private School in 2021. Since then, the site has been utilized as office space by security staff at the school, with limited use of the building for storing lunches and restroom access. No educational use of the building has occurred.

On February 1, 2022, the Village Planning Commission approved a Site Plan amendment for parking, paint colors, and signage for the bank parcel, designating the site as a future expansion of the Benjamin School.

#### **IV. Applicable Code Provisions:**

**Sec. 45-33. - C-S shopping commercial district.**

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

#### **V. Summary of Proposed Site Plan and Appearance Details:**

The petitioner's site plan and appearance documents consist of the following:

1. SPAR Application
2. Justification Statement prepared by Urban Design Studio
3. Warranty Deeds
4. Proposed Site Plan prepared by Urban Design Kilday Studios
5. Proposed Architectural Plans
6. Exhibit - Traffic Flow During Construction
7. Proposed Landscape Plan

#### **VI. Staff Analysis:**

##### ***Background:***

The Benjamin School has operated as a private school since its approval in 2013. Over the years, the school has continued to grow, expanding its property and adding additional facilities. In 2021, the Benjamin School acquired the First City Bank of Commerce, with plans for potential

expansion. The Applicant has submitted a site plan and appearance application to modify the existing property and incorporate the 2021 bank acquisition.

The petition is for Site Plan and Amendment review approval for the following:

1. Add 0.93 acres of land area into the overall PUD with the inclusion of the Bank Parcel, for a total CPUD acreage of 15.78 acres.
2. Demolish the existing 2,878 SF bank/office building to create additional parking.
3. Extend pick-up/drop-off loop off of McLaren Road into the existing Bank Parcel to allow for increase stacking.
4. Remove approved 10,000 SF Maintenance Facility (Building 19) from Site Plan to reflect current as-built parking layout north of Carolinda Drive.
5. Demolish existing 2,300 SF Administrative Office Building east of existing pick-up/drop-off lane (Building 18 on Approved Site Plan).
6. Construct new 4,837 SF Administrative Office Building (Building 18 on Proposed Site Plan) proximate to existing Building 18 location.
7. Reconstruct portion of parking provided within McLaren Road right-of-way for a total of 40 parking spaces provided in the right-of-way.

### **Site Plan**

The Site Plan and Appearance Review application includes amendments to the previously approved site plan. It incorporates the addition of a 0.93-acre bank parcel into the overall CPUD, the removal of the previously approved, unbuilt 10,000 SF maintenance building, and reflects the current built conditions in the parking area north of Carolinda Drive. Additionally, the application includes the removal of the existing 2,300 SF administrative office building (Building 18) and the 2,878 SF bank building, the addition of faculty parking, the extension of the pick-up/drop-off lane, and the addition of a 4,837 SF administrative office building (Proposed Building 18). The proposed site plan also includes the redesign of a section of parking within the McLaren Road right-of-way, increasing the number of spaces from 33 to 40.

### **Architecture**

With the proposed Site Plan and Appearance Review application, the Applicant is proposing the demolition of the existing administrative office building to construct a new 4,837-square-foot structure. The new building will house clerical offices for the dean and other executive staff, as well as a meeting space for the school's aftercare program, a clinic, and additional office space for school guidance counselors. The proposed administrative building will feature the colors "Color PT-01 White," "Color PT-02 Light Grey," and "Color PT-03 Dark Blue." According to the Applicant, all proposed colors and stucco finishes will match the existing buildings and color palette on the subject property. The graphics below show the existing and proposed conditions for the Benjamin School's administrative office building.



**Existing Administrative Building**



**Proposed Administrative Building**

- EXTERIOR ELEVATION NOTES:** (NN)
1. METAL ROOF
  2. ALUMINUM IMPACT RATED STOREFRONT
  3. FIRE RATED EXTERIOR DOOR
  4. 0.25" WALL REVEAL (TYP.)
  5. BLACK ALUMINUM DECORATIVE PICKET FENCE
  6. BLACK ALUMINUM DECORATIVE PICKET GATE. REFER TO GATE SCHEDULE.

**COLOR / MATERIAL LEGEND**

- COLOR "PT-01" WHITE
- COLOR "PT-02" LIGHT GREY
- COLOR "PT-03" DARK BLUE

**NOTE:**  
ALL COLORS & STUCCO FINISH TO MATCH THE EXISTING BLDGS. ON SITE.

## Parking and Circulation

### Parking

The Applicant has provided a proposed site plan indicating the existing and proposed parking spaces in accordance with the Village Code. The subject property is required to have a total of 223 parking spaces but currently provides 321 spaces on the school property and an additional 40 spaces within the McLaren Road right-of-way, which are excluded from the parking calculations. The parking spaces located within the McLaren Road right-of-way were approved by the Village Council pursuant to Ordinance No. 2013-06 through a parking waiver. The Village Council also approved a Revocable License and Indemnification Agreement to allow parking within the right-of-way, which will need to be amended to accommodate the additional parking. Furthermore, there are 45 additional parking spaces available at Crystal Cove Plaza for the Benjamin School that are not included in the proposed parking count. The graphic below shows the parking layout at the Benjamin School.

## Circulation

As part of the subject request, the Applicant has revised the previously approved traffic circulation and configuration to improve vehicular flow throughout the site, allowing for an extension of the pick-up/drop-off driveway. This extension provides additional on-site stacking and queuing. In 2013, the Applicant was required to provide a Drop-Off and Pick-Up Circulation Plan. The subject plan was reviewed as part of the previous approval pursuant to the conditions of approval (Section 6 I. of Ordinance No. 2013-06). According to the existing condition of approval, the Applicant is required to submit a circulation plan to the Village of North Palm Beach Police Department to ensure that vehicular circulation is functioning properly and is not detrimental to public safety and welfare. The proposed plan also maintains the same ingress and egress locations as currently depicted in the circulation plan. According to the Applicant, there will be no increase in the approved number of students as part of this application.



The Applicant has provided the graphic below indicating the traffic flow during the construction phase. According to the traffic flow graphic, commuters will no longer enter the school from McLaren Road. Instead, parents and faculty will be redirected to Golfview Road toward the existing bank property. Commuters will continue westward, passing the newly proposed administrative building (Building 18), and exit the site back onto McLaren Road, utilizing the existing exit points for pick-up/drop-off. As part of the development approval process, the proposed traffic flow exhibit has been reviewed by Officer Lopez with the Village of North Palm Beach Police Department. Additionally, the Applicant has received an FDOT review letter for the closure of the existing right-in/right-out driveway located along the west side of US Highway 1 (see attached letter).

**EXHIBIT – Traffic Flow During Construction Phase**



**TRAFFIC FLOW TO DROP OFF B**  
 25' EXISTING LANE  
 SCHOOL TO CONE OFF LEFT  
 12' (WIDE) TO PROVIDE A  
 STACKING LANE AND PROVIDE  
 A RIGHT BY-PASS LANE FOR  
 THRU TRAFFIC

- Pick up and Drop Off Locations*
- A WOW, Pre-K through 3rd grade
  - B 2nd and 3rd grade  
(middle school pick up only)
  - C Middle School
  - D 4th and 5th grade

## Tree Mitigation

The Applicant was previously granted waivers for the subject property. The subject amendment to the existing PUD, includes requests for two (2) additional waivers from the Village Code for the proposed Administrative Office building:

- Waiver #1: Reduction in the required number of foundation plantings along the building facade, from four (4) facades to two (2).
- Waiver #2: Reduction of three (3) foundation plants, where the code requires four (4) trees.

The Applicant has provided the following table to demonstrate the requested waivers.

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
W1.	Sec 45-91. A.1.a.	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.	Foundation landscaping provided along north and east building façade.	Allow proposed foundation planting along (2) facades of the proposed administrative office building.
W2.	Sec 45-91. B.2.	A minimum of one (1) tree shall be planted for each seventy-five (75) linear feet of building perimeter, using a species suitable for this location. $324.3 \text{ LF} / 75 = 4$ Required Foundation Planting Trees	One (1) proposed foundation planting tree on east façade of building	Allow reduction of three (3) required foundation planting trees for proposed administrative office building.

### Justification for Waivers

Staff supports the justification for the requested waiver. There is limited space available for foundation planting on the west and south facades, creating a geographical hardship for installing required vegetation. The proposed administrative office is located adjacent to impervious material such as an existing sidewalk and surrounding facilities. The project area, however, features ample landscaping around its perimeter, and the site has a landscaping surplus to accommodate for the lack of foundation plantings. The proposed waivers are subject to approval at the board's discretion.

The Planning, Zoning and Adjustment Board determines whether the proposed improvements meet the Code's Appearance Plan requirements. The criteria and design standards are listed next.

#### CODE OF ORDINANCES APPENDIX A, SECTION IV CRITERIA FOR APPEARANCE

These criteria are intended to establish a checklist of items that affect the physical aspect of the Village environment. Pertinent to appearance are the design of the site, buildings and structures, planting, signs, street hardware, and miscellaneous other objects that are observed by the public.

These criteria are not intended to restrict imagination, innovation, or variety but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the Village.

#### **D BUILDING DESIGN**

1. Specific architectural styles are not mandated or banned, but the village encourages new buildings to reflect or evolve the distinct local character exemplified by the North Palm Beach Country Club Clubhouse, Village Hall and the Public Safety Building. This character is derived from local and regional examples including Anglo-Caribbean architecture, Florida vernacular, and masonry modern.
2. Evaluation of appearance of a project shall be based on quality of its design and relationship to surroundings.
3. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.
4. Materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.
  - a. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those which are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways and adjoining properties.
  - b. Inappropriate materials and methods, and those which will produce inconsistency with the structure of the building, shall be avoided.
  - c. Materials shall be of durable quality.

- d. In any design in which the structural frame is exposed to view, the structural materials shall meet the other criteria for materials.
5. Building components—such as windows, doors, eaves, and parapets—shall have good proportions and relationship to one another.
6. The village discourages walls without windows or with too few windows; all-glass walls; and facades without visual interest or with entrances that are concealed or absent.
7. Colors shall be harmonious, with bright or brilliant colors used only for accent.
8. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be located so as not to be visible from any public ways, including waterways, service alleys, and adjoining properties.
9. Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.
10. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from public ways, including waterways, service alleys, and adjoining properties, using materials as stated in criteria for equipment screening.
11. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
12. Inappropriate, incompatible, bizarre, and exotic designs shall be avoided.
13. The provisions of the North Palm Beach Village Code in regard to bulk regulations and standards, and those portions of the Village Code which directly affect appearance, shall be part of the criteria of this subsection.

### **VIII. Conclusion & Finding of Fact**

The Planning, Zoning and Adjustment Board must determine if the Applicant has met the prerequisites for granting Site Plan and Appearance Review approval as outlined in the staff report and Exhibits “A” and “B”:

1. SPAR Application
2. Justification Statement prepared by Urban Design Studio
3. Warranty Deeds
4. Proposed Site Plan prepared by Urban Design Kilday Studios
5. Proposed Architectural Plans
6. Exhibit - Traffic Flow During Construction
7. Proposed Landscape Plan

If the Planning, Zoning and Adjustment Board approves the Site Plan and Appearance Review petition and waivers, staff suggests the following conditions:

- A. South Florida Water Management District approval prior to issuance of first building permit.
- B. PBC Health Department approval prior to issuance of first building permit.
- C. Unity of Control approved by Village Attorney and recorded prior to issuance of first building permit.
- D. Irrigation Plans to be submitted and approved by the Village prior to issuance of first building permit.
- E. Revocable License and Indemnification Agreement approved by the Village and recorded prior to issuance of first building permit.

At the request of The Benjamin School, Staff will attempt to review and approve both the Unity of Title and the Amendment to the Revocable License and Indemnification Agreement prior to the Village Council’s consideration of the Ordinance on second reading and append those documents to the Ordinance.

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**PLANNING, ZONING AND ADJUSTMENT BOARD ACTION – April 1, 2025**

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Dr. Michels motioned to recommend approval of the Major Amendment to The Benjamin School as presented with one comment (as indicated below). The motion was seconded by Mr. Solodar and passed 6-1.

- Applicant to provide information addressing the impacts on drainage for McLaren Road caused by the additional impervious parking area within the right-of-way.

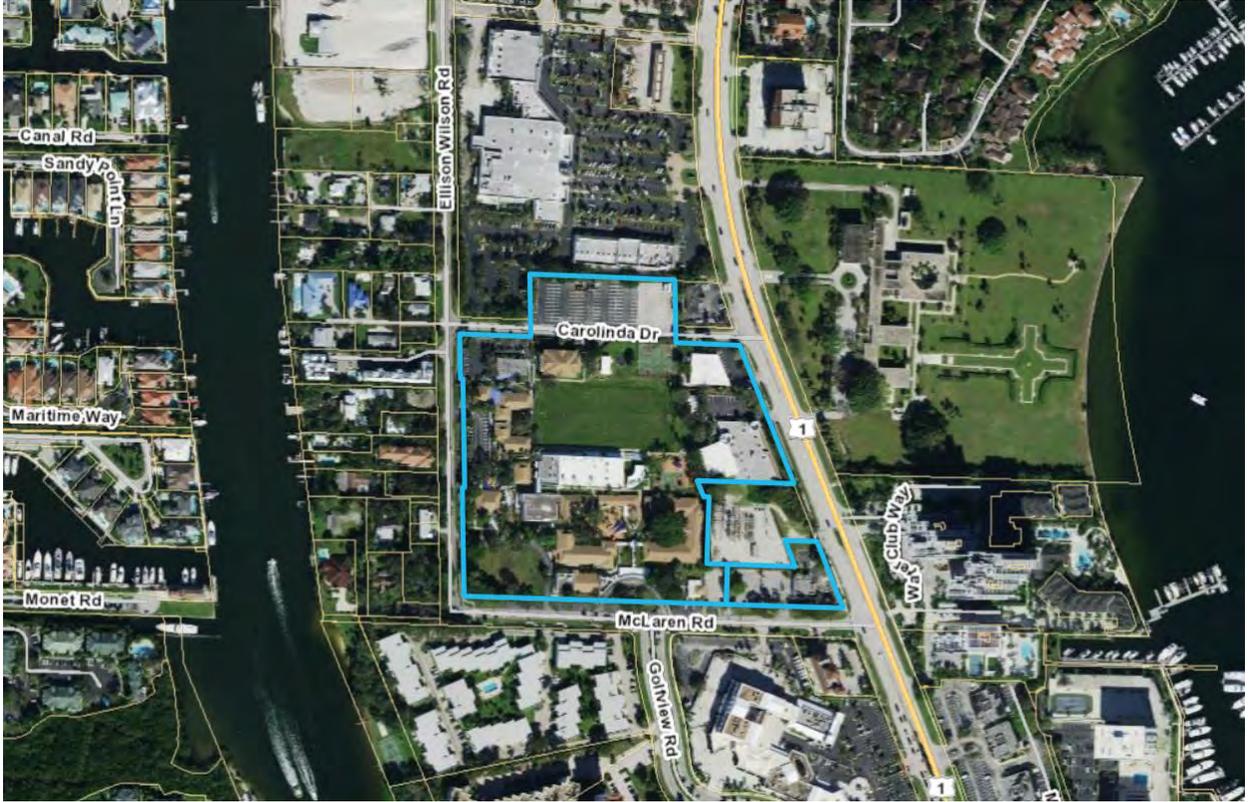
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**VILLAGE COUNCIL ACTION – April 10, 2025**

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At its April 10, 2025 meeting, the Village Council approved the Ordinance on first reading by a unanimous vote.

Exhibit B  
Location Map





- 1 A. Add 0.93 acres of land to the overall PUD (“former Bank Parcel”), as described in Exhibit  
2 “B” attached hereto and incorporated herein by reference, thereby increasing the total  
3 acreage of the PUD to 15.78 acres;  
4
- 5 B. Demolish the existing structure on the former Bank Parcel and extend the pick-up/drop-off  
6 loop into the former Bank Parcel;  
7
- 8 C. Remove the approved 10,000 square-foot Maintenance Facility (Building 19) from the  
9 approved Site Plan to reflect the current as-built layout north of Carolinda Drive;  
10
- 11 D. Demolish the existing 2,300 square foot Administrative Office Building (Building 18) as  
12 depicted on the approved Site Plan and construct a new 4,837 square foot Administrative  
13 Office Building; and  
14
- 15 E. Reconstruct a portion of the parking provided within the McLaren Road right-of-way for a  
16 total of forty (40) parking spaces within the right-of-way.  
17

18 Section 3. The Applicant shall develop and operate The Benjamin School PUD in accordance  
19 with the plans approved through the adoption of Ordinance No. 2013-06, Ordinance No. 2017-10,  
20 and Resolution No. 2019-03, as modified by the most recent version of the following plans on file  
21 with the Village’s Building and Zoning Department:  
22

- 23 A. Site Plan prepared by Urban Design Studio dated June 1, 2010 and last revised for submittal  
24 to the Village on December 20, 2024 consisting of one page (SP-1).  
25
- 26 B. Affected Area Landscape Plan prepared by Urban Design Studio dated October 11, 2024  
27 and last revised for submittal to the Village on February 14, 2025 consisting of six pages  
28 (LA-1 through LA-6).  
29
- 30 C. Plans prepared by Harvard·Jolly dated October 7, 2024 and last revised for submittal to the  
31 Village on December 2, 2024 consisting of four pages: an Architectural Demo & Proposed  
32 Site Plan (AS-000); a Fire Separation Site Plan and Life Safety Plan (AS-001); a Roof Plan  
33 (A1-141); and Exterior Elevation Rendering (A1-200).  
34

35 Section 4. In approving this amendment to the PUD, the Village Council grants the following  
36 additional modifications or “waivers” from the requirements of the Village’s land development  
37 regulations:  
38

- 39 A. A waiver from Section 45-91.A.1.a of the Village Code to allow for foundation landscaping  
40 along the north and east building facades of the new Administrative Office building (the  
41 Code requires foundation landscaping along all four facades excluding rear services areas  
42 not visible by public road right-of-way or not generally traveled by the public or visible  
43 from adjacent structures).  
44
- 45 B. A waiver from Section 45-91.B.2 of the Village Code to allow one foundation planting tree  
46 on the east façade of the new Administrative Office building (the Code requires one tree  
47 for each seventy-five (75) linear feet of building perimeter or four foundation planting  
48 trees).  
49

1 Section 5. The Village Council’s approval of this Amendment to The Benjamin School PUD  
2 is subject to the following additional conditions:  
3

4 A. The Applicant shall obtain South Florida Water Management District approval prior the  
5 issuance of the first building permit.  
6

7 B. The Applicant shall obtain Palm Beach County Health Department approval prior to the  
8 issuance of a first building permit.  
9

10 C. In lieu of amending the existing Unity of Title, the Applicant has submitted a Unity of  
11 Control for inclusion of the former Bank Parcel in the PUD, as reflected in the amended  
12 Site Plan. The Unity of Control, attached hereto as Exhibit “C,” shall be recorded in the  
13 public records prior to the issuance of the first building permit.  
14

15 D. The Applicant shall enter into an amended Revocable License and Indemnification  
16 Agreement, in a form approved by the Village Attorney, to reflect the revised parking  
17 configuration within the McLaren Road right-of-way. The amended Agreement shall be  
18 approved by the Village Council and fully executed prior to the issuance of the first  
19 building permit.  
20

21 E. The Applicant shall obtain approvals and/or permits from the Village and all applicable  
22 authorities prior to any road closures or right-of-way improvements. In the event Village  
23 or other public facilities are damaged during the construction process, the Applicant shall,  
24 prior to the issuance of a Certificate of Occupancy or Certificate of Completion, as  
25 applicable, repair or replace such facilities so that they are in at least as good condition as  
26 existed prior to construction.  
27

28 F. During construction, the Applicant shall abide by the undated aerial Plan showing Traffic  
29 Flow During Construction Phase submitted with the Application materials. Once  
30 construction is completed, the Applicant shall submit a new Drop Off and Circulation Plan  
31 to the Village for review and approval by the Police Department. Should the Village Police  
32 Chief determine that the Drop Off and Circulation Plan is not functioning properly or is  
33 otherwise detrimental to the public safety and welfare, the Applicant shall implement  
34 reasonable modifications to the Plan as requested by the Village.  
35

36 G. Separate site improvement permits and applications shall be required for: (1) paving,  
37 grading, drainage, water, and sewer improvements; (2) site lighting; (3) landscaping; and  
38 (4) irrigation.  
39

40 H. In granting this approval, the Village Council relied upon the oral and written  
41 representations of the Applicant both on the record and as part of this application process.  
42 Any deviation from such representations shall be considered a violation of this Ordinance.  
43

44 Section 6. A violation of any of the requirements or conditions of this Ordinance shall be  
45 enforced in the same manner as a violation of a Code provision or ordinance in accordance with  
46 Article IV of Chapter 2 of the Village Code of Ordinances.  
47

1 Section 7. Each of the conditions and requirements of this Ordinance shall be binding upon  
2 the Applicant and its successors in interest or assigns and shall be deemed covenants running with  
3 the land.

4  
5 Section 8. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for  
6 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,  
7 such holding shall not affect the remainder of this Ordinance.

8  
9 Section 9. All ordinances, resolutions or prior development permits or approvals relating to  
10 the Property in conflict with the provisions of this Ordinance are hereby repealed only to the extent  
11 of such conflict. To the extent not expressly modified herein, the remaining provisions of  
12 Ordinance No. 2013-06, Ordinance No. 2017-10, and Resolution 2019-36 shall remain in full force  
13 and effect.

14  
15 Section 10. This Ordinance shall become effective immediately upon adoption.

16  
17 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

18  
19 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
20 \_\_\_\_\_, 2025.

21  
22  
23 (Village Seal)

\_\_\_\_\_

MAYOR

24  
25  
26  
27 ATTEST:

28  
29 \_\_\_\_\_

VILLAGE CLERK

30  
31  
32 APPROVED AS TO FORM AND  
33 LEGAL SUFFICIENCY:

34  
35 \_\_\_\_\_

VILLAGE ATTORNEY

36

EXHIBIT "A"

LEGAL DESCRIPTION:

**Parcel One (PCN: 68-43-42-04-10-008-0030):**

A portion of Lot 3 of the SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, according to the plat thereof, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCING at the point of intersection of the North Right of Way line of McLaren Road and the East Right of Way line of Ellison Wilson Road, said point being the Southwest corner of said Lot 3, run thence North 3° 04' 10" West along the East Right of Way line of Ellison Wilson Road, a distance of 153.66 feet to the POINT OF BEGINNING of the herein described parcel; thence continue North 03° 04' 10" West along said Right of Way, a distance of 150.23 feet to the Northwest corner of said Lot 3; thence South 89° 54' 55" East along the North line of Lot 3, a distance of 120.06 feet; thence South, a distance of 150.00 feet; thence North 89° 54' 55" West, a distance of 112.01 feet to the POINT OF BEGINNING.

TOGETHER WITH:

The East 120 feet of the West 620 feet of the South 125 feet of Lot 6, GOVERNMENT LOT 8 SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida.

TOGETHER WITH:

The North 125 feet of the East 300 feet of the West 500 feet of Lot 6, GOVERNMENT LOT 8 SUBDIVISION according to the Plat thereof, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida.

TOGETHER WITH:

That part of Lot 6, according to the PLAT OF SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida, more particularly described as follows:

Begin at the Southwest corner of Lot 6, of said Subdivision, run Northerly along the Easterly Right of Way line of Ellison Wilson Road, a distance of 125 feet; thence Easterly and parallel to the South line of Lot 6, a distance of 200 feet; thence continue South, a distance of 125 feet to the South line of said Lot 6; thence continue Westerly along the South line of Lot 6, a distance of 200 feet POINT OF BEGINNING.

TOGETHER WITH:

Being a tract of land of Lots 3 and 4 of the SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida and more particularly described as follows:

**BEGINNING** at the Southeast corner Lot 3; thence Westerly along the South line of said Lot 3 a distance of 210.00 feet; thence Northerly parallel with the East line of said Lot 3 to a point 150.00 feet South of the North line of said Lot 3; thence Westerly parallel with said North line a distance of 157.33 feet to a point 218.24 feet Easterly of the West line of said Lot 3 as measured along a line 150 feet South of and parallel with the North line of said Lot 3; thence Southerly parallel with the East line of said Lot 3 to a point in the South line of said Lot 3; thence Westerly along the South line of said Lot 3 a distance of 210.00 feet to the Southwest corner of said Lot 3; thence Northerly along the West line of said Lot 3 a distance of 153.66 feet to a point 150.00 feet South of, as measured at right angles to the North line of said Lot 3; thence Easterly parallel with and 150.00 feet South of, as measured at right angles to the North line of said Lot 3 a distance of 112.01 feet; thence Northerly parallel with the East line of said Lot 3 a distance of 150.00 feet to the North line of said Lot 3; thence Easterly along the North line of said Lot 3 a distance of 473.56 feet to the Northeast corner of said Lot 3; thence continue Easterly along the North line of said Lot 4 a distance of 100.00 feet; thence Southerly parallel with the West line of said Lot 4 a distance of 130.00 feet; thence Westerly parallel with the North line of said Lot 4 a distance of 100.00 feet to a point in the West line of said Lot 4, said West line of Lot 4 is common with the East line of Lot 3; thence Southerly along the East line of said Lot 3 to the Southeast corner of said Lot 3 and the POINT OF BEGINNING.

The above described property may also be described as follows:

Being a tract of land in Lots 3 and 4 of the SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida, consisting of the following described parcels:

Parcel A: Being all of said Lot 3 **LESS** the East 367.33 feet and **LESS** the North 150.00 feet thereof.

Parcel B: Being the East 210.00 feet of said Lot 3.

Parcel C: Being the West 263.56 feet of the East 473.56 feet of the North 150.00 feet of said Lot 3.

Parcel D: Being the North 130.00 feet of the West 100.00 feet of said Lot 4.

TOGETHER WITH:

The West 300.00 feet of the East 420.00 feet of the West 620.00 feet (as measured along the North and South boundaries thereof) of Lot 6, PLAT OF SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, according to the plat thereof recorded in Plat Book 18, Page 4 of the Public Records of Palm Beach County, Florida, LESS and EXCEPTING the North 175.00 feet (as measured at right angles to the North boundary thereof).

TOGETHER WITH:

A parcel of land in GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida; and being more particularly described as follows, to wit:

From the Southeast corner of Lot 3 of the SUBDIVISION OF GOVERNMENT LOT 8, Section 4, Township 42 South, Range 43 East, as same is recorded in Plat Book 18, Page 4 of the Public Records of Palm Beach County, Florida, run West with the South line of Lot 3 for a distance of 210.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence continue West for a distance of 132.33 feet to a point; thence North and parallel to the East line of said Lot 3, for a distance of 153.03 feet to a point in the South line of Van Munster; thence East and parallel to the North line of said Lot 3, for a distance of 132.33 feet to a point; thence South and parallel to the East line of said Lot 3 for a distance of 152.84 feet to the POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING at a point in the South line of said Lot 3, 210 feet from the Southwest corner of said Lot 3, running East along said South line a distance of 25 feet; thence North and parallel to the East line of said Lot 3, to a point 150 feet from the North line of said Lot 3, thence West and parallel to the North line of said Lot 3, a distance of 25 feet, thence South and parallel to the East lot line of said Lot 3, a distance of 152.53 feet to a POINT OF BEGINNING.

**Parcel Two (PCN: 68-43-42-04-10-008-0045):**

The South 172.53 feet of the West 100 feet and the South 112.33 feet of the East 50.16 feet of the West 150.16 feet of that certain parcel of land shown as "Lot 4-Not Included" on the Plat of **SUBDIVISION OF GOVERNMENT LOT 8**, Section 4, Township 42 South, Range 43 East, recorded in Plat Book 18, Page 4 of the Public Records of Palm Beach County, Florida.

**Parcel Three (PCN: 68-43-42-04-18-001-0000):**

All of the PLAT OF NORTH PALM BEACH PRIVATE SCHOOL, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 30, Book 204; Less those portions dedicated to Board of County Commissioners for Right of Way purposes.

**Parcel Four (PCN: 68-43-42-04-10-008-0050):**

From the Northeast corner of Lot 5 according to the Plat of subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, as recorded in Plat Book 18, Page 4, in and for the records of Palm Beach County, Florida; thence Westerly along the North line of said Lot 5 a distance of 9.84 more or less feet to the Westerly right-of-way line of U.S. Highway No. 1 and the point of beginning of the herein described parcels; thence continue along the North line of said Government Lot 5 a distance of 240.28 feet to a point; thence run Southerly at right angles to the North line of said Lot 5, a distance of 74.91 feet to a point; thence run Easterly parallel with the North line of said Lot 5, a distance of 273.6 feet to a point in the Westerly right-of-way line of said U.S. Highway No. 1; thence run Northwesterly along said Westerly right-of-way line a distance of 82 feet to the point of beginning of the herein described parcel.

**TOGETHER WITH:**

From the Northeast corner of Lot 5, according the Plat of subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, as recorded in Plat Book 18, Page 4, in and for the records of Palm Beach County, Florida; thence run Southeasterly S2347'30"E along the Westerly right-of-way line of Highway No. 1, a distance of 82.00 feet to the point of beginning; thence continue Southeasterly along said Westerly right-of-way line, a distance of 200.04 feet to a point; thence North 89 54'40"W a distance of 273.41 feet to a point; thence North 23 47'30"W a distance of 200.63 feet to a point; thence run S89 47'58"E a distance of 273.64 feet more or less to a point in the Westerly right-of-way line of U.S. Highway No. 1, and the point of beginning of the above described parcel.

**Parcel Five (PCN: 68-43-42-04-10-008-0066):**

The South 125 feet (measured at right angles to the South boundary thereof) of Lot 6, Plat of Subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, according to the plat thereof recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida, less the West 620 feet (measured along the North and South boundaries thereof), less that portion conveyed to Palm Beach County by Deed recorded in Deed Book 1150, at page 32.

**Parcel Six (PCN: 68-43-42-04-10-008-0069):**

A parcel of land being a portion of Lot 6, of the Plat of Subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, according to the Plat thereof, as recorded in Plat Book 18, Page 4, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

The Northerly 125 feet (measured at right angles to North boundary thereof) of the Easterly 142.27 feet of the westerly 620 feet (measured along North and South boundaries).

Together with a portion of the right-of-way for Carolinda Drive (50 feet in width and 142.47 feet in length) located along the southern boundary of the parcel.

EXHIBIT "B"

LEGAL DESCRIPTION:

**(PCN: 68-43-42-04-10-008-0043):**

Parcel 1:

A portion of that parcel of land shown as "Lot 4-Not Included" on the Plat of Subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, recorded in Plat Book 18, Page 4, public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Lot 4; thence run Westerly along the South line of said Lot 4, 9.84 feet to the point of intersection of the West right-of-way line of U.S. One and the North right-of-way line of McClaren Road; thence continue Westerly along the South line of said Lot 4, a distance of 100.00 feet to the Point of Beginning of the herein described parcel; thence run Northwesterly along a line parallel with the East line of said Lot 4, a distance of 122.46 feet, more or less, to a point in a line which is parallel to the North line of said Lot 4 and 190 feet South of the said North line of Lot 4, as measured along the West line of said Lot 4; thence run Westerly along this said parallel line a distance of 190.00 feet; thence run Southerly to a point in the South line of said Lot 4, this point being 240.00 feet Westerly as measured along the South line of said Lot 4, from the Point of Beginning; thence run Easterly along the South line of said Lot 4 a distance of 240.00 feet to the Point of Beginning.

AND

Parcel 2:

Part of Lot 4, as shown on the plat of Government Lot 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, and recorded in Plat Book 18, Page 4, Palm Beach County Public Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 4, aforescribed, thence Southeasterly along the East line of said Lot 4, a distance of 129.49 feet; thence Westerly, parallel to the North line of said Lot 4, a distance of 9.84 feet to the Point of Beginning of the parcel of land to be herein described; thence continue Westerly along the same course a distance of 90.16 feet; thence Southeasterly, parallel to the said East line of Lot 4, a distance of 78.25 feet; thence Westerly, parallel to the said North line of Lot 4, a distance of 9.84 feet; thence Southeasterly, parallel to the East line of Lot 4 aforescribed, a distance of 122.46 feet to a point in the South line of Lot 4 aforescribed; thence Easterly along the said South line of Lot 4, a distance of 100.00 feet; thence Northwesterly, parallel to the said East line of Lot 4, a distance of 200.50 feet to the Point of Beginning.

Prepared by and after recording return to:  
Jeremy D. Bowerman, Esq.  
Jeck, Harris, Raynor & Jones, P.A.  
790 Juno Ocean Walk, Suite 600  
Juno Beach, FL 33408

Parcel Control Numbers:  
68-43-42-04-10-008-0030  
68-43-42-04-10-008-0043

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### DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this 7<sup>th</sup> day of April, 2025, by The Benjamin Private School, Inc., a Private School Corporation ("Declarant").

#### RECITALS:

A. Declarant is the owner of the real property described on **Exhibit A** attached hereto and made a part hereof (the "Property"), located in Palm Beach County, Florida and within the jurisdictional limits of the Village of North Palm Beach, Florida (the "Village"); and

B. Declarant desires to redevelop portions of the Property in accordance with that amended site plan approved by the Village, a copy of which is attached hereto as **Exhibit B** and made a part hereof (the "Site Plan") to, inter alia, improve traffic circulation; and

C. The Village has a health, safety, and welfare interest in ensuring that any proposed redevelopment be in accordance with the Village's comprehensive plan and all applicable land development regulations and development permits and orders then in effect; and

D. Having determined that Declarant's proposed redevelopment of portions of the Property in accordance with the Site Plan satisfies the foregoing, the Village has approved the same with a condition that this Declaration be executed and recorded in the Public Records of Palm Beach County, Florida; and

E. The Village is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby subjects the Property to the following restrictions:

1. Recitals. The above recitals are incorporated herein by reference as though set forth in full in this Section 1.

2. Unified Control. All structures, uses, pedestrian areas, and parking areas on the Property are and will be part of The Benjamin School Planned Unit Development as approved by the Village, regardless of whether portions of the Property may now or from time to time be held in separate ownership. In furtherance of the foregoing, any redevelopment of the Property or portions thereof shall be in accordance with the Site Plan, as may be amended from time to time with approval from the Village.

3. Covenants Run with the Land. The covenants and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Property.

4. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instrument executed by the Declarant with the consent of the Village Manager.

5. Miscellaneous.

- a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of this Declaration or the application thereof to any person or circumstance should to any extent be held invalid or unenforceable, the remainder of this Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
- b. This Declaration shall be recorded in the Public Records of Palm Beach County, Florida.
- c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.
- d. This Declaration shall be paramount and superior to all leases, conveyances, transfers, liens, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
- e. As third party beneficiary, the Village has the right, but not the obligation to enforce this Declaration through legal, equitable or administrative proceedings.
- f. Venue for any legal action regarding this Declaration shall be in Palm Beach County, Florida.

[END OF TEXT]

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

*Signed, sealed and delivered  
in the presence of:*

**DECLARANT:**

The Benjamin Private School, Inc., a Private  
School Corporation

By: David C. Faus  
Name: David C. Faus  
Title: Head of School

Lola Arbuzov  
Print Name: LOLA ARBUZOV  
Address: 12668 WOODMILL DR.  
PALM BEACH GARDENS FL

Deanna Ball  
Print Name: Deanna Ball  
Address: 7831 SE Double Tree Dr.  
Hobe Sound, FL 33455

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of April, 2025, by DAVID C FAUS, as Head of School of The Benjamin Private School, Inc., a Private School Corporation, on behalf of said corporation. DAVID C FAUS is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

Leslie L Downs

Notary Public

Leslie Downs

Name typed, printed or stamped

My Commission Expires: 10/11/28



Leslie L. Downs  
Comm.: HH 600056  
Expires: Oct. 11, 2028  
Notary Public - State of Florida

**EXHIBIT A**  
(Property Legal Description)

Parcel A (PCN: 68-43-42-04-10-008-0030):

All lands described in that certain Unity of Title recorded in Official Records Book 26021, Page 1642 of the Public Records of Palm Beach County, Florida.

Parcel B (PCN: 68-43-42-04-10-008-0043):

Parcel 1:

A portion of that parcel of land shown as "Lot 4-Not Included" on the Plat of Subdivision of Government Lot 8, Section 4, Township 42 South, Range 43 East, recorded in Plat Book 18, Page 4, public records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Lot 4; thence run Westerly along the South line of said Lot 4, 9.84 feet to the point of intersection of the West right-of-way line of U.S. One and the North right-of-way line of McClaren Road; thence continue Westerly along the South line of said Lot 4, a distance of 100.00 feet to the Point of Beginning of the herein described parcel; thence run Northwesterly along a line parallel with the East line of said Lot 4, a distance of 122.46 feet, more or less, to a point in a line which is parallel to the North line of said Lot 4 and 190 feet South of the said North line of Lot 4, as measured along the West line of said Lot 4; thence run Westerly along this said parallel line a distance of 190.00 feet; thence run Southerly to a point in the South line of said Lot 4, this point being 240.00 feet Westerly as measured along the South line of said Lot 4, from the Point of Beginning; thence run Easterly along the South line of said Lot 4 a distance of 240.00 feet to the Point of Beginning.

AND

Parcel 2:

Part of Lot 4, as shown on the plat of Government Lot 8, Section 4, Township 42 South, Range 43 East, Palm Beach County, Florida, and recorded in Plat Book 18, Page 4, Palm Beach County Public Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 4, aforescribed, thence Southeasterly along the East line of said Lot 4, a distance of 129.49 feet; thence Westerly, parallel to the North line of said Lot 4, a distance of 9.84 feet to the Point of Beginning of the parcel of land to be herein described; thence continue Westerly along the same course a distance of 90.16 feet; thence Southeasterly, parallel to the said East line of Lot 4, a distance of 78.25 feet; thence Westerly, parallel to the said North line of Lot 4, a distance of 9.84 feet; thence Southeasterly, parallel to the East line of Lot 4 aforescribed, a distance of 122.46 feet to a point in the South line of Lot 4 aforescribed; thence Easterly along the said South line of Lot 4, a distance of 100.00 feet; thence Northwesterly, parallel to the said East line of Lot 4, a distance of 200.50 feet to the Point of Beginning.

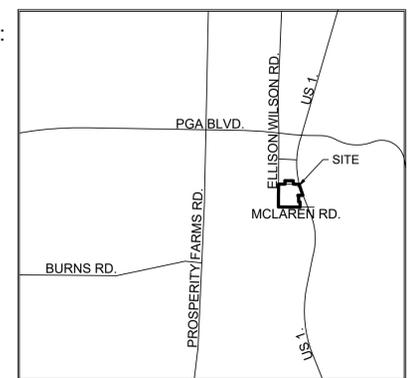
**EXHIBIT B**  
(Site Plan)

*See attached*

Copyright  
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Date:	06.01.2010
Project No.:	05-017.002
Designed By:	LMB
Drawn By:	LMB
Checked By:	WTCV
Submittal Dates / Comments	
10.26.10	LMB Submittal
02.15.11	SCM SP Revisions
03.15.11	SCM Add Area
03.16.12	SCM Submittal
06.29.12	SCM Resubmit to Village
12.03.12	SCM Resubmit to Village
04.17.13	SCM Add Security Fences
03.14.17	SCM/TLM Add Stem Building
04.11.17	SCM/TLM Add Stem Building
05.18.17	TLM Resubmittal
06.08.17	TLM Resubmittal
04.04.19	JWB As-Built Stem Bldg.
10.14.24	JEV SUBMITTAL
12.20.24	RESUBMITTAL

### LOCATION MAP



### Setback Table

In accordance with Appendix C, Article III,  
The following are the required and proposed setbacks:  
Front: Min 50'  
Side Street: Min 100'  
(US 1)  
Side Street: NA  
(Ellison Wilson Rd.)  
Rear: NA

### SITE DATA

NAME OF DEVELOPMENT	THE BENJAMIN SCHOOL
PRINCIPAL USE	PRIVATE SCHOOL
EXISTING LAND USE DESIGNATION	EDUCATIONAL/COMMERCIAL
PROPOSED LAND USE DESIGNATION	COMMERCIAL
EXISTING ZONING	C1, C1A, R2
PROPOSED ZONING	C1/PUD
SECTION 04 TOWNSHIP 42 RANGE 43	
PCN(S)	
68-43-42-04-18-001-0000	68-43-42-04-10-008-0050
68-43-42-04-10-008-0030	68-43-42-04-10-008-0066
68-43-42-04-10-008-0045	68-43-42-04-10-008-0069
68-43-42-04-10-008-0043	
SITE AREA	15,747 AC. (686,044.89 S.F.)
MAX FLOOR TO AREA RATIO (FAR)	.35
EXISTING FAR	.25
PROPOSED FAR	.25
MAX LOT COVERAGE	25%
EXISTING LOT COVERAGE	19.9%
PROPOSED LOT COVERAGE	20.1%
MAX BUILDING HEIGHT	4 STORIES (44')
EXISTING BUILDING AREA	165,481 S.F.
PROPOSED OFFICE BUILDING	4,837 S.F.
EXISTING OFFICE BLDG. TO BE DEMOLISHED	2,300 S.F.
TOTAL BUILDING AREA	168,018 S.F.
TOTAL PARKING REQUIRED	
TOTAL REQUIRED PARKING	223 SP.
TOTAL PROVIDED PARKING	321 SP.
EXISTING CAMPUS PARKING	132 SP.
NORTH AREA PARKING	118 SP.
PROPOSED PARKING (INCLUDING OF ACCESSIBLE PARKING - 4 SP.)	71 SP.
ACCESSIBLE PARKING REQUIRED	
ACCESSIBLE PARKING PROVIDED	10 SP.

### APPROVED WAIVERS

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
W1.	Sec 45-91A.1.a.	1. There shall be foundation landscaping within five (5) feet of all buildings and structures.	Foundation landscaping provided along north and east building facade.	Allow proposed foundation planting along (2) facades of the proposed administrative office building.
		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.		
W2.	Sec 45-91B.2.	A minimum of one (1) tree shall be planted for each seventy-five (75) linear feet of building perimeter, using a species suitable for this location.	One (1) proposed foundation planting tree on east facade of building	Allow reduction of three (3) required foundation planting trees for proposed administrative office building.
324.3 LF / 75 = 4 Required Foundation Planting Trees				

### PROPOSED WAIVERS

Code	Item	Requirement	Waiver
45-2, 45-19	Definition of Parcel of Land	Definition of Parcel of land occupied by one main building and its accessory buildings	Parcel of land occupied by more than one main building (e.g. multiple classroom buildings)
Part II, Chapter 27	Trees and Shrubbery	27-17 & 27-18 Landscape Adjacent To Public Rights-of-Ways 27-63 Perimeter Landscaping Abutting Properties 27-64	
Appendix C, Article III	Setbacks, Parking	45-33	

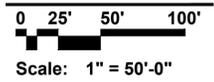
See Justification Statement for waiver requests.

### LOWER SCHOOL BUILDINGS, SQUARE FOOTAGES & PARKING

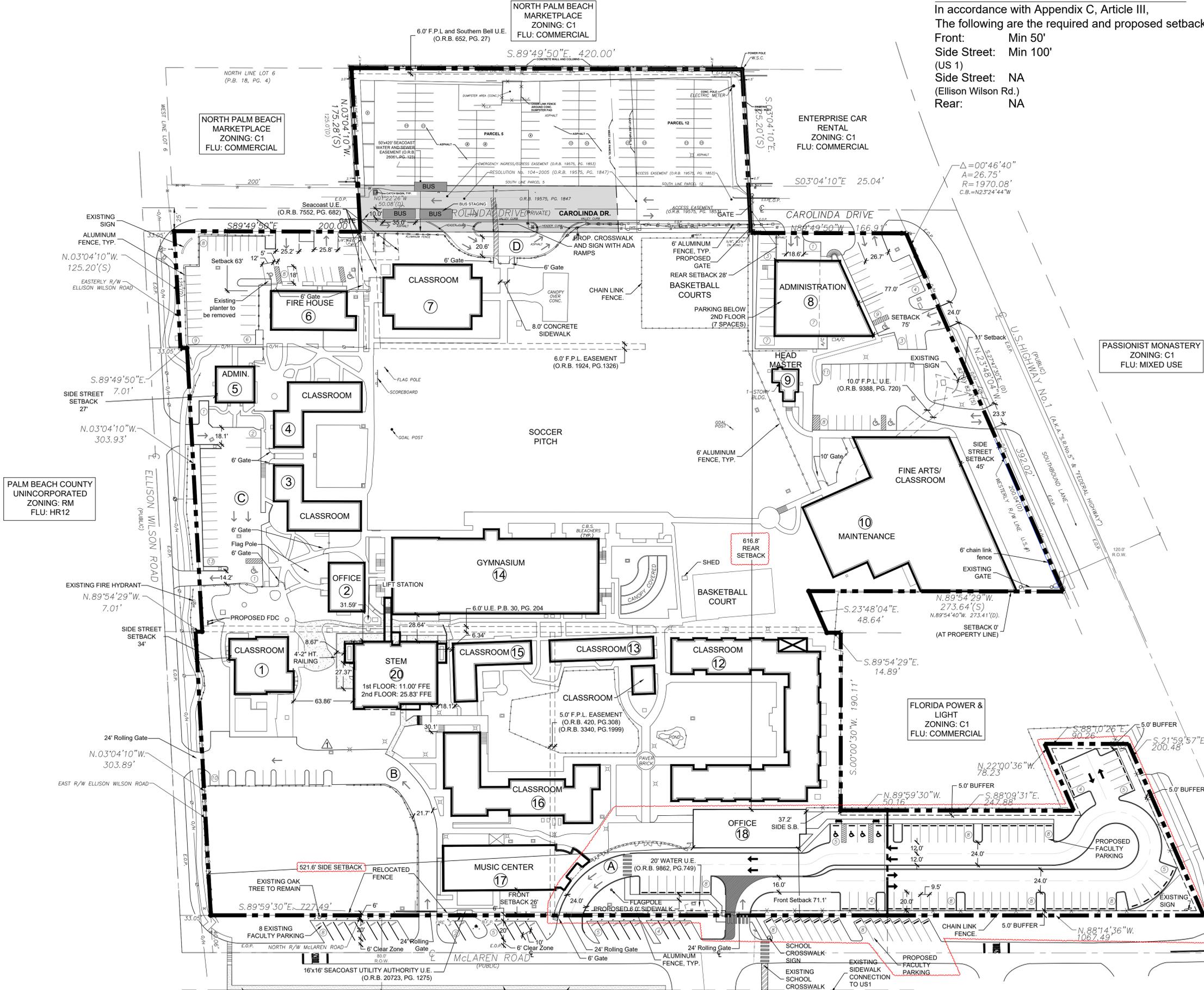
Building	Square Footage	Parking Spaces Required
1. Classroom	4,828 sf	5 sp.*
2. Office	2,268 sf	2 sp.*
3. Classroom	4,689 sf	5 sp.*
4. Classroom	4,689 sf	5 sp.*
5. Admission	2,062 sf	2 sp.*
6. Fire House	3,534 sf	4 sp.*
7. Classroom	12,536 sf	13 sp.*
8. Administration	8,000 sf	8 sp.*
9. Headmaster	769 sf	1 sp.*
10. Fine Arts/Class Rm/ Maintenance	25,355 sf	25 sp.*
12. Classroom	18,000 sf	18 sp.*
13. Classroom	3,472 sf	3 sp.*
14. Classroom/ Library/ Wrestling room/ Gym/ Locker room/ Offices	350 seats	88 sp.**
15. Classroom	3,217 sf	3 sp.*
16. Classroom	13,553 sf	14 sp.*
17. Music Center	6,900 sf	7 sp.*
18. Office	4,837 sf	5 sp.*
20. Stem Building	13,171 SF	13 sp.*
<b>Total</b>		<b>223 sp.</b>

\* Per Section 45-28.F.4; 1 parking space per 1,000 SF of floor area.  
\*\* Per Section 45-33.E.5; 1 parking space per 4 seats of Auditorium.

# The Benjamin School Lower School North Palm Beach, Florida Record Site Plan



Scale: 1" = 50'-0"  
**SP-1**  
of 1



**Note:**

- 45 parking spaces are available at Crystal Tree Plaza for Benjamin School parent parking for drop-off and pickup per agreement.
- 40 parking spaces in the McLaren Road ROW are subject of a licence agreement with Town of North Palm Beach.
- These spaces are not included in the provided parking tabular

CRYSTAL TREE  
ZONING: C1  
FLU: COMMERCIAL

### PICKUP AND DROP OFF LOCATION

- (A) WOW, Pre-K through 3rd grade
- (B) 2nd and 3rd grade (Middle School pickup only)
- (C) Middle School
- (D) 4th and 5th grade

PALM BEACH COUNTY  
UNINCORPORATED  
ZONING: RM  
FLU: HR12

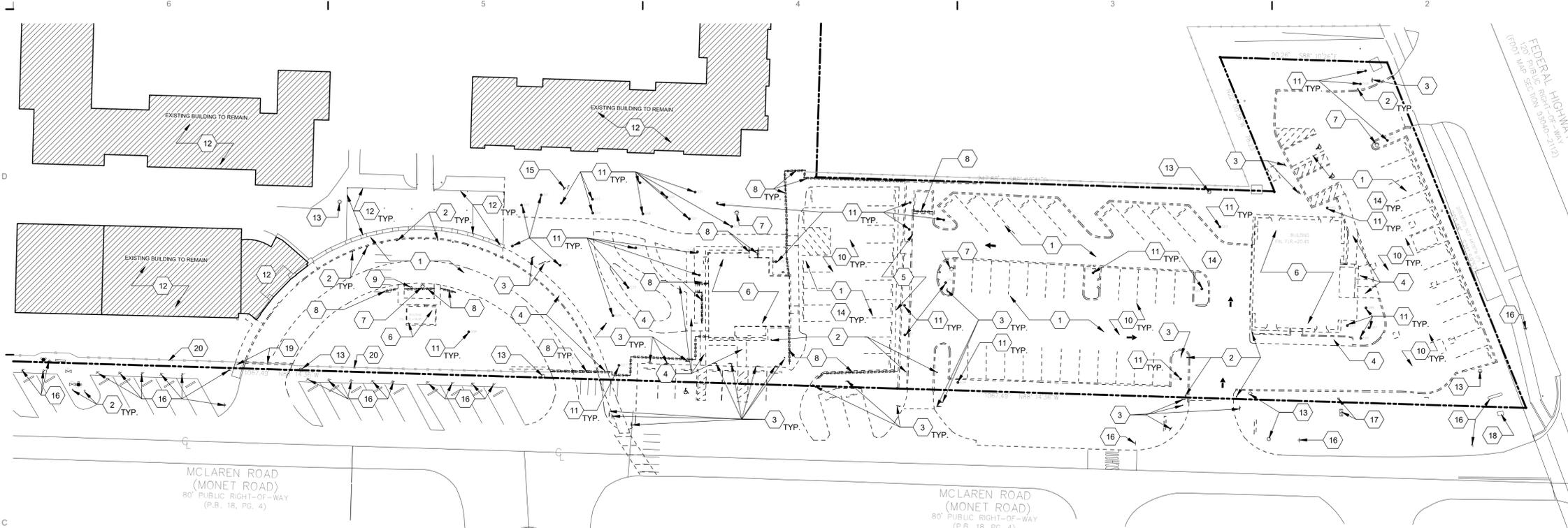
CONDO  
ZONING: R3  
FLU: HIGH DENSITY  
RESIDENTIAL

NORTH PALM BEACH  
MARKETPLACE  
ZONING: C1  
FLU: COMMERCIAL

ENTERPRISE CAR  
RENTAL  
ZONING: C1  
FLU: COMMERCIAL

PASSIONIST MONASTERY  
ZONING: C1  
FLU: MIXED USE

FLORIDA POWER &  
LIGHT  
ZONING: C1  
FLU: COMMERCIAL



**1 DEMOLITION SITE PLAN**  
1/32" = 1'-0"

**SITE DEMOLITION NOTES:**

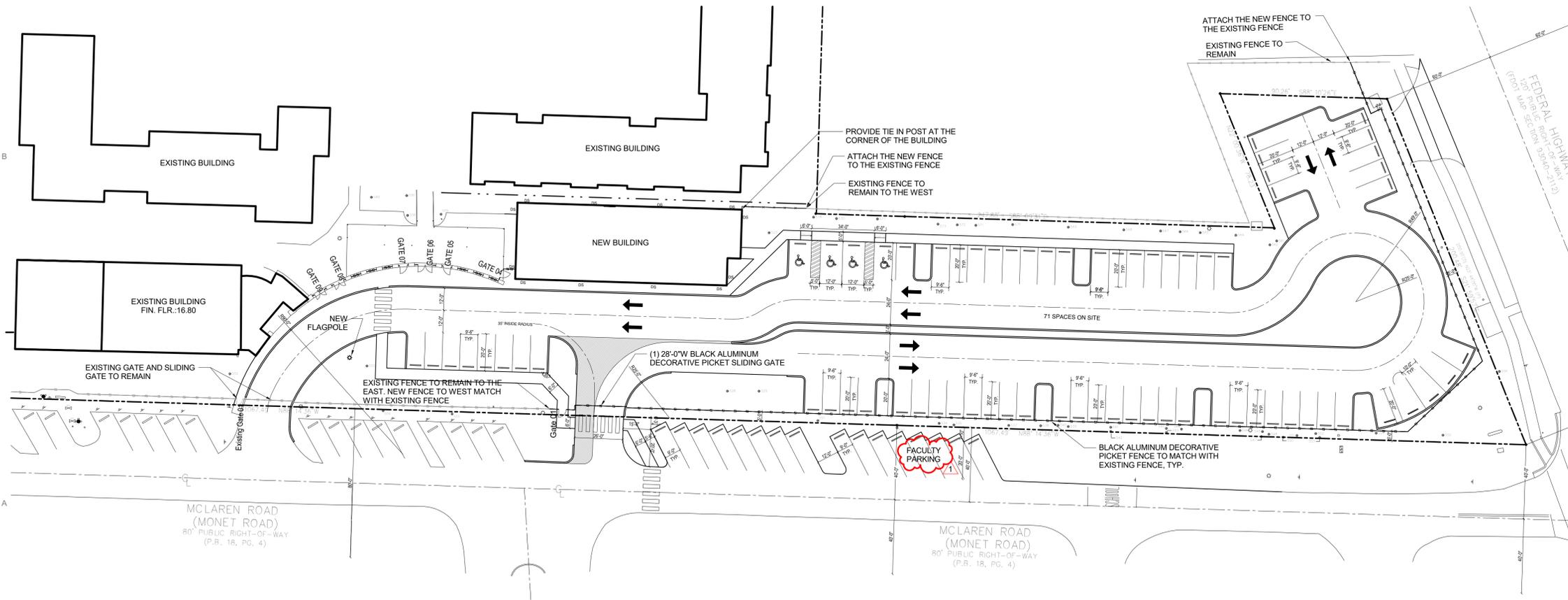
1. COMPLETELY REMOVE EXISTING ASPHALT PAVING SYSTEM, INCLUSIVE OF DRAINAGE STRUCTURES. COORDINATE REMOVAL OF UNDERGROUND UTILITIES W/ CIVIL DRAWINGS.
2. COMPLETELY REMOVE EXISTING BOLLARDS IN ITS ENTIRETY.
3. COMPLETELY REMOVE EXISTING SIGNAGE IN ITS ENTIRETY.
4. COMPLETELY REMOVE EXISTING CONCRETE WALKWAY/PAVER SYSTEM IN ITS ENTIRETY.
5. COMPLETELY REMOVE EXISTING SITE WALL COLUMN STRUCTURE IN ITS ENTIRETY INCLUSIVE OF FOOTINGS AND ALL ATTACHED COMPONENTS.
6. COMPLETELY REMOVE EXISTING BUILDING/ STRUCTURE IN ITS ENTIRETY, INCLUSIVE OF BELOW GRADE STRUCTURES & UTILITIES, METAL STAIRS & RAMPS AND ALL ASSOCIATED MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT, U.N.O.
7. COMPLETELY REMOVE EXISTING POLE MOUNTED LIGHT SYSTEM. COORDINATE WITH ELECTRICAL.
8. COMPLETELY REMOVE EXISTING FENCE SYSTEM AND ASSOCIATED GATES, U.N.O. INCLUDING FOUNDATION.
9. COMPLETELY REMOVE EXISTING FLAG POLE IN ITS ENTIRETY.
10. EXISTING WATER/ SANITARY/ STORM/ ELECTRICAL/ LOW VOLTAGE TO BE REMOVED. COORDINATE WITH CIVIL, PLUMBING AND ELECTRICAL.
11. EXISTING TREE. REFER TO TREE DISPOSITION PLAN IN CIVIL AND LANDSCAPE DOCUMENTS FOR REQUIREMENTS. (REFER TO SURVEY FOR TREE TYPE)
12. EXISTING STRUCTURE TO REMAIN. PROTECT DURING CONSTRUCTION.
13. EXISTING LIGHT POLE TO REMAIN. PROTECT DURING CONSTRUCTION.
14. COMPLETELY REMOVE EXISTING SITE FURNISHING IN ITS ENTIRETY.
15. REMOVE WELL PUMP INCLUDING ALL PIPING AND ELECTRICAL. CAP WELL BELOW GRADE.
16. EXISTING SIGNAGE TO REMAIN. PROTECT DURING CONSTRUCTION.
17. EXISTING IRRIGATION EQUIPMENT TO REMAIN (REFER TO CIVIL DRAWINGS). PROTECT DURING CONSTRUCTION.
18. AT&T HAND HOLE TO REMAIN.
19. EXISTING GATE TO REMAIN. PROTECT DURING CONSTRUCTION.
20. EXISTING FENCE TO REMAIN (SEE SITE PLAN). PROTECT DURING CONSTRUCTION.

**GENERAL DEMOLITION NOTES**

1. SITE VISIT - PRIOR TO SUBMITTING A PRICE, CONTRACTOR SHALL VISIT THE PROJECT SITE AND THOROUGHLY BECOME FAMILIAR WITH EXISTING CONDITIONS. NO CLAIMS FOR ADDITIONAL WORK DUE TO OBSERVABLE CONDITIONS WILL BE CONSIDERED.
2. DEMOLITION WORK - CARRY OUT DEMOLITION WORK TO CAUSE AS LITTLE INCONVENIENCE TO ADJACENT OCCUPIED BUILDING AREAS. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION. TAKE CARE TO PREVENT DAMAGE AND EXCESSIVE NOISE OR VIBRATION SO AS TO NOT DISTURB ADJACENT AREAS TO REMAIN.
3. SCHEDULING - SCHEDULE DEMOLITION WORK WITH FACILITY ADMINISTRATION/ OWNER PRIOR TO START OF THE WORK.
4. PROTECTION - EXERCISE CARE DURING WORK TO PROTECT EXISTING ELEMENTS AND SYSTEMS TO REMAIN. REPAIR TO EXISTING CONSTRUCTION DUE TO DAMAGE CAUSED BY PERFORMING THE WORK SHALL BE PERFORMED AT COST TO THE OWNER.
5. HAZARDOUS MATERIALS - THE CONTRACTOR SHALL IMMEDIATELY REPORT ANY HAZARDOUS OR TOXIC MATERIALS DISCOVERED TO ARCHITECT, OWNER, AND AUTHORITIES HAVING JURISDICTION.
6. WHERE OPENINGS ARE CREATED IN EXISTING CONSTRUCTION TO REMAIN, VISIBLE EDGES OF THE OPENING SHALL BE FINISHED TO A MATCHING CONDITION OF SIMILAR EXISTING OPENINGS IN THE AREA OF WORK.
7. WHERE DOORS OR WINDOWS OR SYSTEMS IN AN EXISTING OPENING ARE REMOVED, REMOVE ALL NON STRUCTURAL ELEMENTS SUCH THAT WILL ALLOW FOR REQUIRED INFILL WALLS ALIGNED TO BE FINISHED AND MATCHED FLUSH ON BOTH VISIBLE SIDES OF ADJACENT WALLS U.O.N.
8. WHERE EXISTING MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION SYSTEMS ARE AFFECTED BY DEMOLITION WORK, THE SERVICES SHALL BE REMOVED TO A POINT WHERE THEY CAN BE CAPPED AND TERMINATED U.O.N.
9. WHERE NEW FINISHES ARE SCHEDULED FOR EXISTING OR RENOVATED SPACES, REMOVE EXISTING FINISHES AND PREPARE SUBSTRATES AS REQUIRED TO RECEIVE NEW FINISHES AS SCHEDULED. PREPARATION INCLUDES BUT IS NOT LIMITED TO: PATCHING AND/OR LEVELING OF FLOORS, SKIM COATING OF GYPSUM AND PLASTER SURFACES, SANDING OF NON-PRE-FINISHED METALS.
10. CUTTING AND PATCHING REQUIRED FOR THE INSTALLATION OF WORK OF OTHER TRADES SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER. REFER TO MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS AS APPLICABLE. SUCH CUTTING AND PATCHING INCLUDES BUT IS NOT LIMITED TO ROOF PENETRATIONS AND FLASHINGS, CEILING REMOVAL AND REPLACEMENT, DRYWALL AND MASONRY PARTITIONS, CONCRETE FLOORS ETC.
11. WHERE DEMOLITION WOULD AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING, PROVIDE TEMPORARY SUPPORTS. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY FOUND CONDITION WHICH WOULD REPRESENT A HAZARDOUS CONDITION TO THE STRUCTURE BEFORE PROCEEDING. DO NOT PERFORM STRUCTURAL DEMOLITION UNTIL APPROVED MEANS OF SUPPORTS IS INSTALLED.
12. CONSTRUCTION LIMITS - SOME ITEMS OF DEMOLITION MAY REQUIRE ACCESS IN AREAS OUTSIDE OF THE CONSTRUCTION LIMITS. PROPER COORDINATION AND NOTIFICATION OF THE OWNER SHALL BE REQUIRED PRIOR TO PERFORMING SUCH WORK.
13. ALL MATERIALS REMOVED UNDER THIS CONTRACT, WHICH IS NOT TO BE SALVAGED OR REUSED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE. TO CONVEY MATERIALS, USE MOVABLE COVERED, DEBRIS BOXES. DO NOT STORE/ PERMIT DEBRIS TO ACCUMULATE ON SITE.
14. FLOORS - CONTRACTOR SHALL FIELD VERIFY LEVELNESS OF EXISTING FLOOR SLABS AFTER COMPLETION OF DEMOLITION WORK AND BRING TO THE ARCHITECT'S ATTENTION ANY DEVIATION FROM SPECIFIED TOLERANCES. ANY CORRECTIVE WORK SHALL BE ACCOMPLISHED PRIOR TO NEW CONSTRUCTION.
15. EQUIPMENT COORDINATION - OWNER AND CONTRACTOR SHALL COORDINATE PRIOR TO CONSTRUCTION FOR ANY SYSTEM/ DEVICE/ EQUIPMENT THE OWNER PREFERS TO REMOVE INCLUDING ITS STORAGE REQUIREMENTS.
16. DEMOLITION NOTES - NUMBERED NOTES BELOW ARE SUMMERIZED FOR SYNOPSIS. THESE ARE NOT CONSIDERED TO BE ALL-INCLUSIVE OR COMPLETE IN OF THEMSELVES. PERFORM ADDITIONAL DEMOLITION THAT MIGHT REASONABLY BE REQUIRED FOR PREPARATION OF INSTALLING NEW WORK AND SPECIFIED FINISHES.
17. REFER TO CIVIL AND MEP DRAWINGS FOR ADDITIONAL SITE DEMOLITION KEYNOTES.
18. CM TO COORDINATE THE REMOVAL OF THE EXISTING LANDSCAPING AS REQUIRED TO REMOVE AND REPLACE SITE FENCING. COORDINATE WITH LANDSCAPE PLANS.

**SITE PLAN NOTES:**

1. WORK SHALL BE SCHEDULED WITH THE FACILITY TO MINIMIZE DISRUPTION OF ON-GOING OPERATIONS.
2. BEFORE WORK IN ANY EXISTING AREA COMMENCES THE OWNER/ ADMINISTRATION MUST BE NOTIFIED AND THE AREAS RELEASED FOR CONSTRUCTION.
3. THE CONSTRUCTION PHASING OF THIS PROJECT IS OF THE UTMOST IMPORTANCE. ALL TRADES SHALL GUARANTEE THAT THEIR WORK IS IN ACCORD WITH THE PHASING PLANS. SHOULD IT BE NECESSARY TO ACCOMPLISH WORK IN AREAS WHICH ARE NOT INCLUDED IN THE PHASING PLANS, SUCH WORK SHALL BE DONE WITH THE MINIMUM OF DISTURBANCES AND INTERRUPTIONS OF EXISTING SERVICES AS POSSIBLE. ALL SERVICE INTERRUPTION ESSENTIAL TO THE WORK SHALL BE SCHEDULED WITH THE OWNER. ALL TRADES SHALL COOPERATE AND COORDINATE THEIR WORK TO ALLOW THE COMPLETION OF THE WORK WITH THE LEAST POSSIBLE NUMBER OF INTERFERENCES WITH THE SERVICES OF THE EXISTING BUILDING.
4. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN SAFE EXITS, CLEARLY MARKED DIRECTION, INFORMATION AND WARNING SIGNAGE CONFORMING TO EXISTING SIGNAGE SIZE, SHAPE AND COLOR THROUGHOUT THE DURATION OF THE PROJECT. WORK SHALL BE PERFORMED TO ALLOW FOR CONTINUING ACCESS THROUGH CORRIDORS.
5. CONTRACTOR SHALL PROVIDE A DETAILED WORK SCHEDULE FOR PHASING OF THE WORK.
6. CONTRACTOR MAY RECOMMEND ALTERNATIVE PHASING PLANS SUBJECT TO THE OWNER'S APPROVAL.
7. SILENCERS SHALL BE REQUIRED IN HILTI GUNS AND OTHER SPECIAL TOOLS FOR CONSTRUCTION.
8. CONTRACTOR SHALL FOLLOW INTERIM LIFE SAFETY MEASURES AS REQUIRED BY THE OWNER, REFER TO THE SPECIFICATIONS.
9. INSTALLATION OF NEW FINISHES SHALL IMMEDIATELY FOLLOW REMOVAL OF OLD FINISHES TO MINIMIZE DISRUPTION TO FACILITY.
10. IT IS ASSUMED THAT WORK WILL BE REQUIRED IN OCCUPIED AREAS SCHEDULED FOR LATER PHASED WORK TO EXTEND SERVICES AND UTILITIES. SUCH WORK SHALL BE SCHEDULED WITH THE OWNER/ ADMINISTRATORS TO MINIMIZE DISRUPTION OF ON GOING OWNER OPERATIONS. IF A HEALTHCARE RELATED PROJECT, PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH INFECTION CONTROL, PHASING AND DEMOLITION REQUIREMENTS INCLUDED IN THE ENTIRE CONTRACT DOCUMENTS, THE OWNER'S INFECTION CONTROL CONSTRUCTION WORKSHEETS AND THE OWNER'S INFECTION CONTROL STANDARD PROCEDURES. PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL MEET WITH THE OWNER TO REVIEW PHASING, SCOPE OF WORK AND FACILITY'S REQUIREMENTS.
11. ALL TEMPORARY CONSTRUCTION BARRIER AND VESTIBULE ACCESS DOORS SHALL HAVE POSITIVE LATCHING HARDWARE AND CLOSER.



**2 PROPOSED SITE PLAN**  
1/32" = 1'-0"

- X- CHAIN LINK FENCE
- S- ARCHITECTURAL FENCE

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**The Benjamin School-Lower School**

**Admin. Bldg. & Parent Drop-off**

11000 Ellison Wilson Rd,  
North Palm Beach, FL, 33408

**SITE PLAN APPROVAL**

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Comm. No: 23108.00  
Date: 10/07/2024  
Drawn: AK

Revisions		
No.	Date	Revision Description
1	12/02/24	ADD. 1 STAFF COMMENTS

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TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

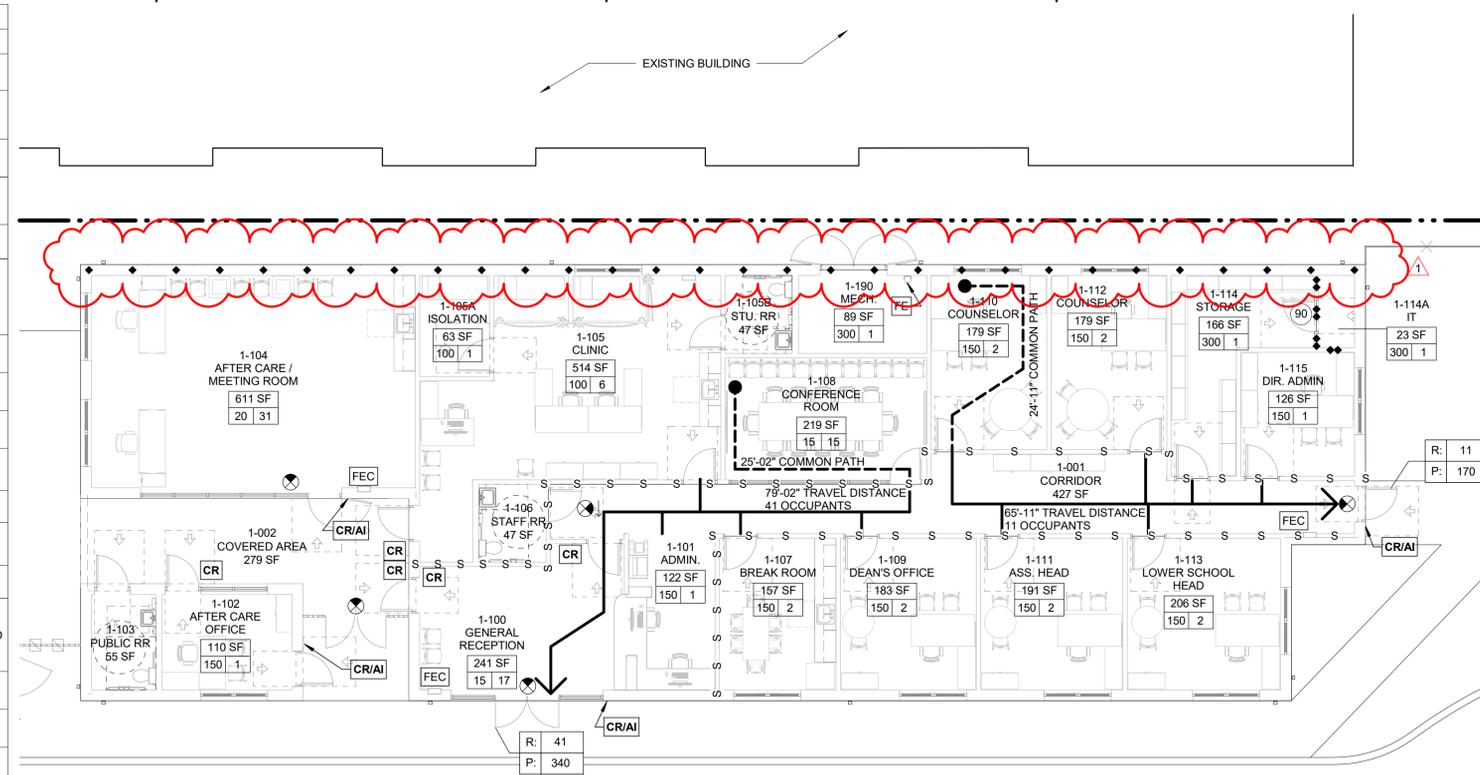
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**ARCHITECTURAL DEMO & PROPOSED SITE PLAN**

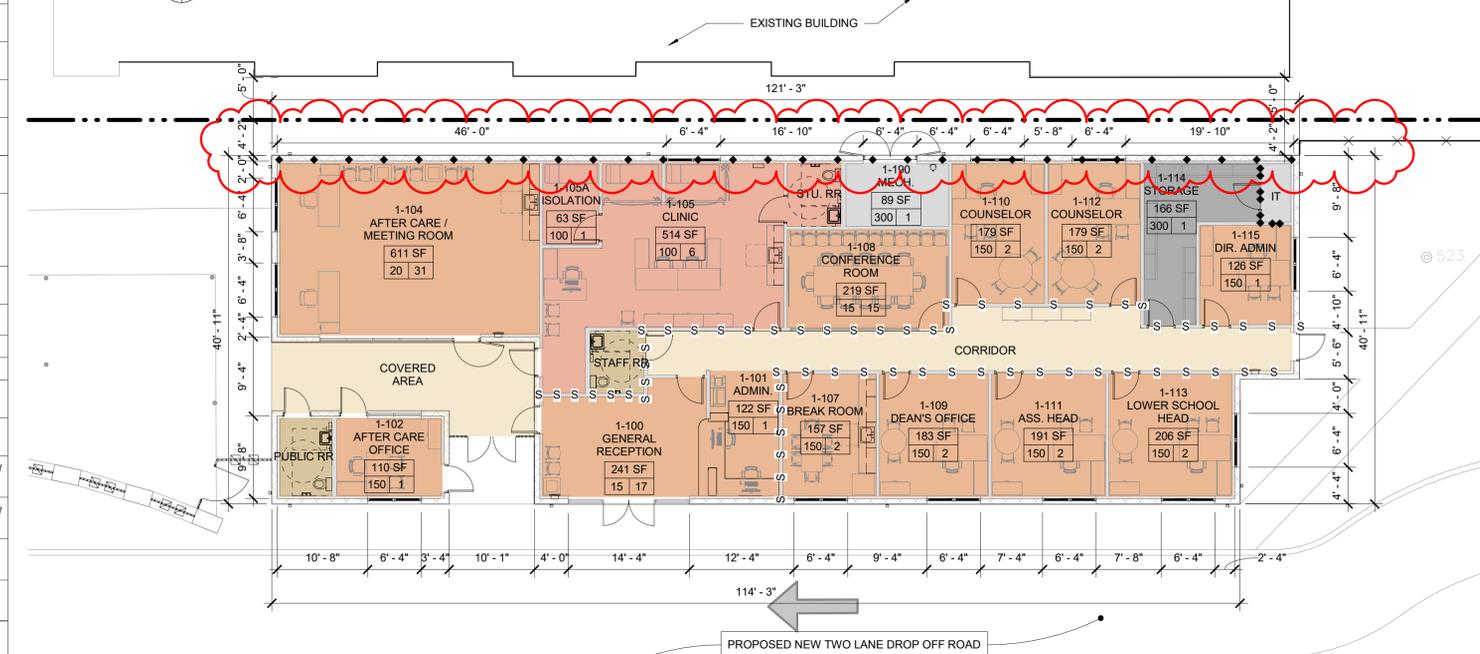
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BUILDING: ADMINISTRATION BUILDING AND DROP OFF AREA			
BUILDING CATEGORIZATION & PHYSICAL PROPERTIES			
CHAPTER 3 USE AND OCCUPANCY CLASSIFICATION	FLORIDA BUILDING CODE 8TH EDITION (2023)	FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023) NFPA 101	
	CHAPTER 3, SECTION 302 CHAPTER 4, SECTION 453 CHAPTER 5, SECTION 508	CHAPTER 6, SECTION 6.1.1	
	OCCUPANCY CLASSIFICATION: EDUCATIONAL GROUP E	OCCUPANCY CLASSIFICATION: EDUCATIONAL GROUP E	
CONSTRUCTION TYPE CHAPTER 5 TABLES 504.3, 504.4, 506.2	CHAPTER 6	CHAPTER 8 8.2.1.1 AND 8.2.1.2 TABLE A.8.2.1.2	
	TYPE II-B	TYPE II-B	
BUILDING PHYSICAL PROPERTIES	FLORIDA BUILDING CODE 8TH EDITION (2023)	FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023) NFPA101 (2021)	PROVIDED
	CHAPTER 5	CHAPTER 6 6.1.1.1. AND 6.1.1.2	
SPRINKLER SYSTEM	S1		YES
TABLE 504.3 ALLOWABLE HEIGHT IN FEET ABOVE GRADE PLANE	S: 75'-0"		24'-0"
TABLE 504.4 ALLOWABLE NO. OF STORIES ABOVE GRADE PLANE	S: 2 STORIES		1 STORY
BUILDING AREAS			
ADMINISTRATION BUILDING	4,880 GSF	OCCUPANTS: 84	
ADMIN BLDG: ALLOWABLE BUILDING AREA (FBC TABLE 506.2) FOR TYPE II-B / S1	ALLOWABLE: 58,000 GSF / PROVIDED: 4,880 GSF < 58,000 GSF THEREFORE OK		
FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS			
BUILDING ELEMENTS	FLORIDA BUILDING CODE 8TH EDITION (2023)	FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023)	PROVIDED
	TABLES 601, 602, 508.4, 509 & 1020.1	NFPA 101 7.1.3 AND TABLES 6.1.14.4.1 AND ANNEX TABLE A8.2.1.2	
STRUCTURAL FRAME	0 - HOUR	0 - HOUR	0 - HOUR
BEARING WALLS - EXTERIOR	0 - HOUR	0 - HOUR	0 - HOUR
BEARING WALLS - INTERIOR	0 - HOUR	0 - HOUR	0 - HOUR
NON-BEARING WALLS - EXTERIOR	0 - HOUR	0 - HOUR	0 - HOUR
NON-BEARING WALLS - INTERIOR	0 - HOUR	0 - HOUR	0 - HOUR
FLOOR CONSTRUCTION	0 - HOUR	0 - HOUR	0 - HOUR
ROOF CONSTRUCTION	0 - HOUR	0 - HOUR	0 - HOUR
OCCUPANCY SEPARATION TABLE 508.4	0 - HOUR	0 - HOUR	0 - HOUR
CORRIDORS TABLE 1020.1	0 - HOUR	0 - HOUR	0 - HOUR
FIRE AND SMOKE PROTECTION FEATURES			
	FLORIDA BUILDING CODE 8TH EDITION (2023)	FLORIDA FIRE PREVENTION CODE 8TH EDITION (2021) NFPA 101 (2021)	PROVIDED HR=HOUR
	CHAPTER 7	CHAPTERS 7 AND 8	
706: FIRE WALLS	TABLE 706.4	SECTION 8.3	N/A
707: FIRE BARRIERS:			
707.3.7 INCIDENTAL USES	TABLE 509	6.1.14.1.3.1	0 HR
707.3.9 SEPARATED OCCUPANCIES	TABLE 508.4	6.1.14.4.1	0 HR
708: FIRE PARTITIONS	TABLE 1020.1 CORRIDOR WALLS	SECTION 7.1.3.1 SECTION 8.3	0 HR
710: SMOKE PARTITIONS		SECTION 8.4	SEE PLANS
714: PENETRATIONS	NOT LESS THAN FIRE REQUIRED RESISTANCE RATING OF ASSEMBLY BEING PENETRATED	SECTION 8.3.5	SEE DETAILS/ SPECS
715: FIRE-RESISTANT JOINT SYSTEMS	715.4 EXTERIOR CURTAIN WALL/ FLOOR INTERSECTION: FIRE RATING NOT LESS THAN FLOOR RATING	SECTION 8.3.5.1 SECTION 8.3.6.7	SEE DETAILS/ SPECS
716: OPENING PROTECTIVE	TABLE 716.5 TABLE 716.6	SECTION 8.3.4.2	SEE DOOR SCHEDULE/ SPECS
717: DUCT AND TRANSFER OPENINGS		SECTION 8.5.5	SEE MECH. DRAWINGS/ SPECS
MEANS OF EGRESS			
MEANS OF EGRESS COMPONENT	FLORIDA BUILDING CODE 8TH EDITION (2023)	FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023) NFPA 101 - LIFE SAFETY CODE	PROVIDED
OTHER EGRESS COMPONENTS: 0.2 INCHES PER OCCUPANT	SECTION 1005.3.2	TABLE 7.3.3.1	
COMMON PATH OF EGRESS TRAVEL	SECTION 1006.2.1 75'	ANNEX A TABLE A.7.6 100'	SEE LIFE SAFETY PLANS
EXIT ACCESS TRAVEL DISTANCE	TABLE 1017.2 250'	ANNEX A TABLE A.7.6 200'	SEE LIFE SAFETY PLANS
MINIMUM CORRIDOR WIDTH	SECTION 1020.2: 44 INCHES 72" IF 100 OR MORE OCCUPANTS	SECTION 7.3.4: 44 INCHES 72" IF 100 OR MORE OCCUPANTS (FFPC 14.2.3.2.1 AND 14.2.3.2.2)	> THAN LISTED AT LEFT
MAXIMUM DEAD END CORRIDOR	20' MAX <sup>a</sup>	FFPC 14.2.5.5 50' MAX	SEE LIFE SAFETY PLANS
NUMBER OF EXITS:	SECTIONS 1006.3.1: <500 OCCUPANTS: (2) EXITS >500 <1000 OCCUPANTS: (3) EXITS >1000 OCCUPANTS: (4) EXITS	SECTION 7.4 <500 OCCUPANTS: (2) EXITS >500 <1000 OCCUPANTS: (3) EXITS >1000 OCCUPANTS: (4) EXITS	SEE LIFE SAFETY PLANS
FIRST FLOOR - BUILDING 4	84 OCCUP: (2) EXITS	84 OCCUP: (2) EXITS	(3) EXITS
PANIC HARDWARE	SECTION 1010.1.10		YES
RAMP WIDTH REQUIRED WHEN USED AS A COMPONENT OF A MEANS OF EGRESS	SECTION 1012.1		N/A
REMARKS:			
1. CORRIDORS SERVING LESS THAN 100 OCCUPANTS, 44 INCH MIN. WIDTH PROVIDED.			
2. CORRIDOR WALLS ARE ASSUMED TO BE SMOKE PARTITIONS. ANY WORK IN THESE AREAS MUST NOT COMPROMISE THE WALLS' ABILITY TO RESIST THE PASSAGE OF SMOKE.			
3. 20' MAXIMUM DEAD END CORRIDOR PROVIDED PER 69A-58.0081 (14) (a), 2008.			



**FIRST FLOOR LIFE SAFETY PLAN**  
1/8" = 1'-0"



**FIRE SEPERATION SITE PLAN**  
1" = 10'-0"

FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE			
FIRE SEPARATION DISTANCE (FT)	FLORIDA BUILDING CODE - BUILDING TABLE 705.5		FIRE RESISTANCE RATING PROVIDED
	TYPE OF CONSTRUCTION	REQUIRED FIRE-RESISTANCE RATING	
NORTH WALL: 4' - 2' FT	TYPE II-B	1 HR	1 HR
EAST WALL: N/A	TYPE II-B	0 HR	0 HR
SOUTH WALL: N/A	TYPE II-B	0 HR	0 HR
WEST WALL: 105' - 0" FT	TYPE II-B	0 HR	0 HR

MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION				
FIRE SEPARATION DISTANCE (FT) - (PROVIDED)	DEGREE OF OPENING PROTECTION	FLORIDA BUILDING CODE - BUILDING TABLE 705.8		
		FIRE SEPARATION DISTANCE (FT) - (REQUIRED)	ALLOWABLE AREA (%)	WALL OPENING AREA PROVIDED
NORTH WALL: 4' - 2' FT	NONE	3 FT TO LESS THAN 5 FT	15% ALLOWABLE	8% PROVIDED
EAST WALL: N/A	NONE	30 FT OR GREATER	NO LIMIT % ALLOWABLE	N/A
SOUTH WALL: N/A	NONE	30 FT OR GREATER	NO LIMIT % ALLOWABLE	N/A
WEST WALL: (105' - 0" FT)	NONE	30 FT OR GREATER	NO LIMIT % ALLOWABLE	N/A

**LIFE SAFETY PLAN LEGEND**

- ← 150' GRAPHIC ILLUSTRATION OF TRAVEL DISTANCE TO EXIT FROM REMOTE POINT
- 150' GRAPHIC ILLUSTRATION OF COMMON PATH TO TRAVEL DISTANCE
- ⊕ LIGHTED EXIT SIGN
- R: XXX REQUIRED EGRESS CAPACITY OF DOORS & EXITS (# OF OCCUPANTS)
- P: XXX PROVIDED EGRESS CAPACITY OF DOORS & EXITS (# OF OCCUPANTS)
- DH ● DOOR HOLDER (IF REQUIRED BY AHJ)
- F FIRE ALARM PULL STATION
- L STROBE LIGHT
- SD SMOKE DETECTOR
- HD HEAT DETECTOR
- FACP FIRE ALARM CONTROL PANEL
- FAAP FIRE ALARM ANNUCIATOR PANEL
- FE FIRE EXTINGUISHER
- FEC FIRE EXTINGUISHER CABINET
- FBC FIRE BLANKET CABINET
- FEC-K FIRE EXTINGUISHER CABINET-K
- Emergency Dual Head Lighting Unit with Battery Pack
- SA FIRE ALARM SPEAKER / STROBE
- Emergency Lighting. See Electrical Plans for the Exact Locations
- Emergency Lighting. See Electrical Plans for the Exact Locations
- Emergency Lighting. See Electrical Plans for the Exact Locations
- CR CARD READER - COORDINATE WITH SYSTEMS DRAWINGS
- CR / AI CARD READER W/ AI PHONE - COORDINATE WITH SYSTEMS DRAWINGS
- Room # ROOM TAG
- Area Rounded SF OCCUPANT LOAD
- 15 Occupant Load
- EPO EMERGENCY POWER-OFF
- (45) DOOR FIRE RATING (MINUTES)

1. SEE ELECTRICAL SYSTEMS DRAWINGS FOR ADDITIONAL LIFE SAFETY DEVICES NOT SHOWN ON THIS DRAWING
  2. EXTEND ALL RATED PARTITIONS TO DECK ABOVE U.O.N.
  3. FIRE EXTINGUISHERS - ALL EXISTING EXTINGUISHERS SHALL BE REPLACED WITH NEW PROVIDE STENCILING AT RATED AND SMOKE TIGHT CONCEALED ASSEMBLIES AS REQUIRED PER AUTHORITY HAVING JURISDICTION. (SEE FIRE RATING NOTES ON SHEET G-022)
- ◆ 1 HOUR FIRE RATED WALL
  - 1 HOUR RATED SMOKE WALL
  - ◆◆ 2 HOUR FIRE RATED WALL
  - 2 HOUR RATED SMOKE WALL
  - SMOKE PARTITION

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11000 Ellison Wilson Rd,  
North Palm Beach, FL, 33408  
SITE PLAN APPROVAL

Comm. No: 23108.00  
Date: 10/07/2024  
Drawn: AK

No.	Date	Revision Description
1	12/02/24	ADD. 1 STAFF COMMENTS

TO THE BEST OF MY KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

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**FIRE SEPERATION SITE PLAN AND LIFE SAFETY PLAN**

**AS-001**

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**1 EXISTING BUILDING**  
SCALE: N.T.S.



**4 CONCEPT RENDERING**  
SCALE: N.T.S.

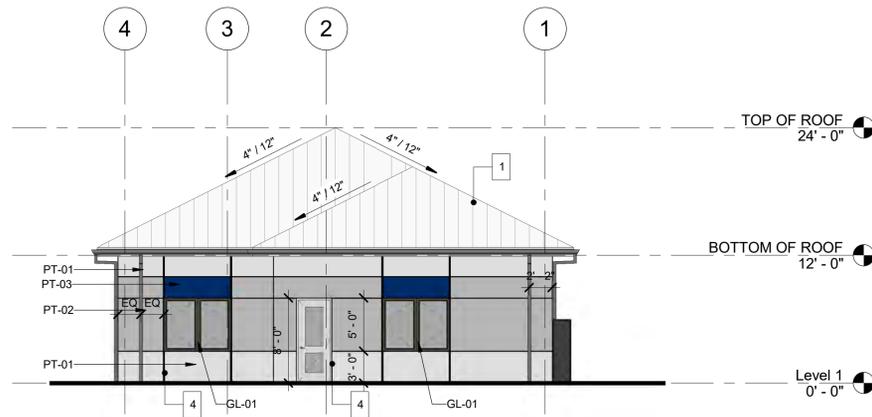
**EXTERIOR ELEVATION NOTES:** (NN)

1. METAL ROOF
2. ALUMINUM IMPACT RATED STOREFRONT
3. FIRE RATED EXTERIOR DOOR
4. 0.25" WALL REVEAL (TYP.)
5. BLACK ALUMINUM DECORATIVE PICKET FENCE
6. BLACK ALUMINUM DECORATIVE PICKET GATE. REFER TO GATE SCHEDULE.

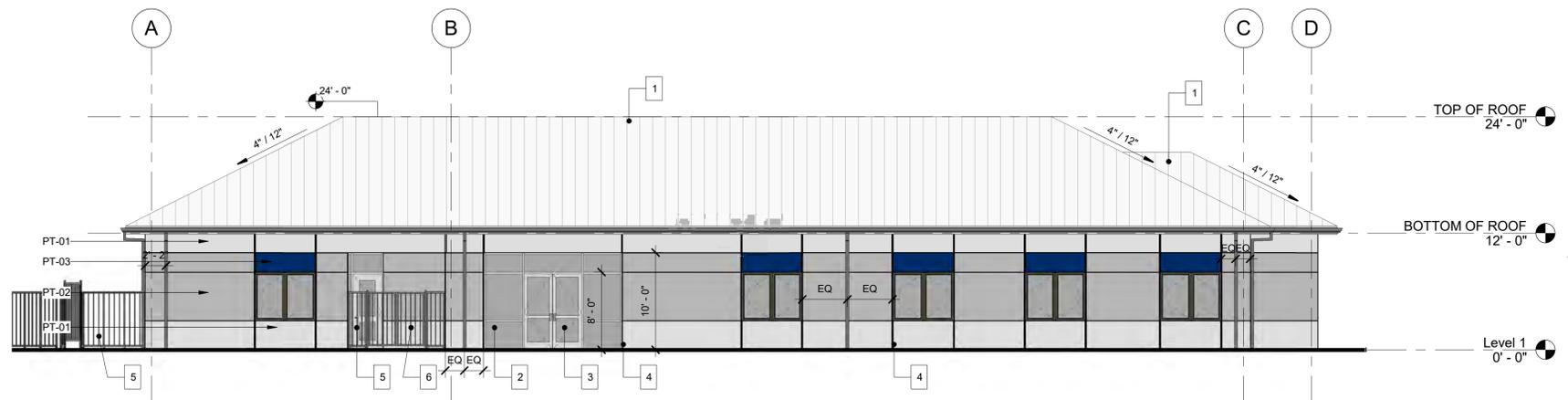
**COLOR / MATERIAL LEGEND**

- COLOR "PT-01" WHITE
- COLOR "PT-02" LIGHT GREY
- COLOR "PT-03" DARK BLUE

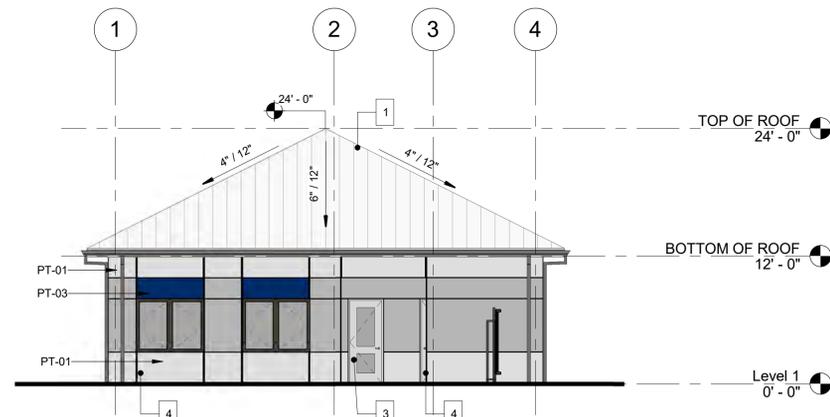
NOTE:  
ALL COLORS & STUCCO FINISH TO MATCH THE EXISTING BLDGS. ON SITE.



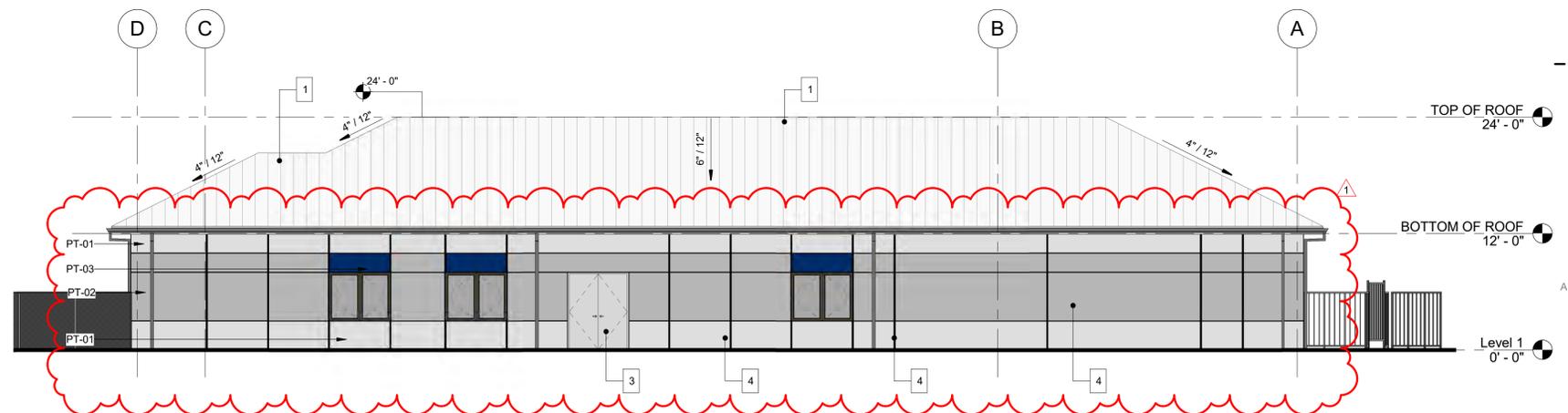
**2 EAST ELEVATION**  
1/8" = 1'-0"



**5 SOUTH ELEVATION**  
1/8" = 1'-0"



**3 WEST ELEVATION**  
1/8" = 1'-0"



**6 NORTH ELEVATION**  
1/8" = 1'-0"

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**EXTERIOR ELEVATION**

**A1-200**

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**Building 8**



**Building 7**



**Building 3 & 4**



**Building 17**

# The Benjamin School Lower School Landscape Plan - Affected Area North Palm Beach, Florida

## SHEET INDEX

COVER SHEET AND PLANT SCHEDULE ..... LA-1  
 TREE DISPOSITION PLAN AND CHART..... LA-2  
 LANDSCAPE PLAN ..... LA-3  
 TREE PROTECTION MANAGEMENT PLAN .....LA-4  
 PLANTING DETAILS .....LA-5  
 LANDSCAPE SPECIFICATIONS ..... LA-6

LANDSCAPE DATA TABULAR - AFFECTED AREA									
PERIMETER BUFFERS									
BUFFER LOCATION	NORTH		EAST		SOUTH		WEST		
BUFFER WIDTH/TYPE	6' BUFFER		6' BUFFER		6' BUFFER		6' BUFFER		6' BUFFER
BUFFER LENGTH	250.80' + 90.26' = 341.06'		200.48'		487.90'		78.23'		
CANOPY TREE REQUIREMENT	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	PROVIDED
1 PER 30 LINEAR FEET - PALMS (31 REQ. TREE) ->50% SUBSTATION - PINES (21 REQ. TREE)	12	13 TREES = 9 TREES + 12 PALMS + 13 TOTAL	7	7	17	17 TREES + 15 PALMS + 17 TOTAL	3	4 TREES = 3 TREES + 3 PALMS + 4 TOTAL	
SHRUBS REQUIREMENT LARGE CONTINUOUS	REQUIRED CONT.	PROVIDED YES	REQUIRED CONT.	PROVIDED YES	REQUIRED CONT.	PROVIDED YES	REQUIRED CONT.	PROVIDED YES	PROVIDED YES
INTERIOR PLANTINGS									
TREE SPECIES MIX	REQUIRED		PROVIDED		REQUIRED		PROVIDED		
	4		4		4		4		(PIGEON PLUM, GREEN BUTTWOOD, SPANISH STOPPER, & LIVE OAK)
FOUNDATION PLANTING REQUIREMENT PROPOSED BUILDING - WITHIN AFFECTED AREA	LOCATION (PERCENT REQUIRED)	LENGTH	TREES REQUIRED	TREES PROVIDED	SHRUBS (ETC.) REQUIRED	SHRUBS (ETC.) PROVIDED			
1 TREE / 75 LF. SHRUBS / VINES / FLOWER BOXES / GROUND COVER / MULCH	NORTH SIDE (40%)	122'	2	0*	CONT.	YES	W2.		
	EAST SIDE (40%)	41'	1	1	CONT.	YES			
	SOUTH SIDE (40%)	122'	2	0**	CONT.	NO**	W1, W2.		
	WEST SIDE (40%)	41'	1	0**	CONT.	PARTIAL**	W1, W2.		
PARKING ISLAND REQUIREMENT	PARKING ISLANDS		TREES						
1 TREE PER PARKING ISLAND	37		37						
	REQUIRED		PROVIDED						
	37		37						
	PERCENTAGE PROVIDED		PERCENTAGE PROVIDED						
	<50%		100%						

\* TREES(S) NOT PROVIDED ALONG NORTH FACADE OF PROPOSED BUILDING DUE TO NOT BEING VISIBLE TO PUBLIC.  
 \*\* TREES(S) NOT PROVIDED ALONG EAST AND SOUTH FACADE OF PROPOSED BUILDING DUE TO EXISTING SIDEWALK.

## DISPOSITION & MITIGATION SUMMARY CHART - AFFECTED AREA

EXISTING TREE DISPOSITION SUMMARY		
	QTY.	DBH (INCHES)
Preserve	17	266
<b>Remove</b>		
Non-native &/OR less than 60% condition rating (no mitigation required)	18	187
<b>Remove</b>		
Native & 60% or greater condition rating (mitigation required)	3	50
<b>Total Trees</b>	<b>38</b>	

EXISTING PALM DISPOSITION SUMMARY		
	QTY.	DBH (INCHES)
Preserve	32	
Relocate on-site	0	
Remove & Replace 1:1	27	
Remove (<6" CT, no mitigation required)	4	
<b>Total Existing Palms</b>	<b>63</b>	

REPLACEMENT REQUIRED FOR MITIGATION		
TREE SPECIES	TOTAL DBH INCHES LOST	REQUIRED REPLACEMENT DBH INCHES *
OAK	50	150
* Replacement required for mitigation (3" caliper for ea. 1" lost)		

## LANDSCAPE POINTS TO EXCEED MINIMUM STANDARDS - AFFECTED AREA

(PER SEC. 45-87.D)

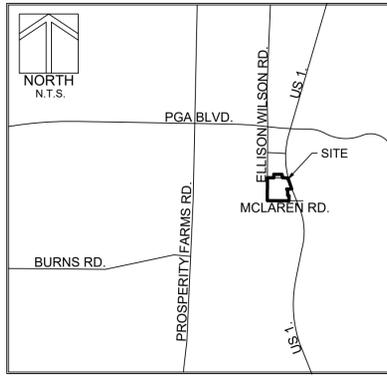
REQUIRED: 100 PTS. FOR 1 AND 2 AC. PLUS 50 PTS. PER EA. ADD'L ACRE 100 PTS. (2 AC. AFFECTED AREA)

PROVIDED: 320 PTS. (PRESERVED TREES) + 880 PROPOSED TREES

NATIVE TREES 20 PTS. PER TREE RETAINED OR PLANTED PLUS 1 PTS. FOR EACH INCH > 5" DBH

TOTAL PROVIDED POINTS: 1,200 PTS.

## LOCATION MAP



## DEVELOPMENT TEAM

OWNER / APPLICANT:  
**BENJAMIN SCHOOL**  
 11000 ELLISON WILSON ROAD  
 North Palm Beach, FL 33408

ARCHITECT:  
**HARVARD JOLLY**  
**RENE TERCILLA**  
 2047 VISTA PARKWAY, SUITE 100  
 WEST PALM BEACH, FL 33411  
 (561) 478-4457

LANDSCAPE ARCHITECT & PLANNER:

**URBAN DESIGN STUDIO**  
 610 CLEMATIS STREET, SUITE CU02  
 WEST PALM BEACH, FL 33401  
 (561) 366-1100

SURVEYOR:  
**CAULFIELD & WHEELER, INC.**  
 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FL 33434  
 (561) 392-1991

## PROPOSED WAIVERS

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
W1.	Sec 45-91.A.1.a.	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.	Foundation landscaping provided along north and east building facade.	Allow proposed foundation planting along (2) facades of the proposed administrative office building.
W2.	Sec 45-91.B.2.	A minimum of one (1) tree shall be planted for each seventy-five (75) linear feet of building perimeter, using a species suitable for this location.  324.3 LF / 75 = 4 Required Foundation Planting Trees	One (1) proposed foundation planting tree on east facade of building	Allow reduction of three (3) required foundation planting trees for proposed administrative office building.

## PLANT SCHEDULE - AFFECTED AREA

- DROUGHT TOLERANT RATING BASED UPON SFWMD WATERWISE PUBLICATION - SOUTH FLORIDA EDITION. ALL PLANT MATERIAL SPECIFICATIONS AND CONTAINER SIZES LISTED IN THE PROJECT PLANT SCHEDULE ARE REQUIRED MINIMUMS. CONTRACTOR MAY EXCEED THE REQUIRED MINIMUM SPECIFICATION AND CONTAINER SIZE BASED ON MATERIAL AVAILABILITY.
- ALL PLANT MATERIAL SHALL MEET AND ADHERE TO LATEST EDITION OF FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS. ALL PLANT MATERIAL SHALL BE FLORIDA # 1 OR BETTER. THE LANDSCAPE ARCHITECT OR OWNER/OWNER'S REPRESENTATIVE HAVE THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING THESE STANDARDS.
- QUANTITIES ON PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS.

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
<b>TREES</b>					
	CD	6	Coccoba diversifolia / Pigeon Plum Min. 12' Ht. x 6' Spr. 2.5" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	CE	3	Conocarpus erectus / Green Buttonwood Min. 12' Ht. x 6' Spr. 3" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	EF	15	Eugenia foetida / Spanish Stopper Min. 12' Ht. x 4' Spr. 3" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	QV	21	Quercus virginiana / Southern Live Oak Min. 12' Ht. x 6' Spr. 4" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
<b>EXISTING PALMS</b>					
	EX-P	30	Existing Palm / Existing Palm Existing Palm To Remain	Yes	Yes
<b>EXISTING TREES</b>					
	EX-T	16	Existing Tree / Existing Tree Existing Tree To Remain	Yes	Yes
<b>PALM TREES</b>					
	SP	27	Sabal palmetto / Cabbage Palmetto 12' - 15' Ct. Hurrican Cut, Single Trunk, Full Head, No Scarred Trunk	Yes	Yes
<b>SHRUBS</b>					
	CRI	7	Crinum augustum 'Queen Emma' / 'Queen Emma' Crinum Min. 24" Ht. x 24" Spr. 24" O.C. Full and Even Foliage, No Scarred Foliage, Full to Base	No	Yes
	POD	804	Podocarpus macrophyllus / Yew Podocarpus Min. 24" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	Yes	Yes
<b>SHRUB AREAS</b>					
	IXO	53	Ixora 'Nora Grant' / Ixora Nora Grant Min. 24" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	No	Very
<b>GROUND COVERS</b>					
	ANN	89	Annuals / Seasonal Annuals Min. 4" Pots, Full Flowering When Installed, 12" O.C.	No	Yes
	TRA	1,217	Trachelospermum asiaticum 'Missima' / Minima Jasmine Min. 12" Ht. x 12" Spr. 15" O.C. Full and Dense Shrub, Full to Edge of Pot	No	Yes
	TUV	800	Tulbaghia violacea / Society Garlic Min. 8" HT. x 6" Sprd., Full and Dense, 18" O.C.	Yes	Yes
<b>SOD AND MULCH</b>					
	MULCH	9,421 sf	Shredded Metaleuca / Mulch Free of Foreign Materials and Weeds, Minimum Depth After Settling Shall be 3". Quantity to be Verified in the Field	N/A	N/A
	SOD	760	Stenotaphrum secundatum 'Floritam' / Floritam St. Augustine Sod Disease Free, Laid Tightly w/ Staggered Joints, Rolled and Sanded to Level Lawn *Quantity to be Verified in the Field	N/A	N/A

## GENERAL NOTES

- SEE ENGINEERING PLANS PREPARED BY OTHERS FOR CONFIGURATION, HEIGHT AND SLOPE OF BERMS.
- DETAILING OF FOCAL POINTS AND HARDSCAPE ARE A SEPARATE DOCUMENT. SEE PLANS PREPARED BY OTHERS FOR THESE DETAILS.

## LANDSCAPE NOTES

- BASE INFORMATION OBTAINED FROM ENGINEERING PREPARED BY KPFF CONSULTING ENGINEERS DATED 05/31/2024.
- ALL INVASIVE SPECIES WILL BE ERADICATED FROM SITE AS REQUIRED BY CODE.
- ALL LANDSCAPE MATERIAL SHALL CONFORM TO THE MOST RECENT STANDARDS AS OUTLINED BY THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER.
- SIGHT TRIANGLES SHALL BE PROVIDED AND MAINTAINED BY OWNER CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30 INCHES AND 8 FEET ABOVE GRADE.
- UTILITY EASEMENTS SHALL NOT ENCRoACH INTO LANDSCAPE BUFFERS MORE THAN 5 FEET OR AS PERMITTED BY CODE.
- FOOT TYPE 'D' OR 'F' CURB OR WHEEL STOPS TO BE PROVIDED ALONG ALL LANDSCAPE AREAS, INCLUDING DRIVE AISLES AND PARKING SPACES.
- ALL INSTALLATION WORK SHALL BE CARRIED OUT IN A PROFESSIONAL MANNER IN ACCORDANCE WITH STANDARD NURSERY AND INSTALLATION PRACTICES.
- ALL LANDSCAPE AREAS SHALL BE SODDED, MULCHED OR OTHERWISE COVERED WITH GROUND COVER PER THESE PLANS AS LABELED.
- TREES SHOWN ON THIS PLAN ARE GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES.
- CONTRACTOR TO COORDINATE PLANTING OPERATIONS WITH ALL UNDERGROUND UTILITY PROVIDERS AND CALL "SUNSHINE DIG" / 811 TO FLAG UTILITY LOCATIONS PRIOR TO COMMENCING PLANTING OPERATIONS FOR ANY PORTION OF THE SITE. IF "SUNSHINE DIG" / 811 DOES NOT LOCATE ALL UNDERGROUND UTILITIES ON-SITE, THE CONTRACTOR IS RESPONSIBLE FOR SECURING THESE SERVICES FROM A PRIVATE PROVIDER.
- LANDSCAPE CONTRACTOR TO HAND DIG PLANTING HOLES FOR TREES AND/OR SHRUBS WITHIN FIVE (5') OF ALL FP&L EASEMENTS.
- GROUND MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED PER THESE PLANS INCLUDING AS-BUILT EQUIPMENT LOCATIONS AT TIME OF LANDSCAPE INSTALLATION. CONTRACTOR TO NOTIFY OWNER / OWNER'S REPRESENTATIVE OF ADDITIONAL REQUIRED PLANT MATERIAL QUANTITIES AT TIME OF LANDSCAPE INSTALLATION FOR ADDITIONAL MECHANICAL EQUIPMENT OR RELOCATED EQUIPMENT THAT MAY REQUIRE ADDITIONAL LANDSCAPE SCREENING.
- PLANTINGS ADJACENT TO OVERHEAD LINES TO COMPLY WITH FP&L's "RIGHT TREE IN THE RIGHT PLACE" GUIDELINES FOR MINIMUM SEPARATIONS TO OVERHEAD LINES.
- REQUIRED HEDGES SHALL FORM A SOLID, CONTINUOUS VISUAL SCREEN OF AT LEAST THREE (3) FEET IN HEIGHT WITHIN TWO (2) YEARS OF PLANTING.
- HEDGES USED IN COMBINATION WITH NONLIVING LANDSCAPE BARRIERS TO MEET THE SIX (6) FEET SCREEN REQUIREMENTS IN SECTION 45-88 SHALL BE INSTALLED AT THE HEIGHT NECESSARY TO PROVIDE THE TOTAL SIX (6) FOOT SCREEN WITHIN (2) YEARS OF PLANTING.

## UTILITY SETBACK NOTES

- ALL SETBACK DIMENSIONS SHOWN ON THE PLANS ARE TO BE MET AT THE TIME OF INSTALLATION.
- TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. OR WITH A MINIMUM SEVEN FOOT (7') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL ON THE PLANTING DETAILS SHEET FOR INSTALLATION REQUIREMENTS. HOWEVER IN NO CASE SHALL A TREE ENCRoACH INTO A UE WITHOUT PRIOR UTILITY PROVIDER APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND UTILITY PROVIDER.
- TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY DRAINAGE OR STORM SEWER INFRASTRUCTURE, OR WITH A MINIMUM SEVEN FOOT (7') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" ON SHEET LA-3 SHEET FOR INSTALLATION REQUIREMENTS.
- WHERE REQUIRED, ROOT BARRIER TO BE INSTALLED WITH A MINIMUM 5' SEPARATION TO THE EDGE OF ALL UNDERGROUND UTILITIES AND INFRASTRUCTURE.
- TREES SHALL BE PLANTED WITH A MIN. 2' SEPARATION BETWEEN ANY ROOT BARRIER (MEASURED FROM THE CENTER OF THE TREE).

## LANDSCAPE EXCAVATION & BACKFILL NOTES

- TREE AND SHRUB PLANTING BEDS WHICH FALL WITHIN OR NEAR ROADWAY AREAS SHALL BE COMPLETELY EXCAVATED AND BACK-FILLED WITH TOPSOIL. ALL SHELL-ROCK OR OTHER BASE MATERIALS, AND ALL SUBSOIL AND DEBRIS, SHALL BE COMPLETELY REMOVED FROM BENEATH SUCH PLANTING AREAS, TO A MINIMUM DEPTH OF 36". UPON COMPLETION OF EXCAVATION, LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING WITH TOPSOIL.
- ALL TREE AND/OR SHRUB PLANTING AREAS WITHIN 8' OF BUILDING FOUNDATIONS, AND ANY OTHER PLANTING AREAS WHERE SIGNIFICANT BURIED CONSTRUCTION DEBRIS IS ENCOUNTERED, SHALL BE COMPLETELY EXCAVATED TO A MINIMUM DEPTH OF 36". UPON COMPLETION OF EXCAVATION, LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING WITH TOPSOIL.

## MULCH NOTES

- MULCH SHALL BE GRADE A PREMIUM NATURAL MULCH, OR APPROVED EQUAL, FREE OF FOREIGN MATERIALS AND WEED SEEDS. MINIMUM DEPTH AFTER SETTLING SHALL BE THREE (3") INCHES.

ALL FIELD ADJUSTMENTS MUST OBTAIN VILLAGE APPROVAL PRIOR TO AMENDING THE LANDSCAPE PLAN.

Date: Oct. 11, 2024  
 Project No.: 05-017.008  
 Designed By: JEV  
 Drawn By: JEV  
 Checked By: NM

### Revision Dates:

2024-10-11	SUBMITTAL
2024-12-20	RESUBMITTAL
2025-02-14	RESUBMITTAL

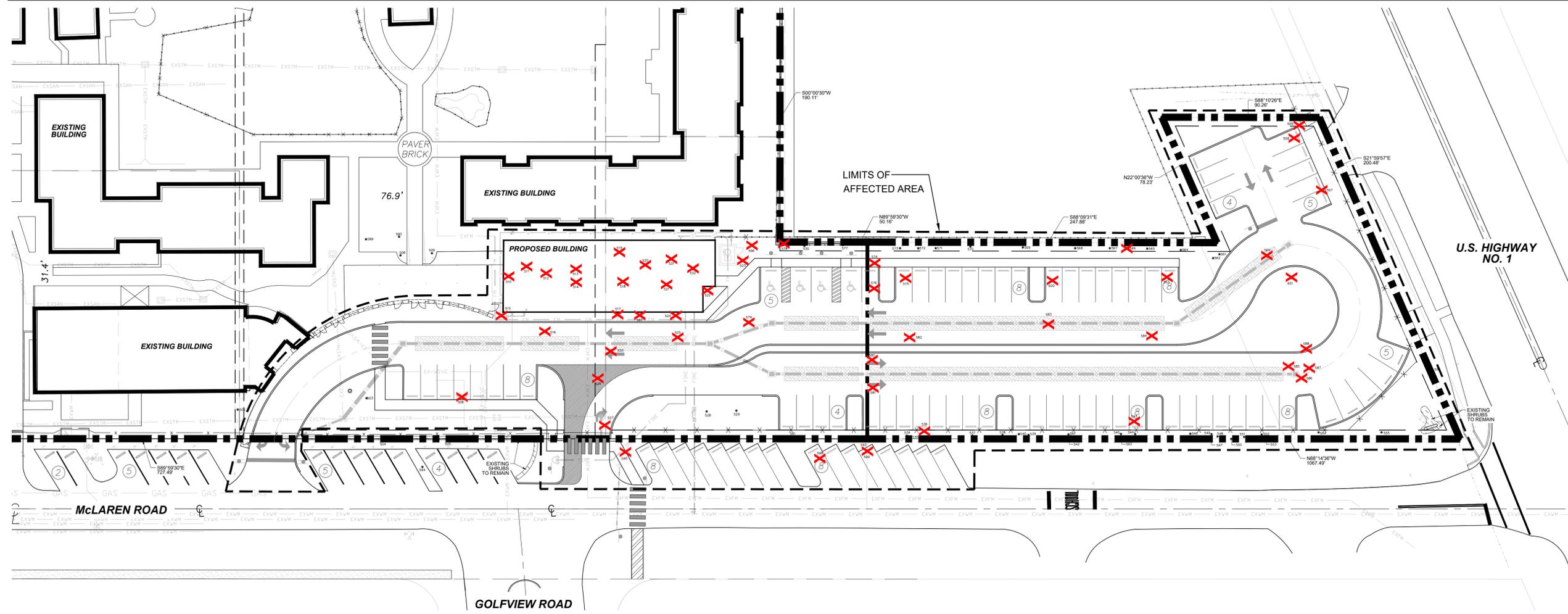
RESUBMITTAL



LA-1  
of 6

The Benjamin School  
Lower School  
North Palm Beach, Florida  
Cover Sheet Landscape Plan - Affected Area  
H:\055\Benjamin Maintenance Facility\_05-017\The Benjamin School\_CPLD\_DD\_036\05\design\landscape Plan\025-02-14\_LP\_Rev01.mxd

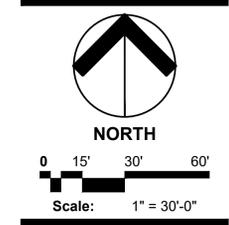
**TREE DISPOSITION PLAN - AFFECTED AREA**



**Urban Design  
Land Planning  
Landscape Architecture**  
610 Clematis Street, Suite CU02  
West Palm Beach, FL 33401  
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www.udsfirma.com  
#LA0001739

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**The Benjamin School  
Lower School**  
North Palm Beach, Florida  
Tree Disposition Plan & Chart - Affected Area



Tree Number	Common Name	Genus Species	DBH (Inches)	Palm Height (Clear Trunk) (Feet)	Condition Rating (Percentage)	Notes	Native Tree	Disposition
500	Cabbage palm	Sabal palmetto	11"	22'	90%			Preserve
501	Live oak	Quercus virginiana	13"		50%		X	Preserve
502	Live oak	Quercus virginiana	14"		50%		X	Preserve
503	Royal poinciana	Delonix regia	11"		60%			Preserve
504	Bishopwood	Bischofia javanica	30"		45%			Preserve
505	Bishopwood	Bischofia javanica	28"		45%			Preserve
506	Royal poinciana	Delonix regia	10"		60%			Remove
508	Montgomery palm	Veitchia Montgomeryana	8"	36'	80%			Preserve
509	Montgomery palm	Veitchia Montgomeryana	12"	33'	80%	Double		Preserve
510	Queen palm	Syagrus romanzoffiana	10"	16'	70%			Remove
511	Pygmy date palm	Phoenix roebelenii	4"	8'	70%			Remove
512	Pygmy date palm	Phoenix roebelenii	8"	8'	75%	Double		Remove
513	Queen palm	Syagrus romanzoffiana	10"	16'	80%			Remove
514	Pygmy date palm	Phoenix roebelenii	13"	7'	60%	Triple		Remove
516	Tropical almond	Terminalia catappa	15"		75%			Remove
515	Live oak	Quercus virginiana	24"		60%		X	Remove
517	Live oak	Quercus virginiana	21"		60%		X	Remove
518	Queen palm	Syagrus romanzoffiana	9"	19'	80%			Remove
519	Golden trumpet tree	Tabebuia chrysoricha	18"		55%			Remove
520	Pygmy date palm	Phoenix roebelenii	4"	6'	80%			Remove
521	Queen palm	Syagrus romanzoffiana	10"	18'	40%			Remove
522	Queen palm	Syagrus romanzoffiana	8"	23'	80%			Remove
523	Queen palm	Syagrus romanzoffiana	9"	15'	80%			Remove
524	Pygmy date palm	Phoenix roebelenii	3"	6'	50%			Remove
525	Pygmy date palm	Phoenix roebelenii	8"	8'	80%	Double		Remove
526	Tropical almond	Terminalia catappa	25"		75%			Remove
527	Live oak	Quercus virginiana	15"		50%		X	Remove
528	Pygmy date palm	Phoenix roebelenii	8"	9'	70%	Double		Preserve
529	Pygmy date palm	Phoenix roebelenii	5"	8'	50%			Preserve
530	Queen palm	Syagrus romanzoffiana	10"	16'	50%			Preserve
531	Pygmy date palm	Phoenix roebelenii	8"	8'	80%	Double		Remove

Tree Number	Common Name	Genus Species	DBH (Inches)	Palm Height (Clear Trunk) (Feet)	Condition Rating (Percentage)	Notes	Native Tree	Disposition
532	Pygmy date palm	Phoenix roebelenii	10"	6'	80%	Triple		Remove
533	Cabbage palm	Sabal palmetto	12"	14'	90%			Remove
534	Cabbage palm	Sabal palmetto	16"	13'	90%			Preserve
535	Cabbage palm	Sabal palmetto	16"	17'	90%			Preserve
536	Cabbage palm	Sabal palmetto	8"	18'	70%			Remove
537	Cabbage palm	Sabal palmetto	12"	10'	90%			Preserve
538	Cabbage palm	Sabal palmetto	14"	11'	90%			Preserve
539	Cabbage palm	Sabal palmetto	12"	13'	60%			Preserve
540	Mahogany	Sweetenia mahagoni	23"		40%		X	Preserve
541	Mahogany	Sweetenia mahagoni	23"		50%		X	Preserve
542	Cabbage palm	Sabal palmetto	7"	5'	40%			Preserve
543	Black olive	Bucida buceras	12"		35%			Remove
544	Cabbage palm	Sabal palmetto	9"	20'	75%			Preserve
545	Cabbage palm	Sabal palmetto	9"	19'	90%			Preserve
546	Cabbage palm	Sabal palmetto	10"	19'	80%			Preserve
547	Cabbage palm	Sabal palmetto	14"	17'	80%			Preserve
548	Cabbage palm	Sabal palmetto	14"	14'	80%			Preserve
549	Mahogany	Sweetenia mahagoni	16"		40%		X	Preserve
550	Cabbage palm	Sabal palmetto	12"	14'	90%			Preserve
551	Cabbage palm	Sabal palmetto	12"	10'	60%			Preserve
552	Mahogany	Sweetenia mahagoni	33"		40%		X	Preserve
553	Cabbage palm	Sabal palmetto	12"	13'	80%			Preserve
554	Mahogany	Sweetenia mahagoni	27"		50%		X	Preserve
555	Mahogany	Sweetenia mahagoni	23"		55%		X	Preserve
556	Foxtail palm	Wodyetia bifurcata	8"	13'	70%			Preserve
557	Black olive	Bucida buceras	23"		50%			Remove
558	Cabbage palm	Sabal palmetto	10"	25'	80%			Remove
559	Cabbage palm	Sabal palmetto	10"	25'	80%			Remove
560	Cabbage palm	Sabal palmetto	8"	18'	75%			Remove
561	Cabbage palm	Sabal palmetto	10"	20'	80%			Preserve
562	Cabbage palm	Sabal palmetto	10"	21'	80%			Preserve
563	Japanese fern tree	Filicium decipiens	4"		40%			Remove
564	Dalton Holly	Ilex cassine	3"		80%			Preserve
565	Cabbage palm	Sabal palmetto	12"	15'	80%			Preserve
566	Tree has been Removed				%			Preserve
567	Cabbage palm	Sabal palmetto	12"	12'	45%			Preserve
568	Dalton Holly	Ilex cassine	3"		70%			Preserve
569	Dalton Holly	Ilex cassine	3"		75%			Preserve
570	Dalton Holly	Ilex cassine	3"		70%			Preserve
571	Cabbage palm	Sabal palmetto	12"	14'	80%			Preserve
572	Cabbage palm	Sabal palmetto	12"	15'	90%			Preserve

Tree Number	Common Name	Genus Species	DBH (Inches)	Palm Height (Clear Trunk) (Feet)	Condition Rating (Percentage)	Notes	Native Tree	Disposition
574	Pink trumpet tree	Tabebuia heterophylla	14"		60%			Remove
575	Japanese fern tree	Filicium decipiens	4"		50%			Remove
576	Mahogany	Sweetenia mahagoni	12"		35%		X	Remove
577	Live oak	Quercus virginiana	9"		60%		X	Preserve
578	Live oak	Quercus virginiana	6"		%	Dead	X	Preserve
579	Pygmy date palm	Phoenix roebelenii	12"	8'	60%	Triple		Remove
580	Mahogany	Sweetenia mahagoni	20"		35%		X	Remove
581	Pink trumpet tree	Tabebuia heterophylla	7"		40%			Remove
582	Black olive	Bucida buceras	25"		50%			Remove
583	Live oak	Quercus virginiana	5"		75%		X	Remove
584	Live oak	Quercus virginiana	4"		40%		X	Remove
585	Pygmy date palm	Phoenix roebelenii	11"	8'	80%	Triple		Remove
586	Cabbage palm	Sabal palmetto	8"	20'	90%			Remove
587	Cabbage palm	Sabal palmetto	8"	20'	80%			Remove
588	Pygmy date palm	Phoenix roebelenii	8"	8'	80%			Remove
589	Queen palm	Syagrus romanzoffiana	10"	14'	80%			Preserve
590	Montgomery palm	Veitchia Montgomeryana	12"	31'	80%	Double		Preserve
591	Mahogany	Sweetenia mahagoni	4"		70%		X	Preserve
592	Cabbage palm	Sabal palmetto	13"	17'	80%			Preserve
593	Cabbage palm	Sabal palmetto	18"	10'	90%			Preserve
594	Pygmy date palm	Phoenix roebelenii	4"	9'	80%			Remove
595	Cabbage palm	Sabal palmetto	11"	20'	90%			Remove
596	Queen palm	Syagrus romanzoffiana	10"	13'	80%			Remove
597	Pygmy date palm	Phoenix roebelenii	3"	4'	70%			Remove
598	Cabbage palm	Sabal palmetto	12"	21'	80%			Remove
599	Cabbage palm	Sabal palmetto	10"	10'	80%			Remove
600	Live oak	Quercus virginiana	4"		45%		X	Remove
601	Pygmy date palm	Phoenix roebelenii	7"	7'	75%	Double		Remove

**LEGEND**

- TREE / PALM TO REMAIN
- ✗ TREE / PALM TO BE REMOVED

**NOTES**

- 1) BASE INFORMATION OBTAINED FROM A SURVEY PREPARED BY CAULFIELD & WHEELER DATED 02/02/2024.
- 2) EXISTING PLANT MATERIAL EVALUATED BY ISA CERTIFIED ARBORIST JUSTIN ROGERS (FL-9547A)
- 3) ALL TREES / PALMS TO REMAIN SHALL BE PROTECTED IN ACCORDANCE WITH THE TREE PROTECTION DETAILS ON SHEET LA-4.
- 4) ALL TREES / PALMS TO BE RELOCATED WILL BE EVALUATED BY A TREE RELOCATION PROFESSIONAL FOR POTENTIAL TO BE TRANSPANTED AT ISSUANCE OF TREE BARRICADE PERMIT.
- 5) THE OWNER/APPLICANT MAY ESTABLISH A TEMPORARY HOLDING AREA FOR TREES TO BE RELOCATED, PRIOR TO MOVING THEM TO THEIR ULTIMATE FINAL LOCATION. THE HOLDING AREA AND FINAL LOCATION SHALL BE IRRIGATED DURING CONSTRUCTION.

EXISTING TREE DISPOSITION SUMMARY		
	QTY.	DBH (INCHES)
Preserve	17	266
Remove	18	187
Non-native & /DR less than 60% condition rating (no mitigation required)		
Remove	3	50
Native & 60% or greater condition rating (mitigation required)		
Total Trees	38	

EXISTING PALM DISPOSITION SUMMARY		
	QTY.	DBH (INCHES)
Preserve	32	
Relocate on-site	0	
Remove & Replace 1:1	27	
Remove (<6" CT, no mitigation required)	4	
Total Existing Palms	63	

REPLACEMENT REQUIRED FOR MITIGATION		
TREE SPECIES	TOTAL DBH INCHES LOST	REQUIRED REPLACEMENT DBH INCHES *
OAK	50	150
* Replacement required for mitigation (3" caliper for ea. 1" lost)		

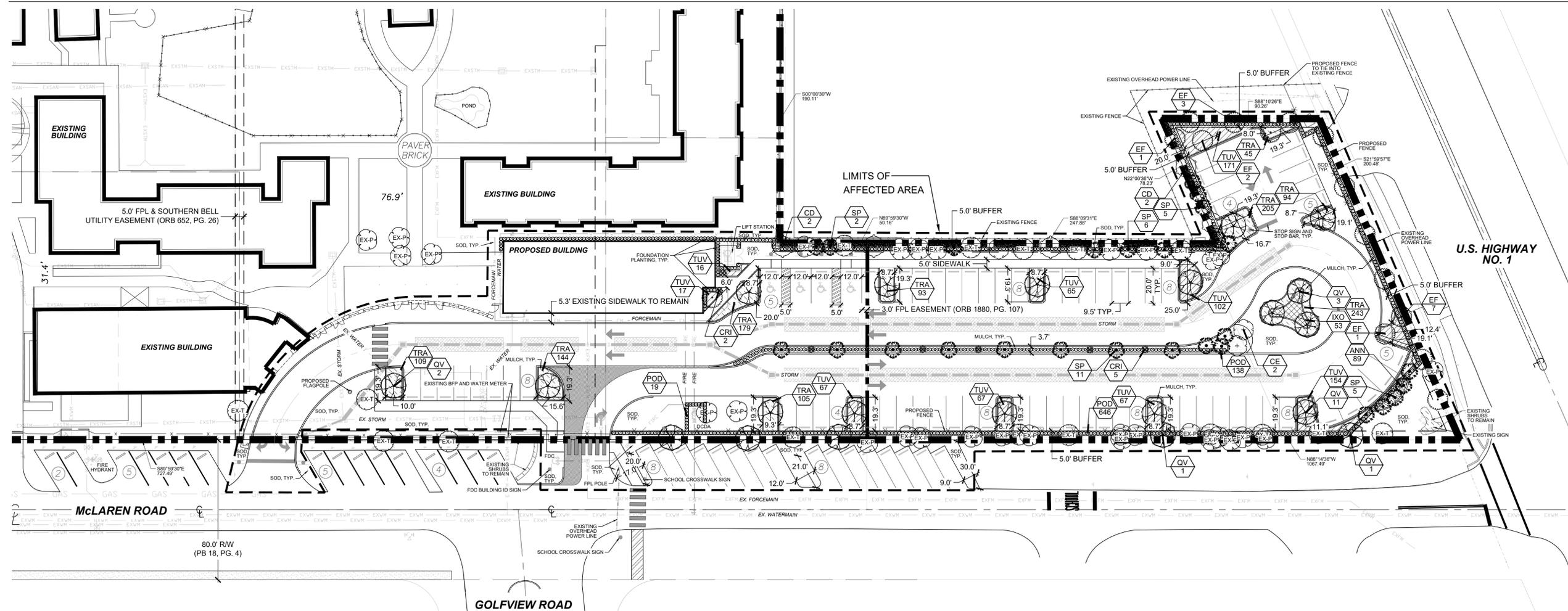
**RESUBMITTAL**

**LA-2**  
of 6

Date: Oct. 11, 2024  
Project No.: 05-017.008  
Designed By: JEV  
Drawn By: JEV  
Checked By: NM

**Revision Dates:**  
2024-10-11 SUBMITTAL  
2024-12-20 RESUBMITTAL  
2025-02-14 RESUBMITTAL

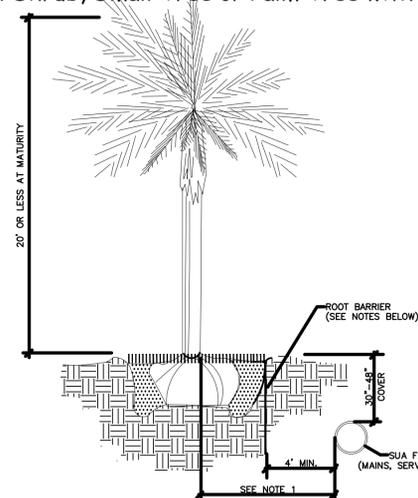
**LANDSCAPE PLAN - AFFECTED AREA**



**PLANT LEGEND**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
<b>TREES</b>					
	CD	5	Coccoloba diversifolia / Pigeon Plum Min. 12' Ht. x 6' Spr. 2.5" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	CE	3	Conocarpus erectus / Green Buttonwood Min. 12' Ht. x 6' Spr. 3" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	EF	15	Eugenia foetida / Spanish Stopper Min. 12' Ht. x 4' Spr. 3" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
	QV	21	Quercus virginiana / Southern Live Oak Min. 12' Ht. x 6' Spr. 4" Cal. Single Straight Trunk, Full Canopy	Yes	Yes
<b>EXISTING PALMS</b>					
	EX-P	30	Existing Palm / Existing Palm Existing Palm To Remain	Yes	Yes
<b>EXISTING TREES</b>					
	EX-T	16	Existing Tree / Existing Tree Existing Tree to Remain	Yes	Yes
<b>PALM TREES</b>					
	SP	27	Sabal palmetto / Cabbage Palmetto 12' - 15' Cl. Hurricane Cut, Single Trunk, Full Head, No Scarred Trunk	Yes	Yes
<b>SHRUBS</b>					
	CRI	7	Crinum augustum 'Queen Emma' / 'Queen Emma' Crinum Min. 24" Ht. x 24" Spr. 24" O.C. Full and Even Foliage, No Scarred Foliage, Full to Base	No	Yes
	POD	804	Podocarpus macrophyllus / Yew Podocarpus Min. 24" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	Yes	Yes
<b>SHRUB AREAS</b>					
	IXO	53	Ixora 'Nora Grant' / Ixora Nora Grant Min. 24" Ht. x 24" Spr. 24" O.C. Full and Dense Shrub, Full to Base	No	Very
<b>GROUND COVERS</b>					
	ANN	89	Annuals / Seasonal Annuals Min. 4" Pots, Full Flowering When Installed, 12" O.C.	No	Yes
	TRA	1,217	Trachelospermum asiaticum 'Minima' / Minima Jasmine Min. 12" Ht. x 12" Spr. 15" O.C. Full and Dense Shrub, Full to Edge of Pot	No	Yes
	TUV	800	Tulbaghia violacea / Society Garlic Min. 8" Ht. x 6" Spr. Full and Dense, 18" O.C.	Yes	Yes
<b>SOD AND MULCH</b>					
	MULCH	9,421 sf	Shredded Melaleuca / Mulch Free of Foreign Materials and Weeds, Minimum Depth After Settling Shall be 3". Quantity to be Verified in the Field	N/A	N/A
	SOD	TBD	Stenotaphrum secundatum 'Floritam' / Floritam St. Augustine Sod Disease Free, Laid Tightly w/ Slaggered Joints, Rolled and Sanded to Level Lawn. Quantity to be Verified in the Field	N/A	N/A

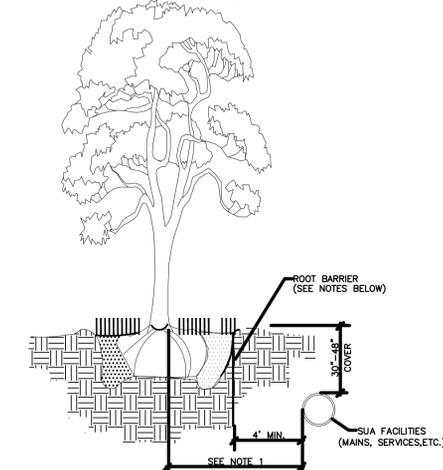
Typical Shrub, Small Tree or Palm Tree with Root Barrier



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

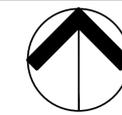
1. THIS DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 10' MINIMUM IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL SEACOAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACOAST AND INSPECTED BY SEACOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT", "ROOT SOLUTIONS", AND "NDS EP SERIES".
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THIS DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 15' MINIMUM IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL SEACOAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACOAST AND INSPECTED BY SEACOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT", "ROOT SOLUTIONS", AND "NDS EP SERIES".
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARCK AND SIMILAR SIZED SPECIES.



NORTH



Scale: 1" = 30'-0"

Date: Oct. 11, 2024  
Project No.: 05-017.008  
Designed By: JEV  
Drawn By: JEV  
Checked By: NM

**Revision Dates:**  
2024-10-11 SUBMITTAL  
2024-12-20 RESUBMITTAL  
2025-02-14 RESUBMITTAL

**RESUBMITTAL**

**LA-3**  
of 6

## Tree Protection Management Plan

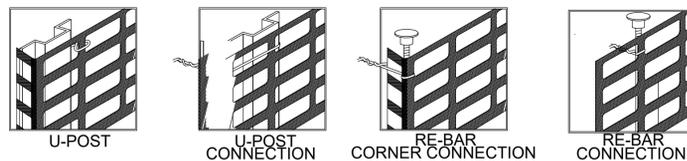
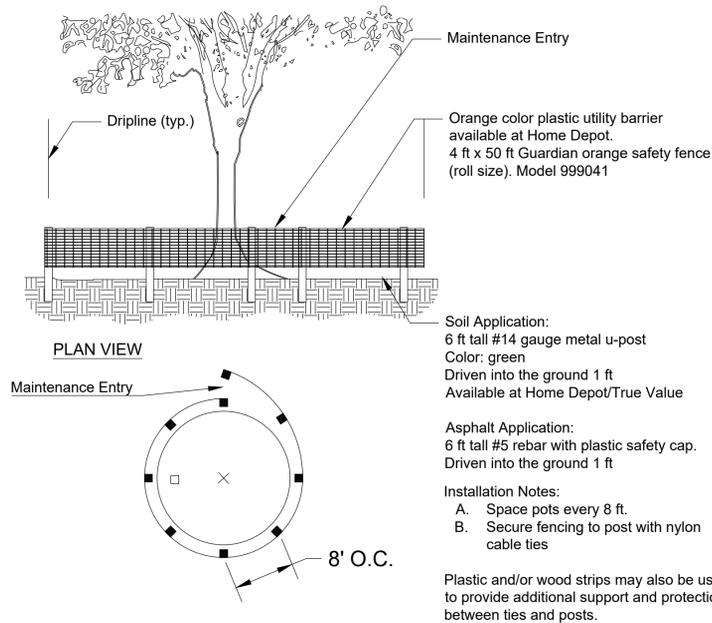
Prior to clearing any of the property for development, the contractor will do the following items:

Clearly identify and mark all trees to be preserved consistent with the approved Landscape Plan.

Install appropriate protective barriers around individual and groups of trees to be preserved.

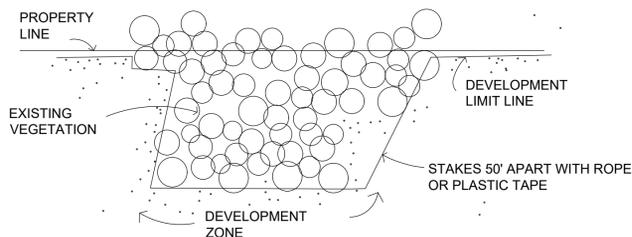
A suitable protective barrier of metal, wood or other material shall be placed around individual protected trees:

- a distance of 6' or more from all species of mangroves
- a distance of 6' or more, or at a distance outside of 2/3 of the radius of the dripline, whichever is greater, from all protected hardwoods
- a distance of 6' or more, or at a distance outside of 2/3 of the radius of the dripline, whichever is greater, of all protected conifers

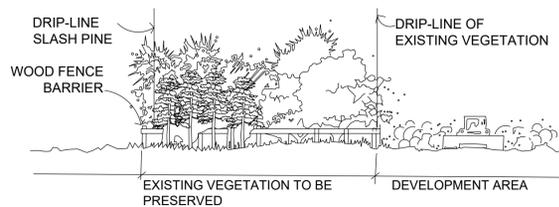


### TREE PROTECTION BARRIER DETAIL

Unless conditioned in the vegetation removal permit, groups of trees or areas of vegetation to be preserved shall not require protective barriers. These areas will be marked by stakes installed at a maximum of 50' apart with rope or plastic tape attached to said stakes around the perimeter of the protected area.



Sturdy wood posts and rails shall be used to ensure that barricades can withstand construction activity.



Protective barriers or markings shall remain in place until they are authorized to be removed by staff or receipt of a CO.

There shall be limited development within tree preservation areas:

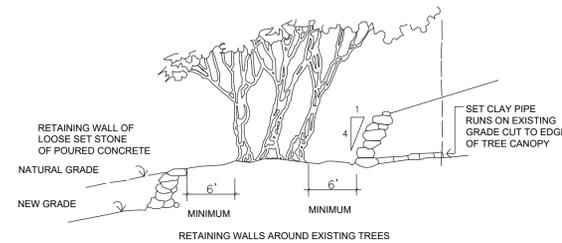
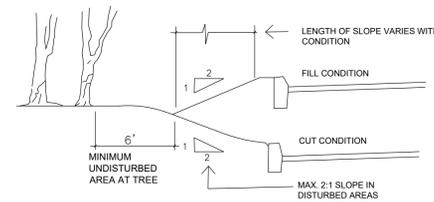
- maintained in its natural state
- provide permeable landscape natural. i.e., grass, mulch
- conform to governing landscape code.

There will be no attachment of signs, etc. to vegetation unless of a non-damaging character.

Light machinery or hand-labor is to be used if vegetation is to be installed in preservation areas.

No grade changes shall be made within tree preservation areas, which require trenching or cutting of roots unless conditioned. Utility lines shall be installed to protect root systems as much as possible.

No removal of soil or fill in tree preservation areas shall occur.



No clearing shall commence until all protection devices are installed, inspected and approved by the Zoning Division and Environmental Resource Management Department.

### TREE RELOCATION PROGRAM

Plant Species Requirements

Live Oaks - Best time to move is in their dormant season. Worst time to move is in the spring because of their flush of new growth and lack of precipitation. They should be root pruned at least two weeks in advance of the move and need to be watered in heavily the first two weeks after transplanting.

Root Pruning and Transplanting

When it is determined that a tree or palm needs to be transplanted, it is beneficial and sometimes required that the plant be root pruned. Root pruning is done to reduce the size of an existing root ball in preparation for transplanting. The root ball is reduced to create a new root system large enough to sustain life in the tree/palm while making its move more effective for transportation. The time it takes for the root system to develop before transplanting will vary from tree to tree, depending on soil moisture content. An estimated wait time follows in the schedule listed below.

- Clear the area around the tree that has been selected.
- Determine the size of the root ball that is being prepared.

Tree Caliper	Root Ball
2-4"	36-42"
4-6"	42-48"
6-8"	48-60"
8-10"	72-84"
12-14"	84-96"
14-16"	96-108"
16-18"	108-120"
18-20"	120-132"
20-24"	132-144"
24-28"	144-156"
28-32"	156-168"
32-36"	168-180"

Sabal Palms	4' Root Ball
Coconut Palms	4-5' Root Ball
Queen Palms	4' Root Ball
Canary Island Date Palms	5-6' Root Ball
Reclinata Palms	6-8' Root Ball
Paurotis Palms	6-8' Root Ball
Sago Palms	3-4' Root Ball
Royal Palms	5-6' Root Ball

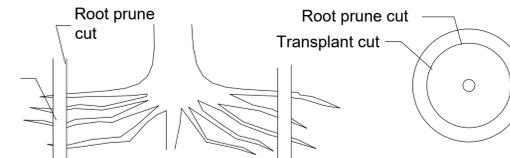
3. Palms may be cut on three sides leaving the open side toward the strongest northeast winds.

4. Broadleaf trees should be cut on two sides initially opposite each other.



Transplant cut

5. Once the ball size has been determined, mark the spot around the ball and prepare for a 1' trench around the tree. Use sharp spades for root pruning and do not cut under the root ball. Leave old cut roots on top of root ball.



6. Fill trench with existing soil with 1/3 peat humus mixed in. Leave a depression to hold water.

7. Irrigate with a mist head at root ball to help promote feeder roots and maintain watering.

8. Wait time after root pruning until transplanting per individual specifications, for differing types of plant material.

Ficus Trees	6 weeks to 90 days
Palms	6 weeks to 90 days
Oaks, 6" and under	6 weeks to 90 days
Oaks, 6" - 12"	90 days to 6 months
Oaks, 12" and above	6 months to 1 year

9. Fertilize top of ball with milorganite after root pruning.

10. Some bracing may be required after root pruning.

11. A full top will encourage feeder root growth. Previous to transplanting, remove enough top growth to balance the smaller root system. Thin out and trim back unwanted foliage and branches.

12. Cut trench for transplanting outside of root pruned trench to allow for feeder roots.

13. Lift tree from one side to break suction and peel off root ball. If it doesn't break then dig under to sever roots.

Specifications:

1. Contractor shall be responsible for locating any and all underground utilities or obstructions prior to commencing work. In case of conflict with proposed work, notify landscape architect prior to commencement of work.

2. Contractor shall provide adequate irrigation to assure the healthy establishment of relocated trees.

3. Pruning of limbs shall occur only as necessary to facilitate relocation and shall maintain the natural shape and character of tree.

4. Finish grade for top of tree plug shall meet the proposed finish grade after relocation.

5. All plant materials shall be relocated to freshly dug holes with similar size and type of tree moving equipment. The holes should be filled 1/3 with water, place tree, back fill and water in thoroughly, being sure to avoid air pockets. Provide 4"-6" dish around newly dug plant material to retain water. Water thoroughly after planting as specified.

6. All trees exhibiting shallow root systems shall be staked as required.

7. Prune, thin out and shape relocated trees, shrubs and understory in accordance with desired effect of the landscape architect and to retain natural character. Remove all vines and exotic vegetation. Maintain relocated plant materials for a period of not less than 90 days. Maintain by watering, removing of exotic vegetation or weeds, providing insecticide applications and mulching.

8. The contractor shall protect trees during relocation procedures from scrapes, scars and undue breakage. Understory plant material moved with primary species shall be protected against damage.

9. Landscaping contractor shall provide a one (1) year warranty on all relocated material.



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# The Benjamin School Lower School

North Palm Beach, Florida

## Tree Protection Management Plan

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Date: Oct. 11, 2024  
Project No.: 05-017.008  
Designed By: JEV  
Drawn By: JEV  
Checked By: NM

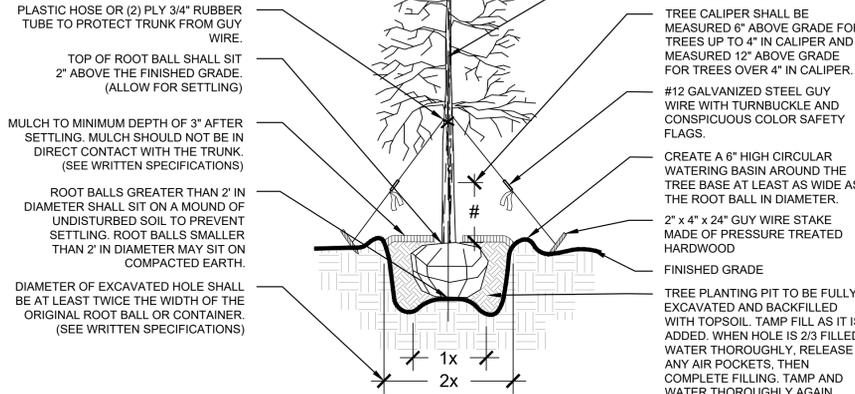
Revision Dates:  
2024-10-11 SUBMITTAL  
2024-12-20 RESUBMITTAL  
2025-02-14 RESUBMITTAL

RESUBMITTAL

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of 6

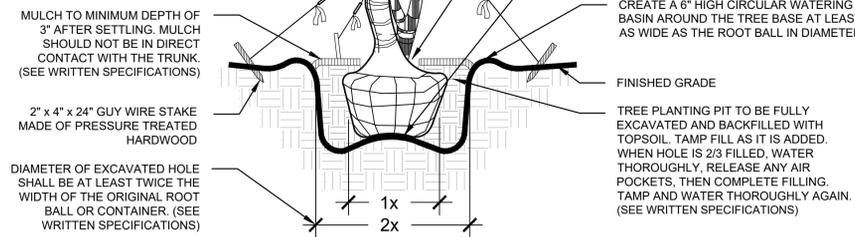


- NOTES:
1. ALL TREES SHALL MEET FLORIDA #1 OR BETTER STANDARDS.
  2. REMOVE ALL NON-ORGANIC BINDING AND SHIPPING MATERIAL FROM THE TREE AND ROOT BALL.
  3. ANY PRUNING SHALL BE COMPLETED AT THE DIRECTION OF THE OWNER OR LANDSCAPE ARCHITECT.
  4. NO NAILS SHALL BE DRIVEN INTO TREE AND TRUNK SHALL BE FREE OF ANY MAJOR SCARS.
  5. ADD FERTILIZER AS DIRECTED IN WRITTEN SPECIFICATIONS.



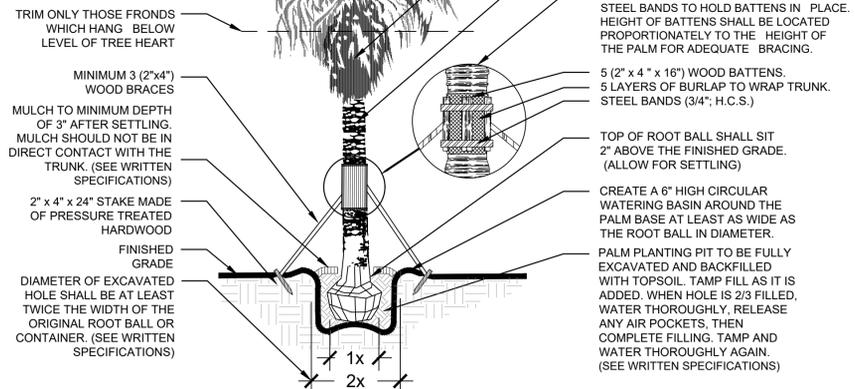
**TREE PLANTING DETAIL**  
NOT TO SCALE

- NOTES:
1. ALL TREES SHALL MEET FLORIDA #1 OR BETTER STANDARDS.
  2. REMOVE ALL NON-ORGANIC BINDING AND SHIPPING MATERIAL FROM THE TREE AND ROOT BALL.
  3. ANY PRUNING SHALL BE COMPLETED AT THE DIRECTION OF THE OWNER OR LANDSCAPE ARCHITECT.
  4. NO NAILS SHALL BE DRIVEN INTO TREE AND TRUNK SHALL BE FREE OF ANY MAJOR SCARS.
  5. ADD FERTILIZER AS DIRECTED IN WRITTEN SPECIFICATIONS.



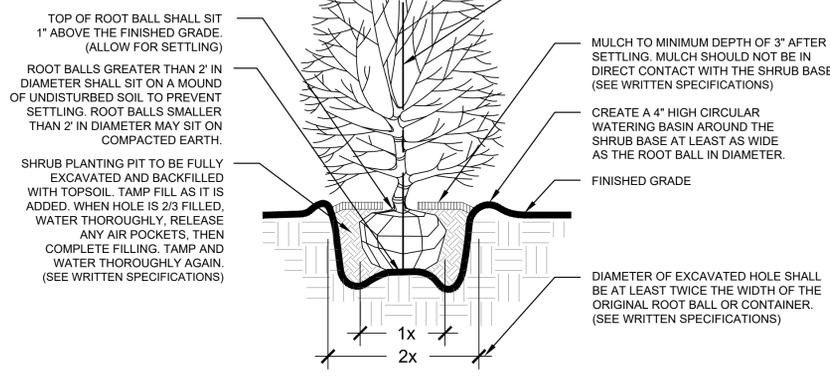
**IRREGULAR & MULTI-STEM TREE PLANTING DETAIL**  
NOT TO SCALE

- NOTES:
1. ALL PALMS SHALL MEET FLORIDA #1 GRADE STANDARDS OR BETTER
  2. REMOVE ALL NON-ORGANIC BINDING AND SHIPPING MATERIAL FROM THE PALM AND ROOT BALL.
  3. NO NAILS SHALL BE DRIVEN INTO PALM AND TRUNK SHALL BE FREE OF ANY MAJOR SCARS.
  4. ADD FERTILIZER AS DIRECTED IN WRITTEN SPECIFICATIONS.

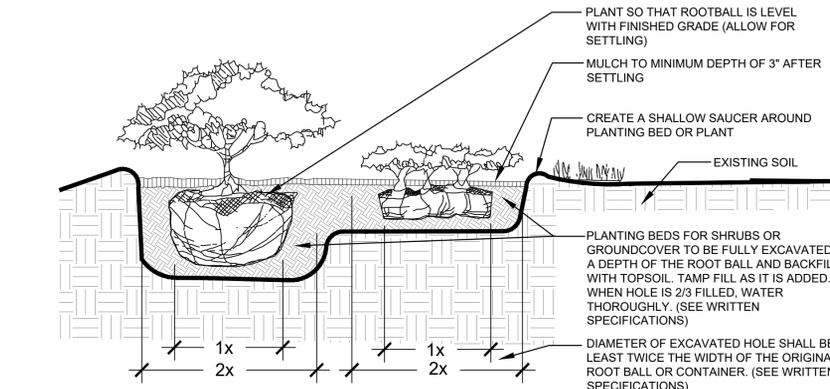


**PALM PLANTING DETAIL**  
NOT TO SCALE

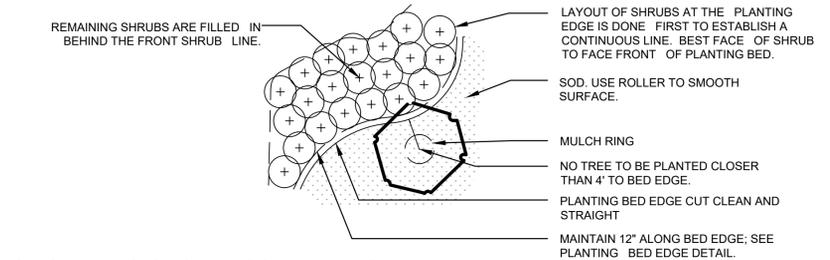
- NOTES:
1. ALL SHRUBS SHALL MEET FLORIDA #1 GRADE OR BETTER STANDARDS.
  2. REMOVE ALL NON-ORGANIC BINDING AND SHIPPING MATERIAL FROM THE SHRUB AND ROOT BALL.
  3. ANY PRUNING SHALL BE COMPLETED AT THE DIRECTION OF THE OWNER OR LANDSCAPE ARCHITECT.
  4. ADD FERTILIZER AS DIRECTED IN WRITTEN SPECIFICATIONS.



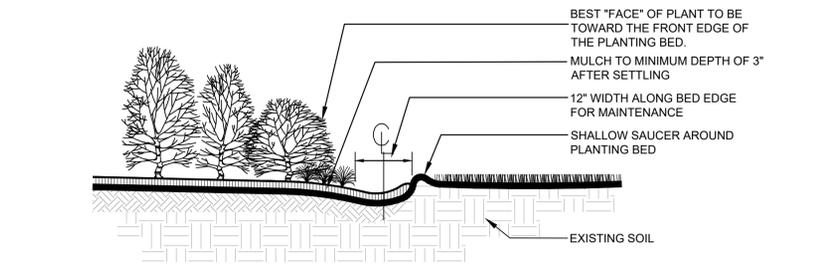
**LARGE SHRUB PLANTING DETAIL**  
NOT TO SCALE



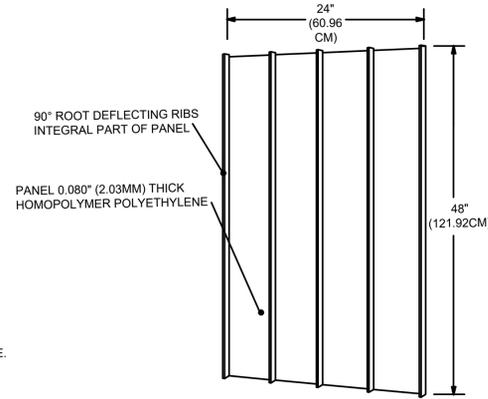
**SHRUB AND GROUND COVER PLANTING DETAIL**  
NOT TO SCALE



**SHRUB & GROUND COVER LAYOUT DETAIL**  
NOT TO SCALE



**PLANTING BED EDGE DETAIL**  
NOT TO SCALE



UB 48-2 SPECIFICATIONS  
48" DEEPROOT TREE ROOT BARRIER

SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARDSCAPES, AND LANDSCAPES. ASSEMBLED IN 2 FOOT (61 CM) LONG MODULES TO CREATE VARYING LENGTHS FOR LINEAR APPLICATION DIRECTLY BESIDE A HARDSCAPE ELEMENT, ADJACENT TO ONE SIDE OF A TREE, OR FOR LARGE PERIMETER SURROUND APPLICATIONS WITH A MINIMUM 8 FOOT (2.43 M) DIAMETER USING 12 PANELS.

A. MATERIALS

1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE EITHER PRODUCT UB 48-2 AS MANUFACTURED BY DEEPROOT PARTNERS, L.P., 81 LANGTON STREET, SUITE 4, SAN FRANCISCO, CA 94103 (800.458.7668), OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, EXTRUDED PANELS, OF 0.80" (2.03MM) WALL THICKNESS IN MODULES 24" (61CM) LONG 48" (122 CM) DEEP. MANUFACTURED WITH HOMOPOLYMER POLYETHYLENE WITH ADDED ULTRAVIOLET INHIBITORS; RECYCLABLE. EACH 2 FOOT (61CM) SECTION SHALL HAVE:

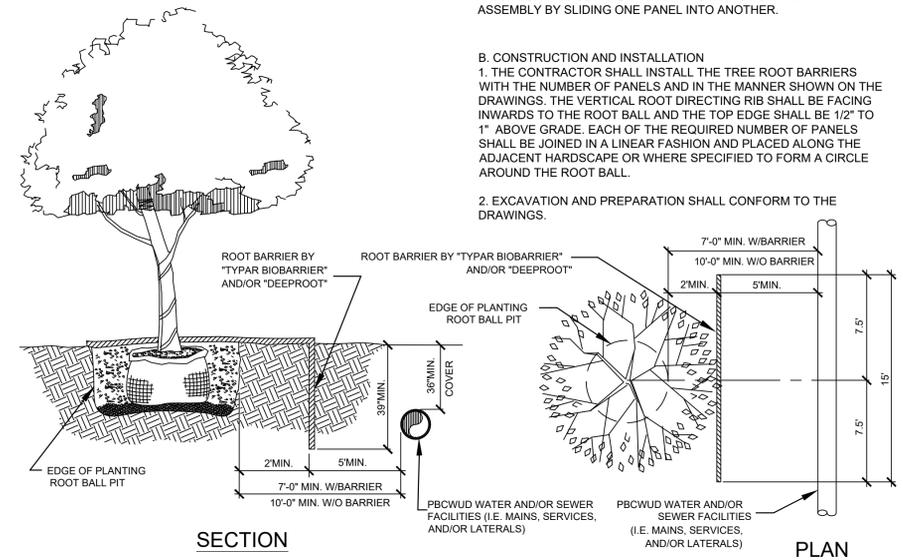
NOT LESS THAN 4 MOLDED INTEGRAL VERTICAL ROOT DIRECTING RIBS OF A MINIMUM 0.080" (2.03MM) THICKNESS PROTRUDING 1/2" (12.7MM) AT 90° FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" (154 MM) APART. SEE PANEL DRAWING.

AN INTEGRATED JOINING SYSTEM PROVIDING FOR INSTANT ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER.

B. CONSTRUCTION AND INSTALLATION

1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DIRECTING RIB SHALL BE FACING INWARDS TO THE ROOT BALL AND THE TOP EDGE SHALL BE 1/2" TO 1" ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE OR WHERE SPECIFIED TO FORM A CIRCLE AROUND THE ROOT BALL.

2. EXCAVATION AND PREPARATION SHALL CONFORM TO THE DRAWINGS.



NOTES:

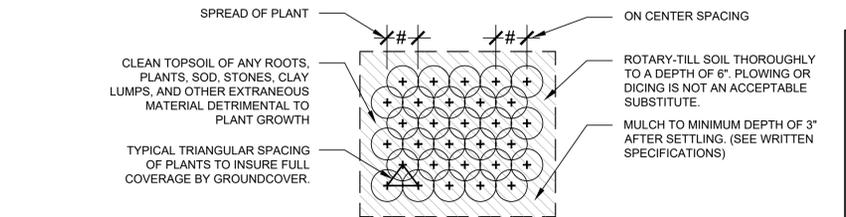
1. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOWN HEREON.
2. TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. HOWEVER, IN NO CASE SHALL A TREE ENCRUCH INTO A PBCUE WITHOUT PRIOR DEPARTMENT APPROVAL.
3. ONLY SOD CAN BE INSTALLED WITHIN 7.5' MINIMUM OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND THE DEPARTMENT
4. SOD ONLY SHALL BE INSTALLED WITHIN 5.0' MINIMUM OF ANY DEPARTMENT WATER METER.
5. WHEN INSTALLING A SOLID ROOT BARRIER PANEL SYSTEM THE PANEL RIBS MUST FACE THE TREE ROOT BALL.

**ROOT BARRIER DETAIL**  
NOT TO SCALE

NOTES:

1. MULCH RINGS SHALL BE PROVIDED FOR ALL TREES AND PALMS PLANTED IN SODDED AREAS OR AS OTHERWISE NOTED ON LANDSCAPE PLAN.
- MULCH RING SHALL BE CUT INTO A "PERFECT" CIRCLE
- EDGES TO BE WELL-FORMED AND CRISP WITH VERTICALLY STRAIGHT CUTS
- MULCH RING SHALL MEASURE 5" IN DIAMETER OR EXTEND TO THE EDGE OF THE DRIP LINE, WHICHEVER IS GREATER.
- MULCH TO MINIMUM DEPTH OF 3" AFTER SETTLING. MULCH SHOULD NOT BE IN DIRECT CONTACT WITH THE TRUNK. (SEE WRITTEN SPECIFICATIONS)
- TREE OR PALM TRUNK

**MULCH RING IN SOD DETAIL**  
NOT TO SCALE



**GROUND COVERS & ROOTED CUTTING PLANTING DETAIL**  
NOT TO SCALE

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**The Benjamin School**  
**Lower School**  
North Palm Beach, Florida  
Planting Details

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Date: Oct. 11, 2024  
Project No.: 05-017.008  
Designed By: JEV  
Drawn By: JEV  
Checked By: NM

Revision Dates:  
2024-10-11 SUBMITTAL  
2024-12-20 RESUBMITTAL  
2025-02-14 RESUBMITTAL

**RESUBMITTAL**

**LA-5**  
of 6

**SECTION 02950  
TREES, SHRUBS AND GROUND COVER**

**PART I - GENERAL**

By bidding on this project and/or signing a contract for landscape work, the Contractor acknowledges that he/she has read and understood these specifications in their entirety, that he/she has inspected the site and will abide by all plans, specifications, and conditions found herein. Any perceived conflicts or concerns within the specifications or on the plant list, including unavailability of materials, are to be brought to the attention of the Landscape Architect prior to bid submission.

**1.01 WORK INCLUDED**

- A. Contractor shall obtain or ensure that all necessary permits have been granted to the Owner for work on the Owner's properties or in any adjacent easements prior to commencement of work.
- B. All planting and construction work shall be executed as shown on the provided drawings, schedules, and specifications.
- C. Any additional work or materials required to install landscape elements as called for on the plans, specifications or plant list shall be provided and installed by the Contractor.
- D. Finish Grade Elevations: 2 inch below top of pathway edging.
- E. The Contractor shall be entirely responsible for all work until final acceptance by the Owner. The Contractor shall protect all materials and work against injury and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for any negligence during the execution of the work.

**1.02 QUALITY ASSURANCE**

- A. All work specified herein shall be performed by a single firm specializing in landscape work. The Landscape Architect and the Owner retain the right to approve any proposed subcontractors prior to awarding the contract.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with all regulations applicable to landscape materials.
- C. Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
- D. Provide trees, palms, shrubs and groundcover grown in a recognized nursery in accordance with good horticultural practice. Materials must be healthy and vigorous, free of disease, insects, eggs, larvae, and defects such as decay, rot, knots, sun scald, injuries, abrasions, scuffing or unusual form. No collected material will be permitted unless specifically written approval is granted.
- E. Do not make substitutions. If specified landscape material is not available at time of planting, submit proof of non-availability and provide a list of proposed equivalent material. Once authorized, adjustments to the contract will be made. Owner is not financially responsible for unauthorized substitutions.
- F. Plant materials of larger size than specified may be used if acceptable to Landscape Architect and if sizes of root balls are increased proportionately. Installation of larger sizes will not increase contract amount unless specifically authorized by Owner.
- G. Owner and Landscape Architect reserve the right to inspect, approve or reject at any time plant materials or work either at the nursery or at the site which does not meet the condition in the plans, plant list or specifications.
- H. The Contractor shall be responsible for planting the landscape in complete accordance with all applicable codes, ordinances, and laws. Any modification made to conform with said codes, laws and ordinances, after the bid is awarded, shall be completed at the Contractor's expense at no additional cost to the Owner.

**1.03 SUBMITTALS**

- A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Submit seed catalogs, seed mixture required, staking botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- D. Submit maintenance procedures: Submit typewritten procedures for maintenance of landscape work, through final acceptance.

**1.04 DELIVERY, STORAGE AND HANDLING**

- A. **Packaged Materials:** Deliver packaged materials in original containers showing manufacturer's guaranteed name and analysis of manufacturer. Protect materials from damage and deterioration during delivery and storage.
- B. Trees, shrubs, and ground covers: Provide freshly dug trees, palms, and shrubs. Do not prune prior to delivery. All plants shall be handled and stored so that they are adequately protected from drying out, from sun or wind burn, and from any other injury at all times. Any plant determined to be wilted or burned may be rejected at any time, whether in the ground or not. Plants shall be handled only by their containers or root balls, not by stems or trunks. Plants that are scraped or scarred during delivery, storage, or planting will be rejected. The on-site storage area shall be approved prior to the delivery of any plant materials. Do not bend or bind plants in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.
- C. Deliver packaged materials in original containers for planting are complete, and plant immediately. Roots or balls of all plants shall be adequately protected at all times from sun and/or wind. Balled and burlapped (B&B) plants that cannot be planted immediately upon delivery shall be set on the ground and protected by having soil, wet peat, or other acceptable material covering the roots or balls keeping them moist.
- D. Deliver packaged materials in original containers until planting time.
- E. Label at least one tree, one palm and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name, if requested by Owner.
- F. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

**1.05 JOB CONDITIONS**

- A. Proceed with and complete landscape work as rapidly as portions of site become available.
- B. Utilities: Determine location of overhead and underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Forty eight (48) hours prior to digging, call the appropriate Utility Authority to have all utilities identified and marked in order to avoid conflicts.
- C. Protection of Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from negligence shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs back-charged to the Contractor.
- D. Protection of Existing Plant Material: The Contractor shall be responsible for all unauthorized cutting or damage to existing trees or shrubs caused by careless operation of equipment, stockpiling of materials, etc. This shall include compaction by driving or parking inside the drip-line of any tree, or spilling of oil, gasoline, or other deleterious materials within the drip-line of any tree. No materials shall be burned.
- E. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

**PART II - PRODUCTS**

**2.01 TOPSOIL**

- A. The Contractor is required to obtain a soil sample and perform a soil analysis test to determine the existing soil composition and conclude whether it complies with the composition criteria below.
- B. Where topsoil does not meet the specified limits within the project site, it shall be furnished. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
- C. Topsoil shall be friable, fertile soil with representative characteristics of local soils. It shall be free of heavy clay, marl, stone, extraneous lime, plant roots, refuse and/or solid waste, sticks, brush, construction demolition debris, and any other deleterious materials. There shall be no noxious weeds or weed seeds (i.e., nut grass, Bermuda grass and the like). In no case shall there be more than five percent (5%) by dry weight of clay lumps or stones larger than 1". It shall test in the pH range of 6.0 to 7.2 and shall contain no substance that will impede plant growth. The Contractor shall have the topsoil laboratory tested at his expense and approved by Landscape Architect or Owner prior to material delivery.

Topsoil shall conform to the following specifications:

COMPONENTS	DRY WEIGHT MEASURE	PARTICLE SIZE
Organic Matter	2% - 7%	
Silt/Clay	2% - 10%	< 0.074 mm
Sand	85% - 98%	0.075 - 3.00 mm
Gravel	0% - 5%	4.75 mm - 1 inch

The analysis shall also show the following ranges:

Soluble salt	2 - 1.0mmhos/cm
Nitrogen	25-150 PPM
Phosphorus	26 - 39 PPM
Potassium	50 - 250 PPM
Calcium	500 - 2500 PPM
Magnesium	50 - 500 PPM
Iron	2.5 - 25 PPM
Manganese	2.5 - 25 PPM
Zinc	1.3 - 5 PPM
Copper	0.5 - 1.5 PPM
Boron	0.5 - 1.5 PPM
Sulphur	15 - 200 PPM
Chlorine	less than 100 PPM
Sodium	less than 10
Nematodes	none

**2.02 SOIL AMENDMENTS AND FERTILIZERS**

- A. Peat Moss: Peat moss shall be a commercial, baled sphagnum material, free of woody material, minerals, or foreign matter, with a pH range of 3.0 - 5.5.
- B. Sand: Sand shall be clean, sharp, and free of all deleterious material.
- C. Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- D. Humus Soil Conditioner: Consisting of yard trimmings and bioisolds co-compost.
- E. Fertilizer: Fertilizer shall be a commercial grade, granular, slow release "pre-plant" type fertilizer.
  - 1. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any opened, caked, or damaged fertilizer will be rejected.
  - 2. Tree, palm, shrub and grass fertilizer shall be "UF (University of Florida) Formulated" product 8-2-12 or 8-2-13 with minor elements as an all-purpose fertilizer, or equal, and applied according to the manufacturer's direction.
  - 3. Application of fertilizers shall be consistent with the current recommendations of the Green Industries - Best Management Practices.
  - 4. Fertilizer shall be applied by an individual who has successfully completed the GI-BMP program and holds a current Urban Fertilizer License or as required by the State and Local Ordinances.

**2.03 WATER**

- A. All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful, natural or man-made elements detrimental to plants.

**2.04 OTHER LANDSCAPE PRODUCTS**

- A. Mulch: Mulch shall be shredded Melaleuca, Eucalyptus, Grade "A" Pine Bark Nuggets, or approved equal, free of foreign materials and weed seeds. Minimum depth after settling shall be 3".
- B. Guying and Bracing: Tree guying and bracing shall be the responsibility of the Contractor in accordance with the planting details to insure stability and maintain plants in an upright position.
- C. Anti-desiccant: Anti-desiccant shall be "Wiltruf" or equal, if specified on plans.
- D. Tree Wound Paint: Tree wound paint shall be an asphaltic base paint containing an antibiotic, and specially prepared for tree surgery work.
- E. Super Absorbent Polymer: "Terra Sorb" or approved equal as packaged in 3 oz. Handy Pac composed of synthetic acrilamide copolymer, potassium, acrylate. Particle size of 1.0 mm to 3.0 mm and absorption rate of 300 times its weight in water, if specified on plans.

Apply dry, using the following amounts:

- 1. For trees and palms up to 36" diameter root ball, use one 3 oz. Handy Pac.
- 2. For trees and palms over 36" diameter root ball use two 3 oz.
- 3. Handy Pacs: Broadcast throughout planting hole and backfill as per manufacturers specifications.

For container grown plants:

Container Size	Application Rate
1 Gallon	1 Handy Pac / 9 Containers
3 Gallons	1 Handy Pac / 4 Containers
7-10 Gallons	1 Handy Pac / 2 Containers
20 Gallons	1 Handy Pac / 1 Container

**2.05 PLANT MATERIAL**

- A. Plant list is part of this specification section. The Contractor shall be responsible for furnishing and installing all plant materials shown on the drawings and plant list. In case of conflict between the two documents, the drawings shall rule.
- B. Quality: Trees, palms, shrubs, and other plants shall be Florida #1 or better as defined in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services. Multi-trunked trees will not be accepted unless they are specifically specified in the planting plans. All plants shall have a normal habit of growth and shall be sound, healthy, and vigorous. Trees shall have normal well-developed branching structures and vigorous root systems that are not rot or container bound.
  - 1. Balled and burlapped plants (BB or b&b) shall be dug with firm, natural balls of earth, of sufficient depth and diameter to include the fibrous and feeding roots. Plants with cracked, dry, or broken balls will not be accepted, nor will plants with root balls of insufficient size.
  - 2. All plants, other than those collected on site, shall be nursery grown in accordance with good horticultural practices and under climatic conditions similar to the site for at least two years. Transplanting or root pruning shall have taken place during growth.
- C. Size: Plant sizes shown in the plant list are minimums. When a plant size is given by height and spread or by container size, all specifications are minimums to be met or exceeded. All trees and shrubs shall be measured when their branches are in a normal position. Spread dimensions specified refer to the main body of the plant and not from extreme branch tip to tip. Height is measured from the ground line to the average height of the canopy. Measurement does not include any terminal growth; the container or root ball is also not included.

- Unless otherwise specified, the determining measurement for trees shall be caliper, which shall be measured 6" above the ground for trees up to 4" in caliper, and 12" above the ground for trees over 4" caliper.
- 2.06 GRASS MATERIALS**
- A. Types: Sod type shall be as specified on the provided landscape plan and associated plant schedule.
  - B. Dimensions: The sod shall be taken up in commercial size rectangles, preferably 12-inch x 24-inch.
  - C. Measurement: Sod shall be measured on the basis of square footage. Contractor shall be responsible for complete coverage based on the square footage shown on plans; therefore, Contractor shall factor in cutting and shrinkage of materials.
  - D. The sod shall be sufficiently thick to provide a dense stand of live grass. The sod shall be live, manner which will avoid possible damage. Forty eight (48) hours prior to digging, call the appropriate Utility Authority to have all utilities identified and marked in order to avoid conflicts.
  - E. Protection of Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from negligence shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs back-charged to the Contractor.
  - F. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

- A. Types: Sod type shall be as specified on the provided landscape plan and associated plant schedule.
- B. Dimensions: The sod shall be taken up in commercial size rectangles, preferably 12-inch x 24-inch.
- C. Measurement: Sod shall be measured on the basis of square footage. Contractor shall be responsible for complete coverage based on the square footage shown on plans; therefore, Contractor shall factor in cutting and shrinkage of materials.
- D. The sod shall be sufficiently thick to provide a dense stand of live grass. The sod shall be live, manner which will avoid possible damage. Forty eight (48) hours prior to digging, call the appropriate Utility Authority to have all utilities identified and marked in order to avoid conflicts.
- E. Protection of Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from negligence shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs back-charged to the Contractor.
- F. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

**2.07 REJECTION, SUBSTITUTION, AND RELOCATION**

- A. All plants not conforming to the requirements herein specified shall be considered defective and such plants shall be marked as rejected and removed from the site whether in the ground or not, at the Contractor's expense. Such removal shall take place immediately and new plants shall be brought in as replacements. The plant materials must meet all applicable inspections required by law.
- B. The Owner or Landscape Architect also reserves the right to require that plants be relocated after installation if their initial installation does not conform to the plans or the intent of the plans, or if the original location poses an unforeseen threat to other facilities, human life, health, or safety, or to site utilities. Such relocation shall be at the Contractor's expense.

**PART III - EXECUTION**

**3.01 GENERAL**

- A. Proceed with and complete landscape work as rapidly as portions of the site become available.
- B. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, planting areas have been properly graded and prepared.
- C. Adverse Conditions: When adverse conditions potentially detrimental to plant growth are encountered during work, such as rubble or refuse fill, adverse drainage conditions, or obstructions, notify Owner or Landscape Architect before planting.
- D. Work Scheduling: Work is to be scheduled to establish a logical sequence of steps for completion of each type and phase of landscape work, in such a way as to correspond with, and avoid damage and conflict with, other disciplines on site.
- E. Coordination with Soil/Law: Plant trees, palms, and shrubs only after final grades are established, and prior to sodding or lawn establishment. If such planting must be done after lawn work, protect lawn/sod areas during planting and promptly repair any resulting damage.
- F. Timing:
  - 1. Planting work shall not be started until the final subgrade has been established, berms have been constructed and fine finished grading completed.
  - 2. Under no conditions shall work be done if weather or soil conditions are not satisfactory.
- G. Clean-up:
  - 1. At all times during the construction and installation, the site shall be maintained in a clean, orderly and safe condition. Streets and pavements shall be kept clean. Materials and equipment for planting work shall be limited to the quantity required for the particular phase of work currently underway on the job site.
  - 2. Protect landscape work and materials from damage due to landscape installation and maintenance operations, operations by other contractors and trades, and trespassers. Maintain protection during installation, Maintenance and Establishment periods. Treat, repair or replace damaged landscape work as directed.

**3.02 SOIL PREPARATION**

- A. Grading and soil preparation work shall be performed only during periods when best results can be obtained. If the moisture content of the soil is high enough that work would damage soil structure, grading and tilling operations shall be suspended.
- B. Before mixing in soil amendments, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth. Apply Herbicide for weed control as needed.
- C. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
  - 1. Mix lime with dry soil prior to mixing of fertilizer.
  - 2. Prevent lime from contacting roots of acid-loving plants.

- E. Unless drawings indicate otherwise, berms shall not exceed a 3:1 slope. Berms near buildings or in potentially troublesome drainage situations shall be checked for correct drainage by the project Engineer or Owner prior to planting.
- F. Free and shrub planting beds which fall within or near parking lot areas shall be completely excavated and back-filled with topsoil. All shell-rock or other base materials, and all subsoil and debris, shall be completely removed from beneath such planting areas, to a minimum depth of 24".
- G. All tree and/or shrub planting areas within 36" of building foundations, and any other planting areas where significant buried construction debris is encountered, shall be excavated to a minimum depth of 24" and backfilled with topsoil as specified elsewhere in these specifications.

**3.03 TILLING**

- A. Before mixing, clean soil of roots, plants, clay lumps, stones in excess of 1" in diameter, and other extraneous or potentially harmful materials.
- B. After soil conditioning (and topsoil if called for on plans) has been spread at specified rates, the areas to be planted should be thoroughly rotary-tilled to a depth of six (6) inches. Plowing or discing is not an acceptable substitute for rotary-tilling.
  - 1. If the sprinkler system is installed after grading and tilling is completed, the backfill shall be settled in the affected areas.
  - 2. When the subsoil, grading, topsoil addition, soil conditioning, and tilling have been accomplished, all areas so treated shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve (12) inches. Erosion scars shall be repaired.

**3.04 FINE FINISH GRADING**

- A. When preliminary grading has been completed and the soil has dried sufficiently to be readily worked, all lawn and planting areas shall be graded to the elevations indicated on the Engineering Plans. The top four (4) inches shall be completely free of stones larger than one (1) inch. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given. Positive drainage away from buildings shall always be maintained. Surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off of water. All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises shall be amended and/or removed leaving a smooth, even finish grade. If additional amended topsoil is required to accomplish the intent of this specification, it shall be according to the foregoing specifications for topsoil.
  - 1. All area shall be graded so that the final grades are 2" below adjacent paved areas, sidewalks, valve boxes, mowing strips, clean-outs, drains, etc., with appropriate adjustments for varying soil thicknesses. The intent is for water always to drain away from paving into lawn/sod areas.
  - 2. Eliminating all erosion scars prior to beginning planting.
  - 3. The Owner and/or his representative shall approve all final finish grades prior to planting.
- B. Prior to fine grading or the installation of plant material the Contractor shall obtain certification that the final grade is at the grade levels proposed by the Civil Engineer or Landscape Architect from a licensed Surveyor. The Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing for thickness of sod and/or mulch depth.

**3.05 PLANTING TREES AND PALMS**

- A. Layout individual tree locations and areas for multiple plantings. Stake all locations and outline areas, then secure Landscape Architect's acceptance before the start of planting work.
- B. Prior to preparation of tree pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks and supply lines, so that proper precautions may be taken not to disturb or damage healthy, and existing utilities. Properly maintain and protect existing utilities. Should such underground or overhead obstructions be encountered that interfere with planting, the Contractor will inform the Landscape Architect or Owner's representative and shall be consulted as to the adjustment of the location of plants to clear such obstruction or the relocation of the obstruction.
- C. Tree pit locations shall be staked by the Contractor and approved by the Owner or Landscape Architect before digging. Pits shall be excavated to the depth and width indicated and all subsoil removed.
- D. Protect all areas from excessive compaction by foot traffic or machinery when bringing trees to the planting area.
- E. All excavations shall have vertical sides with roughened surfaces and shall be of a size that is at least twice the width of the original plant container or ball. In all cases the holes shall be large enough to permit handling and planting without damage to the roots or roots and soil.
- F. Excess soil shall be removed or utilized as directed by Owner or the Owner's representative. If the excess soil will not be used, it is the responsibility of the Contractor to remove and dispose of the discarded soil off site in an acceptable manner.
- G. Tree pits shall be backfilled with a topsoil mixture as specified elsewhere in these specifications. Palm tree pits will be backfilled with a mixture of up to 95% sand and 5% organic material.
- H. Add fertilizer to tree pits as specified elsewhere in these specifications.
  - 1. Set balled and burlapped stock on a layer of 50% native soil and 50% topsoil compacted to a 6" depth. Location of tree pits shall be marked on top of sides of the ball but no burlap shall be underneath. Remove non-organic binding material (if any) from tree ball. Immediately cut any damaged roots with clean shears. Using a plumb to assure that the tree is properly upright, begin filling the hole and tamping the fill material. When the hole is 2/3 filled, water thoroughly and re-temp, and water again.
  - 2. Set container-grown stock as above, taking care not to damage roots when removing the container
- K. During planting, do not cover the top of the root ball with the soil mixture. All rope, wires, burlap mesh, etc., shall be removed from the root ball. No synthetic burlap is allowed on any tree ball during planting. It shall be a soil mix of synthetic burlap. Trees shall be planted so that the top of the root ball is 2" above final grade. Allow for settling. Any trees resting deeper or higher must be either reset or replaced at the discretion of the Owner or Landscape Architect; such work shall be at the Contractor's expense.
- L. Create a watering basin around each tree at least as wide as the root ball in diameter formed by a six (6) inch rim or raised curb. Each planting basin shall be mulched to a minimum depth of 2" (after settling). Mulch shall not be applied until the tree has been thoroughly watered and two days have elapsed. Mulch should be placed so that it is not in direct contact with trunks.
- N. All trees are to be staked or guyed per these specifications. All stakes shall be painted a conspicuous color or shall be flagged for visibility and public safety; guy wires shall be flagged.
- O. Palms shall be planted per above specifications.

**3.06 PLANTING SHRUBS, VINES, AND GROUND COVERS**

- A. The location of all plants, bed outlines and all other areas to be planted shall be clearly marked with agricultural gypsum or landscape marking paint then approved by the Owner or Landscape Architect before any holes are dug.
- B. No planting shall be done until the area concerned has been satisfactorily prepared in accordance with these specifications.
- C. No more plants shall be distributed in the planting area on any work day than can be planted and watered in that day.
- D. Unless otherwise indicated, all plants shall be planted in pits, centered as called for on the plant list, and set in 24" depth of topsoil as specified elsewhere in these specifications to such depth that the soil line of the plants will match the surrounding grade after settling. Plants shall be planted in a vertical position and oriented to give the best possible appearance or relationship to adjacent structures or features. Remove all inorganic containers or binding. All damaged roots shall be cut away cleanly. Planting soil shall be placed and compacted carefully to fill all voids and avoid root injury. When the hole is 2/3 filled, water thoroughly. The hole shall then be filled to finish grade and a shallow saucer shall be formed around each bed. After settling, soil shall be added as needed to bring the hole to grade level.
- E. Coordination with Soil/Law: Plant trees, palms, and shrubs with a mixture of 20% topsoil and 80% acid peat. They shall be set so that the bases of the plants are slightly higher than they grew in the container or nursery after settling. At no time shall lime in any form be brought into contact with the plants or their roots. Mulch with pine straw unless noted otherwise.
- F. Add fertilizer to plants as outlined in section 2.02.
- G. Vines shall be planted in pits containing at least 2 cubic feet of prepared topsoil. They shall be planted in the same manner as shrubs, and shall be mulched. Vine stems shall be fastened to walls, trellises, etc. as specified in the drawings.
- H. Groundcover plants shall be laid out in their proposed planting locations without being removed from their original structures or features. Remove all inorganic containers or binding. Planting methodology is the same as for other shrubs.
- I. Any plants which, after setting, rest significantly higher or even slightly lower than they grew in the nursery or container are subject to resetting or replacement at the discretion of the OWNER or Landscape Architect. Such work shall be at the Contractor's expense.
- J. If called for in the plans, landscape edging shall be installed as specified.
- K. All planting beds and individual plantings shall be mulched with a minimum of 3" (after settling) of mulch as specified in this document. Mulch shall be free of weed seeds and other foreign matter.

**3.07 ANNUAL AND SEASONAL COLOR BEDS**

- A. Beds shall be mounded to a height 6" on top of the existing grade and composed of 50% topsoil and 50% compost.
- B. Soil shall be covered with 1/2" - 1" deep layer of Pine Fines Mulch or comparable product.

**3.08 PRUNING**

- A. All pruning shall be done in the presence of, and with the approval of, the Owner or

Landscape Architect. Only clean, sharp tools designed for the purpose shall be used. The goal of pruning is always to preserve and enhance the natural character of the plant. Pruning shall be done per modern horticultural practice (see National Arborist Standards, latest edition).

- B. Pruning shall be limited to the minimum necessary to remove injured twigs, branches, and stems to compensate for root loss suffered during digging and transplanting, and to thin and shape shrubs and trees. In no case shall more than 1/3 of the branching structure be removed. Damaged, scarred, frayed, split, or skinned twigs, branches, or limbs shall be pruned back to the next sound outside lateral bud, branch or limb. The terminal bud or leader shall never be removed.
- C. Pruned trees and shrubs to retain required height and spread. Remove the minimal amount of wood necessary on flowering trees and shrubs. Remove only dead or dying fronds from palms. Cuts over 3/4" in diameter shall be treated with tree wound paint; all exposed living tissue shall be covered.
- D. Existing Trees: If indicated on drawings, Contractor shall prune and thin existing trees on site. The use of climbing spurs is prohibited. All diseased, dead branches and those interfering with power lines shall be removed. Remove only dead, broken, or damaged branches, and others as directed by the Owner or Landscape Architect. Cuts shall be flush with the trunk or limb and shall be painted with tree paint. Remove any nails, wires, etc. fastened to the tree.

**3.09 PLANTERS - DECORATIVE OR STRUCTURAL**

- A. If specified, landscaping in planters shall be installed using the following method:
  - 1. Install 4" deep layer of fine crushed stone in bottom of planter.
  - 2. Install filter fabric over stone layer. Turn up edges of fabric all around.
  - 3. Install planting soil mix over filter fabric to within 3/32" of top for planter. Do not compact soil.
  - 4. Install plant material as specified elsewhere in these specifications.
  - 5. Install 3" of mulch over planting soil.

**3.10 SODDING NEW LAWNS**

- A. The Contractor shall add sods as indicated and noted on the drawings. No sodding shall occur until areas to be sodded are cleared of any rough grass, weeds and debris, the ground brought to an even grade and specified amendments have been added. See details for specific amendments as per sod type.
- B. Whenever a suitable area has been graded and is ready for sodding the Contractor shall, where indicated on drawings, and maintain adequate moisture in the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than seventy two (72) hours shall be used unless specifically authorized by the Landscape Architect or Owner after his careful inspection thereof. Any sod which is not planted within twenty four (24) hours after cutting shall be stacked in an approved and maintained area until ready for use.
- C. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools. Sod shall be rolled with 1,000 lbs. roller unless waived by the Landscape Architect or Owner.
- D. Where sodding is used in drainage ditches, sod panels shall be set in a staggered pattern, such as to avoid a continuous seam along the line of flow. Offsets of individual strips shall be staggered to avoid a continuous seam.
- E. On areas where the sod may slide, due to height and slope, the Landscape Architect or Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.
- F. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.
- G. Where placement of new sod abuts existing sodded areas, new sod must be placed in such a manner as to produce an even transition to existing sodded areas.
- H. It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas.

**PART IV MAINTENANCE, ESTABLISHMENT AND WARRANTY PERIODS**

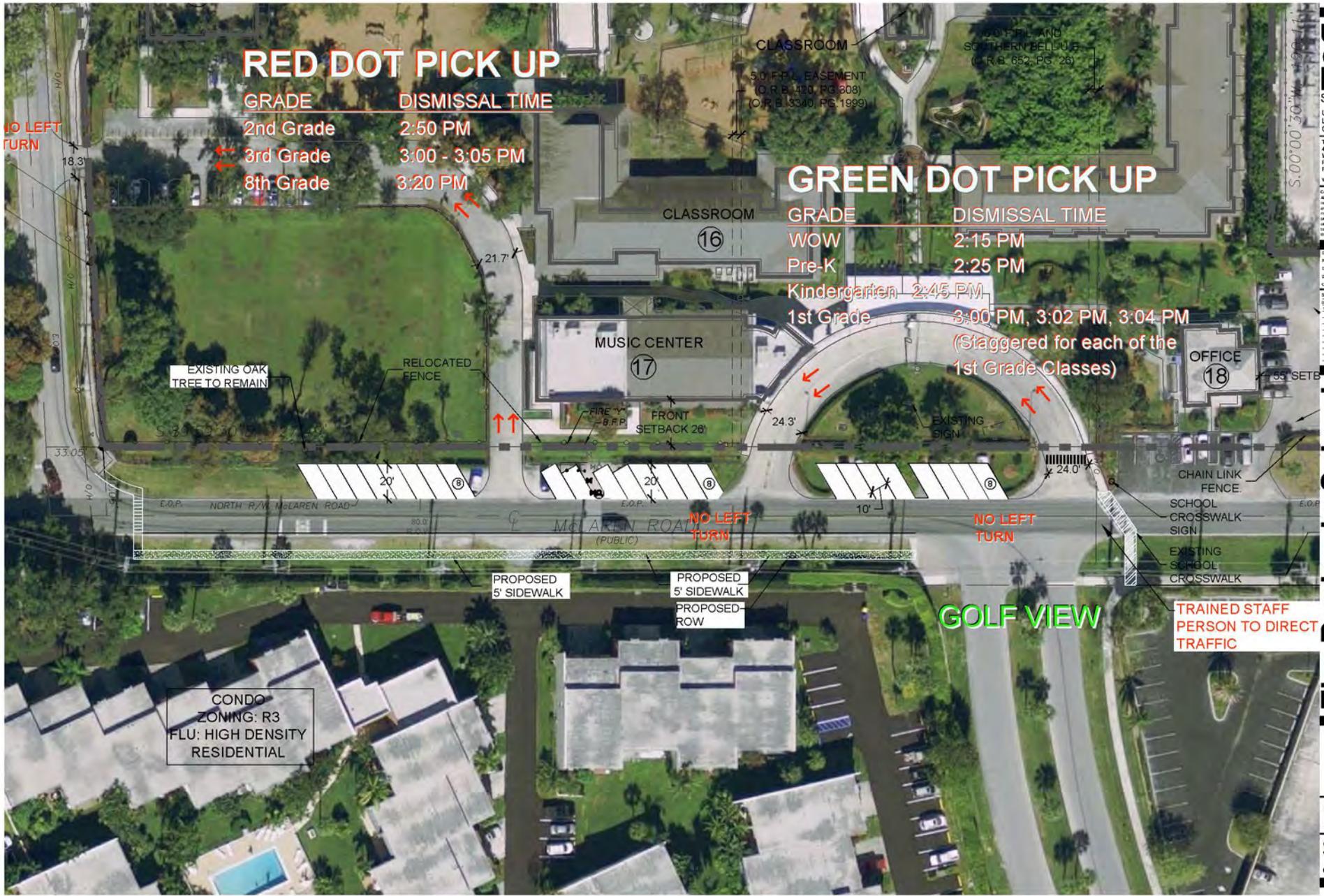
**4.01 MAINTENANCE AND ESTABLISHMENT PERIOD**

- A. The Maintenance Period shall begin immediately after each plant is planted, and the Contractor shall continuously maintain all areas involved in this contract during the progress of the project.
- B. The Establishment Period shall begin on the first day after all planting and installation of all landscape elements is completed and initially accepted. The Contractor shall continuously maintain all areas from initial acceptance until final acceptance by the Owner. The Establishment Period shall continue for not less than ninety (90) continuous calendar days. Where pits locations shall be staked by the Contractor and approved by the Owner or Landscape Architect before digging. Pits shall be excavated to the depth and width indicated and all subsoil removed.
- C. The Contractor shall be responsible for maintaining adequate protection of the site. Areas damaged by the Landscape Contractor's men or equipment, or the men or equipment of his subcontractors, shall be repaired at the Landscape Contractor's expense.
- D. The Contractor is responsible for keeping all plant materials adequately watered after installation even if the irrigation system is not operational. Plants shall receive a thorough watering immediately after planting. Afterwards, plants shall be watered during the maintenance and establishment periods per the requirements set forth in "Water Retention of the Maintenance and Establishment Periods. Fertilizer shall be applied at a rate to keep plant materials healthy. All fertilizer shall be done under the direction of a licensed fertilizer operator.
- E. The Landscape Contractor shall control disease and pest infestations in the planting area. Upon approval, the Contractor shall implement the control measures, exercising extreme caution in using hazardous materials and taking all necessary steps to protect others on and near the job site. All disease and pest control shall be done under the direction of a licensed disease and pest control operator.
- J. Herbicide Weed Control: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds until final acceptance of work.
  - 1. "Round-up" shall be applied to all planting areas as needed and determined on-site by the Owner for weed control. Apply per manufacturers specifications.
  - 2. "Ronstar" pre-emergent or OWNER - approved equal, shall be applied 2 weeks before planting. Apply per manufacturers specifications.
  - 3. Apply "Fusilade" in all areas where torpedo grass has emerged. Apply per manufacturers specifications.
  - 4. Apply "Basagran" or "Marage" in all areas where nutgrass has emerged. Apply per manufacturers specifications.
- K. Mowing of turf will commence ten (10) days after installation. The height of cut will be 3". After the first mow, the Contractor shall adjust the frequency of mowing so that each operation no more than 1/3 of the grass blade is removed per cutting.
- L. If the lawn surface becomes uneven or develops any low spots or gaps in the sod at any time during the maintenance or establishment periods, contractor to provide clean sand to fill all low spots and gaps to level the lawn surface. Roll the lawn immediately afterwards with a 1,000 lb. roller. After the first mowing, lawn, required level the lawn again, using the same procedure until a uniform level lawn surface is provided. Between the 15th and 20th day of the Establishment Period, the Contractor shall re-sod all spots or areas within the lawn where normal turf growth is not evident. Turf must be well established and free of bare spots and weeds to the satisfaction of the OWNER or Landscape Architect prior to final acceptance. All fertilizer to be used shall be applied at intervals of not more than ten (10) days. Application of fertilizer to be done between the fourth (4) and fifth (5) day of the establishment period. Landscape Architect or Owner are to be notified a minimum of forty eight (48) hours in advance.
- M. Improper maintenance or poor condition of any planting at the time of the termination of the scheduled Establishment Period may cause postponement of the final acceptance of the contract. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. Maintenance shall be continued by the Contractor until the work is acceptable.
- O. Inspection and Final Acceptance:
  - 1. In all cases the Landscape Architect will perform an initial and final inspection at the beginning and end of the Establishment Period, respectively. It is the responsibility of the Contractor to notify the Owner or Landscape Architect of the beginning and end of this period and to submit a written request for an inspection ten (10) days in advance.
  - 2. Following inspection(s), Landscape Architect will prepare a listing of outstanding items to be addressed prior to final acceptance. Final acceptance will be given once the outstanding items are completed, and the work performed to the satisfaction of the Landscape Architect and OWNER.
  - 3. Any material that is 25% or more dying shall be considered dead and must be replaced at no charge. A tree shall be considered dead when the main leader has died or when 25% of the crown is dead. A tree that has suffered significant leaf drop but shows signs

of life may be left for later re-inspection. Such trees shall be subject to removal and replacement at any time up to and including the first re-inspection, as requested by the Owner or Landscape Architect. The Warranty Period for such trees shall not begin until after the second re-inspection.

**4.02 WARRANTY PERIOD**

- A. Unless a different agreement is reached in writing between the Owner and the Contractor, all trees and other plant material, including ground covers, installed under this agreement shall be guaranteed to live and grow, and shall be warranted against defects, death and unsatisfactory growth for a period of one (1) year from the day of final acceptance of contract work.
- B. Non-living landscape elements shall also carry a one (1) year guarantee on materials, labor, and workmanship.
- C. Material found to be dead or in poor condition within the Warranty Period shall be replaced by the Contractor within fifteen (15) days of written notification by the Owner's representative. The Owner or Landscape Architect shall be the sole judge as to the condition of the material.



# RED DOT PICK UP

GRADE	DISMISSAL TIME
2nd Grade	2:50 PM
3rd Grade	3:00 - 3:05 PM
8th Grade	3:20 PM

# GREEN DOT PICK UP

GRADE	DISMISSAL TIME
WOW	2:15 PM
Pre-K	2:25 PM
Kindergarten	2:45 PM
1st Grade	3:00 PM, 3:02 PM, 3:04 PM (Staggered for each of the 1st Grade Classes)

CONDO  
ZONING: R3  
FLU: HIGH DENSITY  
RESIDENTIAL

GOLF VIEW

TRAINED STAFF  
PERSON TO DIRECT  
TRAFFIC

**urban design kilda studios**  
STUDIOS  
Urban Planning & Design  
Landscape Architecture  
Communication Graphic  
The Loft at City Place  
477 S. Rosemary Ave., Suite  
West Palm Beach, FL 33409  
P: 561-366-1100  
F: 561-366-1115  
www.urbandesign.com

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Date: 08.27.2010  
Project No.: 08-017-002  
Designer: LWB  
Drawn By: LWB  
Checked By: WTCV  
Submitted Date: 08.27.10  
Comments:

**The Benjamin School**  
North Palm Beach, Florida  
McClaren Parking Detail



0 25' 50' 1'  
Scale: 1" = 50'-0"

SP-1  
of 1

**EXHIBIT – Traffic Flow During Construction Phase**



**TRAFFIC FLOW TO DROP OFF B**  
 25' EXISTING LANE  
 SCHOOL TO CONE OFF LEFT  
 12' (WIDE) TO PROVIDE A  
 STACKING LANE AND PROVIDE  
 A RIGHT BY-PASS LANE FOR  
 THRU TRAFFIC

**Pick up and Drop Off Locations**

- A WOW, Pre-K through 3rd grade
- B 2nd and 3rd grade (middle school pick up only)
- C Middle School
- D 4th and 5th grade



# Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

February 17, 2025

THIS PRE-APPLICATION LETTER IS VALID UNTIL – February 17, 2026  
**THIS LETTER IS NOT A PERMIT APPROVAL**

Kyle Duncan  
Simmons & White, Inc.  
2581 Metrocentre Boulevard West, Suite 3, West Palm Beach FL 33407

Dear Kyle Duncan:  
RE: Pre-Application Review for **Category B Safety Upgrade**, Pre-Application Meeting Date: **2/13/2025, 11:15 AM**  
Palm Beach County - North Palm Beach; C3R - Suburban Residential; Sec. # 93040000; MP: 2.7; Access Class - 03;  
Posted Speed - 45; SIS - N/A; FDOT Ref. Project: N/A

**Request: Close the existing right-in/right-out driveway located along the west side of SR 5 located approximately 171 feet north of McLaren Road.**

### SITE SPECIFIC INFORMATION

Project Name & Address: **The Benjamin School – 11011 US Highway 1, North Palm Beach, FL**  
Property Owner: **Benjamin Private School Inc.;** Parcel Size: **0.9 Acres**  
Development Size: **4,837 SF Administrative Office**

### REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

#### Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the District Traffic Operations Access Manager - Tel. # 954-777-4363 or e-mail: [D4AccessManagement@dot.state.fl.us](mailto:D4AccessManagement@dot.state.fl.us) with any questions regarding the Pre-Approval Letter.

Sincerely,

  
Roya Edwards  
2025.02.17 10:  
13:58 -05'00'

Roya Edwards, AICP  
District Traffic Operations Access Manager

cc: Patricia Moore

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2025-02-13\Pre-App 04 93040000 MP 2.80 SR 5 The Benjamin School\93040000 MP 2.80 SR 5 The Benjamin School.docx

February 14, 2025



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Urban Design  
Land Planning  
Landscape Architecture

---

Caryn Gardner-Young  
Community Development Director  
Village of North Palm Beach  
701 U.S. Highway 1 Suite 100  
North Palm Beach, FL 33408

**RE: The Benjamin School – Lower School  
UDS REF# 05-017.008**

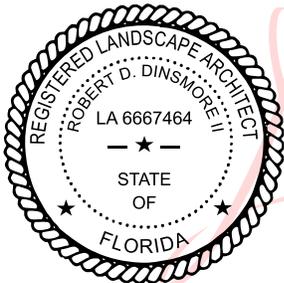
Dear Mrs. Gardner-Young,

Please accept this letter regarding The Benjamin School – Lower School Landscape Plan that is in compliance with the Village of North Palm Beach landscape code requirements. All existing trees/palms shown on the Landscape Plan are depicted correctly per the Tree Survey (prepared by Caulfield and Wheeler) and existing plant material evaluated by ISA Certified Arborist Justion Rogers (FL-9547A). Please contact me if you have any questions regarding this letter.

Respectfully,

Robert Dinsmore  
Florida Registered Landscape Architect  
License #LA6667464

CC: Janelle Vinson, UDS



Digitally signed  
by Robert D.  
Dinsmore II, PLA  
Date: 2025.02.18  
10:35:01 -05'00'

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

---

TO: Honorable Mayor and Council

FROM: Jessica Green, Village Clerk

DATE: April 24, 2025

SUBJECT: **MOTION – Confirmation of Appointment of Deputy Village Clerk**

---

Section 2-68 of the Code of Ordinances provides that the Deputy Village Clerk be appointed by the Village Clerk, subject to confirmation of the appointment by the Village Council.

Marquetta Fells began serving in the position of Deputy Village Clerk on April 15, 2024, and has successfully completed the required 365-day probationary period. Ms. Fells is an excellent employee and an asset to the Clerk's office. I recommend confirmation of her appointment as Deputy Village Clerk.

**Recommendation:**

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

**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: April 24, 2025  
SUBJECT: **MOTION** – Approval of Release of Unity of Title for former Village Shoppes Planned Unit Development

---

The Village received a letter from James Gavigan, Esquire, sent on behalf of NP-Devland Holdings, LLC, requesting that the Village Council release the Unity of Title relating to the existing Village Shoppes Planned Unit Development (PUD).

At its April 10, 2025 meeting, the Village Council approved a Master Development Plan and a Master Phasing Plan for the Village Place special C-3 Planned Unit Development. The Council adopted the version of the Village Place PUD Ordinance presented on first reading in lieu of granting the developer entitlements as to height. The version presented on second reading, setting forth such entitlements in exchange for certain public benefits, included a condition specifically releasing the Unity of Title. The release is required because the Council's approval of the Village Placed PUD repealed all conflicting ordinances, including the prior Ordinance approving the Village Shoppes PUD. The Village Place PUD includes additional properties not included in the Village Shoppes PUD and will be subject to a single Declaration of Restrictions and Covenants administered by a Master Property Owner's Association.

A copy of the letter requesting the release of the Unity of Title, in addition to the existing Unity of Title and proposed Release of Unity of Title, are attached. If the Council agrees to release the Unity of Title, the developer will still be required to obtain consent from the Town Council for the Town of Lake Park.

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration of the request by NP-Devland Holdings, LLC to release the Unity of Title for the existing Village Shoppes Planned Unit Development and to authorize the Mayor to execute the proposed release in accordance with Village policies and procedures.**



JAMES C. GAVIGAN JR.  
PARTNER  
Shutts & Bowen LLP  
1100 CityPlace Tower  
525 Okeechobee Boulevard  
West Palm Beach, Florida 33401  
DIRECT (561) 650-8540  
EMAIL JGavigan@shutts.com

April 16, 2025

**Via Email** [chuff@village-npb.org](mailto:chuff@village-npb.org)

Chuck Huff, Village Manager  
Village of North Palm Beach  
501 US Highway 1  
North Palm Beach, FL 33408

**Re: Village Shoppes at U.S. 1, LLC Unity of Title**

Dear Mr. Huff,

Our firm represents NP-Devland Holdings, LLC in connection with the redevelopment of the 13.55 acre property located at the intersection of U.S. Highway 1 and Palmetto Drive (former Twin City Mall site). My client respectfully requests that the Village release the Unity of Title for the Property. I've attached a draft Release of the Unity of Title, along with the existing Unity of Title.

Please let me know if you would like to discuss further.

Sincerely yours,

**SHUTTS & BOWEN LLP**

A handwritten signature in blue ink, appearing to read "James C. Gavigan, Jr.", written in a cursive style.

James C. Gavigan, Jr. Esq.

JCG/ias

cc: Nader Salour  
Harvey E. Oyer, Esq.  
Len Rubin, Esq.



This instrument prepared by and to be returned to:

02/26/2003 15:59:50 20030110041  
OR BK 14847 P6 1775  
Palm Beach County, Florida

MICHAEL J. SABATELLO, IV, ESQ.  
Greenberg Traurig, P.A. (W/C #42)  
777 S. Flagler Drive, Suite 300E  
West Palm Beach, FL 33401

Property Control Nos.: 68-43-42-21-00-001-0010  
68-43-42-21-00-001-0050  
68-43-42-21-00-001-0030  
36-43-42-21-00-000-3040

Tax Identification No. of Grantee:

**UNITY OF TITLE**

In consideration of the sum of ten dollars (\$10), and other good and valuable consideration, the VILLAGE SHOPPES AT U.S. 1, LLC, a Florida limited liability company, as "Owner" of the lands described in Exhibit "A" attached thereto (the "Land"), hereby agrees to restrict the use of the Land in the following manner:

1. That said Land shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land; provided, however, notwithstanding the foregoing, a portion or portions of the Land may be conveyed and transferred to the State of Florida or any public body or agency if required by said agency for a public purpose.
2. The Owner further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Village Council of the Village of North Palm Beach and the Town Council of the Town of Lake Park.
3. The Owner further agrees that this instrument shall be recorded in the Public Records of Palm Beach County at Owner's sole cost and expense.

IN WITNESS WHEREOF, Owner has set Owner's hand and seal this 26 day of February, 2003.

Signed, sealed and delivered in our presence:

VILLAGE SHOPPES AT U.S. 1, LLC, a Florida limited liability company

(1) [Signature]  
Print Name: Lisa M. Siniscalchi

By: [Signature]  
Carl M. Sabatello, Pres.

(2) [Signature]  
Print Name: TEIS WALTER

(COMPANY SEAL)

"OWNER"

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25 day of February, 2003, by Carl M. Sabatello, as President of VILLAGE SHOPPES AT U.S. 1, LLC, a Florida limited liability company, on behalf of said limited liability company, who personally appeared before me and is personally known to me.

[Signature]  
NOTARY PUBLIC  
NOTARY NAME: \_\_\_\_\_  
(NOTARY STAMP)  
Serial (Commission) Number: \_\_\_\_\_

\\wpb-srv01\SPRINGTHORPEB412085v02\2/20/03\37212.011200



Lisa M. Siniscalchi  
MY COMMISSION # CC831545 EXPIRES  
July 24, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT A

TRACT I

A certain parcel of land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of State Road No. 5 as described in a deed from Tisdem, Inc. to the State of Florida as same is recorded in Deed Book 838, Page 25, Public Records of Palm Beach County, Florida with the northerly right-of-way of Palmetto Road as shown on the Plat of Kelsey City (now Lake Park) as same is recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida, and from said point of intersection run (for convenience the said northerly right-of-way line of Palmetto Road is assumed to bear North 89°57'15" West and all other bearings mentioned herein are relative thereto), North 89°57'15" West running along the said northerly right-of-way line a distance of 488.28 feet; thence North 7°27'45" West, a distance of 247.44 feet; thence South 88°43'22" West a distance of 249.34 feet to a point in a line parallel with and one foot westerly from (measured at right angles to) the westerly wall of the Truck Well so called at the westerly end of the J.M. Fields Store Building, so called; thence North 01°19'04" West, along said parallel line, a distance of 152.45 feet, more or less, to a point in the westerly extension of the North face of the South wall of the Garden Shop so called, said Garden Shop located in the Northwestern corner of the said J.M. Fields Store Building; thence North 88°40'56" East along the just said westerly extension and along the just said North face of the South wall a distance of 41 feet, more or less, to a point in the West face of the East wall of said Garden Shop; thence North 01°19'04" West running along the just said West face of the East wall and the northerly extension thereof a distance of 120.27 feet, more or less, to a point in the face of the curb, said curb being 20.26 feet northerly from and parallel with the face of the North wall of said building; thence North 88°40'56" East running along the said face of the curb and its Easterly extension of a distance of 837.31 feet, more or less, to a point in the said westerly right-of-way line of State Road No. 5, said point being also a point on a curve concave to the West, having a radius of 11394.22 feet and whose tangent passing through said point bears South 10°13'29" East; thence Southerly running along the arc of the just described curve and along the said westerly right-of-way line subtending a central angle of 01°48'07", a distance of 358.34 feet, more or less, to the end of said curve; thence South 81°34'38" West running along a line radial to the just described curve and radial to the next described curve and continuing along said westerly right-of-way line a distance of 5 feet to a point in a curve concave to the West, being concentric with the last described curve and having a radius of 11389.22 feet; thence Southerly running along the arc of the just described curve and continuing along the said westerly right-of-way line; subtending a central angle of 00°25'22", a distance of 84.04 feet to the end of said curve; thence South 08°00'00" East along the westerly right-of-way line a distance of 91.77 feet, more or less, to the POINT OF BEGINNING.

TRACT II

A parcel of land lying in Section 21, Township 42 South, Range 43 East, palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the westerly right-of-way line of State Road No. 5, as described in Deed from Tisdem, Incorporated to the State of Florida, recorded in Deed Book 838, Page 25, Public Records of Palm Beach County, Florida, with the northerly right-of-way line of Palmetto Road, as shown on the Plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida; thence westerly, along said northerly right-of-way line, a distance of 488.28 feet to a point on a portion of the westerly boundary of that certain parcel of land described in Official Records Book 3343, Page 1786, Public Records of Palm Beach County, Florida, and the point of beginning of the hereinafter-described parcel; thence northerly along said westerly boundary, making an angle with the preceding course, measured from East to North of 97°30'30", a distance of 247.44 feet to a point; thence westerly, making an angle with the preceding course, measured from South to West of 96°11'07", a distance of 208.80 feet to the of the Easterly boundary of that certain parcel of land described in Official Records Book 3259, Page 276, Public Records of Palm Beach County, Florida; thence southerly, along said Easterly boundary, making an angle with the preceding course, measured from East to South of 89°58'58", a distance of 240.58 feet to a point on said northerly right-of-way line, making an angle with the preceding course, measured from North to East of 91°20'25", a distance of 235.45 feet to the point of beginning.

*Prepared by and when  
recorded return to:*

James C. Gavigan, Jr., Esquire  
Shutts & Bowen LLP  
1100 CityPlace Tower  
525 Okeechobee Boulevard  
West Palm Beach, FL 33401  
(561) 835-8500

---

**RELEASE OF UNITY OF TITLE**

**THIS RELEASE OF UNITY OF TITLE** is made by the Village Council of the Village of North Palm Beach (the “Village Council”) and the Town Council of the Town of Lake Park (the “Town Council”).

**WHEREAS**, on or about February 26, 2003, a previous owner executed a Unity of Title for the property described therein which was recorded in Official Records Book 14847, Page 1775 of the Public Records of Palm Beach County, Florida (the “Unity of Title”);

**WHEREAS**, the aforesaid property is now owned by NP-DEVLAND HOLDINGS, LLC, a Delaware limited liability company (the “Owner”);

**WHEREAS**, the Village Council and the Town Council have the authority to release the Unity of Title as described in Section 2 of the Unity of Title; and

**WHEREAS**, the Owner has requested that the Village Council and the Town Council release the Unity of Title, and the Village Council and the Town Council now agreed to do so.

**NOW, THEREFORE**, in consideration of the foregoing, the aforesaid Unity of Title is hereby released and terminated, declared that it is void, and shall no longer be applicable or affect any of the property described therein.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the Village Council has executed this Release of Unity of Title as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed, and delivered  
in the presence of:

**VILLAGE COUNCIL OF THE VILLAGE  
OF NORTH PALM BEACH**

\_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Print name of Witness 1

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Print name of Witness 2

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of the Village Council of the Village of North Palm Beach, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary public, State of Florida

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Serial No.: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Town Council has executed this Release of Unity of Title as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed, and delivered  
in the presence of:

**TOWN COUNCIL OF THE TOWN OF  
LAKE PARK**

\_\_\_\_\_  
Signature of Witness 1

By: \_\_\_\_\_

\_\_\_\_\_  
Print name of Witness 1

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Print name of Witness 2

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of the Town Council of the Town of Lake Park, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary public, State of Florida

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Serial No.: \_\_\_\_\_