



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MAY 22, 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

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. Proclamation - National Gun Violence Awareness Day
2. Proclamation - Water Reuse Week

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.

3. **Palm Beach County Commission on Ethics Annual Overview - Gina A. Levesque, CFE**

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

4. **RESOLUTION** – Approving an Amendment to the Agreement with Phillips and Jordan, Inc. for Disaster Debris Removal, Reduction and Disposal Services in accordance with the terms, conditions and pricing set forth in an existing Agreement with the Solid Waste Authority of Palm Beach County; and authorizing execution of the Amendment.
5. **RESOLUTION** – Approving an Amendment to the Continuing Contract for Professional Architectural Services with REG Architects, Inc. to increase the total amount of compensation for Fiscal Years 2025 and 2026 to \$150,000; and authorizing the Village Manager to execute the Amendment.
6. Receive for file Minutes of the General Employees Pension Board meeting held 2/4/25.
7. Receive for file Minutes of the Police and Fire Pension Board meeting held 2/12/25.
8. Receive for file Minutes of Audit Committee meeting held 3/12/25.
9. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 4/1/25.
10. Receive for file Minutes of Recreation Advisory Board meeting held 4/8/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

11. **1ST READING OF ORDINANCE 2025-10 – CODE AMENDMENT – CT TRANSITIONAL COMMERCIAL DISTRICT** Consider a motion to adopt on first reading Ordinance 2025-10 amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by amending Article III, "District Regulations," Section 45-32.1, "CT Transitional Commercial District," to adopt a new table of uses.

OTHER VILLAGE BUSINESS MATTERS

12. **RESOLUTION – POLICE DEPARTMENT TASER PURCHASE** Consider a motion to adopt a resolution approving the Sole Source Purchase of forty-one tasers, including equipment, hardware, and certifications, from Axon Enterprises Inc. for use by the Police Department at a total cost over a five-year period of \$275,191.80; and authorizing the Village Manager to take all actions necessary to effectuate the purchase, subject to review and approval of all required documentation by the Village Attorney.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

13. NPB University - "Know Your Department" - Country Club

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
VILLAGE MANAGERS OFFICE**

TO: Honorable Mayor and Council
FROM: Chuck Huff, Village Manager
DATE: May 22, 2025
SUBJECT: **RESOLUTION – Approval of an Amendment to the Agreement with Phillips and Jordan, Inc. for Hurricane/Disaster Debris Removal, Reduction, and Disposal Services**

Village Staff is seeking Council consideration and approval of an Amendment to the Village's existing Agreement with Phillips and Jordan, Inc. for Disaster/Hurricane Debris Removal, Reduction, and Disposal Services. The existing Agreement between the Village and Phillips and Jordan expired on May 7, 2025.

The Solid Waste Authority of Palm Beach County (SWA) completed a competitive solicitation (RFP No. 22-201C) for Hurricane/Disaster Debris Removal, Reduction and Disposal Services and awarded a contract to Phillips and Jordan. On May 26, 2022, the Village entered into an Agreement with Phillips and Jordan piggybacking the SWA contract. The term of the SWA contract expired on May 7, 2025, and the SWA recently amended its contract to extend the term for an additional three years through May 7, 2028. Village Staff is seeking Council approval of Amendment to the Village's Agreement to extend the term through 2028, continuing to utilize the terms, conditions, and pricing of the SWA contract.

Phillip and Jordan, Inc. is experienced in disaster debris removal and has a thorough understanding of the applicable FEMA requirements. The scope of work under this Agreement would include removing large volumes of disaster-generated debris from the Village in a timely and cost-effective manner and performing all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses.

There is no cost for this Agreement unless the Village declares an emergency and mobilizes Phillips and Jordan, Inc. to provide assistance.

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving an Amendment to the Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal with Phillips and Jordan, Inc. to extend the term for an additional three years and authorizing the Mayor and Village Clerk 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 AN AMENDMENT TO THE AGREEMENT WITH PHILLIPS AND JORDAN, INC. FOR DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PRICING SET FORTH IN AN EXISTING AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-42 on May 26, 2022, the Village Council approved an Agreement for Hurricane/Disaster Debris Removal, Reduction, and Disposal (“Agreement”) with Phillips and Jordan, Inc. (“Contractor”) by piggy-backing an existing agreement between the Contractor and the Solid Waste Authority of Palm Beach County (Agreement No. 22-201C) (“SWA Contract”); and

WHEREAS, the term of the Agreement was the term indicated in the SWA Contract, which expired on May 7, 2025, and the Contractor and the SWA recently amended to the SWA Contract for an additional three years; and

WHEREAS, the Village and Contract wish to amend the Agreement to reflect the extension of the SWA Contract, and the Village Council determines that the execution of the Amendment is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves an Amendment to the Agreement with Phillips and Jordan, Inc. for Hurricane/Disaster Debris Removal, Reduction and Disposal, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the 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 take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**AMENDMENT TO AGREEMENT FOR HURRICANE/DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

THIS AMENDMENT is made as of this _____ day of _____, 2025, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (“VILLAGE”), and PHILLIPS AND JORDAN, INC., 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922, a foreign corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, on May 26, 2022, the VILLAGE and CONTRACTOR executed an Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal (“Agreement”) pursuant to the terms, conditions, and pricing set forth in a Contract between CONTRACTOR and the Solid Waste Authority of Palm Beach County, County Contract No. 22-201C (“SWA Contract”); and

WHEREAS, the Agreement was for the term indicated in the SWA Contract, which expired on May 7, 2025; and

WHEREAS, the CONTRACTOR and SWA recently amended the SWA Contract to extend the term an additional three years, and the VILLAGE and CONTRACTOR wish to formally amend the Agreement to reflect this extension.

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

1. Recitals.

The foregoing recitals are ratified as true and are fully incorporated herein by reference.

2. Term.

The VILLAGE and CONTRACTOR hereby agree to amend Section 5 of the Agreement to read as follows:

This Agreement shall remain in effect through May 7, 2028, as set forth in the Amendment to the SWA Contract executed by the SWA and CONTRACTOR. If the SWA Contract expires and no new contract is let by the County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR, to renew this Agreement under the same terms and conditions for an additional period of one (1) year.

3. Conflicts.

All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment to Agreement for Hurricane/Disaster Debris Management and Support Services as of the day and year first above written.

CONTRACTOR:

PHILLIPS AND JORDAN, INC.

BY: _____

Print Name: _____

Position: _____

VILLAGE:

VILLAGE OF NORTH PALM BEACH

BY: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

JESSICA GREEN,
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

LEONARD G. RUBIN
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Phillips and Jordan, Inc.**
3. **Phillips and Jordan, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____
Print Name:
Title:

**AMENDMENT #1 TO THE AGREEMENT FOR
HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND
PHILLIPS AND JORDAN, INC.
DATED THE 4TH DAY OF MAY 2022**

This First Amendment dated the 12th day of March, 2025, to Agreement No. 22-201C (the "Agreement"), between the **Solid Waste Authority of Palm Beach County** (hereinafter referred to as the "AUTHORITY") and **Phillips and Jordan, Inc.** (hereinafter referred to as the "CONTRACTOR" and "Parties" when referred to collectively).

Whereas, the Parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement. There are no further extensions permitted under the Agreement; and,

Whereas, the undersigned as an officer or representative of the CONTRACTOR hereby attests, declares, and affirms that it does not use coercion for labor or services as defined in Section 787.06, of the Florida Statutes, effective July 1, 2024; and

Whereas, AUTHORITY desires CONTRACTOR to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the other, the Parties hereto agree as follows:

In accordance with Article 1 – Effective Date and Incorporation of Recitals, the AUTHORITY and the CONTRACTOR mutually agree to extend the Agreement for above written services on the same terms and conditions for an additional three (3) years effective **May 8, 2025 through May 7, 2028**.

All other provisions of the Agreement for the services as written above dated the 4th of May 2022, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, AUTHORITY and CONTRACTOR have made and executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

1. Buffy Martin

2. [Signature]

By: FOR [Signature]
Daniel Pellowitz
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: Michael W. Jones
Michael W. Jones, Esq.
General Counsel

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Name: Patrick D. Carroll
Title: Managing Director

Under penalties of perjury, CONTRACTOR declares that it has read the foregoing amendment and that the facts stated in it are true.

ATTEST:

Signed by: Alex Clarke
Corporate Secretary

WITNESS:

1. Sudney Kendrick
2. Adrienne Dunagan
BDC58EA253F843A...

PHILLIPS AND JORDAN, INC.:

By: [Signature]
Name: Morgan Pierce
Title: President, Power

(Affix Corporate Seal)

Approved by Authority Board on February 12, 2025, Item 5.E.

RESOLUTION 2022-42

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PHILLIPS AND JORDAN, INC. FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PRICING SET FORTH IN AN EXISTING AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to obtain debris removal, reduction and disposal services in the event of a hurricane or disaster; and

WHEREAS, in obtaining such services, the Village wishes to piggy-back an existing agreement between Phillips and Jordan, Inc. ("Contractor") and the Solid Waste Authority of Palm Beach County (Agreement No. 22-201C) ("SWA Contract"); and

WHEREAS, Contractor has agreed to provide the Village with debris removal, reduction and disposal services under the same terms and conditions as the SWA Contract; and

WHEREAS, the Village determines that the execution of an Agreement with Contractor, incorporating the terms and conditions of the SWA Contract, is in the best interests of the public health, safety and welfare.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves an Agreement between the Village and Phillips and Jordan, Inc. to provide hurricane/disaster debris removal, reduction and disposal services and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village. A copy of the Agreement is attached hereto and incorporated herein by reference.

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

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

PASSADOPTED THIS 26TH DAY OF MAY, 2022.



ATTEST: *


VILLAGE CLERK


MAYOR

**AGREEMENT FOR HURRICANE/DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

THIS AGREEMENT is made as of this 26th day of May, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (“VILLAGE”), and Phillips and Jordan, Inc., 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922, a foreign corporation authorized to do business in the State of Florida (“CONTRACTOR”), whose Federal Employer Identification Number is 56-0694573.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide debris removal, reduction and disposal services in the event of a hurricane or other natural disaster; and

WHEREAS, the Solid Waste Authority of Palm Beach County (“SWA”), through its competitive selection process, awarded County Contract No. 22-201C to CONTRACTOR for the County’s debris removal, reduction and disposal (“SWA Contract”); and

WHEREAS, CONTRACTOR has agreed to provide such services to the VILLAGE based on the terms and conditions, including pricing, set forth in the SWA Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR’s proposal by piggy-backing the SWA Contract as authorized by the VILLAGE’s purchasing policies and procedures.

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

1. Recitals.

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

2. Solid Waste Authority of Palm Beach County Contract.

The parties agree and acknowledge that this Agreement incorporates and includes all of the terms and conditions, including pricing, set forth in Hurricane/Disaster Debris Removal, Reduction and Disposal Agreement No. 22-201C dated May 4, 2022 between the Solid Waste Authority of Palm Beach County and CONTRACTOR (“SWA Contract”), a copy of which is attached hereto as Exhibit “1” and incorporated herein by this reference.

3. CONTRACTOR's Performance

CONTRACTOR shall provide those services set forth in the Scope of Services incorporated into the SWA Contract as may be specifically requested upon written notice from the VILLAGE.

4. Compensation to CONTRACTOR.

A. Payments by the VILLAGE to CONTRACTOR under this Agreement shall not exceed the Fee Schedule set forth in the SWA Contract.

B. For work performed pursuant to this Agreement, CONTRACTOR shall submit invoices to the VILLAGE on at least a monthly basis for review and approval by the VILLAGE's representative, indicating that the services have been provided and rendered in conformity with this Agreement. The invoices shall be transmitted to the Finance Department for payment.

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

5. Period and Renewals.

This Agreement shall be for the term as indicated in the SWA Contract, effective upon execution by both parties. Extensions or renewals to the SWA Contract or any modification including new products, terms, or price changes to the SWA Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the SWA Contract expires and no new contract is let by the County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Agreement under the same terms and conditions for an additional period of one (1) year. All prior Agreements between the VILLAGE and CONTRACTOR are hereby repealed as of the effective date of this Agreement.

6. Insurance.

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

7. Indemnification.

To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out

of or in any way related to the services furnished by CONTRACTOR pursuant to this Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services provided for in this Agreement as well as the termination of this Agreement for any reason. 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 CONTRACTOR, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

8. Contract Administration.

The services of CONTRACTOR shall be under the general direction of the VILLAGE's Director of Public Works, who shall act as the VILLAGE's representative during the terms of this Agreement.

9. Conflict of Terms and Conditions.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the SWA Contract, the terms and conditions of this Agreement shall control.

10. Miscellaneous Provisions.

A. 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.

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

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

D. All notices, demands, communications or requests required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses appearing on the first page of this Agreement.

E. The VILLAGE and CONTRACTOR 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. 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.

F. In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

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

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Agreement for Disaster Debris Management and Support Services for the Village of North Palm Beach as of the day and year first above written.

CONTRACTOR:

PHILLIPS AND JORDAN, INC.

MORGAN PIERCE

BY: _____

Print Name: _____
DocuSigned by:
MORGAN PIERCE
2E2CED33513C4D1...

Position: SR Vice President

VILLAGE:

VILLAGE OF NORTH PALM BEACH

BY: _____
DocuSigned by:
Deborah Searcy
80E08BF0893D49B...
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
DocuSigned by:
Jessica Green
09BF9934E84F420...
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
DocuSigned by:
Leonard G Rubin
CB38BC5530B845A...
LEONARD G. RUBIN
VILLAGE ATTORNEY

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

TO: Honorable Mayor and Members of the Village Council
THRU: Chuck Huff, Village Manager
FROM: Chad Girard, P.E., Public Works Director
DATE: May 22, 2025
SUBJECT: **RESOLUTION – Approving an Amendment to the Continuing Contract for Professional Architectural Services with REG Architects to increase the compensation for Fiscal Years 2025 and 2026 to \$150,000.**

Through the adoption of Resolution No. 2024-15 on February 22, 2024, the Village Council authorized the execution of Continuing Contracts for Professional Architectural Services with four firms, including REG Architects. The total amount of compensation for each consultant was limited to \$50,000.00 in any given fiscal year. Village Staff is seeking Council approval of an Amendment to the Continuing Contract to increase the total amount of compensation payable to REG Architects to \$150,000 for Fiscal Years 2025 and 2026.

Village Staff are utilizing REG Architects to help develop cost estimates for future renovation and building projects within the Village. We currently have three outstanding proposals from the architect to assist with renovation of the upgrading the air conditioner at the library, scope and budget cost estimate preparation for renovation of Community Center as well as a budget cost estimate for a future Public Works facility. The increase of the funding for this contract will allow staff to continue to utilize REG for any additional unforeseen architectural needs.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Fund/Account/Department is based on the service location				

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

Recommendation:

Village Staff recommends Council approval of the attached Resolution approving an Amendment to the Continuing Contract for Professional Architectural Services with REG Architects to increase the total amount of compensation for Fiscal Years 2025 and 2026 to \$150,000, 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 AN AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH REG ARCHITECTS, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEARS 2025 AND 2026 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. 2024-15, the Village Council authorized the Village Manager to execute a Continuing Contract for Professional Architectural Services with four firms, including REG Architects, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, the Village seeks to utilize REG Architects to develop cost estimates for future building and renovation projects, and Village Staff recommended increasing the total compensation during Fiscal Year 2025 and Fiscal Year 2026 to \$150,000, thereby necessitating an amendment to the Contract; 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 Continuing Contract for Professional Architectural Services with REG Architects, Inc. to increase the total amount of compensation during Fiscal Year 2025 and 2026, 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 Contract during Fiscal Year 2025 and Fiscal Year 2026 shall not exceed \$150,000.00.

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 ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(Architectural Services)

THIS AMENDMENT is entered on this ____ day of _____, 2025, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **REG Architects, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, on February 22, 2014, the Village entered into a Continuing Contract for Professional Services with REG Architects, Inc. (“REG”) for Architectural Consulting Services (“Contract”); and

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

WHEREAS, due to work that will be performed by REG in developing cost estimates for future construction and renovation projects within the Village, the parties wish to increase the total amount of compensation to cover the anticipated cost of such services and related tasks.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Contract, 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 Contract is hereby amended to increase the total amount of compensation payable by the Village to Consultant for both Fiscal Year 2025 and Fiscal Year 2026 to **One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00)**.
3. All other provisions of the Contract, 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 Continuing Contract for Professional Services (Architectural Services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONSULTANT:

REG ARCHITECTS, INC.

By: _____
Rick Gonzalez, President

RESOLUTION 2024-15

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO EXECUTE NON-EXCLUSIVE ARCHITECTURAL SERVICES CONTINUING CONTRACTS WITH FOUR FIRMS AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 287.055, Florida Statutes, Village Staff issued a Request for Qualifications for General Architectural Consultant Continuing Services Contracts ("RFQ") to provide architectural services related to public facilities, facility maintenance, interior design, and facility site improvements; and

WHEREAS, the Village received seven qualification statements in response to the RFQ, and after considering the qualification statements and subsequent presentations, the Selection Committee recommended executing non-exclusive Architectural Services Continuing Contracts with four of the firms; and

WHEREAS, the Village Council wishes to accept the recommendation of the Selection Committee and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves the Selection Committee's recommendation to execute non-exclusive Architectural Services Continuing Contracts with the following four firms: CPZ Architects, Inc.; Song & Associates, Inc.; Robling Architecture Construction, Inc.; and REG Architects, Inc. The Village Council further authorizes the Village Manager to negotiate and execute Continuing Contracts in accordance with the terms and conditions of the RFQ for terms of three years, with two one-year renewal options, 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.

PASSIBLE AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2024.




MAYOR


VILLAGE CLERK

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(Architectural Services)

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is entered on 22nd day of February, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **REG Architects, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the Village issued a Request for Qualifications for General Architectural Consulting Services (“RFQ”), and the Consultant submitted a Qualification Statement in response to the RFQ; and

WHEREAS, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide Architectural Consulting Services to the Village pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the promises 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 Contract as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION. Consultant shall provide Architectural Consulting Services to the Village on an as needed, non-exclusive basis as directed by the Village and as described in the RFQ for General Architectural Consulting Services. The terms of the RFQ and Consultant’s Qualification Statement are hereby incorporated 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 Village Manager or the Village Manager’s designee, 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 Village Manager or the Village Manager’s designee prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance and invoiced without markup.

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

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Contract shall commence upon the approval of this Contract by the Village Manager and shall continue for a three (3) year term or until either party terminates this Contract as set forth herein. This Contract may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village.

b. **Time for Completion.** Time is of the essence in the performance of this Contract. Upon direction from the Village, Consultant shall 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. Consultant or Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, Consultant or Village shall resume its performance as soon as is reasonably possible. Upon 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 Contract 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 Contract at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Contract is terminated before the completion of all services approved through the issuance of a work order authorization, 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 Contract 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 Contract 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 Contract 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 Contract, 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 Contract 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 Contract 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 Contract 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 Contract 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. 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 reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of the services under this Contract. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or Consultant, nor shall this Contract be construed 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 Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All services required hereunder shall be performed by 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 Contract. All sub-consultants providing professional services to Consultant under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. If a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Contract, 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. 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
Employer's Liability	\$100,000 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 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 Contract.

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 Contract 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 a Contract 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 Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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 CONTRACT.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the Village under this Contract for at least three (3) years after completion of this Contract 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. 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. 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 Contract, and that it will at all times conduct its business and provide the services under this Contract 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 Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, 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 Contract 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 Contract 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:

REG Architects, Inc.
Attn: Rick Gonzalez, AIA President
120 South Olive Avenue, Suite 210
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 CONTRACT. The Village and Consultant agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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

SECTION 23: PREPARATION AND NON-EXCLUSIVITY. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Contract 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 Contract shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and Village may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Village. The Effective Date is the date this Contract 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 Contract. 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 Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Contract 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 Contract.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Contract 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: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of this Contract and Exhibit, the Request for Qualifications, and Consultant's Qualification Statement. 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 Contract and Exhibit, the Request for Qualifications, and Consultant's Qualification Statement. 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 Contract shall become the property of the Village upon delivery. Consultant may keep copies or samples thereof and shall have the right to use 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 Contract, on behalf of Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement

the terms of this Contract on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

SECTION 33: PUBLIC RECORDS. 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 Contract and following completion of this Contract if Consultant does not transfer the records to the Village.
- (d) Upon completion of this Contract, 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 Consultant transfers all public records to the Village upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

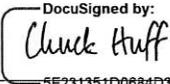
IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF NORTH PALM BEACH AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S.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

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

SECTION 35: E-VERIFY. Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each 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 Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but Consultant has otherwise complied, it shall notify Consultant, and Consultant shall immediately terminate its Contract with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Professional Architectural Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By:  _____
Charles D. Huff, Village Manager

**CONSULTANT:
REG ARCHITECTS, INC.**

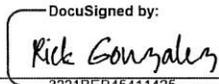
By:  _____
Print Name: Rick Gonzalez
Title: President

EXHIBIT "A"

2024 HOURLY RATE SHEET

SUBJECT: Hourly rates for professional services as may be required.

FROM: Rick Gonzalez, AIA, President, **REG Architects, Inc.**

A. HOURLY RATES:

Hourly rates for professional services shall be as follows:

	<u>GOVERNMENT AND NON-PROFIT RATES</u>
Expert Witness	\$325.00
Principals	\$275.00
Associate Architect	\$250.00
Senior Project Manager	\$185.00
Project Manager	\$175.00
Assistant Project Manager	\$160.00
Senior Interior Designer	\$150.00
Interior Design Assistant	\$135.00
CADD Technician/Job Captain	\$120.00
Administrative Assistant	\$85.00

B. FIXED FEE RATES:

Can be quoted when project's scope and budget are clearly defined and finalized.





VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

MINUTES: FEBRUARY 4, 2025

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

TRUSTEES

Alan Kral, Trustee- attended late
Myrna Williams, Secretary
Francine Mantyh, Trustee

OTHERS

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

2. REPORTS

TRUIST : Lisa Allen

Mrs. Allen informed the Board of her experience and history with Truist. She reviewed the COLA processing issue and explained the steps being taken to address it. Mrs. Allen noted that she will be placing flags in the system to help monitor and manage the situation. Truist will also provide a memo outlining the guardrails implemented to remedy the COLA processing issue.

Investment Consultant: Sterling (Blake Myton)

Mr. Myton presented an overview of the market environment and portfolio performance for the quarter ending December 31, 2024. He reported that fixed income underperformed during the quarter. Total assets for the period were \$19,997,622.34.

He reviewed growth and value segment performance, stating the portfolio returned -1.32%, outperforming the benchmark return of -1.50%. He noted that the portfolio remains in a neutral position. Mr. Myton also discussed recent policy shifts under the current administration and their potential market impact, followed by a review of individual manager performance.

The Board requested a review of the Investment Policy Statement to be included on the next agenda. They also requested a report evaluating the investment consultant's performance.

- **Myrna Williams made a motion to approve the quarterly investment report. The motion received a second from Francine Mantyh, approved by the Trustees 4-0.**

The Board reviewed the 5th Trustee the Board held discussion regarding recommendations,

Alan Kral made a motion to approve Mark Albers as the 5th trustee. The motion received a second from Francine Mantyh approved by the Trustees 4-0

3. PLAN FINANCIALS

The Board reviewed the Warrant dated February 4, 2025.

- **Trustee Francine Mantyh moved to approve the warrant dated November 1, 2022. The motion received a second from Myrna Williams, approved by the Trustee 3-0.**

4. ATTORNEY REPORT

Mrs. Jensen gave a brief presentation on trustee responsibilities. She also provided a memo outlining the updated IRS mileage rate.

5. ADMINISTRATOR REPORT

Mrs. Kish gave an update on the upcoming election.

She reviewed the SOC 1 memo in detail, explaining that Resource Centers undergo an annual audit of their procedures and policies. The SOC 1 audit received a clean opinion.

6. PUBLIC COMMENTS

No members of the public had any comment

7. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday August 5, 2023 @ 8:30 AM, Myrna Williams a motion to adjourn the meeting at 9:57 AM. The motion received a second from Alan Kral, approved by the Trustees 4-0.

Respectfully submitted,

Myrna Williams, Secretary

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD

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

TRUSTEES PRESENT

Robert Coliskey, Chairman
Erik Jensen, Secretary
Edward Ciezak
Frank Winewski
Scott Fetterman

TRUSTEES ABSENT

OTHERS PRESENT

Amanda Kish, Resource Centers
Bonni Jensen, Klausner Kaufman Jensen & Levine
Jorge Friguls and James Reno, Mariner
Steve Stack, Highland Capital
Sara Carlson, Foster and Foster
Chuck Landers, Saltmarsh, Cleaveland & Gund

ITEMS FROM THE PUBLIC

There were no public comments.

MINUTES

The Board reviewed the minutes from November 11, 2024.

Erik Jensen made a motion to approve the November 2024 minutes. The motion received a second from Frank Wineski was approved by the Trustees 5-0.

DISBURSEMENTS

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

Erik Jensen made a motion to approve the disbursement. The motion received a second from Frank Wineski was approved by the Trustees 5-0.

2024 Actuarial Valuation Report (Foster & Foster)

Sara Carlson presented the October 1, 2023, Actuarial Valuation Report. She reviewed the recent benefit changes included in the valuation. Employer contribution increased by 9.42%. The Village has a prepaid contribution of \$7,902.90, which will offset part of their required contribution. Although the Village contribution increased slightly, the plan experience was unfavorable due to higher salary increases and lower-than-expected investment returns. Mrs. Carlson explained the 5-year smoothing method used for actuarial purposes. The funding ratio, using the new assumptions, is 83.5%, down from 88.4%, which she still described as strong. The Village also has an over-contribution of \$66,000 available to offset future contributions. Mrs. Carlson recommended lowering the investment return assumption gradually, by either 5 or 10 basis points per year. The Board discussed the proposal.

Erik Jensen made a motion to approve the October 1, 2024, Actuarial Valuation Report as presented. The motion received a second from Frank Wineski and was approved by the Trustees, 5-0.

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD

SALTMARSH, CLEVELAND & GUND

Mr. Landers presented the audit report to the Board. He reported a clean audit opinion—the highest possible rating. The total net pension asset increased to \$33,992,800, with an investment return of \$2,720,229. He reviewed fair value, administrative costs, and refunds. The plan is currently 79% funded

Erik Jensen made a motion to approve the Audit. The motion received a second from Edward Ciezak and was approved by the Trustees, 5-0.

Frank Wineski made a motion to approve the Management Representation Letter. The motion received a second from Edward Ciezak and was approved by the Trustees, 5-0.

HIGHLAND CAPITAL

Steve Stack of Highland Capital presented the Quarterly Manager Report for the quarter ending September 30, 2024. He reviewed portfolio changes and stated that the quarter had good returns. Mr. Stack noted that value stocks outperformed growth stocks. He also reviewed international country allocations, the energy sector (currently neutral), and the bond market. No portfolio changes were recommended.

MARINER

Mr. Friguls appeared before the Board to present the Investment Report for the quarter ending December 31, 2024. Mr. Friguls addressed the market environment. The asset allocation increased to \$41,980,546.00. and went on to review the quarterly report in detail explaining it was a positive return for the quarter which was 1.34% placing in the 2nd percentile. Mr. Reno reviewed the individual market sectors. He reported equities were up 2.39 % in line with the policy of 0.84%, total fixed income was up at -2.02% versus the bench of -3.03%. Real Estate was up for the quarter at 0.97% versus the benchmark of 1.03%. Mr. Friguls reviewed the return update with the most recent returns in the portfolio. He continued to review the individual manager's performance

The Board had a lengthy discussion regarding Bitcoin. Mr. Reno stated he will bring a member of his team to present information regarding Bitcoin.

Frank Winewski made a motion to approve the investment return for the short-term mid-term and long term. The motion received a second from Edward Ciezak was approved by the Trustees 5-0.

.Attorney Report:

IRS Mileage Rate:

Mrs. Jensen informed the Board that Mileage rate has increased.

Memorandum Regarding New Withholding Rules:

Mrs. Jensen reviewed the new IRS regulations regarding tax withholding for retirement payments. Individuals residing outside of the United States will now be subject to income tax withholding. Retirees can no longer elect "no withholding" if their address is outside the United States.

Social Security Fairness Act:

Mrs. Jensen briefly reviewed the Social Security Fairness Act, noting that it will have a minimal impact on members of the plan.

ADMINISTRATORS' REPORT

Trustee Travel Procedure:

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD

Mrs. Kish presented the Trustee Travel Procedure, assigning a dedicated Resource Center staff member for conference registrations. She also reviewed the SOC 1 memo, noting that the audit received a clean opinion.

SOC 1 Memo:

Mrs. Kish reviewed the SOC 1 Memo with the Board. The memo outlines the Resource Centers audit and the process. The audit received a clean opinion which is the highest opinion.

A trustee addressed an issue with client service placing calls through the administrator's voicemail. The Board held a lengthy discussion regarding Resource Centers administration performance. The Board recommended waiting a quarter to review the administrators performance.

Frank Wineski made a motion to issue a request for proposals for administrative services. The motion received a second from Erik Jensen and was denied by the Trustees, 2-3.

Edward Ciezak made a motion to adjourn the meeting at 3:05 PM. The motion received a second from Robert Coliskey and was approved by the Trustees 5-0.

Respectfully submitted,

Village of North Palm Beach
Audit Committee
Minutes
March 12, 2025 – 5:30 PM
Village Council Chambers

1. Roll Call: Marie Silvani, Daryl Aubrey, Allen Kramer, Dave Talley Erica Ramirez (Director of Finance), Samia Janjua (Deputy Village Manager), Terry Morton, Village Auditor, Council Representative Deborah Searcy
2. Approval of January 13, 2025, Minutes, Motion made and approved.
3. Public Comments – None
4. New Business: Marie Silvani reviewed the latest quarterly PFM report.

Terry Morton reviewed the Audit Presentation which he will present to the Council. The Audit Committee approved presentation.

Next Meeting will be May 14, 2025, at 5:30 pm in Council Chambers for election of officers.

5. Old Business: - None
6. Member Comments: - None
7. Staff Comments: - None
8. Committee adjourned at 6:28 pm



**Village of North Palm Beach
Planning, Zoning and Adjustment Board
AGENDA
Tuesday, April 1, 2025 at 6:30 pm
Village Hall Council Chambers**

CALL TO ORDER

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

A. ROLL CALL

Roll was called, and it was determined a quorum was present.

Present:

Cory Cross, Chair
Scott Hicks, Vice-Chair
Thomas Hogarth, Member
Jonathan Member Haigh, Member
Donald Solodar, Member
Timothy Hullihan, Member
Mark Michels, Member

Village Staff,
Attorney, Len Rubin
Councilmember Orlando Puyol
Building & Zoning Director, Valentino Perez
Planner, Mariah Hampton
Consultant, Lance Lily

II. Deletions, Additions or Modifications to the Agenda: NONE

III. Public Comment for Non-Agenda Items: NONE

IV. Approval of Minutes

1. March 4, 2025 – Update made to vote count to reflect 5-0 for Voting on CT Zoning District, Update to reflect Member Dr. Michels was not present.

2. Approved with those changes. Motion made by Member Solodar, seconded by Member Hullihan.

V. Declaration of Ex-parte Communications: NONE

VI. Quasi-judicial Matters / Public Hearing

The Village Attorney is to swear in all persons speaking.

A. Site Plan and Appearance Review

B. New Business

1. 775-779 Northlake – (Master Sign Plan) Application by Lisa Marder, Sign-a-rama, on behalf of the property owner, Reactor Capital LLC & HS South Dixie Ventures LLC, for Site Plan and Appearance Review approval of a Master Sign Plan for the property located at 775-779 Northlake Blvd.

Chair Cross requests a staff report.

Lance Lily: Applicant is proposing a master sign plan for two parcels, one of which will be heard in this particular portion and the second one after that. –Presentation on screen-

Lisa Marder, the owner of Sign-a-rama of North Palm Beach, describes that the owner who purchased this property a few years ago was unaware of the sign criteria. The owner wants to create sign criteria so these properties are consistent and clean. We followed a template of a local property that was recently approved. Had to allow multiple kinds of signage because of tenants already in place, tried to incorporate the existing signs into the program, and we could control new tenants and new sign applications. There are two different kinds we would allow. Dimensional lit or non-lit and flat panel signs with digital prints on them. Viewing image on presentation: It's a flat aluminum pattern, tenants still have several years on their lease, but a new tenant would have to pick from the criteria that's in the program, so we wouldn't have to come back to see you every time we need a permit. This building (image in presentation) is in a plaza where multiple tenants are building in one parking lot. The other application is a sister property and we are using the same criteria, so both would be uniform.

Member Hullihan inquires as to how many colors are permitted and what type sizes.

Lisa Marder answers half a dozen primary colors, black, red, yellow, blue, green and maybe a brown in there because a current tenant has it already.

Member Hullihan asks if the signage plan doesn't include brown, just as an example, so that the current tenant wouldn't be affected, but if a new tenant comes in, they would not be able to put a brown one in. That was the goal years ago: to have uniformity.

Lisa Marder includes that the owner will place a clause in the lease that Lisa Marder of Sign-a-rama to go through her company because she knows the sign criteria. We can't make that restriction now without upsetting the current tenants in place.

Member Hogarth agrees with Hullihan. Points out that graphics verbiage says only illuminated signs, refers to a slide shown on the presentation, the example provided, backlit channel letters with black faces and LEDs. That's a specific color.

Lisa Marder describes that they use a backlit channel letter, which is aluminum. The light shines out the back, so there won't be any colors other than the black backlit channel letters, similar to Crystal Commons. The owner wants clean, elegant and uniform signs.

Member Hogarth thinks that it needs to show whether it's going to be channel letters, cabinets or flat panels.

Lisa Marder states that the owner wants channel letters illuminated with black LED channel, black painted aluminum with white LEDs so the halo lighting is white around them.

Member Hogarth understands that the sign concept is for future signs from this day forward, but asks to strike all the references to anything other than the black channel. Encourages Lisa to come back. Asks Lisa if there is a current application for a tenant sign with a flat panel or any other tenant.

Lisa Marder answers no. There is a tenant who was promised something by the landlord and he wants to accommodate her because she signed a five-year lease, the Olive Oil store.

Chair Cross says that the application can be approved separately, but not tonight, because it was not formally submitted. The Olive Oil can apply for their sign, your client gets the master sign concept and we can move forward. Would be willing to approve the Olive Oil sign and the channel letters for all future signs.

Member Solodar supports what is heard. Reminds everyone that if a Domino's or the like has a national brand, those national brands take priority over what is there. Every effort to make it uniform is great, but not 100 percent guaranteed.

Member Michels motions to table the item, both applications for 761-775 are being tabled. Member Hullihan seconds – all in favor, none opposed. 7-0

2. 2545 Northlake Blvd SP-2025-04 – 2545 Northlake Blvd (Mr. Smoke Shop) Consideration of Approval: A request from Mr. Atieh, lessee, on behalf of the property owner, D Keller LLC, for Site Plan and Appearance Review approval for a sign face change to an existing monument sign and installation of a new building wall sign on the property located at 2545 Northlake Blvd.

Mr. Atieh, 2545 Northlake Blvd, representing the Mr. Smoke application.

Village Planner, Ms. Hampton, describes this application as installing a wall sign.

Member Solidar asks if the monument sign has a building number that indicates locations for the fire department in a worst-case scenario.

Mr. Atieh answers that he would be willing to put the address back on the monument sign.

Member Solidar prefers that there be an address number on the sign.

Member Hicks inquired about landscaping around the sign.

Mr. Atieh ensures that landscaping will be visible and clean-looking.

Member Haigh inquires if the sign is single-faced or faced on both sides, if the existing cabinet is being used, and if it is staying the same color.

Mr. Atieh answers that the sign will remain orange.

Member Hogarth recalls this being on previous agendas. Asks Mr. Atieh if it's intentional by reducing the size of describing the nature of the business and why a different color was chosen.

Village Planner, Ms. Hampton claims that the font is the same size, just a different font type, so it looks wider, but the height of the letters is still half of the business name

Member Hogarth personally has a problem with that, it seems cheap to throw in the word 'outlet'. Realizes he is just one vote, but would vote to delete it.

Member Hogarth is not a fan of the blue glow behind the red letters, suggesting letters have a white glow.

Member Hullihan agrees with Member Hogarth, the sign gives a feeling like it's in a different community. Suggests that the background matches the roof, remove the blue glow and feels that the red face has connotations of not being family friendly. The smaller letters should be one color of blue and smaller. If Mr. Atieh insists on Mr. Smoke being red, it would be limited to that. It's not an exit sign. Asks if this color is used at all the locations?

Mr. Atieh answers yes.

Member Hullihan proposes that Mr. Atieh eliminate the blue glow and the cabinet to match the roof. With the monument sign, make all the smaller fonts blue rather than red, making it consistent. The Mr. Smoke logo and everything else underneath should be understated in the same font, probably the Navy Blue.

Member Haith says that the problem is that the smoke shop and vape font is compressed laterally and the outlet is either expanded or it's standard; needs to make it all consistent if you want the word outlet in there.

Chair Cross agrees that the smoke shop, vape and outlet should all be the same color font, none of it compressed or expanded and agrees with the preference to see it in blue. Asks Mr. Atieh if he agrees with that, the board can approve it tonight. Otherwise, the applicant will need to come back with a revised plan. Reiterates that the monument sign font, smoke shop and vape be blue and in all the same font, plus the building number on the bottom. The wall sign should be raised, more or less centered in the middle and have the cabinet be the same color or close to the same color as the roof. Is not crazy about the red, can live with that, but the cabinet itself should not be illuminated.

We ask you to provide staff with a revised document that incorporates all of the changes we have asked for and we can vote on it tonight. Chair Cross asks for a motion.

Member Hogarth addresses conditions to approve the wall sign, the letters MR SMOKE SHOP be elevated above the bottom, centered elevation of the mansard, not to extend below the bottom of the mansard to color the channel behind the letters to match the cabinet. Paint the cabinet to match the color of the roof. Delete the rear glow illumination. To approve the monument, sign, the condition of changes to present the word smoke shop and vape outlet to be the same font and size, and add the address number to the bottom face.

Member Solidar seconds

6-1, Member Dr. Michels opposes.

Member Dr. Michels says that Mr. Atieh should be able to do what he wants with his sign. The blue background looks garish; he explains his displeasure with the sign's appearance. Opposes because we're telling the man what to do with his business and I don't think that's right.

Member Haigh appreciates Member Dr. Michels' comments, though views should be discussed before the votes are made, so we can all agree.

Member Dr. Michels states that the reason he didn't make the dissenting view known prior to voting was because it was going to change the outcome of the vote, is uncomfortable with the whole concept.

Mr. Atieh asks if he can change the color from blue to white.

Chair Cross believes that it would be worse. If the applicant wants to bring it back, he is welcome to try again. If Mr. Atieh agrees to the conditions, he will be approved. Submit the changes to the staff so they can give you a permit.

3. 701 Northlake Blvd SP-2025-06 – 701 Northlake Boulevard (Loving Angels) Consideration of Approval: A request from Loving Angels, Lessee, on behalf of the property owner, Ronald Wood, for Site Plan and Appearance Review approval to install a new 20 KW generator with a concrete pad, a 6-foot white aluminum screen enclosure, and landscape screening in the southwest section of the property located at 701 Northlake Boulevard.

Ronald Wood, this facility will be a childcare center for kids with special needs and a generator is required.

Chair Cross asks if the 20-kilowatt generator is for this specific unit and not the entire building.

Ronald Wood answers that the other areas have different uses for each one of them, but those units are not required to have a generator.

Member Hogarth inquires as to what the front setback is for this location.

Ronald Wood answers 25, I believe, 20 feet. The setback is 40 feet away from the street. It's 40 feet and 9 inches away from the property line. It would be just a standby generator. If there is no power, it will turn on.

Member Solidar inquires whether the fire department has approved the installation with the condition that the fire alarm be added to emergency power. If the fire department is happy, he is happy.

Member Dr. Michels reads that the pad will measure 41 inches in height, and asks how high it will be. Is it being enclosed entirely with solid material? It reads 41 inches in height, and asks if that's

the total with the generator. If there's a flooding event, should the code allow the generator to be that low? Should generators be at a higher level so they don't get shut down?

Chair Cross exclaims that this property is in flood zone X, and the threat of flooding is extremely low. In an area that is more prone to flooding than yes, then it would be required to raise it.

Ronald Wood describes it as waterproof, that there is a concrete bed and a special tank underneath it. The generator is diesel fuel and can run for 8 hours. Mainly to be used as AC backup, no life support machines.

Chair Cross asks for a motion.

Member Hogarth makes a motion. Member Hicks seconds.

Approved, 7-0

4. 11000 Ellison Wilson Road (the Benjamin School) SP-2024-0181 11000 Ellison Wilson Road (the Benjamin School) Consideration of Approval: A request from Lentzy Jean-Louis of Urban Design Studio, the property owner's agent, for Site Plan and Appearance Review approval for the removal of the existing 2,300 SF Administrative Office building, and development of a one-story 4,837-square-foot Administrative Office building. The unbuilt 10,000 SF maintenance facility results in an overall total of 166,018 square feet of buildings on the campus located at 11000 Ellison Wilson Road. (PCNs: 68-43-42-04-10-008-0030 and 68-43-42-04-10-008-0043).

Lance Lily reads that the application has various requests. One request is to include the bank site, increasing existing acreage to 15.78 acres. The plan is to demo the existing bank site to accommodate additional parking. The School is requesting to reconfigure the drop-off/pick-up loop and the previous maintenance facility on the proposed site plan that reflects existing conditions. Since that maintenance facility was never built, the School is applying to change the existing administrative office and reconstruct McLaren right of way to accommodate additional parking indications. The School is also asking for waivers.

Linsey Jean-Lousie of Urban Design Studio, 610 Clematis Street, coming in with a PUD amendment to the Benjamin School and specifically requesting to add the .93 acres of the bank building into extended pick up and drop off through removing the 10,000 sq. ft. facility and demolishing an existing 2300 sq. ft. admin office to build a new 4837 sq. ft. admin office in the same area. Reconstructing the parking within McLaren and adding seven spaces from the existing 33-space improvement and also having two landscape waivers. The Benjamin School and Urban Design have been in discussion with your Village legal counsel, Fire and Police Department and have provided a draft to staff for review.

Mr. Jean Louise reads a history of past applications, recalling that in 2013, they came before the Council. In 2017, the PUD amendment reinstated the maintenance building approval. In 2019, a minor amendment was made to reflect conditions near this building and for the bank parcel, acquired by the Benjamin School in 2021. Directs attention to presentation slide> This is the general location of the site, which is .93 acres highlighted in red, and our venue in school. That's

the part of the application that will be a total of 15.78 acres for the PUD. This slide shows the main parcel site plan that was approved in 2022 and shows the current community-approved site plan. This slide is just a close-up of the move operation, access and address of points for McLaren. This proposes that the pickup loop to an eastward circulation. Right around where the match is, you see those four handicapped spaces where the existing admin. The 175,481 sq. ft. was approved on site plan as it stands today, we are not proposing construction of the 10,000 sq. ft. maintenance building, it will be the new admin office. Proposing a 168,000 sq. ft. of overall area, which is a reduction of the approved building area. Parking-wise, we require 321 spaces. Reflecting the 40 spaces in the McLaren Road right-of-way and 40 spaces in the Crystal Cove plaza agreement. Those spaces in the McLaren right-of-way will be limited to school faculty. As part of the original 2013 approvals, the School did have to get a circulation plan approved, which is consistent with the revocable license and indemnification agreement. The next slide displays the roundabout loop for the green dot pick up, which separates times for kindergarten, 1st grade and then a separate room for the red dot pick up, which is 2nd and 3rd grade. In the discussions with Village departments, the most efficient access would be to access off Gulf View during construction hours. McLaren will be closed to begin construction of that area, see that highlighted and several items were proposed to mitigate this traffic flow during construction hours. The blue lines going southward to Golf View Road to McLaren, the left lane will be blocked off, but the left lane will be allocated for parent circulation. Not only the condo owners to the West but also Crystal Cove Plaza to the Southeast will be providing cones out of the ratio of every ten feet for up to 100 feet to limit the current traffic to the left lane as they circulate the rest of the site. This stops parents from pulling off to the side. The School is in discussions with the county to analyze signal timing at US 1 and the Gulf View Road intersection to ensure a longer left turn. We want to accomplish most of the work during the summer. We are requesting two landscape waivers/ The first, the code requirement is that foundation planting should provide 5 feet to the building and structure, excluding the rear service areas that aren't visible. We propose that foundation planting along the north and east building façade foundation, asking for a waiver to be required tree plantings for the foundation planting. The code requirement is for foundation planting trees approximately on the east-west side of the building.

Mr. Linsey reads that code on all of our required landscape buffers within a 5-foot width as well as the landscape island requirements and vehicular area requirements for that new pickup drop-off loop. As far as the northern façade visible from McLaren, the placement of the new admin office building sits right on the existing sidewalk, which is on the north side of that entry drive loop immediately to the west of our proposed admin office. We have the performing arts center, this building doesn't have any foundation planting on the front of allowing that sidewalk to traverse that entire loop. There's an existing force main that is located and then to a spacing distance from utilities, proposing that the existing force main remain in its location and then providing more than code code-required amount of landscaping coverage on the northern and eastern side. The required points are 100, we are providing 320 as our preserved trees and proposing 880 points in our proposed trees, which totals 1200 landscape points. We are trying to go above and beyond. We are providing a total of 164 linear feet of foundation planting, which is above the code requirement. We have our design team here to answer questions.

Chair Cross asks if there are any public comments on this item.

Debra Lock Cross 2560 Pepperwood Circle: I notice the difference between the old building and the new one proposed; this is just a plain white building. It doesn't have all the blue that the other buildings have, looks very bland, and it doesn't seem to mesh with the other buildings.

Member Hullihan details that parents coming to drop off are going down Golf View during construction hours, the blue lines are the drop off. They'll end up on Ellison Wilson Rd, and they can go right or left. Is there an option of doubling back to get to PGA Blvd to reduce traffic?

Mrs. Leslie Downs, CFO of Benjamin School, responds to public comment that, in between the windows, that's a light gray. We tried having more blue and it didn't look very good. It's the best rendering. Where the roof comes, that's white too. The arts building has the blue stripe.

Member Hullihan is looking to identify where the blue is, it's the top of the windows. If ever a building could benefit from foundation planting, this is one. The foundation planting is happening between the buildings, where no one will see it. I'm advocating for foundation planting that faces McLaren.

Mrs. Jodi Brinkman, Urban Signs, issues the reason we are confined was not only that, but there is a building north by the force main, and we were limited to being able to push it farther north.

Member Hullihan agrees with that and suggested looking at the three lanes to the south. If each one of those is two feet near, you pick up 4 feet and have room for foundation planting. Not sure of the width of the drive miles, but knows the lanes are often oversized because drivers are going 10 miles an hour.

Chair Cross asks if it's possible to make a couple of recesses in the building by a couple of feet to provide for some pockets of green space?

Mrs. Jodi Brinkman believes that's something to be considered, as it impacts the floor plan in the amount of footage available. Unfortunately, the architect is not here. As far as the drive lanes, we could potentially pick up four feet for a landscape strip.

Member Hullihan asks how wide the drive lanes are in front of the building.

Mrs. Jodi Brinkman answers 12 feet wide.

Member Hullihan includes that the lanes can easily be 10 and pick up 4 feet of landscape room between the sidewalk and the building. The street is about 9 feet wide for cars going 35 miles an hour per lane, these are 12 feet wide for a parking lot, where you are going mostly 5 or 10 miles an hour. You can pick up some landscaping in front of the building there and it becomes more attractive.

Mrs. Jodi Brinkman says they will need to run it by Fire.

Member Hullihan inquires if there is anything keeping fire trucks from driving over, like a median.

Mrs. Jodi Brinkman responds that the only thing that would block would be a disabled care. Nothing is dividing the lane.

Member Hullihan comments that he would like to see landscaping by the east end of the old bank building.

Mrs. Jodi Brinkman responds that there is a sign there, maybe could add some bigger shrubs.

Member Hullihan inquires about space in the back for an oak tree.

Member Hogarth asks about the agreement with the Village about using the right of way for parking, that's something that's just going to be an amendment to what we have already approved before.

Village Attorney Mr. Rubin answers yes, that it would amend the existing agreement.

Member Hogarth trusts that Benjamin will do a good job on this one. Agrees with the comments heard so far, as the plainness of this building and that area being farther away from the right of way, it's probably not going to benefit the public view, and would be more beneficial for the users.

Member Haigh asks if the agreements discuss the drainage impacts of new impervious land along that particular right of way. Believes it needs to be reviewed. It doesn't appear that the existing parking has been there for a long time.

Village Attorney Mr. Rubin says it was approved with the original PUD.

Member Haigh describes a headwall on either side of the driveway, there's a swale. The addition of impervious surfaces creates the potential for additional flooding and downstream of this site. Wants some kind of consideration for additional drainage measures within the right of way to accommodate the impervious or to offset the impervious there. Going back to Hullihan's comment, there is precedence in the site of drop off, that's only 20 and a half feet wide. There is room to add more landscape. If the Fire Chief would allow the width to change.

Village Attorney Mr. Rubin responds that Fire requires 20 feet total.

Member Haith adds that a condition to the additional right-of-way parking is to accommodate, including drainage measures to offset the impervious surface. Considering that in the past, those existing impervious surfaces that were added, as we keep adding impervious to this right of way, it isn't going to impact the residences that are at the end of the street.

Member Hogarth asks how the parking in Crystal Cove is used by the school.

Mrs. Leslie Downs, Benjamin School CFO, answers that during special events and activities in the school, before COVID, were used for the three-year-olds. The parents walk the kids across the street. We stopped that, so now it's primarily for overflow. We don't know exactly when that'll go away, but we do have a lease for a year.

Member Hicks questions drainage with additional impervious area, what improvements are being made to the drainage over the existing conditions.

Jason Barbieri 1568 Large Harbor exclaims that underneath the pavement is extensive use of exfiltration trenches. It's going to keep it on-site, so it runs everywhere that there's a drive that's been accounted for.

Mr. Solidar indicates that he lives across the street, that Golf View Rd is directly across from Old Port Cove. Continues saying that the plan is to direct people from the south, asking drivers to make a left-hand turn at Golf View and those coming from the North are going to be blocked because of the construction area, so they are also going to send down Golf View. Going to have both folks from the North and South heading down Golf View, and if that's the case, you have the Parker bridge, which goes up a quarter after and quarter of, there will be backups. Very concerned about those who visit Crystal Cove and those who live across the street in Old Port Cove, what the traffic flow is going to affect their day-to-day travel.

Mrs. Jodi Brinkman responds that it depends on where parents are dropping off. They'll be able to come up both ways, either up US 1 on the D number there and come down and go through the loop and go back out, or come up Golf View, then drop off and then yes, they could go back south or they could go back up north. We are going to have to work through the staff. We have had many conversations with the Police department. We hope that most of the construction will be completed over the summer, which should alleviate construction traffic flows.

Member Hogarth, looking at the map slide, clarifies whether the magenta dots are exit only, right, and the blue dots are entry only. The labeling to the left says traffic flows to the exit. Everybody must come in on the Golf View drop off, then decide on Ellison whether to go north or south.

Mrs. Leslie Downs exclaims that this area is one to three-year-old drop-off area. This is the area here that we are talking about; it's just the youngest children being affected just for this construction activity. People who use that one drop-off right now, it's pre-k through 1st, are the only ones coming that way. The other people are dropping off what we call the red dot and the blue dot. We want to make it as painless as possible.

Member Hullihan reiterates that the blue dots you're coming in and when you get to Ellison Wilson, you can decide to go north or south.

Member Dr. Michels says that there's no way for those folks who come from PGA Blvd, if they go south on Ellison Wilson to red dot and green dot, they can't? The only concern, if the driver was going south on Ellison Wilson, you'd have to drop them off with northbound traffic. You know you would need someone in the street to stop traffic. Reiterates Member Solidar's concern regarding Golf View down there by the bridge being a real problem.

Member Solidar adds that to the issue you have right now on Ellison Wilson, just south of PGA Blvd, the construction of huge multimillion-dollar new homes, I believe the building is scheduled to be completed by 2026. Just adds further concern about the passage and transfer of youngsters.

Member Dr. Michels agrees with everything that has been said. Emphasizes that if it's possible to change the width of the lanes as opposed to reconfigure the building makes more sense. If it can't be done, I get it. I understand that since there are no such plantings in front of the performing arts building, yes, the building looks plain, but we have to think about safety first. Regarding safety, is there going to be any more proximity of people to the FPL substation? I can't tell by the diagram, there's not going to be an additional person's proximity to that, right?

Mrs. Jodi Brinkman responds to Member Dr. Michels, right.

Member Dr. Michels says that the upper school has that beautiful piece of sculpture in front, that a focal point. It may be worth considering something to tie the school campuses together by putting a nice sculpture. Although it would be wonderful if the project to be completed during the summer, you never know. Has there been any consideration with the county to adjust start times? It's very hectic, I wonder if there's a way to work that into either starting earlier to mitigate traffic.

Mr. Hulihan inquires about school drop-off times.

Mrs. Leslie Downs says that it's a staggered 730, 820 start time.

Lance Lily adds that there is an understanding that a construction contractor can't start work until 8 or 830.

Chair Cross asks to put a motion, come back with ideas on the landscape?

Member Hulihan says that the traffic has got to be figured out.

Chair Cross asks what else can we do with this? What does a better traffic plan look like?

Member Dr. Michels thought the presentation was complete, made a motion to approve this pending potential right of way and foundation planting. They are going to have their hands full with traffic, they may have to hire off-duty police to help with kids crossing.

Mrs. Jodi Brinkman asks the board to please suggest to the Village council so we can move forward. We want to try to start as quickly as possible.

Jason Barbieri adds that it's important to state to the board that conversations with the school are about traffic flow. The answer is not there yet. The police department is going to need to have a major say in this. As a father, I think minimizing the drop-off lanes to whatever the minimum code is not the way to do it. If there is a catastrophic event at school and there needs to be emergency vehicles there, also worried about cranes and dump trucks. Hope we don't have to find out, but do we want to do the minimum for some foundation plants? School spends more money, that's fine by me.

Member Hulihan says that the suggestion was 10 feet, but I-95 is 12 feet.

Member Solidar asks for clarification from Village Attorney Mr. Rubin, whether this is for us to make a decision or for us to make a recommendation to the Village Council, because it's a change in the PUD?

Village Attorney Mr. Rubin answers yes, it's a major amendment to the PUD, so the recommendation is that the board give a recommendation.

Member Dr. Michels likes the comment by the contractor that he thinks about that, too. Do we need foundational plants? You know, god forbid, there are so many issues that happen in schools these days. Don't want to be thinking about plants when we need to get emergency vehicles on campus in a hurry. Since it doesn't look bad in front of the performing arts center, there aren't plants out front. Agrees that the school put a nice piece of art on the corner and more trees, it's reasonable to approve so they can get this thing rolling. It's more important to get it done safely and before school starts next year.

Member Dr. Michels makes a motion that we approve this, and recommend approval of the PUD amendment.

Member Haith adds to make a recommendation to address the additional impervious surface in our right-of-way

Member Solidar seconded

6 ayes, 1 opposed.

VII. Public Hearings (Code Amendments)

1. Old Business

B. Commercial Mixed Use Zoning District Sign Regulations

AN AMENDMENT TO THE VILLAGE'S SIGN CODE TO ADOPT SIGN REGULATIONS FOR THE VILLAGE'S C-MU US-1 MIXED USE ZONING DISTRICT

Chair Cross asks for the staff report

Alex Arenholz 3910 Blvd: Follow up to the CMU sign regulation opposed in February, we made the minor change. For reference, the CMU district is the only district affected by these regulations. The first project came through 200 Yacht Club had to get about 5 different waivers for signage because it wasn't meeting setbacks and wasn't able to meet the form-based code requirements, but then also the sign regulation, which just applies to everything that's in blue there (see presentation slide).

Kara Wood of Wood, District Planning Group: helpful conversation in February meeting, several hearings for the buildout for the sign ordinance which is being overhauled and as a reminder the CMU is just kind of following in the footsteps of the bulk ordinance and when it goes to Council, we are hoping to run these changes through this board this evening. The consensus at the previous hearing was a few clarifications. The Planning Board wanted to see a reference in this ordinance to the requirement. Definition of projecting

signs and adding a minimum clearance, so people don't hit their heads. There can be one building that has multiple tenants. Every tenant would want to have a sign relative to their entrance. We removed the reference to the window sign because that was added into the CMD ordinance. Pointing out where all of those changes were made. We have added in this table that runs through all of the side standards, the minimum eight-foot clearance for the projecting sign, projecting down from ceiling mount, added square footage because it didn't clarify in the table what units were being referred to and then have in sub striking out per building and inserting each entrance under canopy and awning signs to clarify that and then each building entrance may be permitted up to two signs attached to the façade. That's the verification, here's the table that this is one primary thing as a reminder, a lot of this text is taken directly from Village CNB zoning district ordinance which has a lot of similarities but there were a few differences that had to be adapted based on the form based code of the CMU. This table in the CMU District relates the different signs to the building types allowed. We are striking the window sign from this. I believe the Village Attorney had questions about the setback requirements in the CMU. The idea in traditional neighborhood design code is focused on walkability is which you'll encourage smaller, more discreet building frontages. You might be creating lots, where the numerical dimension would be less appropriate than percentage dimensions. If there is a narrow lot, you don't want to overburden the setback on the side setback. Suggest a 20% wide lot setback rather than AA flat or fixed dimension. We had comments from the board about this idea of whether or not to have permanent wall signs. We didn't know if that was a consensus of the board or not. Do we know the advantage of allowing them all signs is that you allow small businesses to differentiate themselves, apply some of their branding, there's a concern that this can be a little out of hand. We are looking for a census from the boards. Our argument as planners is that something you still get to review when the sign plan is being proposed, like the color scheme.

Member Dr. Michels opposes the inclusion of the painted wall signs.

Member Solidar recalls that the majority of the panel did not like painted wall signs. Not looking to keep it alive, not prohibit it, had to get it reviewed by the panel. It would not upset me if we prohibited wall-painted signs.

Chair Cross added that wall signs are conditionally approved; he doesn't have a problem with them.

Member Hicks and Member Haigh adds that they like wall painted signs.

Members Hogarth and Hulihan add that they don't like painted wall signs.

Chair Cross: Let us delete the reference to painted wall signs; the majority does not like them.

Village Attorney Mr. Rubin includes that wall-painted signs are currently not allowed in the Village; this was just to allow them within this specific zoning district.

Chair Cross requests to strike that no painted wall signs.

Member Hogarth asks about the difference between a building wall sign and a tenant sign. You narrow it down it each entrance, the building entrance is entitled to one sign, two signs?

Kara Wood answers that if the building doesn't have an entrance, if it's just a name of a building we have those now, that would not have its own entrance. It might just have tenant entrances. The intent is to be very specific about applying the word entrance because there might be a multi-tenant building where there is one main entrance and then a courtyard where there are entries into the tenant spaces from an internal space in the building so you wouldn't want the front of the building to have multiple signs when there is only one entrance. See the photographs of City Place, as an example, where it's one building with tenants that rent spaces, they would have a projecting sign hanging down as well as a wall sign or a canopy sign covering the entrance to the building which would indicate to a pedestrian on the sidewalk what the tenant is for that entrance and then if walking, would see the projecting sign that would indicate the entrance. It's intended to be a separate sign for the occupant of the building based on the entrance that's on the street.

Member Hogarth clarifies that the building will either have a name on it, or you could have a combination of guest tenants' entrances and a lobby.

Kara Wood says the building would have an awning sign; see the drawing of a building with multiple entrances. If you enter at the main entrance in the court, then from there, enter from the interior of the building to multiple spaces. This would not be a building type that would have multiple entrances onto the street.

Member Hogarth includes that the building would be known as the XYB building, and would just have an address.

Kara Wood says right, the building would have a name and have a monument sign.

Member Hogarth recalls the existing building under this code, asks how the code deals with existing buildings under this code, and if this is the only code we have for this district.

Village Planner, Ms. Hampton, responds that the concept being referred to, Biotech building on Northlake, has multiple occupants inside and the property owner requested to put additional signage up. It was denied because there would be too many wall signs on the exterior of the building. We settled on the remaining with Biotech for the building name and then a directory of some sort outside if they wanted to do it that way.

Village Attorney Mr. Rubin adds that in existing buildings, they will have their existing signs, which we can let them change out. But when a new project comes about, they will have to come before the Board.

Kara Wood addresses that by connecting the sign to the entrance through which you would be entering the exterior on a second floor, you might have a door to a second floor that goes to a balcony.

Member Dr. Michaels describes the corner of PGA and US 1, where the French bakery is, those businesses are going to want to have their names as they do. Ask if the code is going to eliminate that? The business owners are entitled to have their names on the 2nd floor.

Member Hogarth expresses that not encourage the designers to add that feature just to get us an extra layer of signs.

Chair Cross suggests leaving as is.

Village Attorney Mr. Rubin responds that in a unique situation where there might be a second floor with outside exterior entrances, they could request a waiver. Is not sure if any of the frontage styles support that.

Chair Cross says he would not vote for it.

Village Attorney Mr. Rubin adds that all can submit waivers in CME.

Kara Wood responds that the idea is illustration here, where this is obviously in City Place. You have a projecting sign that is ceiling mounted, specifically intended to identify the entrance of the storefront to the pedestrian walking through. Then have the West sign that faces the sidewalks across the street to indicate to pedestrians on the other side of the street by having a door.

Member Hullihan asks if the naming of the building would or would not be permitted?

Mrs. Kara Wood answers that just the building name, then would have one sign for the entrance of the building that, under this current code, would be able to be on upper stores.

Member Hogarth asks that for a wall mount sign, 1 sign per business per street frontage, so that would not allow a 2nd floor frontage. But then the table says with a max of two signs per business. Does the business get a wall sign and a canopy sign? On the table, the fourth column, fourth column over, starts with one square foot per one and a half the length. Then, goes down to the lesser of 50% of the max area of the front wall or one square foot times the length of the wall. Then, on residential, right below it, you have the same, you have 25% of the size. Trying to understand if the entrances that face the residential area would be smaller.

Member Hogarth moves to recommend the revised sign text as presented with the following conditions: strike all references to painted wall signs as being allowed either by right or condition.

Chair Cross says Yes, the ground entrance.

Member Hogarth clarifies that the building signs are conditioned upon ground-floor building entrances.

Member Solidar seconds.

All in favor, one nay, Member Haigh passes 6-1.

2. New Business - NONE

VIII: Commission Member Comments

Member Solidar congratulates Chair Cross on a full year. Thanks him for his hard work.

Member Cross expressed that it's a tough crowd to keep in line, but the board does an excellent job.

Member Hullihan recalls that everybody was considered an appearance board when the board was chartered, and had issued a certificate of appropriateness. The applicant may not agree with what's

appropriate but if the board agrees, it's appropriate. This board is made up of design professionals to a great extent. The Board's design expertise or opinions are helpful. It was always a suggestion, not telling someone what to do, just offering my expertise.

Member Hogarth suggests the village needs an ordinance for a minimum standard for the Herman River canal bank constructions. The Waterway board should do it and had inquired with the Public Works director, he thought Planning and Zoning would take the lead on it. Unsure of a code that lists requirements for concrete sea walls on certain waterways. The Herman River has always been silent; the topic arose when Sushi Joe's was reviewed. We don't want encouragement for concrete seawalls behind there, and none of the other commercial properties have developed anything like that. Most of the residents have similar, but no consistency. We would need to negotiate with South Florida Water Management. Need to discuss future development on expectations as far as having an attractive canal bank.

Village Attorney Mr. Rubin believes one of the council members and the environmental committee has also suggested. Item to be brought before the manager.

IX: Staff Updates: NONE

X: Adjournment

Adjourned 8:18 PM

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
Recreation Advisory Board Meeting
AGENDA
April 8, 2025 at 6:00 pm
Village Hall Council Chambers

- 1) **Call to Order:** Chair Heiman at 6:00 pm
- 2) **Roll Call:** Stephen Heiman, Mia St John, Rita Budnyk, Jason Frogge, Karen Paxton, Councilman Puyol, Staff member Ashley Shipman; Not in attendance: Ashley Knieriemen, Jennifer Gold Dumas
- 3) **Approval of Minutes:** Motion to approve minutes from the March 11th meeting by Rita Budnyk and seconded by Mia St John.
- 4) **Public Comments:** Public comment by Roger G. – inquired about south dock replacement measurements and whether they meet current standards. Village staff agreed to send the scope of work and measurements to the resident.
- 5) **Director's Report:**

Special Projects:

- Dry Storage Renovations: Final walk-through is scheduled for tomorrow, April 9th.
 - ✓ Dog Park Fence removal this week; expected project timeline is estimated at a month
- Boat Ramp Renovations: Pouring concrete for the second/top half of the boat ramp
- FPL Undergrounding – Materials have been dropped off at Anchorage Park; FPL is handling this project and we are waiting on an update from them to determine the start date
- Southside Marina Dock Replacement – expected to begin April 21st; materials delivered on site today
- Anchorage Park Trail, Kayak Launch, & Fitness Equipment – we will begin design plans for this project soon; need to have the design plans completed by November of this year

Special Events:

- ✓ Heritage Festival – Great turnout for the golf cart parade and parade on Saturday. The weather was amazing. Huge thank you to Stephen and Jason for volunteering their time at the putt-putt contest.
 - What feedback have you heard?
 - Food truck for Friday evening; Need food options
 - Different options for inflatables vs. bounce houses
 - Sell wrist bands on Friday evening for Saturday event day to help with ticket sales; have Jupiter Bounce staff half the inflatables to free up staff so we can sell tickets; Have volunteers assist as well
 - Loved the food, rides, and music
 - Encourage people to decorate golf carts; consider having a monetary prize for the winners to help incentivize
 - Councilman Puyol discussed the dirt; enjoyed the event, and had family birthdays to celebrate at the same time
- ✓ Oyster Project & Kids Fishing Clinic (Anchorage Park) – Saturday, April 12th 10am-1pm
- ✓ Easter Event (Anchorage Park) – Friday, April 18th is the Flashlight Egg Hunt for ages 8+ and begins at 7:45pm; Saturday, April 19th is the Egg Hunt for ages 0-7 and begins at 9:00am
- ✓ Earth Day at Bird Village (Community Center) – Saturday, April 26th from 11am-1pm

Bus Trips:

- UPCOMING:
 - ✓ Naples overnight trip this week

Athletics/Programs:

- Perseverance Basketball season began on Saturday, April 5th; 149 total participants at this point, but we will allow late signups
 - Question about registration numbers – which age group went down in participant numbers?
- Camps:
 - School's Out Day camp scheduled for: April 18th
 - Summer Camp registrations continue – some weeks are already full; securing buses for field trips
- Parks & Recreation Month (July 2025): #BuildTogetherPlayTogether
 - Community Center Staff are continuing to work on plans to help celebrate Parks and Recreation Month; working on plans to help celebrate Parks and Recreation Month; we will share more once plans have been solidified
 - We will do a Proclamation to declare July as Parks and Recreation Month

6) New Business:

- Osborne Park Improvements – Youth Center
 - Discussion ensued
- Community Center Parking Lot
 - Working with Public Works on this project; would like to mirror curbing at Lighthouse Baptist Church and ensure preservation of trees
- Community Center Renovation – slated for fiscal year 2026
 - Discussion ensued about needs and potential options
- Osborne Park Enhancement – slated for fiscal year 2026
 - Discussion ensued – identified major concerns with park amenities
- Noblewins, LLC – upcycled benches; art in public places
 - Discussed adding plaques for sponsorship opportunities, vinyl wrapping instead of painting

7) Old Business:

- April 12 – Oyster Project – Anchorage Park
- Anchorage Park Marina: (1) Update dry storage and boat slip contracts; (2) Audit of boats/trailers/RVs stored under contract prior to new storage opening; (3) Day Parking area for boat trailers; no update this time

8) Member Comments: Discussed improved communications regarding sport leagues, but some participants are still not receiving the emails.

9) Staff Comments: Councilman Puyol discussed watching grandkids play basketball; Discussion ensued about whether it's been difficult to get parent volunteers to coach. Talked about incentives for parents to coach.

10) Adjournment: Adjourned at 7:20pm.

**VILLAGE OF NORTH PALM BEACH
BUILDING AND ZONING DEPARTMENT
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Valentino Perez, Building Director

DATE: May 22, 2025

SUBJECT: **ORDINANCE 1ST READING** – Ordinance amending Section 45-32.1 of the Village Code of Ordinances to adopt a new Table of Uses for the C-T Transitional Commercial Zoning District.

Background:

Village Staff recognizes that portions of the Village's Zoning Code are outdated, and Staff is in the process of modernizing the document. Recently, recently the owner of property located in the C-T Transitional Commercial District contacted the Village regarding amending the uses in this zoning district to provide more flexibility and bring them in line with the use tables for other commercial zoning districts. The uses within the C-T Zoning District were last updated in 1999. Currently, Section 45-32.1(B) of the Village Code lists the following permitted used within the C-T Zoning District:

1. Financial institutions;
2. Professional and business offices, not including medical and dental clinics;
3. Florists;
4. Clothing stores;
5. Stationery stores;
6. Photo studios/camera shops;
7. Sporting goods stores;
8. Gift shops;
9. Candy shops;
10. Seamstress/tailor shop;
11. Personal service establishments, such as barber shops, hair salons, and nail salons;
12. Instructional dance/music studios;
13. Family day care home;
14. Multiple-family dwelling structures of two (2), three (3), or four (4) dwelling units, provided that residential density does not exceed twelve (12) units per acre.

If a use is listed as permitted, it is deemed prohibited.

The Village presently has eleven (11) properties with a C-T zoning designation. These properties are predominately along the east side of Alternate A1A, with one property located on Prosperity Farms Road (Village Grocery Store)

Village Staff reviewed the existing uses and examined what other jurisdictions allowed within transitional zoning districts.

Discussion:

Transitional zoning districts are used to create a gradual shift between different land use types, like residential and commercial, by establishing buffer zones with mixed uses or less intensive development. The creation of these buffer zones mitigates potential conflicts between incompatible land uses and promotes a smoother transition between areas, ultimately enhancing livability and property values within a community.

The general description of the C-T Transitional Commercial District is to provide for the development of low-intensity residential and business uses. The C-T district is intended to serve as a transition between strictly residential areas and intense commercial development. Consequently, the Village should consider the impacts that a permitted commercial business will have on adjacent residential properties, including, but not limited, noise, litter, and traffic.

Over time, uses have changed substantially and it is uncommon to see a standalone photo studio/camera shop or candy store. Sporting goods stores tend to be big box stores like Dick’s Sporting Goods, which is opposite to the “mom and pop” stores that have historically been operating in the Village. Further, many uses were not considered when the Code of Ordinance was adopted. For example, Live/Work Units did not exist then. In addition, the nature of the areas where the CT District is located has also changed. Alternate A1A and Northlake Boulevard are not the same as they were fifty years ago. There is more traffic and the area has been built out.

As a result, Village Staff agrees that the C-T Transitional Commercial District uses should be updated. Village Staff is proposing to provide general categories, which are determined by their nature, rather than specific business types. The Village has already utilized this approach in the C-NB Northlake Boulevard Commercial District, the C-MU US-1 Mixed-Use District, and the C-3 Regional Business District.

Below is the proposed Use Chart for the C-T Zoning District, which has been revised to incorporate the comments received from the Village Council at its May 8th workshop:

	PERMITTED USES	SPECIAL EXCEPTION	NOT PERMITTED
RESIDENTIAL USES			
Mobile home park			X
Dwelling, one family detached			X
Dwelling, all other dwelling types (Maximum 12 units per acre)	X		
Live/Work Units	X		
Assisted living facility			X

Community residential home ¹	X		
LODGING USES			
Hotel/Motel			X
Timeshare unit			X
Bed and Breakfast			X
BUSINESS USES			
Office, general	X		
Office or clinic, medical or dental	X		
Stores & services, general	X		
Store & services, large format			X
Adult Entertainment			X
Convenience Store without fuel		X	
Drive-thru facility (for any use)			X
Heavy commercial and light industrial			X
Medical marijuana treatment center			X
Restaurant less than 3,000 sq. ft. and no table service	X		
All other restaurants			X
Telecommunications antennas			X
Vehicle sales or repair			X
Cocktail lounges and bars			X
CIVIC & EDUCATION USES			
Child care		X	
Civic space	X		
Family day care	X		
Government Building	X		
Hospital or Medical Center			X
Public Space	X		
School, public or private		X	
Church or Place of Worship		X	

¹ Subject to the same requirements as apply in the R-2 zoning district.

In addition to eliminating the specific types of permitted commercial uses, the primary differences between the proposed Table of Uses and the uses currently permitted within the C-T zoning district are as follows:

- The specific types of multi-family dwellings (two, three, or four units) permitted have been eliminated (but the maximum density of 12 units per acre has been carried over);
- A medical or dental office or clinic has been added to the list of permitted uses;
- A restaurant of less than 3,000 square feet with no table services has been added to the list of permitted uses; and
- New special exception uses have been added, namely, convenience store without fuel, child care facility, public or private school, and church or place of worship.

As set forth in Section 45-16.2 of the Village Code (copy attached), special exception uses are uses that are generally compatible with use characteristics of a zoning district, but which require individual review of their location, design intensity, configuration, and public facility impact to determine the appropriateness on any particular site. Village Council approval is required for any special exception use, and the Council may impose additional conditions “to make uses compatible within their specific contexts.” An applicant seeking to establish a special exception use must demonstrate that: (1) the proposed use is consistent with the Comprehensive Plan and the Village’s land development regulations; (2) the proposed use will not have an undue adverse effect upon nearby properties or generate excessive traffic or noise; (3) the proposed use is compatible with the existing or planned character of the neighborhood; (4) all reasonable steps have been taken to minimize any adverse effect on the immediate vicinity; (5) the proposed use will not interfere with the development and use of neighboring properties; and (6) the proposed use will protect the Village’s tax base, will not create a financial burden, and will be in the interests of the public health, safety, and welfare.

The Planning, Zoning and Adjustment Board conducted a public hearing on the proposed Ordinance at its March 4, 2025 meeting and recommended approval of the Ordinance with minor revisions.

Recommendation:

Village Staff requests Council consideration and adoption on first reading of the attached Ordinance adopting a new table of uses for C-T Transitional Commercial Zoning District in accordance with Village policies and procedures.

1 **ORDINANCE NO. 2025-___**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER
5 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY
6 AMENDING ARTICLE III, "DISTRICT REGULATIONS," SECTION 45-32.1,
7 "C-T TRANSITIONAL COMMERCIAL DISTRICT," TO ADOPT A NEW
8 TABLE OF USES; PROVIDING FOR CODIFICATION; PROVIDING FOR
9 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
10 EFFECTIVE DATE.

11
12 WHEREAS, the intent of the C-T Transition Commercial Zoning District is to provide for the
13 development of low-intensity residential and business uses and to serve as a transition between
14 strictly residential areas and intense commercial development; and

15
16 WHEREAS, the table of permitted uses for the C-T Zoning District, formerly the CC Transitional
17 Commercial Zoning District, has not been updated for over twenty-five (25) years; and

18
19 WHEREAS, Village Staff is proposing to update the list of permitted, special exception, and
20 prohibited uses within the C-T Zoning District to more accurately reflect current uses and market
21 demands and utilize a more user-friendly table format found in other updated commercial zoning
22 districts; and

23
24 WHEREAS, on March 4, 2025, the Planning, Zoning and Adjustment Board held a public hearing
25 on this Ordinance and provided a recommendation to the Village Council; and

26
27 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best
28 interests of the public health, safety, and welfare.

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

32
33 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

34
35 Section 2. The Village Council hereby amends Article III, "District Regulations," of
36 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-32.1 to read
37 as follows (additional language is underlined and deleted language is ~~stricken through~~):

38
39 **ARTICLE III. – DISTRICT REGULATIONS**

40 * * *

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42
43 **Sec. 45-32.1. C-T transitional commercial district.**

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B. *Uses permitted.* The following allowable uses are permitted in the C-T transitional commercial district are listed in Table 1 (in addition those specifically identified in the third column, uses not listed in the Table are not permitted in the C-T district).

- 1. ~~Financial institutions;~~
- 2. ~~Professional and business offices, not including medical and dental clinics;~~
- 3. ~~Florists;~~
- 4. ~~Clothing stores;~~
- 5. ~~Stationery stores;~~
- 6. ~~Photo studios/camera shops;~~
- 7. ~~Sporting goods stores;~~
- 8. ~~Gift shops;~~
- 9. ~~Candy shops;~~
- 10. ~~Seamstress/tailor shop;~~
- 11. ~~Personal service establishments, such as barber shops, hair salons, and nail salons;~~
- 12. ~~Instructional dance/music studios;~~
- 13. ~~Family day care home;~~
- 14. ~~Multiple family dwelling structures of two (2), three (3), or four (4) dwelling units, provided that residential density does not exceed twelve (12) units per acre.~~

Table 1

	<u>PERMITTED USES</u>	<u>SPECIAL EXCEPTION</u>	<u>NOT PERMITTED</u>
<u>RESIDENTIAL USES</u>			
<u>Mobile home park</u>			<u>X</u>
<u>Dwelling, one family detached</u>			<u>X</u>
<u>Dwelling, all other dwelling types (maximum 12 units per acre)</u>	<u>X</u>		
<u>Live/Work Units</u>	<u>X</u>		
<u>Assisted living facility</u>			<u>X</u>
<u>Community residential home¹</u>	<u>X</u>		
<u>LODGING USES</u>			
<u>Hotel/Motel</u>			<u>X</u>
<u>Timeshare unit</u>			<u>X</u>
<u>Bed and Breakfast</u>			<u>X</u>
<u>BUSINESS USES</u>			
<u>Office, general</u>	<u>X</u>		

<u>Office or clinic, medical or dental</u>	<u>X</u>		
<u>Stores & services, general</u>	<u>X</u>		
<u>Store & services, large format</u>			<u>X</u>
<u>Adult Entertainment</u>			<u>X</u>
<u>Convenience Store without fuel</u>		<u>X</u>	
<u>Drive-thru facility (for any use)</u>			<u>X</u>
<u>Heavy commercial and light industrial</u>			<u>X</u>
<u>Medical marijuana treatment center</u>			<u>X</u>
<u>Restaurant less than 3,000 sq. ft. and no table service</u>	<u>X</u>		
<u>All other restaurants</u>			<u>X</u>
<u>Telecommunications antennas</u>			<u>X</u>
<u>Vehicle sales or repair</u>			<u>X</u>
<u>Cocktail lounges and bars</u>			<u>X</u>
<u>CIVIC & EDUCATION USES</u>			
<u>Child care</u>		<u>X</u>	
<u>Civic space</u>	<u>X</u>		
<u>Family day care</u>	<u>X</u>		
<u>Government Building</u>	<u>X</u>		
<u>Hospital or Medical Center</u>			<u>X</u>
<u>Public Space</u>	<u>X</u>		
<u>School, public or private</u>		<u>X</u>	
<u>Church or Place of Worship</u>		<u>X</u>	

¹Subject to the same requirements as apply in the R-2 zoning district.

* * *

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

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

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

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

2

3 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.

4

5 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____
6 _____, 2025.

7

8

9 (Village Seal)

MAYOR

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11

12

13 ATTEST:

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VILLAGE CLERK

17

18 APPROVED AS TO FORM AND

19 LEGAL SUFFICIENCY:

20

21

VILLAGE ATTORNEY

22

Sec. 45-16.2. Special exception uses.

- (a) *General provisions.*
- (1) *Purpose.* The purpose of this section is to provide for review of uses that are generally compatible with use characteristics of a zoning district, but which require individual review of their location, design, intensity, configuration and public facility impact in order to determine the appropriateness of the use on any particular site in the zoning district and their compatibility with adjacent uses. Special exception uses may require the imposition of additional conditions to make uses compatible within their specific contexts.
 - (2) *Authority.* The village council may, in accordance with the procedures, standards and limitations of this section, grant special exception use approvals for those uses enumerated as special exception uses in any zoning district.
 - (3) *Persons entitled to initiate applications.* An application for special exception approval may be submitted by the owner of the property or any other person having a contractual interest in the lot or parcel of land proposed for a special exception use.
- (b) *Standards for review of special exception use approvals.* A special exception use approval shall be granted only if the applicant demonstrates the following:
- (1) *Consistency with the land development regulations and comprehensive plan.* The proposed special exception use shall comply with all requirements and be consistent with the general purpose, goals, objectives and standards of the village's land development regulations and comprehensive plan.
 - (2) *Effect on adjacent properties.*
 - a. The proposed special exception use will not have an undue adverse effect upon nearby property or generate excessive traffic or noise.
 - b. The proposed special exception use is compatible with the existing or planned character of the neighborhood or area in which it would be located and is compatible with existing and future development.
 - c. All reasonable steps have been taken to minimize any adverse effect of the proposed special exception use on the immediate vicinity through building design, site design, landscaping and screening.
 - d. The proposed special exception use will be constructed, arranged and operated so as not to interfere with the development and use of neighboring properties, in accordance with applicable zoning district regulations.
 - (3) *Public welfare.* The proposed special exception use will protect the village's tax base, will not create a financial burden on the village, and will be in the interests of the public health, safety, comfort, convenience and general welfare.
- (c) *Conditions on special exception approvals.* The village council shall attach such conditions, limitations and requirements to a special exception use approval as are necessary to carry out the spirit and purposes of the village's land development regulations and comprehensive development plan and to prevent or minimize adverse effects upon other properties in the neighborhood or area. These conditions may include, but are not limited to, limitations on size, intensity of use, bulk and location, landscaping, lighting, provision of adequate ingress and egress, and hours of operation. Such conditions shall be set forth expressly in the written order, resolution or ordinance granting the special exception approval. A violation of any condition shall be considered a violation of this Code and is subject to code enforcement proceedings in accordance with Chapter 2 or any or method of enforcement authorized by law.

(d) *Special exception uses within planned unit developments.* When the proposed special exception use will be located within a planned unit development, the special exception use review shall be conducted concurrently with the planned unit development approval process and any conditions relating to the proposed special exception use shall be set forth in the ordinance approving the planned unit development.

(e) *Procedure.*

- (1) The special exception use shall be subject to preliminary review by the community development department. Once the community development director certifies that the application is complete, the director shall forward it to the planning commission for a public hearing.
- (2) The planning commission shall review the application and forward a recommendation of approval, approval with conditions or denial to the village council. If the special exception request was included with a site plan and appearance application, the planning commission shall forward the complete application to the village council for final decision.
- (3) Upon receipt of a recommendation of the planning commission, the village council shall conduct a public hearing and determine whether the proposed special exception use meets the requirements of this section. The village council shall approve, approve with conditions or deny the application at the close of the public hearing. The approval of a special exception use, with or without conditions, shall be in the form of a written order, resolution or ordinance.
- (4) Upon denial of an application for special exception use approval in whole or in part, a period of one (1) year must elapse prior to the filing of a substantially similar application affecting the same property.

(f) *Public notice.* Public notice of all hearings shall be provided as required by Section 21-3.

(Ord. No. 2015-13, § 2, 7-23-15; Ord. No. 2020-06, § 13, 9-24-20)

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Robert Coliskey, Police Chief
DATE: May 22, 2025
SUBJECT: **RESOLUTION – Approving the Sole Source Purchase of Taser Equipment for the Police Department from Axon Enterprises, Inc. in the amount of \$275,191.80.**

Village Staff recommends that the Village Council consider and adopt the attached Resolution authorizing the sole source purchase of Taser equipment, hardware, and certifications for the Police Department from Axon Enterprises, Inc.

Background:

The Police Department relies on Taser equipment to enhance officer safety, provide a primary less-lethal use of force option, and support safe outcomes in potentially challenging situations. For over a decade, Axon Enterprises, Inc. has been the sole supplier of Tasers used by the Department. The Department's current Taser units have reached the end of their operational life, and the model is no longer in production.

Purchasing:

This purchase will be made through a sole source agreement with Axon Enterprises, Inc. under a five-year contract. Axon is the exclusive provider of the required Taser equipment and associated certifications.

Funding:

The contract includes a cost distribution over five years, with a reduced rate in the first year.

- Year 1 (Equipment and Hardware): \$48,000
- Years 2–5 (Equipment, Hardware, and Certifications): \$57,797.95 annually
- Total 5-Year Cost: \$275,191.80

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police	A5711-35217	Machinery & Equipment Supplies	\$275,191.80

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution authorizing the sole source purchase of Taser equipment, hardware and certifications from Axon Enterprises, Inc. in an amount not to exceed \$275,191,80 from Village Account No. A5711-35217 (Police – Machinery & Equipment Supplies) and authorizing the Village Manager to take all actions necessary to complete the purchase in accordance with the Village’s purchasing policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF FORTY-ONE TASERS, INCLUDING EQUIPMENT, HARDWARE, AND CERTIFICATIONS, FROM AXON ENTERPRISES, INC. FOR USE BY THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department’s taser units have reached the end of their operational life and the model currently in use is no longer in production;

WHEREAS, the Police Department requested the sole-source purchase of forty-one tasers, including equipment, hardware, and certifications, from Axon Enterprises, Inc.; and

WHEREAS, the Village Council determines that the adoption of this Resolution 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 authorizes the sole source purchase of forty-one tasers from Axon Enterprises, Inc., including equipment, hardware, and software, at a total cost over a five-year period of \$275,191.80, with funds expended from Account No. A5711-35217 (Police – Machinery and Equipment Supplies). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase, subject to review and approval of all required documentation by the Village Attorney.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



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AXON.COM

January 17, 2025

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Digital Evidence Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

¹ Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.



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Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-



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- state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.



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Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating



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- copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion que for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities



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- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon App

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests



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Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically



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pulling firing logs (alpha)

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and DEDrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.



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Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iINPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered iINPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires



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Axon Respond+)

- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545



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- Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
- Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
- Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
13. Axon Fleet Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
14. Axon Signal Unit Model: 70112
15. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011



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- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, and third-party storage (100 GB)..
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+):** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), and third-party video storage (100 GB), third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ and Axon VR training.
3. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,³ Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁶
4. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.

² Technology Assurance Plan for warranties and refreshes. Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

³ Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.

⁴ License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

⁵ License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.

⁶ For more details on Fusus tiers, reach out to your account manager.



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5. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
8. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
9. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body-worn camera (BWC) with the TASER Assurance Plan (TAP)², Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards⁴, Axon Respond, Axon Respond+, and third-party storage (100 GB).
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon Body-worn camera, Axon Evidence , unlimited BWC and Axon capture storage, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, third-party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ and Axon VR training.
12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon BWC with TAP, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,³ Axon Standards,⁴ Axon Respond, Axon Respond+, third-party storage (unlimited), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,⁵ Axon VR training, unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.⁶
13. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
14. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
15. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
16. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in



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installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.

- 17. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
- 18. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
- 19. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),³ and Axon Respond.
- 20. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.
- 21. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
- 22. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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▲, ▲ AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, Draft One, X2, X26P, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2025 Axon Enterprise, Inc.



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Q-688513-45763RG

Issued: 04/16/2025

Quote Expiration: 08/01/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 106436

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
North Palm Beach Police Department - FL 560 US Highway 1 North Palm Beach, FL 33408-4902 USA	North Palm Beach Police Department - FL 560 US Highway 1 North Palm Beach FL 33408-4902 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	George Hachigian Phone: 5613855233 Email: ghachigian@village-npb.org Fax: (561) 881-1141

Quote Summary

Program Length	60 Months
TOTAL COST	\$275,191.80
ESTIMATED TOTAL W/ TAX	\$275,191.80

Discount Summary

Average Savings Per Year	\$14,892.84
TOTAL SAVINGS	\$74,464.20

Date	Subtotal	Tax	Total
Jul 2025	\$48,000.00	\$0.00	\$48,000.00
Jul 2026	\$56,797.95	\$0.00	\$56,797.95
Jul 2027	\$56,797.95	\$0.00	\$56,797.95
Jul 2028	\$56,797.95	\$0.00	\$56,797.95
Jul 2029	\$56,797.95	\$0.00	\$56,797.95
Total	\$275,191.80	\$0.00	\$275,191.80

Payment Summary

Quote Unbundled Price: \$349,656.00
 Quote List Price: \$275,191.80
 Quote Subtotal: \$275,191.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	60	\$138.60	\$108.33	\$108.33	\$266,491.80	\$0.00	\$266,491.80
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
Total							\$275,191.80	\$0.00	\$275,191.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	41	2	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	820	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	410	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	39	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	41	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	41	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	07/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	07/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	07/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	41	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	41	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	41	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	41
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	41	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	41	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	560 US Highway 1	North Palm Beach	FL	33408-4902	USA
2	560 US Highway 1	North Palm Beach	FL	33408-4902	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Prepayment Invoice	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,700.00	\$0.00	\$2,700.00
Prepayment Invoice	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$6,000.00	\$0.00	\$6,000.00
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	\$39,300.00	\$0.00	\$39,300.00
Total				\$48,000.00	\$0.00	\$48,000.00

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	\$56,797.95	\$0.00	\$56,797.95
Total				\$56,797.95	\$0.00	\$56,797.95

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	\$56,797.95	\$0.00	\$56,797.95
Total				\$56,797.95	\$0.00	\$56,797.95

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	\$56,797.95	\$0.00	\$56,797.95
Total				\$56,797.95	\$0.00	\$56,797.95

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	41	\$56,797.95	\$0.00	\$56,797.95
Total				\$56,797.95	\$0.00	\$56,797.95

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/16/2025

