VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JUNE 12, 2025
6:00 PM

Deborah Searcy	Lisa Interlandi	Kristin Garrison	Susan Bickel	Orlando Puyol
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Chuck Huff	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	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

APPROVAL OF MINUTES

1. Minutes of the Regular Session held May 8, 2025
2. Minutes of the Regular Session held May 22, 2025

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.

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.

3. Receive for file Minutes of the Library Advisory Board meeting held 4/22/25.

4. Receive for file Minutes of the Waterways Board meeting held 4/22/25.

5. Receive for file Minutes of the Environmental Committee meetings held 4/7/25 and 5/5/25.

6. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 5/6/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

7. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-10 – CODE AMENDMENT – CT TRANSITIONAL COMMERCIAL DISTRICT** Consider a motion to adopt on and enact second 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.

8. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-11- EAR COMPREHENSIVE PLAN AMENDMENTS AND UPDATED WATER SUPPLY FACILITIES WORK PLAN** Consider a motion to adopt and enact on second reading Ordinance 2025-11 amending the Village of North Palm Beach Comprehensive Plan to implement its Evaluation and Appraisal Report; adopting a new introduction section and evaluating and monitoring section; amending the Future Land Use Element, the Conservation Element, the Coastal Management Element, the Recreation and Open Space Element, the Intergovernmental Coordination Element, the Capital Improvement Element, the Infrastructure Element, the Housing Element, the Annexation Element, and the Property Rights Element; adopting a revised and updated Water Supply Facilities Work Plan.

OTHER VILLAGE BUSINESS MATTERS

9. **RESOLUTION – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES** Consider a motion to adopt a resolution increasing the Fiscal Year 2025 Blanket Purchase Order with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and ground maintenance services from $100,000 to $200,000.

10. **RESOLUTION – NORTH PALM BEACH COUNTRY CLUB WASH PLANT** Consider a motion to adopt a resolution approving a bid proposal from Ahrens Enterprises, Inc. D/B/A Ahrens Companies for the North Palm Beach Country Club Wash Plant at a cost not to exceed $941,962; and authorizing execution of the Contract.

11. **RESOLUTION – PORTABLE GENERATOR PURCHASE** Consider a motion to adopt a resolution approving the purchase of a Portable Generator from Genset Services Inc. at a total cost of $159,758.51 pursuant to pricing established in an existing Sourcewell Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

12. NPB University - "Know Your Department" - Parks & Recreation, Library

13. **WORKSHOP** – Public Participation Rules and Procedures

VILLAGE MANAGER MATTERS/REPORTS

14. **Request for Attorney-Client Session –** Michael A. Bozzuto and NP Management v. Village of North Palm Beach – Case No. 50-2024-CA002377-XXXA-MB

ADJOURNMENT

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

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

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

***DRAFT* MINUTES OF THE REGULAR SESSION**
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MAY 8, 2025

Present:	Deborah Searcy, Mayor Lisa Interlandi, Vice Mayor Kristin Garrison, President Pro Tem Orlando Puyol, Councilmember Chuck Huff, Village Manager Len Rubin, Village Attorney Jessica Green, Village Clerk
Absent:	Susan Bickel, Councilmember

ROLL CALL

Mayor Searcy called the meeting to order at 6:00 p.m. All members of Council were present except for Councilmember Bickel who was out of town. All members of staff were present.

PLEDGE OF ALLEGIANCE

Vice Mayor Interlandi led the public in the Pledge.

AWARDS AND RECOGNITION

Proclamation – Municipal Clerks Week

Mayor Searcy read a proclamation for Municipal Clerk's week. Village Clerk Jessica Green thanked Council for the proclamation and for recognizing municipal clerks and celebrating Municipal Clerk's week.

Proclamation – Public Works Week

Mayor Searcy read a proclamation for Public Works Week. Public Works' Executive Assistant Jennifer Gorman thanked Council for the proclamation.

APPROVAL OF MINUTES

The Minutes of the Regular Session held April 10, 2025 and the Minutes of the Regular Session held April 24, 2025 were approved as written.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road S, expressed his concerns regarding Councilmembers who did not vote for Mr. Hullihan to continue his membership on the Planning, Zoning and Adjustment Board.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns regarding golf carts being driven by minors in the Village and not using safety precautions. Mrs. Cross also expressed her concerns regarding the safety of the public area at Prosperity Village.

Pam Cinilia, 640 Lighthouse Drive, expressed her concerns regarding the Lighthouse Bridge Design outreach meetings and what was being presented to residents.

RESOLUTION 2025-15 INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL

A motion was made by Vice Mayor Interlandi and seconded by President Pro Tem Garrison to adopt Resolution 2025-15 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL TO UPDATE THE STRATEGIC PLAN AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Kim Delaney, Director of Strategic Policy and Development for Treasure Coast Regional Planning Council explained that the purpose of the agreement was to provide the service of strategic planning to the Village. Ms. Delaney discussed and explained all of the aspects of strategic planning that would be addressed through discussions and that a strategic plan would result through the process.

Chris Ryder, 118 Dory Road S, expressed his concerns with hiring Treasure Coast Regional Planning Council to provide strategic planning services.

Councilmember Puyol stated that the strategic planning services was a necessity and that resident workshops should be held during the process.

President Pro Tem Garrison agreed that public input should be part of the strategic planning process.

Ms. Delaney stated that the public input could be incorporated into the Council meetings.

Mayor Searcy indicated that the information for the item on the agenda referenced that the Citizen's Master Plan would be updated and asked Mr. Rubin to clarify since it was her understanding that the agreement was only for a strategic plan not to update the Citizen's Master Plan.

Mr. Rubin indicated that it was his understanding that the Citizen's Master Plan was referenced in the scope of work and would also be reviewed during the process.

Mayor Searcy clarified with Ms. Delaney that updates to the Citizen's Master Plan would not be included in the process.

RESOLUTION 2025-15 INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL *continued*

Ms. Delaney discussed and explained the process that would be undertaken through the agreement.

Discussion ensued between Ms. Delaney and Councilmembers regarding the strategic planning process.

President Pro Tem Garrison asked if the resolution needed to be revised to reflect the scope of work in the agreement.

Mr. Rubin stated that just the sentence referencing the Citizen's Master Plan in the resolution needed to be stricken.

Mayor Searcy stated that she served on the board of the Treasure Coast Regional Planning Council and asked if she needed to recuse herself from voting on the item.

Mr. Rubin stated that Mayor Searcy did not need to recuse herself from voting as the Treasure Coast Regional Planning Council was another governmental agency that was non-profit.

Thereafter, the motion to adopt Resolution 2025-15 passed with all present voting aye.

INTRODUCTION OF APPLICANTS TO BOARDS AND COMMITTEES

The following applicants were introduced to the Village Council:

Darryl Aubrey	Elizabeth Rivera	Jennifer Gold Dumas
Allen Kramer	Roberto Flores	Brigid Misselhorn
Chad Misselhorn	Francine Mantyh	Jonathan Sorenson
Leanne Schmitt	Edward Crawford	Brian Bartels
Bonnie Jenkins	Mary Phillips	Emily Bales
Karen Schmitt Roberts		

The following applicants were unable to attend the meeting:

David Talley	Maricela Torres
Ellen Donlan Allen	Jason Frogge
Brad Avakian	Bruce Crawford
Christine Delguzzi	Dave Terrana

RESOLUTION 2025-16 – APPOINTING MEMBERS TO VILLAGE BOARDS AND COMMITTEES

By written ballots, the originals of which are attached to the minutes of record, the Council appointed members to the Audit Committee, Environmental Committee, General Employees Pension Board, Library Advisory Board, Recreation Advisory Board and Waterways Board as follows:

Audit Committee: Darryl Aubrey, Allen Kramer, Chad Misselhorn, Leanne Schmitt, Dave Talley and Dave Terrana.

Environmental Committee: Ellen Donlan Allen, Brian Bartels, Mary Phillips and Elizabeth Rivera.

General Employees' Pension Board: Francine Mantyh and Karen Schmitt Roberts.

RESOLUTION 2025-16 – APPOINTING MEMBERS TO VILLAGE BOARDS AND COMMITTEES
continued

Library Advisory Board: Brad Avakian, Christine Delguzzi, Bonnie Jenkins and Brigid Misselhorn.

Recreation Advisory Board: Emily Bales, Jennifer Gold Dumas, Jason Frogge, Brigid Misselhorn and Jonathan Sorenson.

Waterways Board: Bruce Crawford, Edward Crawford, Roberto Flores and Dave Terrana.

A motion was made by Vice Mayor Interlandi and seconded by Councilmember Puyol to adopt Resolution 2025-16 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE AUDIT COMMITTEE, THE ENVIRONMENTAL COMMITTEE, THE GENERAL EMPLOYEES' PENSION BOARD, THE LIBRARY ADVISORY BOARD, THE RECREATION ADVISORY BOARD AND THE WATERWAYS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Chris Ryder, 118 Dory Road S, expressed his concerns with the current Village Boards and Committees appointment process and code.

Mayor Searcy and Vice Mayor Interlandi expressed their appreciation to all those who were willing to serve on a Village Board or Committee.

Thereafter, the motion to adopt Resolution 2025-16 passed with all present voting aye.

CONSENT AGENDA APPROVED

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

Receive for file Minutes of the Waterways Board meeting held 3/25/25.

Receive for file Minutes of the Library Advisory Board meeting held 3/25/25.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2025-09 – CODE AMENDMENT – COUNTRY CLUB

A motion was made by Councilmember Puyol and seconded by Vice Mayor Interlandi to adopt and enact on second reading Ordinance 2025-09 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 9, "COUNTRY CLUB," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTIONS 9-1 AND 9-2 OF ARTICLE I, "IN GENERAL," TO UPDATE THE GENERAL RULES AND REGULATIONS APPLICABLE TO THE NORTH PALM BEACH COUNTRY CLUB AND THE ENFORCEMENT THEREOF; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2025-09 – CODE AMENDMENT – COUNTRY CLUB *continued*

Mr. Rubin discussed and explained the revisions that were made to the ordinance since its consideration at the April 10, 2025 Council meeting.

The following changes were made:

- Changing the word "dig" to "damage" throughout Section 9-1(1).
- Amending Section 9-2(2)(a) to add low speed vehicles to the list of vehicles permitted only in designated parking areas.
- Removing the newly added subsections (2)(b) and (2)(c) of Section 9-1 relating to the operation of various motorized or electric vehicles including personal golf cars, as well as non-motorized methods of transport, such as bicycles, skateboards, roller skates, etc.
- Revising Section 9-1(3) to: clarify that no one other than golfers should be on the golf course during regular play; provide access to the golf course for non-golfers for one hour after sunset and one hour before sunrise with the exception of tees, greens, bunkers, and ponds; and clarify that access by private golf carts is limited to golf cart paths only.
- Amending Section 9-2(d) to specifically add enforcement by code citation in addition to all other legal remedies, including Section 1-8 of the Village Code.

Discussion ensued between Mr. Rubin and Councilmembers regarding the revisions to the ordinance.

Thereafter, the motion to adopt and enact Ordinance 2025-09 on second reading passed with all present voting aye.

RESOLUTION 2025-17 AMENDED AND RESTATED REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT WITH THE BENJAMIN SCHOOL

A motion was made by Councilmember Puyol and seconded by Vice Mayor Interlandi to adopt Resolution 2025-17 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDED AND RESTATED REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT WITH THE BENJAMIN PRIVATE SCHOOL, INC. FOR PARKING WITHIN THE MCLAREN ROAD RIGHT-OF-WAY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff discussed and explained the purpose of the amended and restated agreement. In 2013, the Village Council approved a Revocable License Agreement with The Benjamin School to allow the school to utilize a portion of the McLaren Road right-of-way for faculty parking. The agreement was a requirement of the Village Council's 2013 approval of the The Benjamin School Planned Unit Development ("PUD") and related site plan. At the last Council meeting the Village Council approved a major amendment to the PUD thereby authorizing a reconfiguration of the parking with the McLaren Road right-of-way. The ordinance that approved the major amendment requires the school to enter into an amended Revocable License and Indemnification Agreement to reflect the revised parking configuration.

RESOLUTION 2025-17 AMENDED AND RESTATED REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT WITH THE BENJAMIN SCHOOL *continued*

Mayor Searcy asked for clarification on the perpendicular parking in front of the office and if it would be removed or no longer exist.

Mr. Huff explained that the parking that was currently in front of the office would be moving to the east.

Discussion ensued between Councilmembers and Mr. Rubin regarding the faculty parking and how it was referenced in the resolution and agreement.

Mr. Rubin stated that it was up to The Benjamin School to determine faculty parking areas.

Thereafter, the motion to adopt Resolution 2025-17 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

NPB University – "Know Your Department – Police Department and Fire Department

Police Chief Robert Coliskey began a presentation which featured the Police Department's Mission Statement, Department Organizational Structure, Department Highlights, Department Current Year Accomplishments, Goals, Objectives, and Completed, Ongoing, Upcoming and New Projects.

Fire Chief Scott Fresemen began a presentation which featured the Fire Department's Mission Statement, Department Organizational Structure, Department Highlights, Department Current Year Accomplishments, Goals, Objectives, and Completed, Ongoing, Upcoming and New Projects and concluded with the Fiscal Year General Fund Budget Summary at six months ending 3/13/25 for Public Safety by division which included Police, Fire Rescue and the Public Safety Building and six month totals of Personnel Services, Operating Expenses and Capital Outlay for Public Safety combined.

Mayor Searcy asked for clarification regarding the space at Prosperity Farms Village which was intended to be a public park.

Mr. Huff stated that he was working with Building Official Val Perez to set up a meeting with the developers to discuss the vegetation that is bordering the park at the edge of Prosperity Farms Road.

Discussion ensued between Mr. Huff and Councilmembers regarding height of vegetation on certain properties.

Mayor Searcy asked about the possibility of installing a disposal system for fishing line in the areas where people fish.

Mayor Searcy discussed and explained the Council Connections event at the North County Chamber of Commerce where elected officials from surrounding municipalities had an opportunity to hear about the partnership the Chamber has with the Small Business Administration and Florida Atlantic University and that services that they offered were free. Mayor Searcy asked if the Village's Communications Department could inform the public of the free services.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Vice Mayor Interlandi discussed the Lighthouse Drive Bridge Design meeting and its attendance and public input. Vice Mayor Interlandi thanked staff for their attendance and input.

Discussion ensued between Councilmembers and Mr. Huff regarding what to implement in future meetings concerning the Lighthouse Drive Bridge Design.

At the conclusion of the discussion Mr. Huff stated that he would work on getting information put together for Council to have a future workshop regarding the Lighthouse Drive Bridge Design.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff thanked Council, staff, and the Business Advisory Board for attending a new business' ribbon cutting ceremony.

Mr. Huff stated that he was thankful for the new Police Chief and the new Fire Chief who were both sworn in recently.

WORKSHOP – CT-Transitional Commercial Zoning District

Mr. Huff stated that the code regarding the CT-Transitional Commercial Zoning District has not been revised since 1999. Mr. Huff stated that Lance Lilly with Chen Moore & Associates would give the presentation regarding the proposed revisions.

Mr. Lilly began the presentation and explained that the request was to adopt a new table of uses for the CT-Transitional Commercial Zoning District. Mr. Lilly presented the Purpose and Location, Existing Permitted Uses, Proposed Table of Uses, and concluded with a summary of what was proposed to be eliminated and added to the code related to the CT-Transitional Commercial Zoning District as follows:

Eliminated:

- The specific types of multi-family dwellings (two, three, or four units) – new code contemplates maximum density of 12 units per acre.

Added:

- Medical or dental office or clinic were incorporated into permitted uses.
- Restaurant less than 3,000 square feet without table services has been added to the list of permitted uses.
- Convenience store with or without fuel, child care facility, public or private school, and church or place of worship incorporated as special exception use (special exception uses will require approval by Village Council).

Discussion, questions and answers ensued between Mr. Lilly, Mr. Rubin and Councilmembers regarding the proposed revisions.

Chris Ryder, 118 Dory Road S, expressed his concerns regarding the proposed revisions to the CT-Transitional Commercial Zoning District.

WORKSHOP – CT-Transitional Commercial Zoning District *continued*

Zak Ciciera of Cotleur and Hearing clarified conditional uses and special exception uses and stated that they were standard for municipalities and stated special exceptions would still need to follow the proper process of approval.

Mayor Searcy stated that she did not agree with allowing gas stations within the CT-Transitional Commercial Zoning District but would be okay with just convenience stores.

Vice Mayor Interlandi gave the definition of Special Exception Uses stating that they were not considered "special favors for special friends".

Discussion ensued between Councilmembers regarding whether to allow gas stations within the CT-Transitional Commercial Zoning District.

Council came to consensus to allow convenience stores as a special exception and not allow fuel or gas stations within the CT-Transitional Commercial Zoning District.

Discussion continued between Councilmembers, Mr. Rubin and Mr. Lilly regarding the definition of special exception uses and the consideration of child care facilities as a special exception use.

Mr. Rubin stated that a proposed ordinance for revisions to the CT-Transitional Commercial Zoning District will be brought back for first reading at the next scheduled Council meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:38 p.m.

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Jessica Green, MMC, Village Clerk

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MAY 22, 2025

Present:

Deborah Searcy, Mayor
Lisa Interlandi, Vice Mayor
Kristin Garrison, President Pro Tem
Susan Bickel, Councilmember
Orlando Puyol, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 6:00 p.m. All members of Council were present except for Councilmember Puyol who was running late due to a family engagement. All members of staff were present.

PLEDGE OF ALLEGIANCE

Vice Mayor Interlandi led the public in the Pledge.

AWARDS AND RECOGNITION

Mayor Searcy read a proclamation for Water Reuse Week.

Mayor Searcy read a proclamation for National Gun Violence Awareness Day. Volunteers of Moms Demand Action accepted the proclamation and thanked Council.

STATEMENTS FROM THE PUBLIC

Deborah Cross, 2560 Pepperwood Circle S, encouraged getting more trees planted in open spaces for shade and having more green space throughout the Village.

Tim Hullihan, 840 Country Club Drive, gave a presentation that showed pictures of different styles of bridges and stated that a more aesthetic style of bridge should be considered for the design of the Lighthouse Drive Bridge.

Councilmember Puyol arrived to the meeting at 6:12 p.m.

John Samadi, 512 Marlin Road, read a letter that he had previously sent to Mayor Searcy regarding his concerns about Village Manager Chuck Huff.

STATEMENTS FROM THE PUBLIC *continued*

Chris Ryder, 118 Dory Road S, expressed his concerns regarding the hiring of Treasure Coast Regional Planning Council to provide strategic planning services. Mr. Ryder also expressed his concerns regarding the Lobbyist Contact Logs that were being kept by the Village.

Gina A. Levesque, CFE of the Palm Beach County Commission on Ethics gave an annual overview and information regarding the importance of ethics in local government and discussed the practices and purpose of the Palm Beach County Commission on Ethics as well as where to find information on ethics and contact information.

Dave Adams, 613 Riverside Road, expressed his concerns regarding landscapers cutting limbs from palm trees and dumping them in the waterways and the pickup of vegetation cut by landscape contractors. Mr. Adams also expressed his concerns regarding increases in the budget since 2012.

Mary Philips, 525 Ebbtide Drive, expressed her concerns regarding Councilmembers who did not vote for Mr. Hullihan to continue his membership on the Planning, Zoning and Adjustment Board.

Chad Cawley,414 Driftwood Road, showed pictures of his truck and boat trailer parked at Anchorage Park and expressed his concerns with turning in and out of the parking lot.

Councilmembers and Mr. Huff addressed the public comments that were made.

CONSENT AGENDA APPROVED

Councilmember Bickel moved to approve the Consent Agenda. Vice Mayor Interlandi seconded the motion, which passed unanimously. The following items were approved:

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.

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.

Receive for file Minutes of the General Employees Pension Board meeting held 2/4/25.

Receive for file Minutes of the Police and Fire Pension Board meeting held 2/12/25.

Receive for file Minutes of the Audit Committee meeting held 3/12/25.

Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 4/1/25.

Receive for file Minutes of the Recreation Advisory Board meeting held 4/8/25.

Mr. Samadi, 512 Marlin Road, expressed his concerns regarding the Amendment for Professional Architectural Services with REG Architects and recommended advertising a Request for Qualifications for Architectural Services.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2025-10 - CODE AMENDMENT – CT TRANSITIONAL COMMERCIAL DISTRICT

A motion was made by Councilmember Bickel and seconded by Councilmember Puyol to adopt on first reading Ordinance 2025-10 entitled:

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

Lance Lilly with Chen Moore & Associates explained that the purpose of the ordinance was to amend the CT-Transitional Commercial Zoning District code to adopt a new table of uses.

Chris Ryder, 118 Dory Road S, expressed his concerns regarding the proposed revisions to the CT-Transitional Commercial Zoning District code.

Councilmember Bickel expressed her concerns with allowing certain parcels on Prosperity Farms Road to be included and asked if they could be rezoned.

Discussion ensued between Mr. Rubin and Councilmembers regarding which parcels could be rezoned and what they could be rezoned to.

Discussion continued between Councilmembers and Mr. Rubin regarding the different types of permitted, non-permitted uses and special exceptions within the CT-Transitional Commercial Zoning District.

Councilmember Bickel expressed her concerns with the appearance of Prosperity Farms Road and Northlake Boulevard and stated that she had discussed her concerns with Mr. Huff.

Discussion ensued between Councilmembers regarding the term special exception and conditional use and how the terms had the same meaning.

Mayor Searcy asked if the code was strong enough to ensure that convenience stores with fuel were not permitted and that a convenience store without fuel would be a special exception only.

Mr. Rubin explained that the wording "uses not listed in the table are not permitted within the CT-Transitional Commercial Zoning District" was provided in the code to clarify that if something was not listed in the table, it would not be permitted.

Thereafter, the motion to adopt on first reading Ordinance 2025-10 passed unanimously.

RESOLUTION 2025-20 POLICE DEPARTMENT TASER PURCHASE

A motion was made by Councilmember Puyol and seconded by Councilmember Bickel to adopt Resolution 2025-20 entitled:

RESOLUTION 2025-20 POLICE DEPARTMENT TASER PURCHASE *continued*

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.

Police Chief Robert Coliskey explained that 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. 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 they have been using is no longer in production, therefore necessitating the purchase of new current model Tasers.

Chris Ryder, 118 Dory Road S, expressed his concerns regarding the cost of the proposed Taser purchase for the Police Department.

Chief Coliskey explained that the contract for the purchase included a cost distribution over five (5) years with a reduced rate in the first year. The Tasers come with ongoing support, hardware and certifications and Axon Enterprises, Inc. is the sole source for the Tasers.

Thereafter, the motion to adopt Resolution 2025-20 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

NPB University – "Know Your Department – Country Club

Mr. Huff began a presentation which featured the Country Club's Mission Statement, Department Organizational Structure, Department Highlights, Department Goals and Objectives, and Completed, Ongoing, Upcoming and New Projects. Mr. Huff turned the presentation over to Deputy Village Manager Samia Janjua.

Mrs. Janjua reviewed the Country Club's FY 2025 Budget Summary (by division) Six Months Ending 03/31/2025, Capital Reinvestments, Financial History, Clubhouse Construction Costs and Policy Decisions to consider for the upcoming Budget Process.

Mayor Searcy recommended having a workshop regarding public comment policy and procedure.

Discussion ensued between Councilmembers regarding public comment policy and procedure.

Council came to consensus to have a workshop item for public comment policy and procedure.

Mayor Searcy discussed a recent fire that occurred at the Village's marina and asked Council if they should request the Waterways Board to discuss fuel tank size requirements for boats that are located behind residences.

Discussion ensued between Councilmembers regarding size requirements of boats located behind residences.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mr. Huff stated that he would speak to Chief Freseman and the Waterways Board on the topic of boat fuel tanks behind residential neighborhoods.

Councilmember Puyol asked for an update on Buoy Road.

Mr. Huff gave an update on the proposed work on Buoy Road stating that the work would be done in conjunction with Seacoast Water Utility Authority. Mr. Huff stated that he was waiting to hear back from them for a start date in order to coordinate the work.

Councilmember Puyol asked if there would be a landscape code that required a minimum amount of landscape for newly constructed homes.

Councilmember Bickel stated that she would like to see a revitalization of the tree preservation code and landscaping code.

Mr. Rubin stated that he had a draft for a proposed ordinance regarding tree preservation that he was currently working on and would be bringing forward at a future Council meeting.

Discussion ensued between Councilmembers regarding revising the landscape code.

Council agreed that the Planning, Zoning & Adjustment Board could review the current landscape code and bring back recommendations for revision.

President Pro Tem Interlandi recommended implementing a public meeting between residents and Councilmembers to discuss their community concerns and address misinformation being distributed among social media platforms.

Discussion ensued between Councilmembers regarding whether or not to have a public meeting between residents and Councilmembers to address misinformation and to discuss their community concerns.

Councilmembers agreed to try a public meeting with residents to engage Councilmembers individually while adhering to Sunshine Law requirements.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that it was important for residents to contact Councilmembers and staff in order to give staff the opportunity to address concerns immediately.

Mr. Huff gave an update on an issue with ducks in a retention pond in the Town of Lake Park. Mr. Huff stated that the management company responsible for the site was contacted and they would be rectifying the situation.

Mr. Huff stated that the Communications Department did a great job in promoting Public Works Week by adding a video interviewing staff from Public Works.

Mr. Huff stated that the house at 713 Westwind Drive had been demolished and asked for direction on what Council would like to do with the vacant property going forward.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Council came to consensus to have an appraisal done on the property in order to make a decision.

Mr. Huff stated that he would work on getting the appraisal and bring it back to Council for consideration.

Mayor Searcy wished everyone a blessed Memorial Day.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:59 p.m.

_____

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES

DATE: April 22nd, 2025

CALL TO ORDER
Chair Christine DelGuzzi called the meeting to order at 7:00 pm.

ROLL CALL
Christine DelGuzzi, Chair
Bonnie Jenkins, Member
Carolyn Kost, Member
Tina Chippas, Member
Brad Avakian, Secretary
Julie Morrell, Library Director
Stephanie DiGangi, Vice-Chair
Lisa Interlandi, Village Councilmember

Phyllis Wissner, Member – Absent

APPROVAL OF MINUTES
Member Jenkins motioned to approve March minutes seconded by Member Kost, passed unanimously.

DIRECTOR'S REPORT
Library Director Julie Morrell reported the following:
Facilities

- Lobby planter undergoing renovation, adding automatic watering system.
- Children's carpet replacement expected this summer, waiting on final contract documents. Improvements will be paid for by donation from the Kelsey-Naylor Family Foundation.

Children's Programming

- Weekly Storytimes: The Library continues to hold four sessions per week with good attendance to all sessions.
- Beyond the Bricks (formerly Lego Club): Monthly program continues to thrive; different offerings for various ages.
- Children's Artistic Groove Crafting Hour: this month saw 13 attendees participate in this open-ended program with variety of art supplies for children and adults to create art together.
- Guess How Many Jellybeans: children guess how many jellybeans are in a jar and the closest estimate wins the whole jar of jellybeans.
- Teen Studio Ghibli Movie: 18 attendees watched a movie from the Japanese animation studio (Studio Ghibli) on the big screen with refreshments after school on April 10th, planning to show another Ghibli movie next month.

Adult Programming

- Knit and Crochet: meet every Monday, with an average of 12 attendees.
- Great Courses Series: The Essential Italy lecture series began January 7 and will run until May 6, with 16-22 attendees exploring Italy's history and culture on Library's new big screen; will focus on Germany and Austria in fall.
- Silent Film Appreciation: 9 attendees came on Saturday, April 12th.
- Book Club: 29 attendees on April 3rd; summer book club will be a pick your own book and share.
- Aging with Grace Seminars with Shawn Woods: 33 attended the presentation titled Downsizing Made Easy on April 10th.
- Crafts for Grownups: 31 attendees created beaded eyeglass holders on April 17th.

Special Events

- "Lego to the Library" float was a huge hit in the Heritage Day Parade, winning second place. Staff members did a great job.
- Earth Day: worm farm program taught children how to make compost worm craft.
- National Library Week: lots of social media posts and TCS students made posters, which are displayed in the Library.
- Bird Village: Staff will bring supplies to make gummy worm pudding cups this Saturday.

Friends of the Library

- National Librarian Day breakfast: Friends brought bagels, fruit, and juice for staff.
- Patrick's Day Bingo: over 40 people came to bingo night on March 17th, winning gift certificates to local businesses.

Statistics

- Total circulation is down slightly but E-Audio circulation is up over last year.
- Funding may impact statistics in the future because State funding cuts will eliminate the current interlibrary loan system. Other educational opportunities may also be cut.

NEW BUSINESS:
Director Morrell and members discussed the Village's change in requirements for board meetings and moving to a quarterly schedule. Member Jenkins moved to approve quarterly meetings to take place in January, April, July, and October, Secretary Avakian seconded the motion, and the members voted unanimously in favor.

OLD BUSINESS: None.

MEMBER COMMENTS:
Member Kost asked Director Morrell if the old-fashioned InterLibrary Loan system would be possible in light of State funding cuts. Director Morrell discussed the possibility of that and the logistics of other libraries having a dedicated department, which may not be possible. Director Morrell also discussed that there may be other funding sources available even if the State pulls all funding. Secretary Avakian commented that Director Morrell's previous suggestion of announcing coming changes to patrons due to funding cuts.

PUBLIC COMMENTS: None.

STAFF COMMENTS: None.

ADJOURNMENT:
Member Kost moved to adjourn meeting, motion seconded by Member Chippas and unanimously approved. Meeting adjourned at 7:18 pm.

Respectfully submitted by Brad Avakian.

VILLAGE OF NORTH PALM BEACH
WATERWAYS ADVISORY BOARD
MEETING MINUTES
TUESDAY, APRIL 22, 2025 @ 5:30 pm
VILLAGE HALL COUNCIL CHAMBERS

1. CALL TO ORDER

   Mr. Michels called the meeting to order at 5:30 P.M.

2. ROLL CALL

   Members Present: Mark Michels, MD., Marty Domenech, George Alger, Bruce Crawford, Jerry Sullivan

   Staff Present: Robyn Lehoux (Executive Assistant),

   Council Liaison: Council Member Kristin Garrison

3. APPROVAL OF MINUTES

   - Motion to approve minutes from March 25, 2025, was not made.

4. PUBLIC COMMENTS

   - None

5. NEW BUSINESS
   - Review topics for the upcoming year
     - Schedule to attend a Council meeting to suggest purchasing a GPS/ Sound/Depth scanner, estimated cost $1000. Prepare for possible dredging.
     - Code Enforcement Updates. Need to schedule and formulate a plan to address waterway concerns.
     - Plan for attendance of the Recreation and Environmental Advisory boards.
       1. Paddleboard vending machine installation near future proposed kayak launch by the North dock.
       2. Mangrove event in the fall.
   - **MOTION by Dr. Michels**, to advise the council to consider purchasing an appropriately inexpensive GPS locating and depth reporting device. Second by Jerry Sullivan.

6. OLD BUSINESS - NONE

7. MEMBER COMMENTS
   - This meeting is Mr. Jerry Sullivan's last meeting; he is resigning.
   - Dr. Michels asks that the board observe the bridge construction meetings. There was discussion of a tunnel.

8. STAFF COMMENTS - NONE

9. ADJOURNMENT

Meeting adjourned at 6:30P.M.

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, May 5, 2025
6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:06pm.

2. Roll Call:
   Present: Karen Marcus, Kendra Zellner, Mary Phillips, Juliette Desfeux, Ellen Allen, and Brian Bartels
   Absent:
   Also Present: Julie Morrell Village Staff, Councilmember Susan Bickel

3. The Minutes of the April 7, 2025, regular meeting was approved.

4. Public Comments –

   a.

5. Community Garden Update- The community garden applications are due in June.

6. Environmental Website- Ed Cunningham revealed the new environmental committees' website, NPBEnvironment.org. All the articles that Kendra creates will be posted on the website, along with all events.

7. Tree Preservation at Parks- At the last meeting Ellen said she would send Ashley a list. Precision has a plan to relocate two mature trees from Community Center and relocate to near the walkway at Anchorage.

8. Volunteer board request- no update.

9. Oyster Project- Kendra and Mary said the event was a success. The next steps are to have the VOGs restrung with new environmentally safe material. Mary advised it will cost about $250 in material to restring about 80 VOGs. Julie will investigate the budget that was set aside for the last year for the Environmental Committee. The committee discussed a sign get installed at the piers that explain what the VOGs are. The Library will likely host the event as part of the kids summer program.

10. Lakeside Park erosion proposal- There is no update. This is currently with council.

11. Wind and Heat Vulnerability Assessment- There is no update. This is currently with council. Julie will request information on the final assessment.

12. Tree preservation permit- Julie will request information.

13. Earth Day- Kendra and Mary said the event was a success. There are leftover trees that can be planted. Julie will connect with Ashley to discuss the planting options.

14. Residential landscape code- no update.

15. Goals for the year- Kendra encouraged everyone to consider how much time they can realistically commit to their goal recommendations, so that large projects don't end up being handled by the same three people every time. Here is the list of goals- Dark sky initiative, bat houses, owl houses, VOGs, Mangrove seeding program, Green Building coalition, trees at the conservatory school, NPB switch to environmentally friendly practices, exotic removal at Anchorage, solar streetlamps, promoting a list of residential recommendations from FPL, stormwater filter SOP technology specifically for the Twin City, address the iguanas, education about cane toads, and letter to businesses promoting alternatives to plastic, plastic straws, and Styrofoam.

16. Speaker Series- We are taking the summer off and looking into the next speaker for November. Kendra recommended rebranding.

17. Previous newsletter was about recycling. The next newsletter about Keeping oysters on seawalls.

18. Member Comment-
    a. Karen wants to have a speaker from water management district to review our concerns regarding the sediment flowing into the Earman from the C17. Karen will speak with Lisa.
19. Staff Comment-
    a.

20. Next meeting- The next meeting will be on June 2, 2025 at 6:00 pm at Anchorage Park.

21. Adjournment- the meeting adjourned at 7:48pm.

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, April 7, 2025
6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:07pm.

2. Roll Call:
   Present: Karen Marcus, Kendra Zellner, Mary Phillips, Juliette Desfeux, Ellen Allen, and Ashley Shipman
   Absent: Brian Bartels
   Also Present:, Councilmember Susan Bickel

3. The Minutes of the March 3, 2025, regular meeting was approved.

4. Public Comments –

   a. Miss North Palm Beach Morgan Sheehan spoke about her dedication to water conservation and expressed her interest in participating in Environmental efforts. She works with a team called Ocean Rescue Alliance. She explained that she had difficulty with getting permits in Palm Beach County with planting coral so she has been working in Broward county.

5. Community Garden Update- Joan from the Community Garden spoke about Garden Fest and Movie in the Park. This Wednesday they will have a potluck. She advised that she needs a permanent address so she can collect mail and donations. Karen recommended just working with Anchorage. Ashley suggested a PO Box so they don't comingle funds. Shawn advised that the Friends of the Library has a locked box at the Library. Ashley and Joan will find a solution that will mirror the Library. Joan also mentioned issues with people stealing food.

6. Tree Preservation at Parks- Mary advised that there were two trees removed inside the storage unit. Ellen recommended a few types of trees/shrubs. Ellen will send Ashley a list. Ashley said that she spoke with Chad about increasing the islands to preserve the tree roots.

7. Volunteer board request- Shawn reached out to Ashley and Olivia. Julie will speak with Ashley to get an update.

8. Oyster Project- Kendra and Mary said the event was a success. The next steps are to have the VOGs restrung with new environmentally safe material. Mary advised it will cost about $250 in material to restring about 80 VOGs. Julie will investigate the budget that was set aside for the last year for the Environmental Committee. The committee discussed a sign get installed at the piers that explain what the VOGs are. The Library will likely host the event as part of the kids summer program.

9. Lakeside Park erosion proposal- There is no update. This is currently with council.

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11. Tree preservation permit- Julie will request information.

12. Earth Day- Kendra and Mary said the event was a success. There are leftover trees that can be planted.

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15. Speaker Series- We are taking the summer off and looking into the next speaker for November. Kendra recommended rebranding.

16. Previous newsletter was about recycling. The next newsletter about Keeping oysters on seawalls.

17. Member Comment-
    a. Karen wants to have a speaker from water management district to review our concerns regarding the sediment flowing into the Earman from the C17. Karen will speak with Lisa.
18. Staff Comment-
    a.

19. Next meeting- The next meeting will be on May 5, 2025 at 6:00 pm at Anchorage Park.

20. Adjournment- the meeting adjourned at 7:17pm.

Village of North Palm Beach
Planning, Zoning and Adjustment Board
MINUTES
Tuesday, May 6, 2025, at 6:30 pm
Village Hall Council Chambers

CALL TO ORDER

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

Roll Call

BOARD MEMBERS PRESENT:
Cory Cross, Chair
Scott Hicks, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Donald Solodar, Member
Claudia Visconti, Member
Dr. Mark Michels, Member

VILLAGE STAFF:
Building Director Valentino Perez,
Attorney, Len Rubin,
Councilmember Lisa Interlandi.
Planning Consultants: Lance Lilly and Alex Ahrenholz, AICP

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

III. Public Comment (Non-Agenda Items)

Chris Ryder (118 Dory Rd) criticized the Council's decision not to reappoint Tim Hullihan, praising Mr. Hullihan s longstanding service and preparation.

IV. Approval of Minutes
April 1, 2025, minutes approved unanimously (7-0).

Board Reorganization
New Chair: Donald Solodar
New Vice-Chair: Jonathan Haigh
Member Solodar offered to be Chairperson. Member Hogarth nominated Member Solodar.
Vice Chair Haigh – nominated by Member Hicks.

V. Declaration of Ex-Parte Communications: NONE
VI. Quasi-Judicial Matters / Public Hearings

A. Site Plan & Appearance Reviews
The Village Attorney swore in all persons speaking.

1. 24 Yacht Club Drive (Ports O'Call)
Paul Damigos, Orion Contracting, explained the nature of the project, which was the restoration of building, switching building colors to white, doors to blue, and rails to white.

Member Dr. Michels motions to approve, Member Haigh seconds - all in favor, none opposed. 7-0

2. 9012 Alternate A1A (Valvoline)

Keyshawn Greaves of Southeastern Lighting Solutions (SLS) explained that the subject application is for signage at a Valvoline Instant Oil Change establishment. He stated that the application was mistakenly approved by Village staff and that his client was subsequently informed it would require approval by the Planning, Zoning, and Adjustment Board.

Member Michels motions to approve, Member Visconti seconds - all in favor, none opposed. 7-0

3. 763 Northlake Blvd (Olive Oil of the World)

Lisa Marder of Sign-a-Rama was present on behalf of the property owner. Mr. Lilly explained to the Board that the subject application was located in the Grace Properties Plaza, which had requested a Master Sign Plan at the April PZAB meeting. Mr. Lilly informed the Board of applicants' sign request. The Village Attorney informed the Board that the application does not meet the sign criteria outlined in the proposed Master Sign Plan, which is also on the agenda.

Ms. Marder explained that the property owner has contractual obligations with the Olive Oil of the World tenant and wishes to accept the proposed sign as submitted.

Mr. Hogarth noted that future signs would differ from the proposed sign, as they would need to comply with the proposed Master Sign Plan. Ms. Marder confirmed that all other tenants would be subject to the new Master Sign Plan.

Member Dr. Michels motions to approve, Member Haigh seconds 5-2, passes. (Member Visconti and Hogarth opposed)

4. 761–771 Northlake Blvd (Grace Properties)

Lisa Marder of Sign-a-rama on behalf of property owner present. Item #4 and #5 were combined for discussion purposes. Ms. Marder explained the contents of the Master Sign Plan. The Board mentioned that the Applicant should consider revising the design of the sign at a later time.

Member Cross motions to approve, Member Haigh seconds - all in favor, none opposed. 7-0

5. 775–779 Northlake Blvd (Grace Properties)

Lisa Marder of Sign-a-Rama on behalf of property owner present. Item #4 and #5 were combined. Ms. Marder explained the contents of the Master Sign Plan. The Board mentioned that the Applicant should consider revising the design of the sign at a later time.

Vice Chair Haigh motions to approve, Member Visconti seconds - all in favor, none opposed. 7-0

6. 661 US Highway 1 (Austin Republic)

Tim Lewzader, Ferrin Signs on behalf of owner. Mr. Lilly explained the nature of the application to the Board and mentioned that the subject property is the former Ruth Chris property. Mr. Hogarth questioned whether there would be any additional changes to the aesthetics of the building and whether the Applicant will be modifying the existing monument sign. Mr. Lilly explained that the Applicant would require Board approval for the aesthetic modifications to the property as well as the future monument sign.

Member Hicks motions to approve, Member Dr. Michels seconds - all in favor, none opposed. 7-0

7. 924 US Highway 1 (Paws and Whiskers)

Erick Johnson, Kauff Signs, explained the nature of the application is to replace a sign from a previous business with a new Paws and Whiskers wall sign. Mr. Lilly mentioned that the application has been reviewed by staff and meets the applicable sign regulations.

Member Haigh motions to approve, Member Cross - all in favor, none opposed. 7-0

8. 1201 US Highway 1 (Brooklyn Water Bagel)

Carl Blomgren, representative of Brooklyn Water Bagel, explained that the request is to change the previously approved color of "Brooklyn" in "Brooklyn Water Bagel" from white to red with a red film. Mr. Hogarth questioned whether Brooklyn Water Bagel is considered a national chain. Mr. Lilly explained that the trademark documentation does not specify any particular colors, thus requiring Board review of the sign request.

Member Cross motions to approve, Vice Chair seconds - all in favor, none opposed. 7-0

9. 1300 US Highway 1 (Our Lady of Florida)

George Gentile, 2GHO Landscape Architecture and Planning on behalf of owner, explained that the subject request is to include air conditioner units and new landscaping to screen it from public view. The Board questioned whether the air condition units would meet the necessary FEMA and flood regulations. Mr. Gentile mentioned that the air conditioning units will be mounted on platforms to meet the necessary flood elevations.

Member Haigh motions to approve, Member Visconti seconds - all in favor, none opposed. 7-0

10. 420 US Highway 1 (Shops at Village Square)

Mr. Ahrenholz provided a staff presentation regarding a variance request for the property located at 420 U.S. Highway 1. He explained that the applicant is requesting three (3) sign variances. Staff recommended denial of the request, as it was determined that the application does not meet the hardship criteria required for a variance.

Mark Weber of Preferred Signs, representing property owner Michael Saba, explained that the variance request is driven by a lack of visibility for tenants located at the rear of the plaza.

Board members expressed that they could not support the requested variance. However, they encouraged staff to work with the applicant to explore alternative solutions for signage and improved visibility for the plaza. They also suggested that this issue be considered during the development of the proposed sign code currently in progress.

Public Comment:

Deborah Cross, 2560 Pepperwood Circle, describes several buildings along US 1 that have multi-tenants and do not have multi-tenant signs.

Member Cross motions to deny, Member Hogarth seconds - all in favor, (Mr. Haigh 6-1 opposed)

Commission Member Comments

Member Visconti requested additional graphics in the PowerPoint presentations given to the Board. Member Hogarth also suggested reducing the amount of documentation submitted in the site plan and appearance applications. Staff confirmed that going forward the presentations will include more material for the Board and the applications will be consolidated. Member Hogarth questioned long-term planning service contracts (Chen Moore).

Staff Updates

Next Meeting: June 3, 2025

Adjournment

Meeting adjourned at **8:06 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 Zoning and Adjustment Board. Due to the nature of governmental duties and responsibilities, the Planning Zoning and Adjustment Board reserves the right to make additions to, or deletions from, the items contained in this agenda.

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: June 12, 2025

SUBJECT: **ORDINANCE 2nd 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, 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.

At its May 22, 2025, regular session, the Village Council adopted the Ordinance on first reading by a unanimous vote.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and adoption on second and final 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.

ORDINANCE NO. 2025-___

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

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

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

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

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

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

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

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

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

ARTICLE III. – DISTRICT REGULATIONS

* * *

Sec. 45-32.1. C-T transitional commercial district.

* * *

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

	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.

* * *

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.

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

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

PLACED ON SECOND, FINAL READING AND PASSED THIS___ DAY OF _____ _____, 2025.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

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)

Business Impact Estimate

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Village hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. **Summary of the proposed ordinance**: The proposed Ordinance updates the table of permitted, special exception, and prohibited uses within the C-T Transitional Commercial Zoning District.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village**:
(a) There is no direct impact on private, for-profit businesses;
(b) There are no new charges or fees imposed by the Ordinance; and
(c) There are no new regulatory costs.

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance**: None.

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Valentino Perez, Building Director

DATE: June 12, 2025

SUBJECT: **Comprehensive Plan Amendment (EAR) Second Reading of Ordinance – AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO IMPLEMENT ITS EVALUATION AND APPRAISAL REPORT; ADOPTING A NEW INTRODUCTION SECTION AND EVALUATING AND MONITORING SECTION; AMENDING THE FUTURE LAND USE ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENT ELEMENT, THE INFRASTRUCTURE ELEMENT, THE HOUSING ELEMENT, THE ANNEXATION ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; ADOPTING A REVISED AND UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

In January 2024, the Village notified the Florida Department of Commerce of its intent to prepare an Evaluation and Appraisal Review (EAR)-based amendment to its Comprehensive Plan pursuant to Section 163.3177, Florida Statutes. The amendment was structured around four (4) thematic sections and would update the existing Goals, Objectives, and Policies (GOPs) as well as the Data and Analysis (D&A):

- People and Places (Future Land Use, Annexation, Housing)
- Well-Maintained and Efficient Infrastructure (Transportation, Capital Improvement, Infrastructure)
- Attractive and Environmentally Friendly Community (Conservation, Coastal Management, Recreation and Open Space)
- Responsible and Accessible Government (Intergovernmental Coordination, Property Rights, Evaluation and Monitoring)

The Village contracted Chen Moore and Associates (CMA) to prepare a new Introduction Element as well as the People and Places and Well-Maintained and Efficient Infrastructure portions, which include the following elements:

- Future Land Use
- Annexation
- Housing
- Transportation
- Capital Improvement

- Infrastructure

Meanwhile, JMortion Planning and Landscape Architecture was contracted to prepare the Attractive and Environmentally Friendly Community portion, which includes the following elements:

- Conservation
- Coastal Management
- Recreation and Open Space

The final three elements, Intergovernmental Coordination, Property Rights, and Evaluation and Monitoring, were prepared by former Community Development staff.

The format for the GOPs is underline and strike-through. The underline represents language to be added and strike-through represents language to be removed. The Introduction and Evaluation and Monitoring sections are new so the entire sections will be underlined. Meanwhile, the Data and Analysis sections for each Element are located in the second document that is also part of the EAR-based Comprehensive Plan amendment initiative.

Throughout the process, there has been extensive public participation and engagement with stakeholders regarding the proposed updates. The Village hosted two public workshops with the Planning, Zoning, and Adjustment Board (PZAB) on June 4 and July 2, 2024. The goal of these workshops was to provide information on each element and receive feedback from the Board.

On August 6, 2024, the PZAB, sitting as the Local Planning Agency (LPA), recommended approval of the proposed Comprehensive Plan amendment. Following the LPA's recommendation, the project team conducted individual meetings with each member of the Village Council. These meetings were held during the weeks of August 26 and September 9, 2024.

On November 7, 2024, the Village Council adopted the ordinance on first reading by unanimous vote and authorized transmittal of the proposed Comprehensive Plan Amendment. The project team submitted the subject documents to the State Land Planning Agency (Florida Department of Commerce) and other reviewing agencies on November 15, 2024.

On January 17, 2025, the Department of Commerce issued the Objections, Recommendations, and Comments (ORC) Report to the Village. Pursuant to Section 163.3184(4)(e)(1), Florida Statutes, the ***second public hearing must be held within 180 days of receipt of the ORC report (or by July 16, 2025)***. In addition to the Department of Commerce, the Treasure Coast Regional Planning Council (TCRPC), the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD) also submitted comments and recommendations (see ORC report).

On January 30, 2025, the Village's consultants met with Stephanie Heidt of TCRPC to address the agency's comments and recommendations. Based on those discussions, Village staff and consultants revised the amendment to incorporate applicable feedback. Village staff also met with Seacoast Utility Authority (SUA) on February 5, 2025.

On March 7, 2025, the Village submitted updated documents for a courtesy review to the Department of Commerce (see courtesy review). On May 15, 2025, a final coordination meeting was held with James Stansbury, Donna Harris, Jon Coulter, and Keith Davie from the Department of Commerce. The subject documents considered for the adoption hearing (Second Reading) incorporate changes responding to the ORC report. Please note that the newly proposed language is shown in red font and underlined.

As required by Section 163.3184(4)(e)(2), Florida Statutes, the Village must transmit the full amendment package—along with supporting data and analysis—to the Florida Department of Commerce within ***ten (10) working days*** after the adoption hearing.

Recommendation:

Village Staff requests Village Council consideration and approval on second and final reading of the attached Ordinance approving the Village's EAR Comprehensive Plan Amendments, including an update to the Water Supply Plan, as required by Chapter 163, Florida Statutes.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO IMPLEMENT ITS EVALUATION AND APPRAISAL REPORT; ADOPTING A NEW INTRODUCTION SECTION AND EVALUATING AND MONITORING SECTION; AMENDING THE FUTURE LAND USE ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENT ELEMENT, THE INFRASTRUCTURE ELEMENT, THE HOUSING ELEMENT, THE ANNEXATION ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; ADOPTING A REVISED AND UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires that each local government prepare a Comprehensive Plan in compliance with the Community Planning Act, as amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government adopt an Evaluation and Appraisal Report ("EAR") every seven years assessing the local government's progress in implementing the Comprehensive Plan; and

WHEREAS, having conducted a thorough review and assessment, the Village wishes to amend its Comprehensive Plan to implement its EAR and adopt new Introduction and Evaluation and Monitoring sections, as well as update each of the current elements of the Comprehensive Plan; and

WHEREAS, the Village further wishes to update its Water Supply Facilities Work Plan based on the South Florida Water Management District's Lower East Coast Water Supply Plan; and

WHEREAS, the Village's Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, conducted a duly advertised public hearing on August 6, 2024, to consider the proposed EAR-based amendments to the Village's Comprehensive Plan; and

WHEREAS, having conducted each of the advertised public hearings required by Chapter 163, Florida Statutes, the Village Council wishes to adopted the EAR-based amendments to its Comprehensive Plan, including the Water Supply Plan update, and determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents and property owners of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby adopts the revisions to the Village of North Palm Comprehensive Plan attached hereto as Composite Exhibit "A" and incorporated herein, including new

Introduction and Evaluation and Monitoring sections, as well as revisions to the Future Land Use Element, the Conservation Element, the Coastal Management Element, the Recreation and Open Space Element, the Intergovernmental Coordination Element, the Capital Improvement Element, the Infrastructure Element, the Housing Element, the Annexation Element, and the Property Rights Element. For existing elements, additional language is underlined and deleted language is ~~stricken through~~. The Village Council further adopts a revised and updated Water Supply Facilities Work Plan as referenced in the Infrastructure Element, a copy of which is attached hereto as Exhibit "B" and incorporated herein, with additional language underlined and deleted language ~~stricken through~~.

Section 3. Village Administration is directed to transmit the EAR-based Comprehensive Plan Amendments to the Florida Department of Commerce and all other units of government and government agencies as required by Section 163.3184(4), Florida Statutes.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Ordinance shall become effective pursuant to the notice of intent issued by the state land planning agency (Florida Commerce). If timely challenged, this Ordinance shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the Comprehensive Plan amendment to be in compliance

PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.

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

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

January 17, 2025

The Honorable Susan Bickel
Mayor, Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, Florida 33408

Dear Mayor Bickel,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Village of North Palm Beach (Amendment No. 24-01ER), which was received on November 15, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection. We are also providing two comments. The comments are offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to section 163.3184(4)(e)2., F.S.**

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

FloridaCommerce staff is available to assist the Village to address the objection and comments. If you have any questions related to this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email at Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/sr

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Caryn Gardner-Young, Community Development Director, Village of North Palm Beach
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

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Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
Village of North Palm Beach, Amendment 24-01ER

The Florida Department of Commerce (FloridaCommerce) has identified an objection and two comments regarding the Village of North Palm Beach's proposed comprehensive plan amendments. The objection and comments are provided below, along with recommended actions the Village could take to resolve issues of concern. If the Village adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the Village to address the objection and comments.

1. **Objection 1 (Comprehensive Plan Update):** The proposed Amendment 24-01ER does not update the Village's Comprehensive Plan, based on relevant and appropriate data and analysis, to comply with statutory requirements relating to the Village's planning periods.

Chapter 2023-31, Laws of Florida, modified section 163.3177(5)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods. The proposed Amendment 24-01ER does not update the adopted portions of the Comprehensive Plan to expressly state the planning periods. The applicable 10-year and 20-year long-term planning periods should be 10 and 20 years from the anticipated adoption of Amendment 24-01ER.

The proposed Amendment 24-01ER does not update the Village's Comprehensive Plan Infrastructure Element to address the required planning periods, based upon relevant and appropriate data and analysis, consistent with the requirements of section 163.3177(1)(f), F.S., which requires that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. The proposed Amendment 24-01ER update to the Comprehensive Plan is not based upon relevant and appropriate data and analysis of sanitary sewer facilities addressing the following for the required updated planning periods: (1) current and projected demand upon sanitary sewer facilities based upon relevant and appropriate population estimates and projections, (2) current and projected designed capacity of sanitary sewer facilities, (3) current and projected operating levels of service of sanitary sewer facilities, (4) identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of sanitary sewer facilities, and (5) coordination of any needed improvements within the Capital improvements Element.

Statutory Authority: Sections 163.3177(1)(f), 163.3177(2), 163.3177(3)(a)2., 163.3177(5)(a), 163.3177(6)(c), 163.3184(4) and 163.3191, F.S.

Recommendation: The Village must revise the Amendment to ensure the Plan contains at least two planning periods in accordance with the requirements set forth by section 163.3177(5)(a), F.S. The necessary updates must also be based upon relevant and appropriate data and analysis. The Plan must include one planning period to cover at least the first 10-year period occurring after the plan

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amendment adoption and another planning period must cover at least a 20-year period. The Village should revise proposed Amendment 24-01ER to be based upon relevant and appropriate data analysis of sanitary sewer facilities for the planning periods.

2. Comment (Septic System Conversion to Central Sanitary Sewer System Service): The proposed Amendment 24-01ER is not consistent with the requirements of Section 163.3177(6)(c)3., F.S. Chapter No. 2023-169 amended Section 163.3177(6)(c)3., Florida Statutes (F.S.), to require the Infrastructure Element to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and timeline for construction of the sanitary sewer system) that could receive the sanitary sewer flows after connection. Section 163.3177(6)(c)3., F.S., requires that each comprehensive plan must be updated to include the required element by July 1, 2024, and as needed thereafter to account for future applicable developments. The proposed Amendment 24-01ER does not include the information required by Section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element. In addition, please see the enclosed comments (letter dated December 13, 2024) from the Florida Department of Environmental Protection (FDEP). The Village should coordinate with FDEP and revise the amendment to include the information required by Section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element.

3. Comment (Future Land Use Intensity Standards): The proposed Amendment 24-01ER is not consistent with the requirements of sections 163.3177(1) and 163.3177(6)(a)1., F.S., which provide that a future land use category must include meaningful and predictable standards for the intensity of use for non-residential land uses. The proposed Amendment 24-01ER to the Future Land Use Element (Policy 1.1.3 and Table FLU-1) does not establish meaningful and predictable standards for the maximum intensity of non-residential uses allowed within the following future land use categories: *Public Buildings & Grounds* and *Other Public Facilities*. The Village should revise the future land use categories to establish meaningful and predictable standards for the maximum non-residential intensities of land use.

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://fldeo.my.salesforce-sites.com/cp/***) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

Harris, Donna

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, December 13, 2024 5:07 PM
To: DCPexternalagencycomments
Cc: Plan_Review
Subject: [EXTERNAL] - North Palm Beach 24-01ER Proposed

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

To: Donna Harris, Senior Plan Processor, Florida Commerce Bureau of Community Planning and Growth

Re: North Palm Beach 24-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

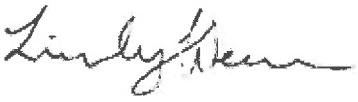
Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction. However, the Department offers the following technical assistance regarding consistency with s. 163.3177, F.S.:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the schedule of capital improvements, any county or municipality with a BMAP within its jurisdiction must include a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP (s. 163.3177(3)(a)4.b, F.S.)
- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the Village of North Palm Beach has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the Village must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the potential noncompliance with s. 163.3177, F.S.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



Harris, Donna

From: Ragsdale, David <dragsdal@sfwmd.gov>
Sent: Monday, December 09, 2024 2:54 PM
To: Gardner-Young Caryn
Cc: Harris, Donna; Stansbury, James; Stephanie Heidt (sheidt@tcrpc.org); tlanahan@tcrpc.org; DCPexternalagencycomments
Subject: [EXTERNAL] - Village of North Palm Beach, DOC #24-01ER Comments on Proposed Comprehensive Plan Amendment Package

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Ms. Gardner-Young:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the Village of North Palm Beach (Village). The package includes an EAR-based amendment, which also includes the Village's updated Water Supply Facilities Work Plan. The District provides the following comments under Section 163.3184(3)(g), Florida Statutes (F.S.). The
important state resource impacted by this amendment is regional water supply. The following District comments should be addressed before final adoption of the amendment:

Water Source Identification
Page 22 of 25 of the Work Plan indicates Seacoast Utility Authority presently withdraws raw water from 3 Floridian Aquifer wells. However, District staff has determined there are 5 Floridian Aquifer wells operational under the Seacoast Water Use Permit 50-00365-W, instead of the 3 indicated in the section. This section should be revised with the correct number of FAS wells operational under Permit 50-00365-W.

District staff are available to meet by teleconference or in person to go over the comments above and to discuss possible solutions and options to resolve the comments. Please contact me if you have any questions, need additional information, or would like to arrange a meeting at dragsdal@sfwmd.gov. The District requests that the Village forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov.

Kind regards,

David Ragsdale
Policy and Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
Office: 561-682-6715 Cell: 850-572-3176
dragsdal@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406

Revision: _____

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 4B_

From: Staff

Date: December 13, 2024

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Village of North Palm Beach Comprehensive Plan
Amendment No. 24-01ER

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Village of North Palm Beach was received on November 14, 2024 and contains amendments to the Future Land Use, Annexation, Housing, Transportation, Capital Improvements, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Property Rights elements of the Village's comprehensive plan; updates to the map series; new Introduction and Responsible and Accessible Government sections; updates to the data and analysis support documents; and updates to the Village's Water Supply Facilities Work Plan. This report includes a summary of the proposed amendments and Council comments.

Summary of Proposed Amendments

The proposed amendments are based on the Village's Evaluation and Appraisal Review (EAR). The purpose of the EAR is to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated and to address issues of local concern. Due to the amount of amendment materials, the proposed amendments are included on Council's website as a supplement. The following summarizes the proposed amendments:

Introduction

An introduction has been written that covers the Village's history, the comprehensive plan, definitions, and acronyms.

Future Land Use Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a new Goal 1.0 regarding the provision of sustainable development and redevelopment
- Remove outdated text and references
- Revise a policy related to the Village's Land Development Regulations
- Update Table FLU-1 which cross-references the future land use designations to the zoning districts allowed under those designations and shows maximum density and intensity
- Add a policy to state that all proposed development shall be compatible with adjacent land uses and consistent with the property's land use designation and zoning district
- Add an objective and underlying policies related to encouraging sustainable infill development and redevelopment that protects the quality of life, character, and identity of the Village
- Add an objective and underlying policies related to encouraging the protection and enhancement of the tree population
- Delete references to the Future Land Use Classification System

Annexation Element
The proposed amendments:

- Delete the introduction for the element
- Clarify the Annexation Area boundaries
- Add policies to indicate the Village will coordinate annexations with Palm Beach County and neighboring communities

Housing Element
The proposed amendments:

- Delete the introduction and revise the goal statement for the element
- Add policies that:
    - eliminate blighting influences in residential area
    - improve substandard housing conditions
    - provide adequate buffers from incompatible non-residential uses
    - promote design of complete and well-structured neighborhoods
    - require new development to respect and respond to existing physical characteristics that contribute to the overall character and livability of the neighborhood
    - protect the character and integrity of the residential neighborhoods
    - prepare neighborhood plans that enhance the quality of life of the residents
    - encourage historic preservation
    - encourage structural and aesthetic improvements to existing homes
    - evaluate the safety and structural integrity of buildings
- Add policies related to coordination with the County and agencies to address the housing crisis and allow a variety of housing types and options at all levels of affordability

- Delete a policy related to foster care and group home facilities
- Delete a policy related to the private sector delivery process

Transportation Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Revise Objective 1.1 by removing individual projects and indicating existing roadway deficiencies will be corrected by implementing projects outlined in the Village's Capital Improvements Plan
- Update roadway classifications
- Update an objective and add policies related to strategies to reduce greenhouse gas emissions, support Transit Oriented Development, encourage alternative modes of transportation, and promote the use of safe and accessible means of transportation
- Update an objective and policies related to coordination and support of public transit systems
- Add a new objective and underlying policies indicating the Village will use the Complete Streets network model when considering mobility and accommodating all users
- Delete references to the Future Transportation Map Series and table showing the generalized level of service D Maximum Volumes

Capital Improvements Element
The proposed amendments:

- Delete the introduction for the element
- Revise references to a Capital Improvements Coordinating Committee and name the Village Manager, Finance Director, and operating department head as being responsible to evaluate and rank projects
- Revise Objective 1.3 to remove the definition of proportionate costs as 100% of the amount necessary
- Add a policy that requires developers to provide an economic analysis for level of service for a period of 25 years
- Revise a policy to indicate that the Capital Improvements Schedule will be approved by the Village Council via ordinance
- Update the table for public facility level of service standards
- Remove references to Public School Concurrency Element

Infrastructure Element
The proposed amendments:

- Delete the introduction for the element
- Add a policy that requires developers to provide an economic analysis for level of service for a period of 25 years
- Add a policy to indicate the Village will protect the community's health and environment by reducing reliance on septic tanks and encouraging more sustainable and effective wastewater management solutions
- Update the level of service standards table
- Add policies related to implementing a stormwater utility fee and evaluating stormwater infrastructure

- Delete a policy related to the Village requiring low volume fixtures

Coastal Management Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a goal to state that the Village will protect human life and the environmental habitat and limit public expenditures in areas subject to destruction by natural disasters
- Add a policy related to coordination with the County to support the implementation of the Lake Worth Lagoon Management Plan
- Revise an objective to indicate the Village will continue participation in the County's Comprehensive Emergency Management Plan
- Add an objective and underlying policies related to creating a Coastal Planning Area to identify specific properties located within a flood zone that are at-risk from natural disasters

Conservation Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a goal to ensure the conservation and appropriate use of minerals, soils, and native vegetative communities
- Delete a policy related to the Village's participation in the county-wide effort to require all gas station pumps be equipped with vapor recovery system
- Revise a policy to indicate the Village will adopt the South Florida Water management District's mandatory year-round landscape irrigation conservation measures
- Add a policy that all new development and substantial redevelopment shall utilize at least 50% native plant material when providing required landscaping
- Delete a policy related to the Village providing for management of hazardous wastes
- Revise a policy to indicate the Fire Rescue Department will be responsible for hazardous substance clean up, removal and/or abatement
- Add a policy related to coordination with Seacoast Utility Authority for water supply planning
- Add a new objective and underlying policies related to encouraging and promoting green design techniques for new development, redevelopment, and infill projects

Recreation and Open Space Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a policy stating the Village will investigate development of a Parks Master Plan
- Add policies related to ensuring maintenance of park facilities
- Revise a policy to define the level of service standards for parks
- Add an objective to identify and assess opportunities for enhanced youth sports activities
- Add an objective and policy related to maintaining the North Palm Beach County Club for the public and considering the creation of a strategic plan to identify fiscal and operational sustainability of the facility

Intergovernmental Coordination Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a goal to improve governmental efficiency and effectiveness and resolve conflicts and incompatibilities through cooperation, communication, and flexible relationships between the Village and all other governmental organizations which share common interests and issues
- Revise a policy to indicate that if the Village and another municipality cannot devise the means to jointly mitigate perceived adverse impacts, the Village will initiate a request for mediation services offered by the Treasure Coast Regional Planning Council
- Revise a policy to indicate the correct name of the Palm Beach County Intergovernmental Plan Amendment Review Committee
- Revise a policy to indicate the correct name of the Palm Beach County Issues Coordination Forum
- Remove policies related to the Village's participation in the Northlake Boulevard Corridor Task Force and the Lake Worth Hike/Bike Trail Task Force
- Add a policy to indicate the Village will coordinate adopted solid waste level of service standards with Palm Beach County and the Solid Waste Authority
- Add a policy that the Village will utilize the University of Florida's Bureau of Economic and Business Research data for population projections for comprehensive planning
- Add a policy that the Village will provide data to Palm Tran for effective implementation of their services
- Add a Policy that the Village will abide the by the interlocal agreement with the School District of Palm Beach County
- Add a policy that the Village will continue to coordinate with Palm Beach County staff for the provision of countywide services
- Delete a policy related to disputes between the Village and a regulatory agency regarding the location of a dredge disposal site

Property Rights Element
The proposed amendments:

- Delete the introduction and goal statement for the element
- Add a goal that the Village will make planning and development decisions with respect for property rights
- Add a policy that the Village will endeavor to balance judicially acknowledged and constitutionally protected rights of property ownership with the obligations and responsibility of each property owner to the shared aspirations, goals, and sense of community that the residents of the Village value and desire to preserve

Responsible and Accessible Government Element

This is a new element that provides a framework for the Village's evaluation and monitoring procedures. Areas include citizen participation; baseline data and measurable objectives; evaluation of goals, objectives, and policies; identification of obstacles/problems; and continuous monitoring.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

The proposed amendments were provided to the Palm Beach County Intergovernmental Plan Amendment Review Committee Clearinghouse Coordinator on July 15, 2024. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, Council offers the following for consideration prior to adoption of the amendments:

1. Policy 1.2.1 in the Intergovernmental Coordination Element reference the Transportation Planning "Authority," this should be the Transportation Planning "Agency."
2. In the Property Rights Element, the language has been changed from indicating that the Village will ensure the property rights are considered in "local decision making," to "planning and development decisions." Consistent with other reviews by FloridaCommerce, the intent of the legislation mandating inclusion of a property rights element was to ensure that all decision making considers property rights. The Village should replace the language in Goal 1 to reflect all decisions, and not just planning and development decisions, will protect individual property rights.
3. Vehicular and pedestrian interconnections between adjacent parcels provides a good way to improve transportation efficiency, reduce vehicle trips on the roadway network, and enhance resident convenience. The Village should consider adding a policy to Objective 1.8 or expanding Policy 1.8.2 in the Transportation Element calling for the provision of vehicle and pedestrian cross access connections with new development and redevelopment.
4. So that residents of the Village can have greater proximity to more commuter options, the Village should consider revising Objective 1.4, Policy 1.4.5 or Objective 1.9, Policy 1.9.2 in the Transportation Element to call for the extension of Tri-Rail service northwards to Jupiter, Palm Beach Gardens, and Lake Park. In addition, Objective 1.10, Policy 1.10.6 could be clarified by adding a mention of Tri-Rail.
5. The Village is to be commended for the clear and firm commitment to coordinating school planning expressed in Objective 1.3, Policy 1.3.7 in the Intergovernmental Coordination Element.

Recommendation

Council should approve this report and authorize its transmittal to the Village of North Palm Beach and FloridaCommerce.

Council Action

The next scheduled Council meeting is January 17, 2025. To avoid unnecessary delay and meet the 30-day agency review deadline, Council's Executive Director, Thomas J. Lanahan, approves this report and authorizes its transmittal to the Village of North Palm Beach and FloridaCommerce.

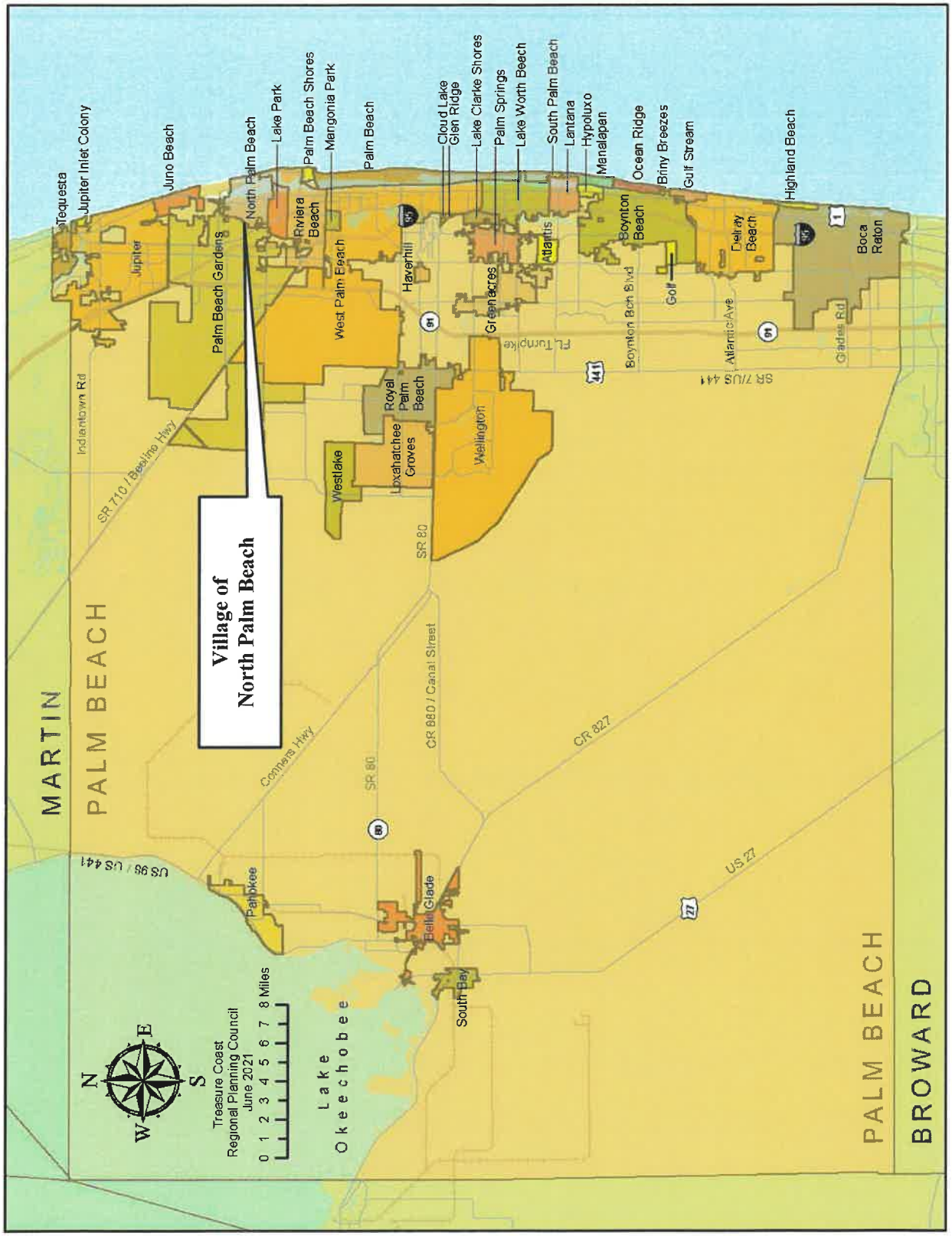
This report will be brought to the Council board at the January meeting at which time Council comments and recommendations, if any, will be forwarded to the Village of North Palm Beach and FloridaCommerce.

Attachments

List of Exhibits

Exhibit	
1	General Location Map

Exhibit 1
General Location Map



Village of North Palm Beach

Comprehensive Plan

Goals, Objectives, and Policies

2024

North Palm Beach, FL

www.village-npb.org

TABLE OF CONTENTS

Policy Document: Goals, Objectives, & Policies

Comprehensive Plan Elements	Page Number
0. Introduction	TBD
1. Future Land Use	TBD
2. Transportation	TBD
3. Housing	TBD
4. Infrastructure	TBD
5. Coastal Management	TBD
6. Conservation	TBD
7. Recreation & Open Space	TBD
8. Intergovernmental Coordination	TBD
9. Capital Improvement	TBD
10. Annexation	TBD
11. Private Property Rights	TBD
12. Map Series	TBD

History

The Village of North Palm Beach has a rich history. Florida was originally inhabited by the Timucua, Apalachee, AIS, and Tekeste native American tribes. The Spanish ruled from 1513-1764, and the British until 1783.

In 1892, a warranty deed was issued to Albert Sawyer for the area that would become Lake Park, then known as Kelsey City/Silver Beach on the condition that he would improve or sell the land by 1907. In 1903, Mr. Sawyer passed away and the land was trusted to his son. Following the death of Mr. Sawyer, the deadline was extended from 1907 to 1927.

In 1919, the Kelsey family purchased 14 miles of ocean- and lakefront property between Miami and Jupiter, including 100, 000 acres which later included Kelsey City/Lake Park and North Palm Beach. They also purchased the Florida East Coast Canal (part of the intracoastal waterway) and operated it as a toll highway: a chain across the canal stopped boats for fee collection. The Park Bridge over the canal was completed in 1926.

In 1954, John D. MacArthur purchased 2,600 acres of land in northern Palm Beach County for $5.5 million. The newly purchased land would eventually become the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens, and the Town of Palm Beach Shores. MacArthur, who was not interested in developing the area, sold the land to Herbert and Richard Ross. They developed the mangrove swamps and farmland which eventually became the Village of North Palm Beach. At the time, the Village was bounded by Monet Road and Johnson Dairy Road to the north and south, and US 1 and Prosperity Farms Road to the east and west.

In 1956, the Village was incorporated into Palm Beach County. Further development included extensive dredging to create waterfront cul-de-sacs, and Lighthouse Drive, which connected Old Dixie Highway to US Highway 1, the main civic corridor. In 1963, the Village opened the publicly owned and -operated North Palm Beach Country Club.

From 1981 through 2004, the Village experienced an increase in residential development, including Northlake Condominiums, Governor's Pointe, Seamark, Marina Bay, Southwind Circle, River's Landing, Harbor Isles, Sanctuary Cove, and Prosperity Harbor.

In 1989, John D. MacArthur Beach State Park was established, making it the only state park in Palm Beach County. MacArthur provided the State of Florida with the resources for obtaining the land and donated funds to help develop the park. The park was established to protect the undistributed subtropical coastal habitat from development.

Over the years, the Village has continued to grow and expand its boundaries through annexation to accommodate population growth.

Comprehensive Planning in the Village and the State

The Village of North Palm Beach Comprehensive Plan (Plan) has been developed and amended pursuant to the requirements of Chapter 163, Florida Statutes (F.S.), the "Community Planning Act", and the requirements of Florida Administrative Code (F.A.C.).

In 2011, the State of Florida Legislature made significant changes to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the Community Planning Act. The new legislation shifts oversight of development from the State to local governments, while retaining the state final determination over those development plans that affect

regions or sensitive land considered "areas of critical state concern." Therefore, giving more control to the local jurisdictions in overseeing and directing their future growth.

The Plan is also required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), along with other state and federal requirements. It provides the Village with long-term direction through goal statements as well as short-term objectives and policies to guide implementation efforts.

In addition to the guidelines set forth in Chapter 163, F.S., community specific concerns have been targeted within the Goals, Objectives, and Policies section of each of the Comprehensive Plan elements. Many of these objectives and policies go beyond the legislative requirements and are indicative of the Village's evolution and needs since the comprehensive plan was adopted by the Village of North Palm Beach. This chapter requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process.

Definitions for Goals, Objectives, and Policies are provided in the Definitions section of this document. It is important to recognize that Goals, Objectives, and Policies of the Plan should be applied within the context of the overall intent of the Plan.

As a part of this process, municipalities are required to monitor numerous community characteristics relating to development, provision of services, environmental protection, and governmental activities. To comply with that process, the Village of North Palm Beach Comprehensive Plan is comprised of the following Elements:

Future Land Use
Transportation
Housing
Infrastructure
Conservation
Coastal Management
Recreation and Open Space
Annexation
Intergovernmental Coordination
Capital Improvement
Property Rights

Purpose of the Comprehensive Plan

The Comprehensive Plan provides a framework for the Village and provides a guide for the future actions of the community. The purpose of the North Palm Beach Comprehensive Plan is to establish a vision for the Village and determine long-range goals, objectives, policies, and standards for the management of growth and the provision of services. The Plan is intended to provide general guidelines for establishing more specific standards, regulations, procedures, and programs. For example, the Land Development Regulations (LDRs), Strategic Plan, Citizen's Master Plan, and all other related plans derive from Goals, Objectives, or Policies indicated within the Comprehensive Plan.

Sustainability

The goal of the Village's Plan is to create a sustainable community to ensure that adequate resources are available for future generations. The Village seeks to support its business community and enhance the quality of life for all residents by preventing pollution,

encouraging affordable housing, promoting revitalization, redevelopment, and neighborhood stabilization, maximizing conservation, pursuing historic preservation, promoting efficiency, and developing local resources.

Sustainability also requires that development and redevelopment in the Village be coordinated with public investments in alternative transportation modes, which will enable the Village to accommodate the projected population, allow for expanded economic and cultural activity and strive to create a community where live, work, play and learn become part of the daily life of residents and visitors.

Implementation of the Plan

This section includes the different aspects related to the implementation of the Plan, including rules of interpretation, definitions and acronyms, and the process to amend the Plan, including the Evaluation and Appraisal Review. Chapter 163, F.S. sets forth General Requirements for local government comprehensive plans. Procedural Requirements established by the Florida Statutes include adoption, submission and transmittal criteria for the adoption and amendment of Comprehensive Plans. Specific procedures are established by the Department of Commerce, consistent with the procedural requirements in the Florida Statutes.

Planning Horizon

The Village of North Palm Beach Comprehensive Plan includes a 10-year and 20-year planning horizon.

Amendments to the Comprehensive Plan

The process for amending the Comprehensive Plan shall be guided by the provisions of Florida Statutes Chapter 163, the Administrative Rules implementing it and in accordance with the provisions herein. Proposed amendments to the Village's Comprehensive Plan are also subject to the following requirements as established in Sec 21-01 of the Village Code of Ordinances.

Comprehensive Plan and Future Land Use Map

The comprehensive plan and future land use map "FLUM" of the Village of North Palm Beach are the official statements of policy of the Village with regard to the use and development of land within the Village. All use or development of land undertaken pursuant to these regulations shall be consistent with the comprehensive plan, the future land use map, and the Palm Beach County Land Use Map.

Department for Community Development

The Department for Community Development coordinates the comprehensive review and approval process of all development within the Village of North Palm Beach. The department, through its Planning and Zoning Division, is also responsible for the implementation, administration, and interpretation of the Land Development Regulations (LDR).

Procedure for the Comprehensive Plan Evaluation and Appraisal

Before the current Evaluation and Appraisal Review process, previous statutory requirements called for an Evaluation and Appraisal Report to analyze and assess comprehensive plans, and to provide recommendations that would result in corrective amendments to the adopted comprehensive plans.

The Village of North Palm Beach Comprehensive Plan was previously updated on three (3) occasions, in accordance with the Evaluation and Appraisal Report (EAR) requirements of the Florida Statutes. The first EAR was adopted on January 20, 1998. The second EAR was conducted in 2008 and adopted on October 20, 2009. Corrective amendments were made to the Comprehensive Plan in subsequent amendment rounds. In 2021, the third EAR was conducted to implement the Property Rights Element of the Comprehensive Plan per F.S.

Current requirements pursuant to Chapter 163, F.S., provide that each local government in Florida periodically prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan. At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, the Village must determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last comprehensive plan update.

The procedures and requirements for the new Evaluation and Appraisal Review process are detailed in Chapter 163, F.S. In preparing the periodic evaluation and appraisal of the Comprehensive Plan, the Village shall, at minimum, evaluate the Plan to determine if amendments are necessary to reflect changes in State requirements since the last update of the Plan. The Village shall also notify the State as to its determination, and shall, within one year of the evaluation and appraisal of the Plan, prepare and transmit any identified amendments to the State for review.

The State continues to encourage local governments to conduct periodic comprehensive assessments of comprehensive plans to respond to changes in local circumstances. Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions. The Village of North Palm Beach decided to conduct a comprehensive review and evaluation of its current comprehensive plan, including updates reflecting changes in state requirements.

As part of the subject Comprehensive Plan update, in-depth reviews were conducted to identify and evaluate necessary amendments to the Plan including meetings with the following agencies:

- Solid Waste Authority, Seacoast Utility Authority;
- Florida Department of Transportation;
- Palm Beach County Library and Planning Divisions;
- Palm Beach Transportation Planning Agency;
- Friends of MacArthur State Park; and,
- Palm Beach County Sports Commission.

The Community Development staff provided critical guidance and feedback to prepare the subject Plan. Also, other pertinent Village departments contributed with their technical expertise to complete the Plan. Two (2) workshops, which took place on June 4, 2024, and July 2, 2024, were held with the Planning & Zoning and Adjustments Board (PZAB). Subsequently, hearings were held with the PZAB (Local Planning Agency-LPA) for a recommendation of approval, followed by a meeting with the Village Council for the Transmittal Hearing.

Guidelines for Plan Interpretation

In the interpretation of the provisions of this Comprehensive Plan, the following guidelines shall apply unless the context clearly indicates otherwise.

In the interpretation and application of the Comprehensive Plan, its Goals, Objectives, and Policies shall be held to be the minimum requirements necessary to accomplish the stated purpose and intent of this Comprehensive Plan. The Comprehensive Plan shall be construed broadly to accomplish the purpose and intent of the Plan.

Tense and Number

Unless the obvious construction of the wording indicates otherwise: words used in the present tense can include the future; words in the masculine gender can include the feminine and neuter; words in the singular number can include the plural; and, words in the plural can include the singular.

Meaning of Shall, Must, Should, May, Includes

The words "shall" and "must" are mandatory; the word "should" is discretionary and not mandatory; the word "may" is permissive; the word "includes" shall not limit a term to the specific examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

State, County, Village

The word "State" means the State of Florida, and its authorized agents; the word "County" means the County of Palm Beach, Florida, and its authorized agents; and, the word "Village" means the Village of North Palm Beach, Florida, and its authorized agents.

Interpretation of Undefined Terms

Unless the context clearly indicates otherwise, terms not defined herein shall be interpreted in the following manner:

1) By reference to the relevant provisions of the Community Planning Act, if specifically defined therein, or in other relevant and appropriate State statutes or rules;
2) According to the relevant provisions of the Village Code, the rules for interpretation of this Comprehensive Plan, or in other relevant Village ordinances relating to land development regulations;
3) By reference to generally accepted engineering, planning, or otherwise professional terminology if technical; and
4) Otherwise according to common usage.

Headings

All descriptive headings of Goals, Objectives, or other sections in the Comprehensive Plan are inserted for convenience of reference only and shall not affect the construction or interpretation thereof.

Definitions

In the case of conflict, definitions in this document take precedent within the application of the Comprehensive Plan. Set forth below is a brief definition of important terms used in the Plan.

ACCESSORY DWELLING UNIT: A dwelling unit located on the same parcel of land as a principal single-family dwelling. An accessory dwelling is a complete, independent living facility equipped with a kitchen and bathroom.

ACCESSORY USE: A use incidental and subordinate to the principal use, including accessory dwelling units and accessory solar facilities.

ACRE: For the purpose of calculating dwelling units, an area or parcel of land containing forty-three thousand five hundred sixty (43,560) square feet.

ARTERIAL ROAD: A road providing service that is relatively continuous and of relatively high traffic volume, long average trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

AVERAGE DAILY TRAFFIC (ADT): The total traffic volume during a given 24-hour time period for all allowable directions on a given road.

BERM: A landscaped earthen mound in excess of two feet in vertical height designed to provide visual interest or serve as a buffer.

BICYCLE PATH: A bikeway physically separated from motorized vehicular traffic by an open space or barrier and located either within the highway right-of-way or within an independent right-of-way.

BICYCLE ROUTE: A segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and information markers, with or without a specific bicycle route number.

BUFFER: The use of vegetation, walls, fences, berms, setbacks, less intense development, and/or less dense development to mitigate the impacts of unsightly views, lights, noises, odors, and/or dust.

CAPACITY: The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

COLLECTOR ROAD: A road providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a road also collects and distributes traffic between local roads and arterial roads.

COMMERCIAL USES: Activities within land areas that are predominantly connected with the sale, rental and distribution of products or the performance of services, including offices and medical facilities.

COMMUNITY PARK: A park located near collector, or arterial roads designed to serve the needs of more than one neighborhood. It is designed to serve community residents within a radius of up to 3.5 miles. The term "community park" includes any related recreational facilities and can be publicly or privately owned.

COMPLETE STREETS: Roads including adjacent sidewalks and shared use paths that are designed and operated to enable safe access and travel for all users, which may include pedestrians, bicyclists, transit riders, and motorists. Complete Streets incorporate different elements based on the different role, function, and characteristic of the facility.

COMPREHENSIVE PLAN: A Comprehensive Plan is a forward-thinking guidance document that acts as a framework for the growth and development of the Village. A Comprehensive Plan will lay out Goals, Objectives, and Policies for the future of the Village and has a typical horizon of 10-20 years.

CONCURRENCY: The provision of insuring that the necessary public facilities and services to maintain the adopted public transit level of service standards are available when the impacts of development occur. Transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and public education are the only public facilities and services subject to the Palm Beach County concurrency requirement. The necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

CONCURRENCY MANAGEMENT SYSTEM: The procedures or process that the local government will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONSTRAINED ROADWAYS: Roads that cannot be expanded by the addition of two or more through-lanes because of physical, environmental or policy constraints.

DENSITY: The number of dwelling units per acre on a building site in the residential and commercial zoning categories. Where the computation of density results in a whole number plus a fraction of dwelling units per acre, the fraction shall be disregarded, i.e., four and nine tenths (4.9) shall mean four (4) dwelling units per acre.

DEVELOPMENT STANDARDS: Definitions of any other terms related to development standards shall be as described in "Definitions" of the Village's Land Development Regulations (LDRs)

DWELLING UNIT: A house, apartment, condominium unit, mobile or manufactured home, group of rooms, or a single room intended for occupancy as a separate living quarter with complete kitchen and bathroom facilities, and with direct access from the outside of the building or through a common hall for use by its occupants.

EDUCATIONAL USES: Activities and facilities for public or private primary or secondary schools; vocational and technical schools; and colleges and universities including all campus buildings, residence halls and dormitories, fraternity and sorority housing, and recreational facilities.

FLOOR AREA RATIO (FAR): A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each commercial and industrial land use category that determines the total gross square feet of a structure as measured from the structure's exterior walls based upon the actual land area of the parcel upon which the structure is to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

GOAL: A goal is an end-state toward which effort is directed. An end-state in this context is a set of economic, social and land use conditions which seem desirable for North Palm Beach. Goals are long range and defined in qualitative rather than quantitative terms. In general, they espouse very high ideals about the end-state to be achieved. In effect, goals set the parameters of the study to be made. Goals have scale, scope, and substantive dimensions. Goals vary in their substantive, scope, and scale characteristics.

GROSS ACRE: Full area of a parcel inclusive of any public-rights of way and public property.

HAZARD MITIGATION: Reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage.

HOTEL: A Building or part thereof, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter.

Hotels maintain an inner lobby through which all occupants must pass to gain access. Hotel sleeping rooms are accessed solely through interior hallways, even when such units are on ground floors. Guests frequently stay more than one (1) night. Hotels typically include amenities that cater to longer- term guests, such as exercise rooms, spas, restaurants, meeting rooms, ballrooms, convention facilities, reading areas, and limited shopping areas. Hotels cater to transient occupancy, and may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two hotel rooms are equivalent to one residential unit.

LEED: Leadership in Energy and Environmental Design is redefining the way we think about the places where we live, work, and learn. As an internationally recognized mark of excellence, LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations, and maintenance solutions. LEED certification provides independent, third-party verification that a building, home or community was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

LEVEL OF SERVICE (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS shall indicate the capacity per unit of demand for each public facility or performance measures for road traffic or stormwater facilities.

LOCAL ROAD: A roadway providing service, which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

INDUSTRIAL USE: Business activity which is predominantly connected with assembling or storage of small machine parts, electronics, and communications equipment where all activities are carried on within an enclosed building, and deliveries and pickups are made from enclosed trucks or vans. Industrial operations are typically of a size, scale, and character which are virtually indistinguishable from operations conducted in office buildings, commercial buildings, and commercial-office parks and complexes. The equipment used in the industrial manufacturing process does not include the use of large machines, generate significant emissions of toxic or regulated gases, or use bulk chemical combinations. Industrial buildings typically do not have smokestacks and on-site bulk chemical mixing is not contemplated. Industrial business operations may not produce nuisances such as noise, heavy truck traffic, fumes, vibration, glare, or other criteria which would be incompatible with residential or upscale commercial use. Primary functions in Industrial Use relate to an activity other than manufacturing.

MANUFACTURED HOME: A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the site, bearing a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards, or inspected by an approved inspection agency conforming to the requirements of HUD, and bearing an insignia of approval.

MINOR ARTERIAL: A roadway which interconnects with and augments the urban principal arterial system.

MOTEL: A building, or series of buildings, being attached, semi-detached, or detached, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter, and where each unit has convenient exterior access to a parking space for the use of the unit's occupants. Access to sleeping rooms is from the exterior of the building as opposed to the interior. Except for a dwelling unit for the manager or caretaker, the rental sleeping rooms are primarily for the transient use of motor vehicle travelers who typically stay one night. These units may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two motel sleeping rooms are equivalent to one residential unit.

MULTI-FAMILY DWELLING: multiple separate dwelling units contained within one building or several buildings excluding single family attached dwellings.

MULTIMODAL TRANSPORTATION SYSTEM: The system which provides safe and efficient movement of people, goods, and services by more than one mode of transportation.

NEIGHBORHOOD PARK: A park that serves the residents of a neighborhood and is accessible to bicyclists and/or pedestrians. It is designed to serve the population of a neighborhood in a radius of up to one-half mile. Neighborhood parks include any related recreational facilities and can be publicly or privately owned.

NET ACRE: "Net acre" means parcel area exclusive of public right-of-way and public property.

OBJECTIVES: Objectives, like goals, are end-states toward which effort is directed. The dictionary definition of the two terms makes them synonymous. However, for our purpose the term "objective" will be used to further define the goals. Objectives will be milestones toward achieving the end-state. Objectives can be defined on a number of levels, but the most important distinction is between quantitative and qualitative objectives.

OPEN SPACE: Areas open to the sky that are partly or completely covered with grass, trees, shrubs, other vegetation, or water, or if partially or completely paved serve to shape or enhance urban form or provide for public use. Open spaces have little to no vertical structures and can be publicly or privately owned. Open spaces include parks, transportation corridor parkways, vegetated buffers, shared use paths, plazas, courtyards, squares, and areas that provide stormwater management.

PARK: A site that provides opportunities to partake in active or passive recreational activities, including structures associated with a park's recreational activities.

PEAK HOUR PEAK DIRECTION CAPACITY: The maximum number of vehicles that can pass a given point in one direction on a road under given traffic and road conditions per the FDOT Quality/Level of Service Handbook in one hour.

PLAN: A plan is one of the methods for achieving the desired end-states described as goals and objectives. The term plan is often taken as meaning the same as objective, program, or strategy. For our purposes, the plan will be a graphic and narrative description of the end-state achieved when all goals and objectives are met. The usual narrative of a plan contains the statement of goals, objectives and policies, background characteristics and an articulation of programs and strategies to be used to implement the plan.

POLICIES: Policies are often confused with goals and objectives. Indeed, most objectives can be rewritten as policies and most policies can be rewritten as objectives. It is easy to distinguish the two, if one considers objectives to be static end-states and always written in the infinitive verb form: e.g., to be, to do, to provide. On the other hand, policies are guides to action that control present and future decision making. Policies are almost always written in the present or future-perfect tense with an auxiliary condition to the verb to express obligation, propriety, expediency and expected behavior. A policy is normally implemented by law, rule, procedure, or some other formal guide for action and is not discretionary but mandatory.

PRINCIPAL ARTERIAL: A roadway which serves the major centers of activity of urbanized areas, the highest traffic volume corridors. It carries most of the trips entering and leaving the urban area, as well as most of the through movements bypassing the central Village.

PROGRAM: For purposes here, a program is a sequence of efforts to achieve an objective in a specific substantive area, such as housing, recreation programs, etc. A program in its broadest definition is a sequence of efforts to be performed toward any objective or goal.

PUBLIC TRANSIT: Passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail; rail rapid transit; light rail transit; light guideway transit; express bus; and local fixed route bus.

RECREATIONAL USES: Areas and development used for leisure time activities and sports in an indoor or outdoor setting, including parks.

RESIDENT: A person who makes his or her home in a particular place for most of the year or for a portion of the year, including a seasonal resident.

RESIDENTIAL USES: Land uses consisting of dwelling units, including mobile and manufactured homes. Residential uses include assisted living facilities and group homes.

RESILIENCE: The capacity to cope with hazards and stresses in a timely and efficient manner by responding, adapting, and transforming in ways that restore, maintain, and even improve essential functions, structures, and identity, while retaining the capacity for growth and change. The concept of resilience is closely related to the concept of hazard mitigation.

RIGHT-OF-WAY: Land dedicated or required for transportation or utility use that a government entity owns in fee simple or over which it has an easement.

ROADWAY FUNCTIONAL CLASSIFICATION: The assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories.

SENIOR HOUSING: Age-restricted dwelling units for older adults, aged 55+, who are able to care for themselves.

SHARED USE PATH: A paved facility for use by pedestrians, bicyclists, and/or other users that is separated from vehicular traffic. Golf carts may be used on shared use paths in certain areas, under certain circumstances.

SINGLE FAMILY ATTACHED DWELLING: A single dwelling unit physically attached to other buildings, dwelling units, or structures through one or more shared walls.

SINGLE FAMILY DETACHED DWELLING: A single dwelling unit not physically attached to other buildings, dwelling units, or structures.

SOLID WASTE FACILITIES: The term "solid waste facilities" means structures or systems designed for the storage, collection, processing, recycling, or disposal of solid waste, including hazardous waste, industrial waste, construction and demolition waste, and biomedical waste. The term includes processing plants, recycling plants, disposal yards, landfills (of any class), compost areas (excluding residential backyard composting), composting facilities, construction and demolition debris recycling areas, construction and demolition debris recycling facilities, materials recovery facilities, monofils, solid waste combustors, solid waste disposal facilities, solid waste management facilities, tire recycling areas or facilities, volume reduction plants, waste tire collection centers, waste tire collectors, waste tire processing facilities, and waste tire sites.

STRATEGY: A strategy applied in this context is the marshalling of all efforts toward achieving all of the end-states embodied in objectives or policies in a manner where those efforts reinforce and support one another. A strategy is thus a comprehensive statement of policy and programs presented in a manner that achieves the desired end-states most efficiently and effectively.

SUSTAINABLE DEVELOPMENT: Development that meets present-day needs without compromising the ability of future generations to satisfy their own requirements. It aims to improve individuals' living conditions while preserving their environment in the short, medium and – above all – long term. The objective of sustainable development is threefold: development that is economically efficient, socially fair, and environmentally sustainable.

URBAN SPRAWL: Refers to the outward expansion of urban areas into previously undeveloped or rural land, characterized by low-density development such as single-family homes and commercial spaces, leading to increased reliance on automobiles and the consumption of open space.

UTILITIES: The term "Utilities" means those facilities needed to serve, or which constitute a public or private utility. The term "Utilities" is limited to lines, valves, wells, water treatment plants, and injection wells which comprise a water service utility needed to serve North Palm Beach citizens; gravity mains, force mains, manholes, lift stations, monitoring stations, needed to serve North Palm Beach residents; electrical lines, poles, substations and transmission facilities which comprise an electric power utility needed to service North Palm Beach residents; lines, valves, and equipment which comprise a liquid gas utility infrastructure needed to serve North Palm Beach residents; lines, switching facilities, poles, communications towers, antennas and other appurtenances for telephone utility infrastructure to service North Palm Beach residents; and lines, hub facilities, and satellite earth station receiving facilities, and other appurtenances necessary to comprise a cable

television utility to service North Palm Beach residents. Unless expressly indicated within a Future Land Use Element, the word "utilities" will not include plants for electric, gas, or telephone service, or solid waste facilities.

ACRONYMS

AAA:	Adaption Action Areas
ADD:	Average Daily Demand
ASR:	Aquifer Storage and Recovery
AWWA:	American Water Works Association
BAS:	Biscayne Aquifer System
C-3:	Regional Business District
C-G:	General Commercial District
C-NB:	Northlake Boulevard commercial district
C-MU:	US-1 Mixed-Use District
C-T:	Transitional Commercial District
C-S:	Shopping Commercial District
CCCL:	Coastal Construction Control Line
CEMP:	Palm Beach County Emergency Management Plan
CIP:	Capital Improvement Program
CIS:	Capital Improvement Schedule
CO:	Certificate of Occupancy
CRA:	Community Redevelopment Agency
CSA:	Concurrency Service Area
CUP:	Consumptive Use Permit
D&A:	Data and Analysis
DERM:	Department of Environmental Resources Management
EAR:	Evaluation Appraisal Review
ECR:	East Central Regional
ERC:	Equivalent Residential Connection
ERP:	Environmental Resource Permit
ERU:	Equivalent Residential Units
FAC:	Florida Administrative Code
FAR:	Floor Area Ratio
FAS:	Florida Aquifer System
FAU:	Florida Atlantic University
FBC:	Florida Building Code
FDEP:	Florida Department of Environmental Protection
FDOC:	Florida Department of Commerce
FDOT:	Florida Department of Transportation
FEC:	Florida East Coast Railroad
FGBC:	Florida Green Building Coalition
FLU:	Future Land Use
FS:	Florida Statutes
GHG:	Greenhouse Gas
GOPS:	Goals, Objectives, Policies
GPCD:	Gallons per capita per day
GPM:	Gallons per minute
HDR:	High Density Residential (Land Use)
HUD:	U.S. Department of Housing and Urban Development
I-1:	Light Industrial District
IPARC:	Intergovernmental Plan Amendment Review Committee

ISBA:	Interlocal Service Boundary Agreement
kWh:	Kilowatt-hour
LDR:	Land Development Regulations
LEC:	Lower East Coast (Florida)
LED:	Light-emitting diode
LEED:	Leadership in Energy and Environmental Design
LMS:	Local Mitigation Strategy
LOS:	Level of Service
MDD:	Maximum Day Demand
MGPD:	Million Gallons Per Day
MPO:	Metropolitan Planning Organization
NGARL	Natural Groundwater Aquifer Recharge
NPDES:	National Pollutant Discharge Elimination System
OS :	Conservation and Open Space district
P:	Public (Land Use / Zoning District)
PBC:	Palm Beach County
PBCWUD:	Palm Beach County Water Utility Department
PDRP:	Post-Disaster Redevelopment Plan
PROS:	Public, Public Recreation, and Open Space (Land Use / Zoning District)
PSI:	Per square inch
PSIG:	Per square inch gauge
PUD:	Planned Unit Development
PWS:	Public Water Suppliers
R-1:	Single-family dwelling district.
R-2:	Multiple-family dwelling district
R-3:	Apartment dwelling district
SAS:	Surficial Aquifer System
SEFTC:	Southeast Florida's Transportation Council
SFMA:	South Florida Manufacturers Association
SFWMD:	South Florida Water Management District
SHIP:	State Housing Initiative Partnership
SIS:	State Intermodal System
SLOSH:	Sea, Lake, and Overland Surges from Hurricanes
SUA:	Seacoast Utility Authority
SWA:	Solid Waste Authority
TCEA:	Transportation Concurrency Exception Area
TCRPC:	Treasure Coast Regional Planning Council
TPA:	Transportation Planning Agency
TOD:	Transit Oriented Development (Land Use)
TRIP:	Transportation Regional Incentives Program
TSM:	Transportation System Management
UAW:	Unaccounted for water
UF:	University of Florida
URA:	Urban Redevelopment Area
USGS:	United States Geological Survey

People & Places

Future Land Use
Annexation
Housing

Future Land Use

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 1

FUTURE LAND USE

GOALS, OBJECTIVES, AND POLICIES

~~3.1 INTRODUCTION~~

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

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

~~3.2 VILLAGE GOAL STATEMENT~~

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

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

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

CHAPTER 3 FUTURE LAND USE

GOALS,OBJECTIVES, AND POLICIES

GOAL 1.0: Provide for the sustainable development and redevelopment of suitable and compatible land uses to preserve and promote quality of life while protecting its natural resources and maximizing economic benefits for the next 10- and 20- years.

~~3.3 OBJECTIVES AND POLICIES~~

OBJECTIVE ~~1.A~~1.1: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the ~~Village~~ Future Land Use Goal ~~Statement of~~ and Future Land Use Map Series; (3) require the maintenance of the Village building stock; ~~and~~ (4) discourage the proliferation of urban sprawl; and (5) promote energy-

efficient land use patterns accounting for existing and future power generation and transmission systems.

POLICY 1~~.A.~~1.1: Maintain land development regulations that shall contain specific and detailed provisions required to implement the adopted Comprehensive Plan, and which as a minimum:

a. Regulate the subdivision of land;
b. Regulate the use and intensity of land development consistent with this element in a manner to ensure the compatibility of adjacent land uses consistent with the Future Land Use Map Series and provide for recreation and open space consistent with levels- of-service established in the Recreation And Open Space element by requiring all new developments to donate or provide SOA of the residential site for recreational purposes;
c. Protect designated environmentally sensitive lands~~; designated on Figures 3A and 3B of the Future Land Use Map Series;~~
d. Regulate areas subject to seasonal and periodic flooding by requiring a minimum first floor elevation of ±8.5 feet ~~NGVD~~ NAVD88 and a drainage system which meets adopted Level-of- Service Standards;
e. Regulate signage;
f. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
g. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;
h. Provide that development orders and permits, consistent with ~~Policies 5.1 and 5.2 of~~ the Capital Improvements Element, shall not be issued which result in a reduction of the levels of service for the affected public facilities below the Level-of-Service (LOS) Standards adopted in the Capital Improvements element ~~(Ref: Table 11-1);~~
i. Provide for the proper maintenance of building stock and property by continually updating and enforcing adopted building, housing and related codes;
~~j.~~ Designate an urban service area ~~(Ref: OBJECTIVE 6; Capital Improvements element);~~ and
k. Regulate the development of sites containing historic sites, as per the Future Land Use Map Series, to assure their protection, preservation and/or sensitive reuse.

POLICY 1~~.A.2~~1.2: An official zoning map shall be adopted and maintained which assures that the location and extent of non-residential land uses is consistent with the Future Land Use Map Series. Planning Areas may include non-residential uses such as schools, public facilities, other public facilities, and recreational uses, etc., as indicated on the Future Land Use Map Series and/or as allowed as special exception uses in the Village Zoning Code.

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

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

3

POLICY: 1.~~A.3~~1.3: The Village's Land Development Regulations shall conform to, and implement, the use, density and intensity standards as outlined on Table FLU-1 below:

Table FLU-1

FLU Designations	Uses Zoning Districts	Maximum Density and Intensity
Low Density Residential	R-1 – Single Family Dwelling District	Fewer than 5.80 residential units per gross acre
Medium Density Residential	R-2 – Multiple Family Dwelling District	5.81 to 11.0 residential units per gross acre
High Density Residential	R-3 – Apartment Dwelling District	11.1 to 24.0 residential units per gross acre.
Commercial	C-MU – US-1 Mixed-Mixed Use District C-S – Shopping Commercial District C-NB – Northlake BL. Commercial District C-3 – Regional Mixed-Use District C-T – Transitional Commercial District	See POLICY 1.1.4
Conservation	OS – Conservation & Open Space District	Maximum of one unit per upland acre
Educational	P – Public District	FAR: A maximum of 0.15
Recreation/Open Space	P – Public District R-2 – Multiple Family Dwelling District	Maximum of one unit per upland acre FAR: A maximum of 0.05 (nonresidential)

FLU Designations	Uses Zoning Districts	Maximum Density and Intensity
Public Buildings & Grounds	P – Public District	N/A
Other Public Facilities	R-2 – Multiple Family Dwelling District C-MU – US-1 Mixed-Mixed Use District P – Public District	N/A
Light Industrial/Business	I-1 – Light Industrial District	FAR: A maximum of 0.45.
Special POLICY Areas in Comp Plan.		See SPECIAL POLICY 1.5.1 through 20:

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

POLICY 1~~.A.4~~1.4: Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for non-residential land use intensities as indicated below:

a. Location shall be in accordance with the Future Land Use Map. Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use Map Series;
b. Maximum lot coverage ratio shall be governed by applicable land development regulations.
c. Maximum building height shall be governed by applicable land development regulations and shall be consistent with the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016, and compatible with neighboring land uses; and
d. Adequate off-street parking and loading facilities.
e. Maximum Floor Area Ratios for non-residential land uses shall be established as follows:

~~1.~~ Commercial, religious, and institutional/ land uses: A maximum of 0.70 for mixed-use development and 0.35 for all other non-residential land uses along U.S. Highway No. 1, north of the Parker Bridge; a maximum of 1.10 along U.S. Highway No. 1, from the Parker Bridge, south to Northlake Boulevard; a maximum of 0.70 along U.S. Highway No. 1, south of Northlake Boulevard; and a maximum of 0.70 along Northlake Boulevard and S.R. Alternate A-1-A. The following areas shall be exempt

from this requirement ~~to implement the 2016 Citizens' Master Plan~~:

- The Twin Village Mall site, and subject to the latest land development regulations of the C-3 zoning district, which have been was jointly developed by the Village and the Town of Lake Park.
- The C-MU zoning district along U.S. Highway No. 1, updated in accordance with the Citizens' Master Plan.
- Other key redevelopment sites that are explicitly identified in the Village's land development regulations to carry out the Citizens' Master Plan.

~~2. Educational Uses: A maximum of 0.15;~~

~~3. Recreation and Open Space Uses: A maximum of 0.05~~

~~4. Light Industrial/Business Uses: A maximum of 0.45.~~

POLICY 1~~.A.5~~1.5: Land development regulations shall contain performance standards which address:

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

POLICY 1~~.A.6~~1.6: Land development regulations shall contain planned unit development provisions which allow design flexibility within projects under unity of title or unity of control as a means of preserving natural resources ~~delineated on Figures 3A and 3B~~ and protecting Conservation Use lands designated on the Future Land Use Map.

POLICY 1~~.A.7~~1.7: Future development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.

POLICY 1~~.A.8~~1.8: Residential subdivisions shall be designated to include an efficient system of internal circulation, including the provision of collector streets to feed traffic to arterial roads and highways.

POLICY 1~~.A.9~~1.9: In 2020, the Village revised its land development regulations and this Comprehensive Plan to implement the provisions and guiding principles of the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016.

POLICY 1.1.10: All proposed development shall be compatible with adjacent land uses and consisting with the property's land use designation and zoning district.

OBJECTIVE 1.~~B~~2: The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be

supplemented with new residential and mixed-use development~~, as described in POLICY 1.B.4~~.

POLICY 1.~~B.1~~2.1: The following use and intensity standards shall be used to promote land use efficiency in mixed-use infill and redevelopment activities, and determine maximum development potential on a given parcel of land:

1. Maximum development potential: Maximum commercial development potential is subject to the floor-area limitations established in POLICY 1~~.A.4~~1.4, subject to the application of the Village's land development regulations.
2. Permitted uses: Permitted uses shall be specified in each zoning district that allows mixed-use development ~~(see POLICY 1.B.4)~~.
3. Residential density: Dwelling units in Commercial designations shall not exceed a density of 24 units per acre or as further limited by zoning district regulations. Developments that qualify for the workforce housing density bonus described in POLICY ~~1.B.2~~ 1.2.2 may construct up to 12 additional units per acre).
4. Height limitations: The maximum height shall be limited to that allowed by the underlying commercial or mixed-use zoning district.

POLICY 1~~.B.~~2.2: Workforce housing density bonus: The maximum residential density of a mixed-use development shall be increased from 24 to 36 units per acre provided that either: (a) bonus units are constructed on-site; or (b) funding is provided to assist in ~~are~~ a workforce housing program in another jurisdiction or an appropriate alternative, as determined by the Village of North Palm Beach. If alternative (a) is selected, 50% of the bonus units shall qualify for any of the four (4) eligible income group categories based on Average Median Income (AMI) set forth in the County's Workforce Housing Program income guidelines. No more than 50% of the workforce housing units shall be in the 120-140'/o category. If alternative (b) is selected, an amount equal to 5% of the cost of the vertical construction of the bonus units shall be contributed to the Palm Beach County Affordable Housing Trust Fund, or other appropriate alternative, as determined by the Village of North Palm Beach.

POLICY 1~~.B.~~2.3: Assisted Living Facilities, as defined in Section 429.02(5) of the Florida Statutes and licensed by the Florida Agency for Health Care Administration may be permitted as mixed-use developments through the commercial planned unit development approval process, or the special exception process if authorized by the Village's land development regulations, subject to the following use and intensity standards: *

1. A mixed-use Assisted Living Facility shall provide assistance with activities of daily living, as defined in Section 429.02(1) of the Florida Statutes and special care for persons with memory disorders, as regulated by Section 429.178 of the Florida Statutes.
2. Required uses: Each mixed-use Assisted Living Facility shall contain a residential component, together with a non-residential

component consisting of administrative offices, central kitchen and communal dining facilities, and separate or shared spaces for the provision of medical, recreation, social, religious, and personal services.

3. Mix of required uses: The residential component shall comprise a minimum of 50% and the non-residential component shall comprise a maximum of 200 of the gross floor area of a mixed-use Assisted Living Facility.
4. Maximum floor area: Maximum mixed-use Assisted Living Facility development potential is subject to the floor-area limitations established in POLICY 1~~.A.4~~1.4, subject to the application of the Village's land development regulations.
5. Maximum resident occupancy: The residential density of a mixed-use Assisted Living Facility may be increased by the Village Council to an equivalent of 24 units per acre. The maximum resident occupancy shall then be determined by multiplying the equivalent residential density by 1.97 residents per unit. Maximum resident occupancy shall be determined on a project-by-project basis based upon an assessment of site characteristics and the application of Village land development regulations.
6. Height limitations: The maximum height of a mixed-use Assisted Living Facility shall be determined by the application of POLICY ~~1.B.1.6.~~ 1.2.1
7. Waivers for reductions in minimum dwelling unit size and parking requirements may be requested during the commercial planned unit development or other authorized approval process.

POLICY 1~~.B.~~2.4: Residential and mixed-use developments may be approved in areas with a Commercial Future Land Use designation in order to achieve a mixed-use development pattern. The Village may use any of the following mechanisms to achieve the desired pattern:

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

OBJECTIVE ~~2~~1.3: Development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources and the Village character as prescribed in the Future Land Use Element Goal ~~Statement~~ and the Village Character Statement ~~(Ref: Chapter 2.0).~~

POLICY ~~2.~~1.3.1: The developer/owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads to not exceed pre-development conditions and preserve existing natural drainage features, as per Chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code.

POLICY ~~2.2~~1.3.2: The Village land development regulations shall regulate business activities which have the potential to contaminate land and water resources by requiring said businesses to notify the Palm Beach County Department of Environmental Resources Management regarding the storage, use and/or disposal of potentially hazardous or toxic substances. 8 This requirement shall be implemented by the Village through the Palm Beach County Wellfield Protection Ordinance ~~(Ref: Section 9.3, Palm Beach County Unified Land Development Code).~~

POLICY ~~2.3~~1.3.3: The Village shall encourage, through its participation on the Seacoast Utility Authority Governing Board, protection of potable water wellfields by regulatory authorities having land use jurisdiction in aquifer recharge areas serving Seacoast Utility Authority systems.

POLICY ~~2.4~~1.3.4: The clearing of any wetlands vegetation or land assigned a Conservation Land Use Category on the Future Land Use Map Series shall not be approved by the Village until such time that appropriate permits have been procured, by the developer, from the Palm Beach County Environmental Resources Management or Health Departments and the Florida Department of Environmental Protection.

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

POLICY ~~2.6~~1.3.5: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall update the Water Supply Facilities Work Plan to determine whether or not adequate water supply is available to meet projected needs of the ensuing 10-year period.

OBJECTIVE ~~3~~1.4: All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service (LOS) standards are available concurrent with the impacts of the development. Further, require that all on-site lands for rights-of-way, easement, etc., be conveyed to the proper authority prior to the issuance of building permits.

POLICY ~~3.~~1.4.1: The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, police and fire protection service, emergency medical service, and public schools.

POLICY ~~3.2~~1.4.2: Public facilities and utilities shall be located to: (1) ~~M~~maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

POLICY ~~3.3~~1.4.3: Remaining properties currently not utilizing central water and wastewater systems shall be governed by the provisions of:

(1) Chapter 381~~.272,~~ Florida Statutes;

~~(2) Chapter 10D-6,~~ Florida Administrative Code; and

(3) Palm Beach County Environmental Control Rule - 1. These codes regulate the use and installation of individual sewage disposal systems.

POLICY ~~3.4~~1.4.4: The Village shall update its population projections at the time of the approval of a Comprehensive Plan amendment or development order permitting an increase in residential units.

OBJECTIVE 1.5: Special land use policies shall be developed by North Palm Beach when necessary to address site-specific issues related to implementing the ~~Village Goal Statement~~ Future Land Use Goal. Refer to the Future Land Use Map ~~Atlas~~ for parcel locations which are the subject of specific special policies.

SPECIAL POLICY 1.5.1: Historic properties with an assigned Florida Master Site File reference number shall be identified on Planning Area maps located in the Future Land Use Map Atlas.

SPECIAL POLICY 1.5.2: Utilize the mixed-use provisions of the Village's Commercial Planned Unit Development (CPUD) Ordinance as a means of developing the property delineated as "SPECIAL POLICY 1.5.2 on ~~Map 2 of~~ the Future Land Use Map Atlas in a transition mode from Commercial (i.e. compatible to the C-B Zoning District) to Residential (i.e. compatible to the R2 Zoning District) running from U.S. Highway No. 1 east to Lake Worth. Maximum gross density shall not exceed 10-11 DU/AC. Non- residential development pods shall comply with the Floor-Area-Ratio standards listed in POLICY 1.1.4 of the Future Land Use element. Development of the property shall be subject to the Village Council approval of site plan and PUD applications. The following uses shall be excluded from this development: (1) Golf club and its accessory uses such as restaurant, bar, driving range and equipment store; (2) bowling alley; (3) filling stations; (4) dry cleaning plants; (5) mobile home park; and (6) adult entertainment establishment.

SPECIAL POLICY 1.5.3: As a means of preserving native vegetative species in Planning Area 6A, encourage the use of the Planned Unit Development by allowing the clustering of residential units in defined buildable areas (i.e. all areas in Planning Area 6A are as "buildable", with the exception of those delineated ~~on Figure 3-3~~ as conservation.

SPECIAL POLICY 1.5.4: Require alt new developments in Planning Areas 1 and 6A to perform an environmental assessment to define potential impacts upon the viability of vegetative species and/or habitats. ~~delineated on Figure 3~~. The impact assessment shall include necessary techniques and/or controls to maintain species and/or habitats in their current condition or mitigate potential impacts.

SPECIAL POLICY 1.5.5: (Reserved).

SPECIAL POLICY 1.5.6: As a means of enhancing the commercial character of the area along Northlake Boulevard through renovation and/or redevelopment, maintain a waiver process which may allow~~s~~ proposed projects to depart from the strict interpretations of the Zoning Code if, after review by

the Village, it is found that said projects are in compliance with the North Palm Beach Comprehensive Plan and meet standards in the Zoning Code.

SPECIAL POLICY 1.5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.8: Residential development on the property delineated as "SPECIAL POLICY 1.5.8" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 98 residential units.

SPECIAL POLICY 1.5.9: Residential development on the property delineated as "SPECIAL POLICY 1.5.9" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 232 residential units.

SPECIAL POLICY 1.5.10: Residential development on the property delineated as "SPECIAL POLICY 1.5.10" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 184 residential units.

SPECIAL POLICY 1.5.11: Residential development on the property delineated as "SPECIAL POLICY 1.5.11" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 108 residential units.

SPECIAL POLICY 1.5.12: Residential development on the property delineated as "SPECIAL POLICY 1.5.12" on ~~Map 2 of~~ the Future Land Use Map Atlas shall be limited to the existing 197 residential units.

SPECIAL POLICY 1.5.13: Residential development on the property delineated as "SPECIAL POLICY 1.5.13" on ~~Map 7 of~~ the Future Land Use Map Atlas shall be limited to the existing 48 residential units.

SPECIAL POLICY 1.5.14: Residential development on Planning Area 1 shall be clustered in the least environmentally sensitive portion of the parcel which is the subject of an application for a development order. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.15: Year-round, permanent resident residential development within the area defined by the current extent of John D. MacArthur Beach State Park shall be limited to that provided for Park personnel. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.16: The 0.43-acre lot located at the southwest corner of Prosperity Farms Road and Honey Road ~~(Map 5 of the Future Land Use Map Atlas)~~ shall be assigned a Commercial Future Land Use Map designation in order to support its current use. The current use may be maintained consistent with the provisions of Sections 45- 63 (non-conforming uses) and 45-64 (non-conforming structures) of the Village Code; however, any future change in use shall be consistent with those uses permitted in the C-T transitional Commercial District.

SPECIAL POLICY 1.5.17: Non-residential land uses within Protection Zone 4 of the Richard Road wellfield ~~(Ref: Map 5, 6B, and 7 of the Future Land Use Map~~

~~Atlas)~~ which store, handle, use or produce any regulated substance are prohibited, unless they qualify as a general exemption or receive an operating permit from Palm Beach County ERM, pursuant to Section 9.3 of the Palm Beach County Land Development Code.

SPECIAL POLICY 1.5.18: Residential development on the property delineated as "SPECIAL POLICY 1.5.18" on ~~Map 3B of~~ the Future Land Use Map ~~Atlas~~ shall be limited to a maximum of 16 residential units.

SPECIAL POLICY 1.5.19: Public School development on the property delineated as SPECIAL POLICY 1.5.19 on ~~Map 4b of~~ the Future Land Use Map ~~Atlas~~ shall be limited to a maximum 0.35 Floor-Area-Ratio.

SPECIAL POLICY 1.5.20: The Northlake Boulevard Overlay Zone is illustrated on ~~Maps 3C and 5 in~~ the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor.

OBJECTIVE ~~4~~1.6: The Village shall coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

POLICY ~~4.~~1.6.1: Requests for development orders, permits or project proposals shall be coordinated by the Village, as appropriate, with adjacent municipalities by participating in IPARC, ~~Metropolitan Planning Organization~~ and through intergovernmental coordination with the Transportation Planning Agency, Palm Beach County, School District of Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District and state and federal agencies.

POLICY ~~4.2~~1.6.2: All future high density residential development, with the following exceptions, shall be directed to areas west of U.S. Highway No. 1 as a means of coordinating coastal area population densities with the County Hurricane Evacuation Plan:

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

POLICY ~~4.3~~1.6.3: Although there are currently no resource planning and management plans prepared pursuant to Chapter 380, Florida Statutes, in effect within North Palm Beach, the Village shall participate in the preparation and implementation of said plans should they become necessary.

POLICY ~~4.4~~1.6.4: In the event of a proposed future annexation of sufficient size to site a school, or co-locate a school with public facilities (e.g. parks, libraries, and community centers), the Village shall coordinate with the Palm Beach

County School Board to determine the need for an additional school site in the area. If it is determined that there is a need, and that a school site can be accommodated, the proposed annexation shall provide for the school site.

POLICY ~~4.5~~1.6.5: The Village shall promote mixed-use development along its major transportation corridors and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion.

POLICY ~~4.6~~1.6.6: During the review of any development or redevelopment proposal, the Village shall determine the feasibility of cross-access with neighboring parcels as a means to promote more efficient travel.

POLICY ~~4.7~~ 1.6.7: The Village shall educate the public regarding the placement and maintenance of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

OBJECTIVE ~~6~~1.7: The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors.

POLICY ~~6.~~1.7.1: Development and redevelopment activities in the Northlake Boulevard Overlay Zone, ~~as illustrated on Figure 3-8~~, shall conform with the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor as well as the requirements of the Village's Comprehensive Plan and underlying zoning districts.

POLICY ~~6.2~~1.7.2: Mixed-use development and redevelopment is encouraged along the U.S. Highway No.1 corridor by the Village through the provisions of the C-MU and C-T and may also be permitted through the commercial planned unit development approval process, consistent with the density and intensity criteria stated in OBJECTIVE ~~1.B~~1.2.

POLICY ~~6.3~~1.7.3: Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas.

OBJECTIVE 1.8: To encourage sustainable infill development and redevelopment by protecting the quality of life, character, and identity of the Village.

POLICY 1.8.1: Infill and Redevelopment opportunities shall be maximized to achieve the consolidation of small lots into larger redevelopment parcels, where feasible.

POLICY 1.8.2: Redevelopment opportunities shall be maximized through use of mixed land use designations that permit a flexible mix of multi- family residential and compatible non-residential uses.

POLICY 1.8.3: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses but would be more suitable for commercial or office uses, shall be encouraged through use of mixed land use designations

POLICY 1.8.4: Design guidelines for infill and redevelopment shall be considered by the Village to protect the Village identity and character.

POLICY 1.8.5: Green development and redevelopment practices shall be encouraged by the Village to strengthen resiliency and protect the environment.

POLICY 1.8.6: The Village will promote and protect the quality of life for all residents and business owners in North Palm Beach by fostering business diversity and economic resilience.

OBJECTIVE 1.9: The Village shall encourage the protection and enhancements of its tree population for the purpose of maintaining the natural environment and its character.

POLICY 1.9.1: The Village shall consider the creation of an Urban Forestry Plan.

POLICY 1.9.2: Appropriate locations and tree species shall be chosen for planting in right of way areas. Guidelines such as those provided by the Florida Division of Forestry and National Arborist Association shall be used to determine appropriate locations. At minimum, locations for tree plantings and the type of tree species planted shall consider the impacts on traffic, intersection visibility, soil type, power lines, adjacent trees and the preference of adjacent property owners.

POLICY 1.9.3: The Village shall consider programs that utilize xeriscape principles in conjunction with native plants and trees in public rights-of-way and other public lands, whenever practical, thereby conserving water, improving habitat for urban wildlife, conserving Central Florida flora, and improving the Village's aesthetic appeal and environmental quality.

POLICY 1.9.4: Consider street trees as infrastructure to preserve and protect them as community assets, and develop policies to achieve preservation.

POLICY 1.9.5: Encourage additional planting of trees to strengthen the character and aesthetic of its residential neighborhoods and commercial areas.

POLICY 1.9.6: The Village shall encourage the public to plant and maintain species native to this region through a public education program identifying soil types and native plants suitable to each.

POLICY 1.9.7: The Village shall encourage the protection of existing trees by creating mitigation provisions in its land development regulations for its residential and commercial land use districts.

POLICY 1.9.8: All development and major renovations shall be encouraged to provide shade trees along sidewalks to encourage pedestrian activity and create scenic corridors in neighborhoods and commercial districts.

POLICY 1.9.9: Consider providing incentives to developers to preserve trees and natural resources and to encourage additional tree plantings and green areas.

POLICY 1.9.10: Continue to promote and enhance the Village's Tree and Landscape Regulations as a key element in retention and provision of private plant materials to support sustainable development principles of tree preservation, and minimal impact to the existing site resources.

~~3.4. FUTURE LAND USE CLASSIFICATION SYSTEM~~

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

~~3.5 FUTURE LAND USE MAP SERIES~~

~~3.5.1 Future Land Use Maps~~

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

~~3.5.2 Future Land Use Map Atlas~~

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

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

~~3.5.3 Natural Resource Maps~~

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

~~1. Natural Habitat, Wetlands, Coastal Vegetation and Beaches (Ref: Figure 3-3 and Tables 3-2 and 3-3);~~

~~2. Surface Water Features (Ref: Figure 3-4);~~

~~3. Generalized Soils Map (Ref: Figure 3-5 and Table 3-4);~~

~~4. Flood Zones (Ref: Figure 3-6 and Table 3-5); and~~

~~5. The Coastal High Hazard Area (Ref: Figure 3-7), defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.~~

~~There are no existing or planned potable water wells in the Village of North Palm Beach, nor are there any minerals of determined value. A portion of the Village, within Planning Area 5, is located within Protection Zone 4 of the Richard Road wellfield. The extent of Protection~~

~~Zone 4 within Planning Area 5 is indicated on Maps 5, 6B and 7 of the Future Land Use Map Atlas.~~

~~3.5.4 Northlake Boulevard Overlay Zone Map~~

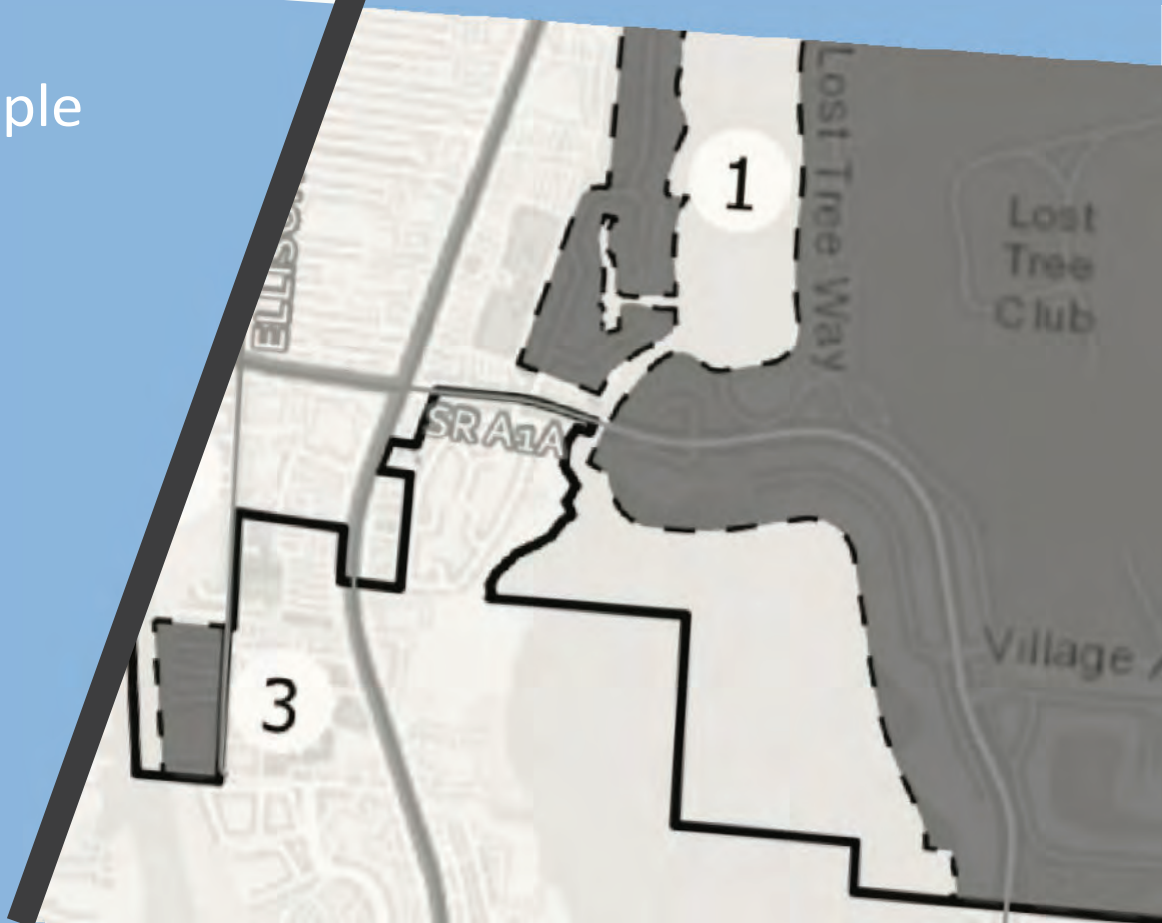
~~The Northlake Boulevard Overlay Zone is illustrated on Maps 3C and 5 in the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor.~~

Annexation

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 2



GOALS, OBJECTIVES, AND POLICIES

~~13.0 ANNEXATION~~

~~13.1 INTRODUCTION~~

~~The Annexation element is not required by the Florida Legislature. However, Chapter 163.3177, (7) (k), Florida Statutes permits a local government to include additional elements, which are deemed necessary by the local government, upon recommendation of the Local Planning Agency (LPA). The Village Planning Commission, acting as the Local Planning Agency (LPA), as part of the Evaluation and Appraisal Report (EAR) process, recommended that an optional Annexation Element be added to the Comprehensive Plan.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Annexation goal, OBJECTIVEs and policies is presented in Chapter 1: Major Issues Analysis of the 2006 Village of North Palm Beach Evaluation And Appraisal Report.~~

~~13.2 VILLAGE GOAL STATEMENT~~

CHAPTER 6 ANNEXATION

GOALS,OBJECTIVES, AND POLICIES

GOAL 1.0: Annex areas through a process that considers the effects upon public services, as well as benefits to the Village as a whole, and ensures that development within the annexed area is consistent with the North Palm Beach Comprehensive Plan's 10 and 20- year planning horizon.

~~13.3 OBJECTIVES AND POLICIES~~

OBJECTIVE: ~~1.3.1~~1.0: The North Palm Beach Annexation Area shall be within officially designated geographic boundaries as established by the Village Council.

POLICY: ~~13.1.1~~1.1.1: The North Palm Beach Annexation Area shall consist of the ~~area~~ unincorporated sections ~~defined~~ indicated on ~~Figure 13-1~~ the North Palm Beach Annexation Map~~. The Annexation Area defines the area in which~~ that the Village ~~of North Palm Beach~~ shall actively pursue~~, annexation actions.~~

POLICY ~~13.1.2~~1.1.2: North Palm Beach Annexation Area ~~are depicted on Figure 13-2. Target Areas~~ shall be used as the basis to define specific Village annexation policies and programs.

POLICY: ~~13.1.3~~1.1.3: Avoid the creation of an "enclave" or "pocket" of unincorporated area when annexing parcels of land; however, an annexation may occur if it is determined by Palm Beach County that a reduction of an "enclave" or "pocket" would occur as a result of an annexation.

OBJECTIVE ~~13.2~~1.2: Annex areas within the designated Annexation Area that can be economically provided with municipal services and will serve to enhance the Village's fiscal condition.

POLICY: ~~13.2.1~~1.2.1: At the discretion of the Village Manager, an applicant for annexation may be required to provide a fiscal impact analysis statement demonstrating that such annexation is fiscally responsible and in the best interests of North Palm Beach.

POLICY: ~~13.2.2~~1.2.2: Implement plans for the extension of community facilities at the time annexed areas are developed. Upon a determination that improvements are necessary, the Village shall amend the Five-Year Schedule of Improvements, including a funding source, to program any improvements necessary to maintain adopted level-of-service standards.

OBJECTIVE ~~13.3.~~1.3: Utilize the range of annexation options available to the Village under Florida law, including voluntary and involuntary alternatives, as appropriate, in order to maintain the integrity of existing neighborhoods, and promote logical municipal service delivery.

POLICY ~~13.3.1~~1.3.1: Should annexation of residential properties occur in the area west of Ellison Wilson Road, in Target Area 2, an RM- Medium Density Residential Future Land Use Map designation shall be applied.

POLICY ~~13.3.2~~1.3.2: Coordinate with Palm Beach Gardens to de-annex the Ellison Wilson Road right-of-way and "flag lot" located in Target Area 2b from the City so that they may be incorporated, via annexation, within North Palm Beach.

POLICY 1.3.3: The Village shall initiate negotiations with Palm Beach County to create an Interlocal Service Boundary Agreement in accordance with Chapter 171, Part II, Florida Statutes to facilitate and coordinate annexation within the Future Annexation Area.

POLICY 1.3.4: The Village shall support and participate in "Joint Planning Agreements", between adjacent municipalities and the County pursuant to Chapter 163, F.S.

POLICY 1.3.5: All requests for annexations shall be coordinated with Palm Beach County and neighboring communities.

OBJECTIVE: ~~13.4~~1.4: The Village shall encourage economic growth by diversifying the property tax base through annexation.

POLICY ~~13.4.1~~1.4.1: Encourage the annexation of appropriately located areas that will increase the Village's supply of commercial land.

POLICY ~~13.4.2~~1.4.2: Add to the land use diversity of North Palm Beach by incorporating light industrial/business land uses through annexation in Target Area 4b, in the area west of the Florida East Coast (FEC) Railroad right-of-way. At the time of annexation of properties in Target Area 4b, a Light Industrial/Business land use category~~, per Table 3- 1 of the Future Land Use Element shall be among those considered.~~

Further, related density and intensity standards for the Light Industrial/Business land use category shall be incorporated within POLICY ~~1.A.4~~ 1.4 of the Future Land Use Element.

POLICY 1.4.3: The Village shall maintain a proactive approach to annexation.

~~OBJECTIVE: 13.5.~~ POLICY 1.4.4: Annexation initiatives shall be in accordance to Palm Beach County review and approval process and in compliance with Chapter 171 Florida Statutes.

POLICY 1.4.5. The following procedure shall be followed in order to administratively review and evaluate annexation proposals prior to formally accepting an annexation application.

1. Preliminary meeting or meetings with homeowners and/or property owners to determine the level of interest in annexing to North Palm Beach.

2. Preparation of a preliminary staff annexation report consistent with the requirements of Florida Statutes, Chapter 171.

3. Meeting with the Palm Beach County Planning Division and/or Attorney to determine whether or not there any objections to the annexation.

4. Site inspection to determine the following: (1) Compliance with the Village's land development regulations; (2) evidence of any existing code violations and (3) evidence of needed infrastructure insufficiencies or repairs.

5. Review and comment by Village operating departments regarding the potential service impacts of the proposed annexation.

Housing

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 3

GOALS, OBJECTIVES, AND POLICIES

~~5.0 HOUSING~~

~~5.1 INTRODUCTION~~

~~The Housing element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (f), Florida Statutes, establishes the HOUSING element requirement and Chapter 9J-5.010 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Housing Goal, Objectives and Policies is presented in Chapter 5 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~5.2 VILLAGE GOAL STATEMENT~~

CHAPTER 5 HOUSING

GOALS, OBJECTIVES, AND POLICIES

GOAL 1.0: ~~Ensure the provision of safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on the FUTURE LAND USE Maps Series; and (2) the current residential character of the Village and individual Planning Areas. Further, ensure that character of new housing stock remains consistent with that currently in evidence while accommodating the needs of projected population levels~~. To achieve a diverse supply of housing stock for homeowners and renters while assuring that all current and future citizens have safe, decent, sanitary, and sustainable housing and living conditions without jeopardizing the residential character of the Village and individual Planning Areas within a 10- and 20- year planning period.

~~5.3 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: Conserve existing standard condition housing stock and residential neighborhoods by assuring that substandard housing conditions are prevented.

POLICY 1.1.1: Adopt, and maintain, minimum housing regulations that shall contain specific and detailed provisions necessary to implement the adopted Comprehensive Plan and which, at a minimum:

a. Require all new development or redevelopment to be served by central sanitary sewer, and water supply within the urban service area, and heating and cooking and garbage disposal facilities throughout the Village;

b. Establish minimum requirements for light and ventilation;

c. Establish minimum requirements for electrical systems;

d. Establish general requirements for the exterior and interior of structures; and

e. Establish minimum dwelling space and sanitary requirements.

POLICY 1.1.2: Adopt, and maintain, administrative and enforcement procedures necessary to implement minimum housing regulations and which, at a minimum:
~~a. Designate a Village housing official;~~

1

~~b.~~ a. Establish the following definitions of housing condition:

- Standard Condition - A residential structure meeting all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 408S 1997 Edition.~~ Article I. - Property Maintenance Standards of the Village Code.

- Substandard Condition - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 1997 edition,~~ Article I. - Property Maintenance Standards of the Village Code, as determined by the ~~Housing Official~~ Community Development Director, where the costs of rehabilitation, renovation or code compliance are valued at less than 50% of the total value of the structure.

- In Need of Replacement - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 1997 Edition,~~ Article I. - Property Maintenance Standards of the Village Code, as determined by the ~~Housing Official~~ Community Development Director, where costs of rehabilitation, renovation or code compliance are valued at greater than 50% of the total value of the structure.

~~c.~~ b. Establish administrative procedures to require rehabilitation and/or demolition of housing, if necessary.

POLICY 1.1.3: Promote the elimination of blighting influences in residential areas and the improvement of substandard housing conditions.

POLICY 1.1.4: Residential areas shall be adequately buffered from incompatible nonresidential uses and provide sensitive transitions between neighborhoods to eliminate any adverse effects to residents.

POLICY 1.1.5: Continue to promote the design of complete and well-structured neighborhoods whose physical layout and land-use-mix promote walking, biking, and transit; reduce vehicle trips; foster community pride; enhance neighborhood identity; and ensure public safety and resiliency.

POLICY 1.1.6: Require new development, both private and public, to respect and respond to existing physical characteristics – buildings, streetscapes, open spaces, etc. – that contribute to the overall character and livability of the neighborhood.

POLICY 1.1.7: Protect the character and integrity residential neighborhoods.

POLICY 1.1.8: Consider preparing neighborhood plans aiming to enhance the quality of life of residents by improving walkability, lighting, landscaping, signage, infrastructure and other elements that contribute to the character and identity of the Village.

OBJECTIVE 1.2: ~~Code enforcement activities shall be maintained through annual windshield inspections by the Public Services Department, oriented to conserving 100% of the current "Standard Condition" housing stock. However, if the identification of residential structures in need of rehabilitation or demolition as a result of an unforeseen disaster (e.g. fire, hurricane, etc.) is necessary, the definitions of "Standard", "Substandard" and "In Need of Repair" (Ref: POLICY 1.2) shall be used as the basis for defining rehabilitation or demolition needs. Further, the designation of historical housing shall be used as a method to conserve housing stock.~~ To identify residential structures that need rehabilitation and demolition while maintaining the integrity of existing residential neighborhoods, designating historical housing structures and promoting their preservation.

POLICY 1.2.1: Assist any efforts on the part of Village residents to upgrade neighborhood housing conditions by providing Code Enforcement assistance.

POLICY 1.2.2: Review and amend, when necessary, the Village ~~Housing Code~~ Property Maintenance Standards to incorporate updated criteria oriented to: (1) conserving existing housing stock; and (2) establishing principles to guide rehabilitation and demolition activities.

POLICY 1.2.3: At the time of each required Comprehensive Plan update, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration. ~~under the provisions and criteria cited in the Standard Housing Code.~~

POLICY 1.2.4: The Village shall encourage and promote the preservation of the historic character of older neighborhoods and the preservation of individual historic structures.

POLICY 1.2.5: The Village encourages the structural and aesthetic improvement of existing homes in need of enhancements.

POLICY 1.2.6: Multi-family developments shall evaluate the safety and structural integrity of the buildings.

OBJECTIVE 1.3: Adequate and affordable housing, consistent with the current character of the Village, shall be provided for the existing population and anticipated population growth, including housing to accommodate any defined specialized needs of low and moderate income, workforce (as annually defined by Palm Beach County), elderly or handicapped or displaced residents. ~~Also, provisions shall be made for foster care housing and mobile homes.~~

POLICY 1.3.1: Support residential beautification which is in conformance with the Village Appearance Plan. ~~by annually providing native plant materials, at reduced cost, to Village residents.~~

POLICY 1.3.2: Require housing construction that is compatible with natural resources and service capabilities as defined in the Transportation and ~~Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Recharge~~ Infrastructure elements and which does not adversely impact environmental features. ~~by implementing Objectives 1, 3, 4 and 5; Future Land Use element and Objectives 3 and 5; Capital Improvements element~~.

POLICY 1.3.3: Require developers to coordinate with the Village, through implementation of North Palm Beach Land Development Regulations, during the design

and completion of residential developments to assure that the Village ~~and Planning Area~~ characteristics are maintained, and defined special housing needs ~~(i.e. determined at the time of required Comprehensive Plan updates)~~ are accommodated.

POLICY 1.3.4: Provide innovative housing alternatives~~, congregate living~~ and~~, zero-lot line development,~~ oriented to ~~facilitating~~ facilitate reduced housing costs. 3

POLICY 1.3.5: Allow for a broad range of housing densities and types in residential environments consistent with the Future Land Use Map Series, and Future Land Use element. 3

POLICY 1.3.6: ~~Require that~~ Encourage standard housing, at affordable cost, is available to persons displaced through any public action prior to their displacement~~. by maintaining such a requirement within Village Land Development Regulations~~

POLICY 1.3.7: Maintain provisions in the Village Zoning Code to permit mobile home park development with the ~~C-1~~ C-S and C-G Zoning District. ~~Further, continue to allow the placement of individual mobile homes within single-family and multiple-family residential districts provided that: (1) mobile homes must comply with all Village building, construction, design, and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards,; and (2) they shall be subject to any Council, Board or staff reviews as provided in the Village Code of Ordinances.~~

POLICY 1.3.8: ~~Adopt and~~ ~~m~~Maintain ~~an~~ adult congregate ~~facilities~~ facility ~~ordinance~~ regulations oriented to meeting the needs of elderly or handicapped Village residents.

POLICY 1.3.9: Maintain land development regulations and permit review processes related thereto for the purpose of eliminating excessive requirements and supplementing existing requirements in order to increase private sector participation in meeting defined housing needs.

POLICY 1.3.10: The designation of sites for mobile home placement shall be considered at the time of any annexation action. However, placement of mobile homes within the coastal high hazard area shall be discouraged.

POLICY 1.3.11: ~~Due to high land values, and the lack of vacant land, it is not feasible to construct very-low income housing within the Village. Low and moderate income housing efforts shall be oriented toward the maintenance of existing family and elderly occupied units in standard condition. Further,~~ ~~t~~The Village shall continue to support regional efforts to address low income and workforce housing by working with the Palm Beach Intergovernmental Plan Amendment Review Committee (IPARC) to develop an Interlocal Agreement whereby coastal municipalities could jointly pursue a comprehensive approach and solution to this county-wide issue ~~within two years from the date of this POLICY~~.

POLICY 1.3.12: Mixed-use developments shall be encouraged to contain alternative living accommodations such as lofts, second story apartments and live-work arrangements to facilitate the supply of workforce housing.

POLICY 1.3.13: Density bonuses within mixed-use projects shall be considered by the Village, consistent with POLICY ~~1B.2~~ 1.2.2 of the Future Land Use Element.

POLICY 1.3.14: Future density increases allowed by the Village, through the Future Land Use Map amendment process shall include a workforce housing allocation consistent with alternatives (a) and (b) of POLICY ~~1B.2~~ 1.2.2 of the Future Land Use Element.

POLICY 1.3.15: The Village shall consider coordinating with housing agencies such as Palm Beach County, Housing Leadership Council of Palm Beach County, and other agencies to address housing crisis.

POLICY 1.3.16: Allow a variety of housing types to reflect the needs of all household types, including both rental and ownership opportunities for single people, couples, families, seniors, persons with disabilities and multi-generational families.

POLICY 1.13.17: The Village shall encourage reducing car dependence to support housing affordability.

POLICY 1.3.18: The Village shall evaluate the incorporation of accessory dwelling units (ADUs) to offer a broader range of housing options.

OBJECTIVE 1.4: Provision shall be made for the location of daycare and ~~group~~ community residential home facilities licensed by the Florida Department of Health and Rehabilitative Services in a manner consistent with the character of existing neighborhoods, and state law.

POLICY 1.4.1: The Village shall continue to permit different classes of ~~group home~~ community residential facilities that foster non-discrimination and encourage the development of community alternatives to institutionalization, as required by state law, in appropriate residential neighborhoods, and that no appropriate residential neighborhoods are closed to such facilities.

POLICY 1.4.2: The ~~building official~~ Community Development Director shall monitor the development and distribution of daycare facilities and ~~group~~ community residential homes facilities to ~~i~~ensure that adequate sites and infrastructures are provided and that over-concentration ~~(i.e. to be defined by implementing POLICY 4.1)~~ in any residential area is avoided.

~~POLICY 4.3: "Foster Care Facility" and "Group Home Facility" shall be defined as a residential unit, otherwise meeting the requirements of the Village Zoning Code, where a family living environment is provided for individuals not related by blood or legally to the householder.~~

POLICY 1.4.~~4~~3: The total number of residents within a foster care or ~~group home~~ community residential facility, including permanent residents and foster care or group home residents shall not exceed ~~1.01 persons per room, excluding bathrooms, kitchens and utility rooms~~. the allowable occupants in the Land Development Regulations.

POLICY 1.4.~~5~~4: The Village shall permit ~~Daycare~~ childcare facilities, for up to five persons, within single-family residential areas as required by Florida Statutes, Chapter 402.~~302(5~~).

OBJECTIVE 1.5: The private sector delivery process shall continue to be relied upon as the means for providing 100% of the housing necessary to accommodate Village residents. ~~The need to formulate alternative housing implementation programs shall be reassessed at the time of each required Comprehensive Plan update.~~

~~POLICY 5.1: A determination shall be made by the Village at the time of each required Comprehensive Plan update as to whether or not the private sector delivery process is adequately functioning, in terms of implementing Objective 3. If it is determined that the private sector is not properly functioning, in terms of this criterion, alternative mechanisms, including government and non-profit sector participation shall be considered, including the use of available Federal, State and local assistance programs.~~

POLICY 1.5.~~2~~1: Provide information, technical assistance, and incentives ~~(Ref: POLICY 3.4)~~ to encourage innovative housing alternatives from the private sector to maintain a housing production capacity sufficient to meet projected needs.

OBJECTIVE 1.6: The Village shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

POLICY 1.6.1: The Village shall encourage support for residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or other nationally recognized, high performance green building rating system as recognized by the Florida Department of Management Services.

POLICY 1.6.2: The Village shall educate residents on home energy reduction strategies.

POLICY 1.6.3: The Village shall not prohibit the appropriate placement of photovoltaic panels as required by Florida Statutes, Chapter 163.04.

POLICY 1.6.4: The Village shall provide educational materials on the strategic placement of landscape materials to reduce energy consumption.

Efficient & Well-Maintained Infrastructure

Transportation
Capital Improvement
Infrastructure

Transportation

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 4

TRANSPORTATION

GOALS, OBJECTIVES AND POLICIES

~~4.0 INTRODUCTION~~

~~The Transportation element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (j), Florida Statutes, establishes the Transportation element requirement and Chapter 9J-5. .019 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Transportation goal, objectives and policies is presented in the Village Of North Palm Beach Evaluation And Appraisal Report (1996), and Chapter 4 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~4.1 VILLAGE GOAL STATEMENT~~

CHAPTER 4 TRANSPORTATION

GOALS,OBJECTIVES, AND POLICIES

GOAL 1.0: ~~A safe, convenient and efficient motorized and non-motorized transportation system shall be available to all residents and visitors to the Village.~~ To maintain and develop a safe, convenient, sustainable, and energy efficient multimodal circulation system to support the community's economic vitality and residential character for current and future residents for the next 10- and 20- years.

~~4.2 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: Existing roadway deficiencies will be corrected by implementing projects outlined by the Village Capital Improvement Program ~~the following projects:~~

~~1: Parker Bridge repairs and rehabilitation (MPO #4212971 and 4124921);~~

~~2: Northlake Boulevard safety project (MPO #430151);~~

~~3: Resurfacing of U.S. Highway No. 1, from north of the Parker Bridge to SR 706 (MPO #4229641); and~~

~~4. Resurfacing of A-1-A and replacement of the Burnt Bridge (MPO #4190191, 4312971, 4229841, and 4202351).~~

~~All of the above improvements are scheduled for implementation by Palm Beach County in the FY 2010 - 2014 Five-Year Transportation Improvement Program.~~

POLICY 1.1.1: Village roadways shall be functionally classified based upon the Florida Functional Highway Classification System, as follows:

a. County Road A-1-A - Urban Major Collector
b. Prosperity Farms Road - Urban Major Collector
c. Lighthouse Drive – Urban Minor Collector

d. U.S. Highway 1 – Urban Minor Arterial
e. Northlake Boulevard – Urban Other Principal ~~Minor~~ Arterial
f. Alternate A-1-A – Urban Minor Arterial

Further, in order to maintain the residential character of the Village, Lighthouse Drive and all roadways not identified above shall be maintained as two-lane local roadways.

POLICY 1.1.2: Consistent with the adopted Palm Beach County traffic performance standards, the Village shall maintain a peak hour Level-Of-Service (LOS) standard of "D" for all Arterial and Collector roadways within the corporate limits, consistent with Article 12, Chapter B of the Palm Beach County Unified Land Development Code. ~~(Ref: Table 4-1 with these exceptions:~~

~~• Prosperity Farms Road between Northlake Boulevard and Burns Road, which is designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility (see Figure 4-5, Policies 1.3 and 1.4, and Table 11-1).~~

~~• Transportation concurrency exception area(s) that are designated in the comprehensive plans of the Village of North Palm Beach and Palm Beach County.~~

POLICY 1.1.3: The Village of North Palm Beach finds the following is a constrained facility, and development orders shall be evaluated using the following specific level of service standards, instead of the general level of service standards listed in POLICY 1.1.2.

a. Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service.

POLICY 1.1.4: Before Prosperity Farms Road, between Northlake Boulevard and Burns Road may be constructed as a 4 or 5 lane facility:

a. The CRALLS volumes ~~(Ref: Table 11-1)~~ on this segment shall be reached; and
b. The parallel segment of Alternate AIA shall be a 6-lane facility and shall operate below its adopted level-of-service; or
c. The parallel segment of U.S. Highway No. 1 shall operate below its adopted level-of- service.

POLICY 1.1.5: The Village shall annually evaluate the need for roadway improvements to: (1) maintain level-of-service standards; and (2) to implement measures to reduce accident frequency.

OBJECTIVE 1.2: Projected transportation system needs ~~through the year 2014~~ will be met by implementing ~~the following~~ projects outlined in the Village's Capital Improvement Program (Reserved for future transportation system improvements, as needed):

1. Reserved.

Further, the Village shall maintain its annual program of resurfacing local streets.

POLICY 1.2.1: The Village shall enforce traffic performance standards by incorporating level-of-service (LOS) standards within the North Palm Beach Land Development Regulations consistent with ~~POLICY 5.2 of~~ the Capital Improvements element.

POLICY 1.2.2: The Village shall review all proposed development for consistency with ~~POLICY 2.1~~ traffic performance standards and coordinate with the agencies responsible for implementing road improvements to assure that roadways are in compliance with the LOS standards.

POLICY 1.2.3: The Village shall request that Palm Beach County evaluate the effects of the improvements to SR A1A (Alt.) on traffic volumes on Prosperity Farms Road prior to the time that the conditions of POLICY 1.4 are met.

OBJECTIVE 1.3: The provision of motorized and non-motorized vehicle parking and the provision of bicycle and pedestrian ways will be regulated.

POLICY 1.3.1: Village regulations shall be maintained that prohibit on-street parking on all arterial and collector roads.

POLICY 1.3.2: During the land development approval process, the Village shall review all proposed development for its accommodation of bicycle and pedestrian traffic needs.

OBJECTIVE 1.4: The Village shall ~~continue to~~ provide an enhanced energy efficient~~,~~ and multi-modal transportation system that is efficiently managed and which circulates traffic safely and conveniently ~~and which separates motorized and non-motorized transportation modes.~~ within the Village, reduces greenhouse gas emissions through strategies to reduce the number of vehicle miles traveled, and provides for the safe separation of vehicular and nonvehicular traffic.

POLICY 1.4.1: The Village ~~Public Safety~~ Police Department shall prepare accident frequency reports for all collector and arterial roads periodically, and on an "as needed" basis. Based upon the results, the Village shall consider the need for additional road improvements or traffic control devices to reduce the frequency of accidents.

POLICY 1.4.2: The Village shall support and coordinate with Palm Beach County to reduce greenhouse gas emissions by promoting alternative modes of transportation.

POLICY 1.4.3: Village Land Development Regulations shall require that, as development occurs, sidewalks be constructed along all publicly maintained roads according to applicable safety standards. Further, the construction of sidewalks shall be the responsibility of the developer.

POLICY 1.4.4: The Village shall coordinate transportation demand strategies with land use strategies by requiring that facilities for bicycles and pedestrians are provided for in future development and redevelopment proposals and these requirements be made a part of the site plan review process.

POLICY 1.4.5: The Village shall work with the TPA ~~MPO~~ toward reducing per capita

vehicle miles traveled (VMT) and discourage single occupant vehicle trips, recognizing that these programs assist in reducing the overall air quality emissions. This can be accomplished through ~~municipal representation on~~ coordination with the TPA ~~MPO~~ and providing for Tri-Rail, alternative fuels, ride sharing, alternative work hour programs, public transit, parking management and other transportation control measures that are being continually developed as part of a Countywide effort.

POLICY 1.4.6: The Village shall consider intermodal terminals and access to intermodal facilities, where applicable, in its assessment of future transportation needs.

POLICY 1.4.7: Support Transportation Systems Management (TSM) strategies that include optimization of traffic signal systems, turning lanes, ride sharing and other innovative transportation system management activities that are implemented by the appropriate agencies within Palm Beach County.

POLICY 1.4.8: The Village shall strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution by cooperating with Palm Beach County in developing improved transit alternatives.

POLICY 1.4.9: The Village shall ensure that new developments and redevelopment along major transportation corridors are ~~transit-ready accessible~~ conveniently served by new or existing transit systems.

POLICY 1.4.10: The Village shall seek to limit greenhouse gas emissions through the implementation of strategies to reduce the number of vehicle miles travelled. These strategies may include encouraging mixed use development that provides for a mixture of residential and non-residential land uses in a pedestrian friendly environment with multi-modal transportation connectivity to other areas; and promoting the use of alternate transportation modes as specified herein, including but not limited to, mass transit, bicycles, and pedestrianism.

POLICY 1.4.11: The Village shall support Transit Oriented Developments (TODs) by coordinating land use, transportation and housing initiatives.

POLICY 1.4.12: The Village shall encourage alternative modes of transportation to reduce the carbon emissions and promote multi-mobility.

POLICY 1.4.13: The Village shall encourage the use of safe and accessible means of transportation that accommodate vehicular, micro transit, golf carts, bicyclist and pedestrians.

POLICY 1.4.14: The Village shall encourage vehicular and pedestrian interconnections between adjacent parcels by incorporating cross-access connections in new development and redevelopment.

OBJECTIVE 1.5: Transportation planning will be coordinated with the Florida Department of Transportation (FDOT) Five-Year Transportation Plan, transportation plans of the Palm Beach County ~~MPO~~ TPA, and Palm Tran, and comprehensive plans of neighboring jurisdictions.

POLICY 1.5.1: The Village Public ~~Services~~ Works Department shall review future updates of the FDOT Five-Year Transportation Plan and coordinate with the Palm Beach County ~~Metropolitan Planning Organization~~ Transportation Planning Agency

and Palm Tran in order to update or modify this element, if necessary.

POLICY 1.5.2: The Village shall continue to review for compatibility with this element, the traffic circulation plans and programs ~~for~~ of the County and neighboring municipalities as they become available.

OBJECTIVE 1.6: The Village shall preserve all currently designated rights-of-way (i.e. federal, state, county and municipal) within the Village by requiring all yard setbacks to commence from said rights-of-way lines.

POLICY 1.6.1: The Village Land Development Regulations shall contain language (i.e. setback requirements and dedications) oriented to preserving currently designated rights-of-way.

OBJECTIVE 1.7: Continue current high level of roadway maintenance.

POLICY 1.7.1: The Village shall annually program maintenance and repair efforts on local streets, as determined by the Public Services Works Department.

POLICY 1.7.2: The Village will provide for emergency maintenance and repair funding, on an as-needed basis, in the annual budget process. ~~Further, all potholes shall be repaired within 14 days of being identified.~~

POLICY 1.7.3: The Village program of road maintenance and repair shall result in the resurfacing of all locally maintained streets as conditions warrant.

OBJECTIVE 1.8:Continue to ~~i~~ensure adequate multimodal traffic circulation and access to new developments by requiring adherence to Florida Department of Transportation design specifications and other applicable design standards with an established proficiency in reducing car dependency.

POLICY 1.8.1: The Village shall strictly enforce subdivision and zoning regulations, which currently provide for safe and convenient traffic flow, during the plan review and implementation process.

POLICY 1.8.2: The Village shall discourage excessive curb cuts including the control of the connections and access points of driveways and roads to roadways on arterial and major collector streets by conforming to Florida Department of Transportation design specifications during the land development approval process.

OBJECTIVE 1.9: Maintain adequate public transportation systems for residents of North Palm Beach through coordination with the State and County.

POLICY 1.9.1: The Village shall, when an identified need exists, request that Palm Beach County Palm Tran review bus schedules and stops within the Village to determine the need for additional service, including the need for shuttle bus service to serve John D. MacArthur Beach State Park.

POLICY 1.9.2: The Village supports the development of the Tri-County Rail System (Tri-Rail) and additional transit systems on a self-supporting basis.

POLICY 1.9.3: Encourage development activities which promote public transportation, within developing areas, as well as in redevelopment areas.

POLICY 1.9.4: Require building and site design guidelines that assure accessibility to existing and potential future public transit routes.

POLICY 1.9.5: The Village will explore ways to support Palm Tran in establishing bus shelters when supported by ridership.

OBJECTIVE 1.10: Encourage the use and provision of mass transit facilities in Palm Beach County by supporting Palm Beach County's efforts established in the Transportation Element of their Comprehensive Plan by implementing the following policies:

POLICY 1.10.1: The Village shall work with the County and support the efforts of the Transportation Planning Agency ~~Metropolitan Planning Organization~~ (TPA ~~MPO), through municipal representation on the MPO,~~ to increase the efficient use of mass transit services in the County through: (1) ~~T~~the modification of existing routes, (2) an increase of service in areas with a high propensity for transit use, and (3) an increase in service to the coastal communities, including North Palm Beach.

POLICY 1.10.2: The Village supports the County's effort~~, through municipal representation on the TPA MPO,~~ to declare guidelines ~~by the year 2000~~ to improve design and functionality of transit stations/stops. Attention should be given to the relationship between the location of stations/stops and the character of the surrounding area, and how they promote use by pedestrians. Design should include transit user amenities, sidewalks, and bicycle paths ~~that link activity nodes~~.

POLICY 1.10.3: The Village shall support the efforts of the TPA ~~MPO~~ to investigate the use of transit services to promote efficient development patterns by increasing service in the coastal communities, including North Palm Beach.

POLICY 1.10.4: The Village shall support the County's effort to encourage additional Palm Tran bus routes to serve new development.

POLICY 1.10.5: The Village shall support the efforts of the TPA ~~MPO~~ to promote the use of rail modes in order to create a more efficient countywide transportation system.

POLICY 1.10.6: The Village shall support efforts of FDOT, to the extent possible, in securing Federal, State and County funds for continued expansion of the South Florida Rail Corridor such as Tri-Rail.

OBJECTIVE 1.11: Encourage Palm Beach County, through Palm Tran, to provide public paratransit services to eligible persons who qualify under the "Americans with Disabilities Act" (ADA).

POLICY 1.11.1: The Village shall support efforts of Palm Tran to maintain an adequate fleet of sedans, vans, and mini-buses for individuals who qualify for ADA paratransit.

OBJECTIVE 1.12: Support the coordination responsibilities of the TPA ~~MPO~~ regarding the provision of services to transportation disadvantaged persons pursuant to Chapter 427, Florida Statutes.

POLICY 1.12.1: Support the programs of the TPA ~~MPO~~ to provide service to qualified individuals, including the coordination of provider organizations, and the management of transportation system operators.

POLICY 1.12.2: Support the TPA ~~MPO, designated Community Transportation Coordinator,~~ in its efforts to integrate the use of public school transportation with public fixed route or fixed schedule transit service in order to better meet the needs of the transportation disadvantaged.

POLICY 1.12.3: Encourage Palm Beach County, through the TPA ~~MPO~~, to coordinate with the School Board to assist in providing vehicles for the transportation disadvantaged, provided that vehicles are not being used to transport students (per Chapter 427, Florida Statutes).

OBJECTIVE 1.13: The Village shall promote the increased use of the bicycles and walking as viable alternate means of transportation through the implementation of a Bicycle and Pedestrian Plan.

POLICY 1.13.1: The need for bikeways shall be given full consideration in the planning of Village transportation facilities, including site plan review of development activities.

POLICY 1.13.2: The Village shall determine the need for additional pedestrian and bicycle linkages between residential and non-residential land uses, as part of its annual capital improvements programming activities.

POLICY 1.13.3: The Village shall require that the design of mixed use developments, per Special POLICY 1.5.2 of the Future Land Use element, to be of a pedestrian scale and design by incorporating transit stops and bicycle and sidewalk connections.

POLICY 1.13.4: The Village shall require all new mixed-use development, per Special POLICY 5.2 of the Future Land Use element, or redevelopment proposals to include the consideration of interconnection to adjacent uses.

POLICY 1.13.5: The Village shall review the recommendations of the TPA ~~MPO~~'s Long Range ~~Bicycle Facilities Concept Plan~~ Transportation Plan (LRTP) and implement appropriate recommendations as alternative means of transportation.

POLICY 1.13.6: The Village shall work toward increased mobility by providing for bicycle paths where appropriate, and sidewalks in new development and redevelopment areas.

POLICY 1.13.7: Pending a determination of need by Palm Tran, redevelopment proposals shall provide for public transit access. Further, such proposals, when feasible, shall provide for connectivity among developments, and additional opportunities for pedestrian and bicycle access from adjacent residential neighborhoods.

OBJECTIVE 1.14: The Village shall coordinate plans and programs with land use and transportation planning entities in adjacent jurisdictions on a continuing basis.

POLICY 1.14.1: The Village shall continue to participate and utilize intergovernmental programs, such as the Countywide Intergovernmental Plan Amendment Review Committee (IPARC) ~~and the Multi-Jurisdictional Issues Forum~~, to implement the goals, objectives, and policies of the Village's Transportation element.

POLICY 1.14.2: To ensure the availability of adequate regional transportation facilities,

the Village's development activities shall be coordinated with adjacent local governments.

POLICY 1.14.3: The Village shall continue to coordinate with FDOT, TPA ~~MPO~~, DCA, Treasure Coast Regional Planning Council, ~~and the Governor's Commission for a Sustainable South Florida,~~ and other municipalities to promote sustainable transportation principles within Palm Beach County.

POLICY 1.14.4: The Village shall coordinate with the TPA to consider becoming a Vision Zero community.

Objective 1.15: The Village shall use the "Complete Streets" network model when considering increased mobility and accommodating all users, including motorized vehicles, bicyclists, public transportation, and pedestrians of all ages and abilities.

POLICY 1.15.1: The Village shall consider review all proposed street modifications to ensure that the proposals are consistent with and support the Village's vision for Complete Streets.

POLICY 1.15.2: The Village shall consider preparation of a bikeway network master plan.

POLICY 1.15.3: The Village shall continue to beautify the pedestrian and bicycle paths by promoting scenic corridors in neighborhoods and commercial districts.

POLICY 1.15.4: The Village shall consider preparing a pedestrian path and sidewalk network master plan to provide for a safe and comfortable environment for its different users.

POLICY 1.15.5: The Village shall consider Complete Street principles to enhance the safety of all transportation corridors.

POLICY 1.15.6: The Village shall encourage safe and accessible non-automobile transportation that accommodates micro transit, low speed vehicles (e.g., golf carts), bicyclists, and pedestrians.

~~4.1 FUTURE TRANSPORTATION MAP SERIES~~

~~The Village Future Road System Map is displayed on Figure 4-1. The public transit system, consisting of designated bus routes, and bus stops, is illustrated on Figure 4-2. Designated Palm Beach County Bikeway Corridors are illustrated on Figure 4-3. Designated local and regional transportation facilities within the Village critical to the evacuation of coastal population prior to an impending natural disaster are illustrated on Figure 4-4. The Prosperity Farms Road CRALLS designation is illustrated on Figure 4-5. The following are not currently located within the Village, nor are they planned:~~

~~1. Limited and controlled access facilities;~~
~~2. Parking facilities that are required to achieve mobility goals;~~
~~3. Public Transit rights-of-way, or exclusive public transit corridors;~~
~~4. Transportation concurrency management areas, pursuant to Chapter 9J-5~~
~~5. Transportation concurrency exception areas, pursuant to Chapter 9J-5~~
~~6. Port Facilities;~~

7. Airport facilities, including clear zones, and obstructions; and
8. Intermodal terminals

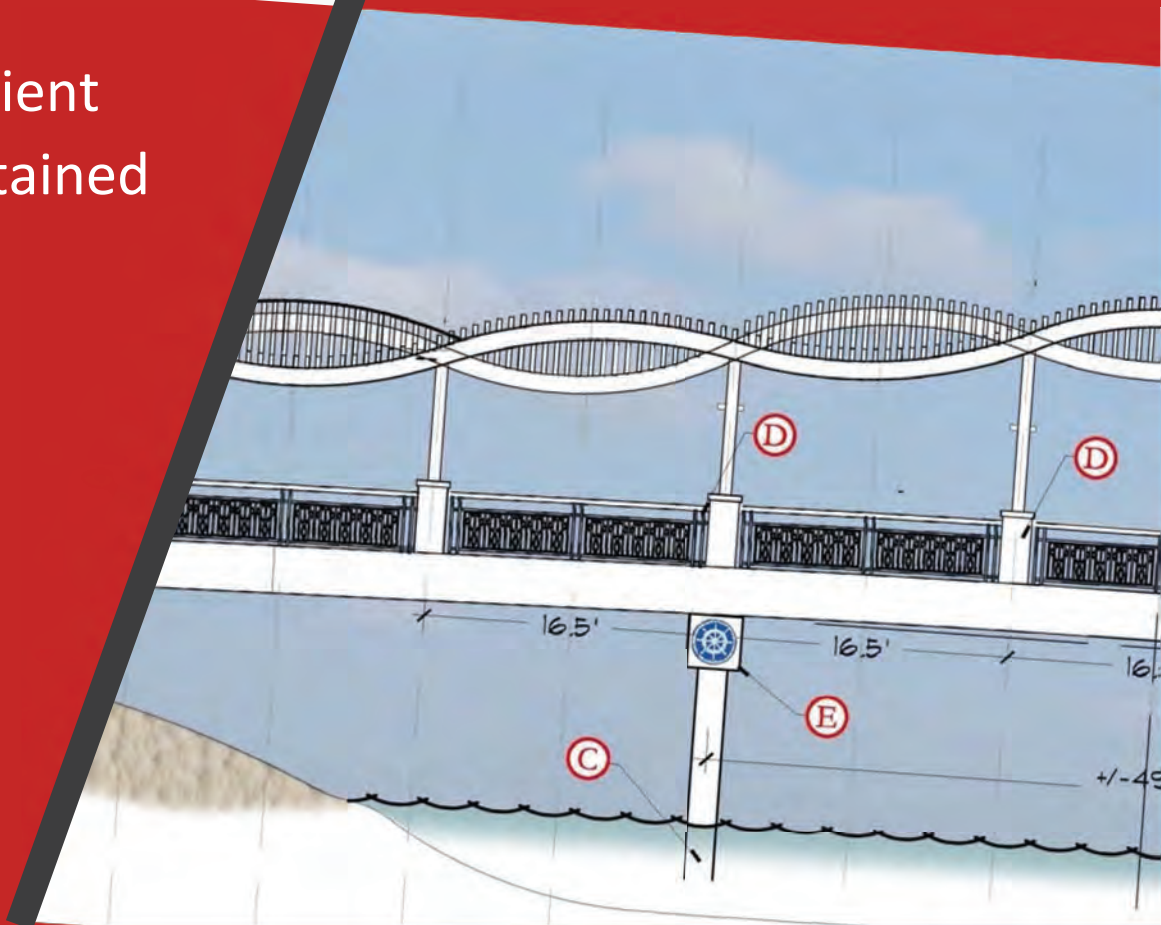
TABLE 4-1
VILLAGE OF NORTH PALM BEACH
GENERALIZED LEVEL OF SERVICE (LOS) D MAXIMUM VOLUMES (trips)

Lanes/Type	ADT	Peak-Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class 1	Class 11
2/undivided	12,300	1,170	690	650
2/one-way	19,600	1,870	2,230	2,050
3/two-way	15,400	1,460	860	810
3/one-way	29,500	2,810	3,350	3,080
4/undivided	24,500	2,330	1,400	1,280
4/divided	32,700	3,110	1,860	1,710
5/two-way	32,700	3,110	1,860	1,710
6/Divided	49,200	4,680	2,790	2,570

Source: Table 12.B.2.C-1 1A – Link Service Volumes, Palm Beach County ULDC.

Capital Improvement

Goals, Objectives, and Policies



Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

GOALS, OBJECTIVES AND POLICIES

~~11.0 CAPITAL IMPROVEMENTS~~
~~11.1 INTRODUCTION~~

~~The Capital Improvements element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (f), Florida Statutes, establishes the Capital Improvements requirement and Chapter 9J-5.016 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Capital Improvements Element goal, objectives and policies is presented in Chapter 11 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008,and the EAR-Based Amendment Support Documentation dated 2009, as amended, including the Capital Improvements Element Update.~~

~~11.2 VILLAGE GOAL STATEMENT~~

CHAPTER 7 CAPITAL IMPROVEMENT ELEMENT

GOALS,OBJECTIVES, AND POLICIES

GOAL 1.0: The Village shall undertake actions necessary to efficiently provide needed public facilities to all residents within North Palm Beach in a timely manner which protects investments, maximizes the use of existing facilities, and promotes orderly compact municipal growth for the next 10- and 20- year planning horizon. Further decisions to finance public facilities improvements shall be based upon the use of sound fiscal POLICY oriented to minimizing Village debt service liabilities.

~~11.3 OBJECTIVES AND POLICIES:~~

OBJECTIVE 1.0: Capital improvements will be provided to: (1) correct existing deficiencies; (2) accommodate desired future growth; and/or (3) replace worn-out or obsolete facilities~~;~~, ~~as indicated in Table 11-5 of this element.~~

POLICY 1.1.1: The Village shall include all projects identified in the policies of the various elements of this Comprehensive Plan that are the responsibility of North Palm Beach and determined to be of relatively large scale and high cost ($10,000 or greater), as capital improvements projects for inclusion within the 5-Year Schedule of Improvements. Normal maintenance activities, with the exception of the annual street resurfacing program, are not included. ~~Provision of Capital Improvements so defined shall be implemented through procedures outlined in Policies 1.2 - 1.4 and 4.1 - 4.4 of this element.~~

A capital improvements project is further defined to include land and/or improvements, plus any planning, engineering, feasibility or appraisal studies related thereto. This shall include any studies oriented to defining the initial need for land and/or facilities so defined.

POLICY 1.1.2: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the 5-Year Schedule of Improvements

which are designed to correct existing public facility deficiencies.

POLICY 1.1.3: ~~A Capital Improvements Coordinating Committee is hereby created, composed of t~~The Village Manager, the Finance Director and the operating department heads~~, for the purpose of~~ shall evaluat~~inge~~ and rank~~ing~~ in order of priority~~,~~ projects proposed for inclusion in the 5-Year Schedule of Improvements.

POLICY 1.1.4: Proposed capital improvements projects shall be evaluated and ranked in order of priority according to the following guidelines:

a) Whether the proposed project is financially feasible, in terms of its impact upon Village budge potential;

b) Whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of, or increase the efficiency of existing facilities;

c) Whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development;

d) Whether the project represents a logical extension of facilities and services within a designated Village Planning Area; and

e) Whether or not the proposed project is consistent with plans of State agencies and the South Florida Water Management District.

OBJECTIVE 1.2: Village expenditures in the Coastal High Hazard Area shall be limited to 100% of those post disaster improvements costs for facilities over which North Palm Beach has operational responsibility.

POLICY 1.2.1: In the event of a natural disaster, the Village shall retain its role in terms of the maintenance of the building stock. The definitions of "Standard Condition", "Substandard Condition" and "In Need of Replacement", established in the HOUSING element, shall be applied to all structures in the Village as a means of determining immediate repair and clean-up actions and the need for removal, relocation, redevelopment or modification of damaged or unsafe structures. Further, the need to limit redevelopment of infrastructure services within damaged areas shall be considered prior to the time that such activities are permitted by the Village.

POLICY 1.2.2: The Village shall continue to assist in the provision of recreational facilities within Coastal High Hazard Area ~~(Ref: Objective 6; Coastal Management element)~~ by cooperating with the State of Florida in developing John D. MacArthur Beach State Park.

POLICY 1.2.3: The Village shall continue to expend funds to maintain existing facilities and services under the jurisdiction of North Palm Beach at their existing levels-of-service.

OBJECTIVE 1.3: Future development shall bear a proportionate cost of facility improvements in order to maintain adopted North Palm Beach Level-of-Service Standards. Proportionate costs ~~are defined to mean 100% of that amount necessary to assure~~ ensure that Village Level-of-Service Standards are maintained as a result of development approval for those facilities over which North Palm Beach has operational control by applying impact fees and other means.

POLICY 1.3.1: The Village shall require local street, drainage, sewage collection and potable water distribution systems improvements, as required by the application of Village Level-of-Service Standards~~, of any new development necessitated by such development~~.

POLICY 1.3.2: Defined recreational facility needs may be met by one or more of the following means: (1) ~~O~~on-site provision of public or private facilities; (2) dedications; and/or (3) fees in lieu thereof. Plant expansion and main extension for potable water and sewer systems shall be accommodated through the Developer's Agreement procedure ~~A~~administered by Seacoast ~~Utilities~~ Utility Authority. Major road improvements shall be accommodated by Village participation in the County's Fair Share Road Impact Fee program. Solid waste collection and disposal shall be accommodated by the fee schedule annually levied by the contractor (i.e. commercial) and by the Village through appropriate
updates to the 5-Year Schedule of Improvements.

POLICY 1.3.3: Determination of needed public facility improvements shall be made prior to the time that a building permit is issued.

POLICY 1.3.4: For capital improvements to be funded by a developer, financial feasibility shall be demonstrated by an enforceable development agreement, and be reflected in the Five-year Schedule of Improvements.

POLICY 1.3.5: Financial feasibility means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of the Five-Year Schedule of Improvements. Committed sources of revenue shall include ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees and developer contributions which are adequate to fund the projected costs of the capital improvements identified in the Comprehensive Plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the five-year period. Further, the plan is financially feasibility for transportation and public schools if level-of- service standards are achieved and maintained by the end of the planning period even if in a particular year such standards are not achieved.

POLICY 1.3.6: If the Five-Year Schedule of Improvements identifies a planned revenue source that requires a referendum or other action(s) to secure the source~~, the Comprehensive Plan~~ Village shall identify an alternative existing revenue source(s) in the event that the required actions do not occur.

Policy 1.3.7: Developers must provide an economic analysis for level of service, including but not limited to parks, fire rescue, and police services, for a period of twenty-five (25) years, as requested by the Village.

OBJECTIVE 1.4: The Village shall manage its fiscal resources to ensure the provision of needed capital improvements at a level equal to, or exceeding, the adopted North Palm Beach Level-of-Service Standards.

POLICY 1.4.1: Prior to the issuance of certificate of occupancy, the Village shall require that all public facilities are available to serve development for which development orders were previously issued. Development orders for future development shall not be issued unless the Village has demonstrated either of the following:

1) ~~C~~compliance with the Village Level-of-Service Standards; and

2) one or a combination of the following conditions exists:

   a) Necessary facilities and services are in place at the time that a development order or permit~~, consistent with Section 9J-5.055(2)(e), Florida Administrative Code is issued~~;

   b) a development order or permit is issued subject to the condition that a certificate of occupancy shall not be issued unless necessary facilities and services are in place;

   c) necessary facilities are under construction at the time a development order or permit is issued;

   d) for recreation or transportation facilities only, necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time a development order or permit is issued which provides for the commencement of construction within one year of the issuance of the development order or permit and/or;

   e) necessary facilities and services are guaranteed in an enforceable development agreement, including but not limited to development agreements pursuant to Section 163.3220 or Chapter 380, Florida Statutes, which guarantee that necessary facilities and services will be in place when the impacts of the development occur.

POLICY 1.4.2: In providing capital improvements, the Village shall limit general obligation debt to an amount equal to or less than 5% of the property tax base.

POLICY 1.4.3. As part of its budgeting process, the Village shall adopt and annually update the Five -Year Schedule of Improvements, a primary purpose of which is to maintain the Village's adopted Level-of-Service (LOS) standards. The results of this update shall be incorporated within the five-year capital plan

as part of the annual Village budget process. ~~An amendment to the Comprehensive Plan is required to update the five-year schedule of capital improvements on an annual basis, or to eliminate, defer, or delay the construction of any facility in the schedule of improvements.~~ In addition, the adoption of the Capital Improvement Schedule shall be approved by the Village Council via ordinance.

POLICY 1.4.4: Efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

OBJECTIVE 1.5: Decisions regarding the issuance of development orders and permits shall be based upon coordination of the development requirements included in this Plan, the Village land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.

POLICY 1.5.1: Prior to issuing a development order or permit, the Village shall use Level- of-Service (LOS) Standards adopted in the various elements of this Comprehensive Plan to review the impacts of new development and redevelopment upon public facility provision. The Village shall not issue a development order or permit which results in a reduction in service for affected facilities below these Level-of-Service Standards. A listing of LOS Standards is exhibited on Table ~~11-1~~ CIE-1.

TABLE ~~11-1~~ CIE-1
NORTH PALM BEACH LEVEL OF SERVICE (LOS) STANDARDS
Facility Level-of-Service Standard

~~A. Traffic Circulation:~~

~~1. Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) "D", with the exception of item #2, below.~~

~~2. Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.4.~~

~~B. Sanitary Sewer: * (Urban Service Area Only)~~

~~Average Day Generation:~~
~~Residential - 66 gallons/capita/day~~
~~Nonresidential** - 1,060 gallons/acre/day~~

~~Maximum Day Generation:~~
~~Residential - 104~~ 107 ~~gallons/capita/day~~
~~Nonresidential** - 1,721 gallons/acre/day~~

~~C. Potable Water: * (Urban Service Area Only)~~

~~Average Day Generation~~
~~Residential - 99 gallons/capita/day~~
~~Nonresidential** - 1,874 gallons/acre/day~~

~~Maximum Day Generation~~
~~Residential - 147 189 gallons/capita/day~~
~~Nonresidential** - 2,782 gallons/acre/day~~

~~Storage Capacity: Av. Daily Flow x 0.5~~
~~Non-Residential**: 6.0 tons/acre/year~~

~~TABLE 11-1 (Cont.)~~

~~Drainage:~~
~~Design Storm: 3-Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Management District. (Interim LOS: Ref: POLICY 2.1; Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge element).~~

~~Groundwater Recharge: Impervious Area:~~

~~Residential: Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area. Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~

~~Non-residential**: Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

~~Recreation/Open Space: Unit/Population:~~
~~Neighborhood Parks - 2 ac/1,000~~
~~Community Parks - 1 ac/1,000~~
~~Beaches- 1 mile/31,250~~
~~Marinas - 1 slip/2,500~~
~~Boating - 1 ramp/6,250~~
~~Golf Courses - 9 holes/30,000~~
~~Swimming - 1 pool/31,250~~
~~Tennis - 1 court/2,500~~
~~Basketball - 1 court/6,250~~
~~Shuffleboard - 1 court/6,250~~
~~Baseball/softball - 1 field/7,200~~
~~Football/soccer - 1 field/4,800~~
~~Handball/racquetball - 1 court/6,000~~
~~Volleyball - 1 court/7,200~~

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 188 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Footnotes:
** - The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast ~~Utilities~~ Utility Authority by Developer's Agreement.*

*** - Non-residential includes the following land use types: Commercial; Public Buildings; Educational; and Other Public Facilities.*

POLICY 1.5.2: The Village shall maintain an adequate facilities ordinance to ensure that, at the time a development order or permit is issued, adequate facility capacity is available, consistent with the criteria established in POLICY 1.4.1 or will be available upon occupancy of the development based upon the application of the North Palm Beach Level-of-Service Standards.

Development orders approved prior to the authorization for the commencement of construction or physical activity on the land shall be conditioned to provide that authorization of the final development permit, which shall authorize the commencement of construction or physical activity on the land, shall be contingent upon the availability of public facilities and services necessary to serve the proposed development consistent with the criteria established in POLICY 1.4.1.

In all cases, a test for concurrency will occur prior to the approval of an application for a development order or permit which contains a specific plan for development, including densities and intensities of use.

POLICY 1.5.3: Proposed Comprehensive Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

a) Contribute to any condition of public hazard as described in the ~~Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element, and Coastal Management ~~e~~Element;

b) Exacerbate any existing condition of pubic facility capacity deficits, as described in the Transportation ~~e~~Element; ~~Sanitary Sewer, Solid Waste, Stormwater Management Potable Water and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element; and Recreation and Open Space ~~e~~Element; and

c) Conform with future land uses as shown on the Future Land Use Map Series of the Future Land Use element, and public facility availability as described in the Sanitary Sewer, Solid Waste, Stormwater Management, and Natural Groundwater Recharge element.

If public facilities are developer-provided, they shall accommodate pubic facility demands based upon adopted LOS standards.

If public facilities are provided, in part or wholly, by the Village, financial feasibility shall be demonstrated subject to this element.

Effects upon appropriate state agency and/or Water Management District facilities plans shall be evaluated.

OBJECTIVE 1.6: The Village shall designate an Urban Service Area as a means of: (1) Implementing future land use designations, as per the Future Land Use Map Series; (2)

limiting potential Village post disaster redevelopment expenditures; and (3) promoting compact urban development and limiting urban sprawl.

POLICY 1.6.1: Village Planning Areas 2-7 are designated as the North Palm Beach Urban Service Area.

POLICY 1.6.2: Village Planning Area 1 shall be designated as Non-Service Area where the level of facilities and services provided by North Palm Beach shall be limited to those currently provided. Notwithstanding the above limitations, individual or package potable water systems may be provided to accommodate allowable development. Further, package wastewater systems may be provided to accommodate allowable development.

POLICY 1.6.3: Consideration of the expansion of the Village Urban Service Area shall be made coincident with any annexation actions.

OBJECTIVE 1.7: The Village shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development.

POLICY 1.7.1: For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit shall be issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development or redevelopment. Further, prior to the approval of a building permit or its functional equivalent, the Village shall consult with the applicable supplier to determine whether adequate water supplies will be available to serve a new development no later than the anticipated date of issuance of a certificate of occupancy; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed (i.e. by an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. (Section 163.180(2) (a), Florida Statutes}.

POLICY 1.7.2: For parks and recreation facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement:

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the Village, or funds in the amount of the developer's contribution are committed;

~~a.~~ 3. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent, as provided in the 5-year schedule of improvements; or

~~b.~~ 4 At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

~~c.~~ 5. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement (i.e. pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

POLICY 1.7.3: For transportation facilities (i.e. roads and mass transit designated in the adopted Village Comprehensive Plan), at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement~~, except as otherwise provided in subsections (4) - (7) of this section~~.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent, as provided in the Village's five-year schedule of

improvements, or the schedule improvements included in the first three years of: (1) The Transportation Improvement Program of the ~~Palm Beach County Metropolitan Planning Organization~~ Palm Beach Transportation Planning Agency; or (2) the adopted Florida Department of Transportation five-year work program.

POLICY 1.7.4: A Comprehensive Plan amendment shall be required to eliminate, defer, or delay construction of any road or mass transit facility which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements.

POLICY 1.7.5: For public school facilities, at a minimum, the Village shall require that the concurrency management system detailed in Objective 1.8, below~~, and the Public School Concurrency element~~ is implemented.

OBJECTIVE 1.8:The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, ~~as defined in the Public School Concurrency element~~. In the case of public school facilities, the issuance of Development Orders, Development Permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

POLICY 1.8.1: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public school facilities level of service. A determination by the School District is not required for existing single family legal lots of record~~, in accordance with the Public Schools Concurrency POLICY 1.8~~.

POLICY 1.8.2: In determining that the necessary public school facilities shall be in place when the impacts of the development occur, the following procedures shall be used:

1. The construction of the facilities is the subject of a binding and guaranteed contract with the School District of Palm Beach County that is executed and guaranteed for the time the Development Order issued;

2. The phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit;

3. The necessary facilities or services are under construction and bonded at the time a Development Order is issued; or

4. Construction appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Five Year Capital

Improvement Schedule~~;, as reflected in Table 11-2 of this element, which shall reflect the addition of FISH capacity for each school, as shown in Appendix A: Concurrency Service Area Table of the Public School Concurrency element support documentation.~~

~~5.~~ POLICY 1.8.3: ~~In accordance with POLICY 8.1, and upholding the exceptions detailed therein,~~ ~~p~~Prior to the issuance of a Development Order/Permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.

~~11.1 CAPITAL IMPROVEMENTS IMPLEMENTATION~~

~~11.4.1 Five-Year Schedule of Improvements~~

POLICY 1.8.4: The North Palm Beach Five-Year Schedule of Capital Improvements for Fiscal Years ~~2010~~ 2024 ~~through 2014~~ 2028 is ~~presented in Tables 11-2~~ CIE 1-2 and ~~11-3~~ CIE 1-3. The School District of Palm Beach County Five Year Capital Improvement Schedule for Fiscal Years ~~2014~~ 2024 through ~~2019~~ 2033 is incorporated by reference. A review of other Comprehensive Plan elements leads to the conclusion that the Capital Improvements element Goal, Objectives and Policies and the Five -Year Schedule of Improvements are internally consistent.

~~11.4.2 Operational Impacts of Proposed Capital Improvements~~

~~A review of proposed capital improvements, as presented on Tables 11-2 to 11-4, in relation to projected increases in Village operating expenses (Ref: Table 6; 2009 CIE Update Support Documentation report, as amended) leads to the conclusion that little or no increases in Village staffing levels should result from programmed projects.~~

~~11.4.3 Implementation, Monitoring, and Evaluation~~

~~The Capital Improvements element, including the Five-Year Schedule of Improvements, shall be reviewed by the Capital Improvements Coordinating Committee on an annual basis as part of the Village budget procedure. Any revisions and/or amendments to the Five-Year Schedule of Improvements shall be made at that time.~~

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GO-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	594,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	495,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,189,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,798,500	398,000	3,973,000	310,000	-	6,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

~~4.0~~

Infrastructure

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

GOALS, OBJECTIVES AND POLICIES

~~GOALS, OBJECTIVES, AND POLICIES~~

~~6.0 SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE (INFRASTRUCTURE)~~

~~6.1 INTRODUCTION~~

~~The Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge (Infrastructure) element is required to be included within the Comprehensive Plan per requirements of State Planning law and rule criteria. Specifically, Chapter 163.3177(6)(c), and Florida Statutes, establishes the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element requirement and Chapter 9J-5.011 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element Goal, Objectives and Policies is presented in the Village Of North Palm Beach Evaluation And Appraisal Report (1996), and Chapter 6 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated October-, 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~6.2 VILLAGE GOAL STATEMENTS~~

CHAPTER 6 INFRASTRUCTURE

GOALS,OBJECTIVES, AND POLICIES

GOAL 1.0: Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Village; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) assure the health, safety and welfare of Village residents. The Village is committed to providing the following services for the next 10- and 20- years:

~~6.2.1~~ a. Sanitary Sewer: Adequate sanitary sewer facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.2~~ b. Solid Waste: Adequate solid waste collection and disposal services and facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.3~~ c. Stormwater Management: Adequate Village-wide drainage and stormwater management facilities shall be available to all residential and non-residential land uses.

~~6.2.4~~ d. Potable Water: Adequate potable water supply facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.5~~ e. Natural Groundwater Aquifer Recharge: A safe and dependable supply of potable water shall be available to all residential and non-residential land uses in the Village.

~~6.2.6~~ f. Coordinate with Seacoast Utility Authority and Palm Beach County in the preparation of their Ten-Year Water Supply Work Plans, consistent with the directives of the Lower East Coast Water Supply Plan.

~~6.3 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: ~~Subsequent to the adoption of the Comprehensive Plan,~~ tThe Village shall require, through the land development approval process that, as a condition of the issuance of any development order or permit, public facilities and services which meet adopted level-of-service standards are available or assured to be available concurrent with the impacts of development. The latest point in the application process for the determination of concurrency is prior to the approval of a development order or permit which contains a specific plan for development, and which contains densities and/or intensities of development.

POLICY 1.1.1: Public facility level-of-service standards as displayed on Table ~~6-1~~ INF ~~are hereby~~ and adopted~~, and~~ shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development. However, potable water level-of- service (LOS) standards used for Water Supply Facilities Planning purposes shall be consistent with those used by Seacoast Utility Authority. Further, coordinate with Seacoast Utility Authority in developing appropriate residential and non-residential LOS categories should they become necessary to better project future water supply needs.

POLICY 1.1.2: The Village Land Development Regulations shall continue to require that all development and/or redevelopment activities comply with concurrency criteria.

POLICY 1.1.3: The Public ~~Services~~ Works Department shall, in cooperation with public utility service providers, maintain procedures to update facility demand and capacity information, as development permits are issued.

POLICY 1.1.4: Village Land Development Regulations shall prohibit the installation of additional septic tank systems within the Village. Further, all new developments within the Urban Service Area shall be served by the central wastewater and potable water systems. The provisions of water and wastewater services within Planning Area 1 shall be governed by POLICY 1.6.2 of the Capital Improvements Element.

POLICY 1.1.5: Village Land Development regulations shall prohibit the installation of individual potable water or irrigation wells in Planning Area 5, west of Northlake, and Planning Area 7, south of Lighthouse Drive, due to proximity to the Wellfield Protection Zone 4 contour ~~(Ref: Figure 3-9, FUTURE LAND USE element).~~

Policy 1.1.6: Developers must provide an economic analysis of the impacts on the Village's public facilities and infrastructure, including but not limited to parks, fire rescue, and police services, for a period of twenty-five (25) years, upon the Village's request.

Policy 1.1.7: The Village shall protect the community's health and environment by reducing reliance on septic tanks and encouraging use of more sustainable and effective wastewater management solutions such as centralized sewer.

TABLE ~~6-1~~ INF NORTH PALM BEACH UTILITIES LEVEL-OF-SERVICE (LOS) STANDARDS	
Facility	**Level-Of-Service Standard**
Sanitary Sewer: * (Urban Service Area Only)	~~Average Day Generation~~ ~~Residential - 66 gallons/capita/day~~ ~~Nonresidential - 1,060 gallons/acre/day~~ Maximum Day Generation Residential - ~~104~~ 107 gallons/capita/day Nonresidential ~~- 1,721 gallons/acre/day~~ There is no fixed non-residential gpd.
Potable Water: * (Urban Service Area Only)	~~Average Day Generation~~ ~~Residential - 99 gallons/capita/day~~ ~~Nonresidential - 1,874 gallons/capita/day~~ Maximum Day Generation Residential - ~~147~~ 188 gallons/capita/day Nonresidential ~~- 2,782 gallons/acre/day~~ There is no fixed non-residential gpd. Storage Capacity Av. Daily Flow x 0.5
*- The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast Utility Authority by Developer's Agreement.	
Solid Waste:	Average Generation Rate Residential: Single-Family: 0.926 tons/capita/yr. Multiple-Family: 0.58 tons/capita/yr. Non-Residential: 6.0 tons/acre/year

Drainage:	Design Storm 3-Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Mg. Dist.
~~Groundwater Recharge:~~	~~Impervious Area~~ ~~Residential~~ ~~Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area.~~ ~~Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~ ~~Non-residential - Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

OBJECTIVE 1.2: The Village shall maintain a five-year schedule of capital improvements needs, to be updated annually, in conformance with the Capital Improvements element. Capital improvements needs are defined as: (1) ~~T~~those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

POLICY 1.2.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Solid Waste - No existing deficiencies identified.

Stormwater Management - Maintain a program of annual inspections, on a Drainage Basin basis, as a means of monitoring the efficiency of the system. Assess the results of the annual program each five years to determine whether or not corrective action is needed.

Potable Water - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Groundwater Recharge - No existing deficiencies identified.

POLICY 1.2.2: A Capital Improvements Coordinating Committee headed by the Village Manager, shall be maintained for the purpose of evaluating and ranking capital improvement projects proposed for inclusion in the five-year schedule of needs.

POLICY 1.2.3: Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines:

Level One - Whether the project is needed to: (a) protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services; and (b) to preserve or achieve full use or efficiency of existing facilities.

Level Two - Whether the project: (a) prevents or reduces future improvement costs; or (b) provides services to developed areas currently lacking full service or promotes in-fill development.

Level Three - Whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

OBJECTIVE 1.3: The Village of North Palm Beach shall continue to provide solid waste collection and drainage services at current levels-of-service to meet existing and projected future demands.

POLICY 1.3.1: The basic solid waste collection service POLICY shall consist of the following components:

1. Maintain the current level of collection service for the residents of the Village.

2. Annually review the need for a contractual agreement for the collection of wastes from commercial establishments presently provided by private haulers in order to assure uninterrupted service and the maintenance of sanitary conditions.

3. Periodically, enlist the assistance of the Solid Waste Authority of Palm Beach County to analyze the efficiency of collection routes in the North Palm Beach area.

4. Maintain a public information service in order to keep the citizens of the Village aware of collection schedules and placement of refuse containers, yard clippings, and other special wastes for collection.

5. Through an annual review, associated with the yearly budget process, maintain a collection system that best serves the residents of North Palm Beach.

6. Maintain regulations which address, but not be limited to, the location of containers and other solid waste to be collected, requirements of residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations to avoid potential health

hazards from solid waste being scattered about.

7. Maintain an annual service program of all vehicles and equipment used in the collection service in order to minimize breakdown which may result in interruptions to service schedules.

POLICY 1.3.2: The basic drainage POLICY shall consist of the following Village responsibilities:

1. Continue annual, routine maintenance of catch basins and conduits.

2. Maintain design criteria within the subdivision ordinance to regulate swale plantings so that their design and function is not compromised.

3. Continue solid trash removal from dead end waterways.
4. Continue regulation of maintenance dredging of waterways through permitting processes.

5. Encourage appropriate land use activities in flood prone areas by implementing the Flood Protection Ordinance.

6. Protect the environmentally sensitive areas ~~defined on Figure 3-13A, Future Land Use element,~~ by limiting post-development runoff rates for stormwater exiting the area to pre-development levels.

7. Continue to require the use of the following water quality Best Management Practices (BMPs): Grass swales; vegetative cover; diversion/retention; erosion control; on-site retention; and catch basin cleaning.

8. Maintain regulations within the Village Land Development regulations to require use of such techniques as vegetation, mulches and berms for the control of pollutants from construction sites.

9. Maintain regulations within the Village Land Development regulations to require: (1) ~~M~~maintenance of flood protection levels provided by natural drainage features; and (2) implementation of ~~Chapter 17-25 (Regulation of Stormwater Discharge), Florida Administrative Code.~~ stormwater discharge regulations.

10. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain current pollutant levels at all outfalls within ~~its~~ the Village's jurisdiction as part of the "Wet Weather" sampling program regulations of the NPDES stormwater permitting process.

11. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain levels of pollutants at all

dry weather sampling areas (i.e. areas with three days of no rain) as part of its "Dry Weather" sampling program regulations of the NPDES stormwater permitting process.

12. The Village shall establish water quality standards consistent with the timing of NPDES permit program requirements.

OBJECTIVE 1.4: The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services to the Village of North Palm Beach to meet existing and projected future demands.

POLICY 1.4.1: Maintain a liaison with the Solid Waste Authority of Palm Beach County in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.

POLICY 1.4.2: ~~Annually, in conjunction with the yearly budget process,~~ Solid Waste Authority shall evaluate the Village's resource recovery program (i.e. paper collection) to determine whether expansion of the program is economically feasible.

POLICY 1.4.4: The Palm Beach County Solid Waste Authority shall be responsible for financing needed transfer and disposal facilities to serve the Village.

OBJECTIVE 1.5: Seacoast ~~Utilities~~ Utility Authority shall continue to own, operate and maintain sanitary sewer, ~~and~~ potable water, and reclaimed water facilities to meet existing demands and coordinate and administer the extension of, or increase in, the capacity of facilities to meet future needs within the Village of North Palm Beach for the next 10- and 20- years planning period.

POLICY 1.5.1: The Village shall assure continued service for the residents of the Village by requiring property owners to execute a Developer's Agreement with Seacoast ~~Utilities~~ Utility Authority prior to issuing a Development Order.

POLICY 1.5.2: Annually monitor rate structures by participating on the Authority Governing Board, so that the lowest possible cost results to Village users.

POLICY 1.5.3: The Village shall maintain a high level of coordination with the Authority, by participating upon its Governing Board, with regard to ~~as regards~~ the provision, maintenance and operation of the sanitary sewer and potable water supply systems including the programming and financing of capital improvements.

POLICY 1.5.4: The use of existing properly constructed and functioning septic tank systems within the Village is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment based upon the application of state water quality standards (i.e. Chapter 62-302, F.A.C. for surface water~~;~~ and Chapter 62- 520, F.A.C. for groundwater~~, and Chapter 100-6, F.A.C. for bathing places~~), and that public health standards are compromised, septic tank systems causing or contributing to the situation shall be repaired or replaced.

POLICY 1.5.5: When central sanitary sewer service becomes available to currently unsewered areas, ~~and existing septic tank systems fail to meet state water quality standards and/or endanger the public health,~~ connection to the central system shall be required~~.~~ within 365 days per F.S. 381.00655.

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the ~~2015 – 2025~~ 2024-2034 Ten Year Water Supply Plan Update (Work Plan) ~~dated July 2015~~ for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan ~~at least each five years~~ within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated regional water supply plan. Any changes affecting the Village's Work Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

OBJECTIVE 1.6: Village stormwater drainage regulations, incorporated within the Subdivision Regulations Ordinance, shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

POLICY 1.6.1: Limit post-development runoff rates and volumes to pre-development conditions ~~consistent with Chapter 40-E, Florida Administrative Code~~ and preserve existing natural drainage features.

POLICY 1.6.2 Village Land Development Regulations shall require the protection and preservation of water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation.

POLICY 1.6.3: Village shall implement a stormwater utility fee to pay for future and existing infrastructure needs.

POLICY 1.6:4: Village shall evaluate the useful life of the stormwater infrastructure to determine future upgrades.

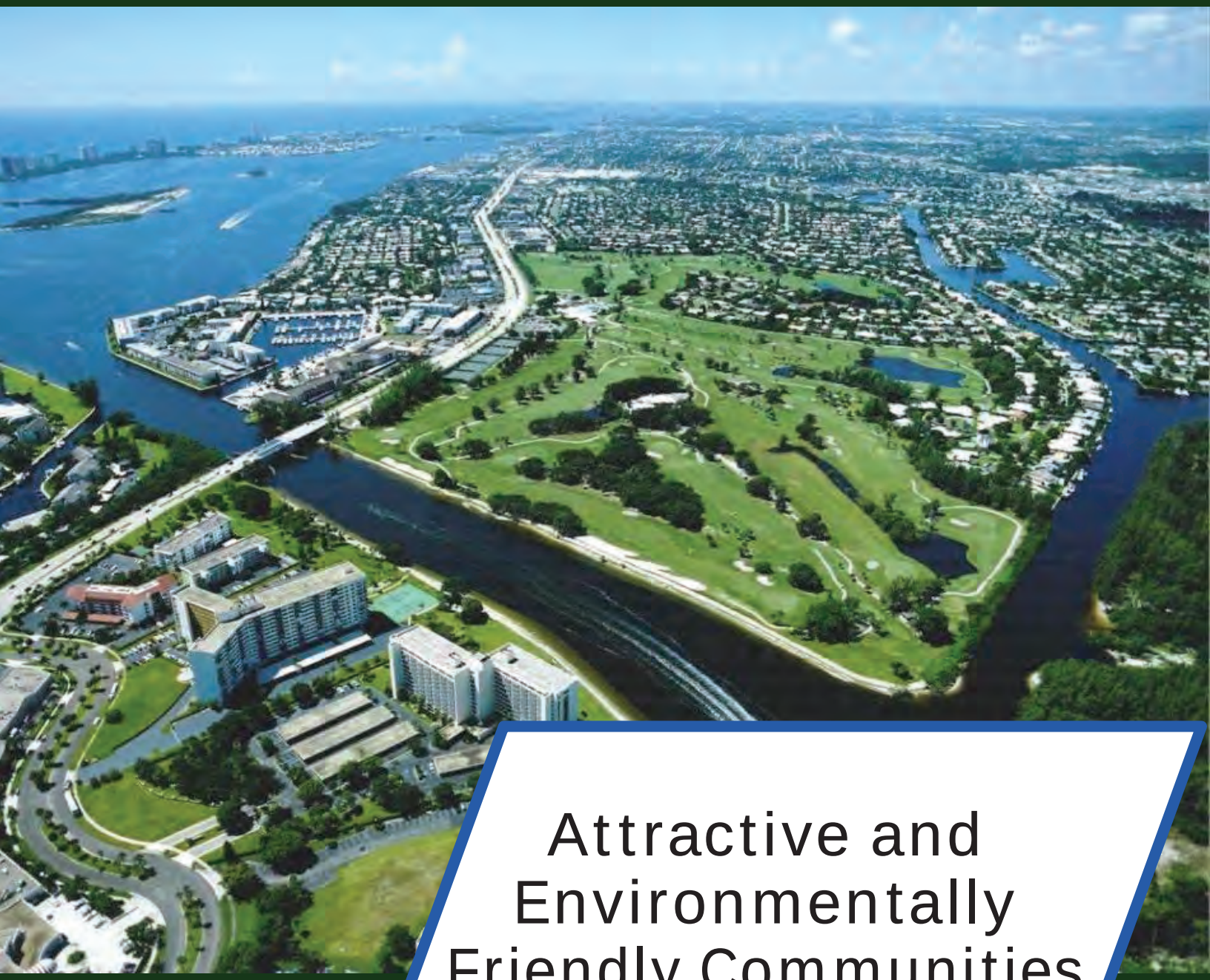
OBJECTIVE 1.7: The Village shall continue to actively participate in potable water conservation programs both on an ongoing and an emergency basis.

POLICY 1.7.1: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.

POLICY 1.7.2: Xeriscape Landscaping practices shall maintained within the Village Land Development Regulations as a means of minimizing future irrigation water needs.

~~POLICY 1.7.3: By implementing the Plumbing Code, the Village shall require the use of low volume fixtures.~~

POLICY 1.7.~~4~~3: As a means of conserving potable water resources, the Village shall continue to use surface water from the C-~~18~~ 17 canal to irrigate the following areas: ~~P~~parks and recreational areas; municipal areas; median strips along U.S. Highway No. 1 and Northlake Boulevard; and the North Palm Beach Country Club.



Attractive and Environmentally Friendly Communities

Coastal Management
Conservation
Recreation and Open Space

Coastal Management

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

~~**7.0 COASTAL MANAGEMENT ELEMENT**~~

~~**7.1 INTRODUCTION**~~

~~The Coastal Management element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Coastal Management element requirement and Chapter 9J-5.012, Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Coastal Management goal, objectives and policies is presented in Chapter 7 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 – Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**7.2 VILLAGE GOAL STATEMENT**~~

~~Protect, conserve and enhance coastal resources while providing for water-dependent land uses in a manner consistent with the general health, safety and welfare of Village residents and visitors.~~

~~**7.3 OBJECTIVES AND POLICIES**~~

CHAPTER 7 – COASTAL MANAGEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL 1.0 - The Village shall protect human life and environmental habitat, limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources for the next 10- and 20-years.

OBJECTIVE 1.1: Maintain or improve the environmental integrity of existing wetlands, marine habitats and coastal resources, including historical sites.

Policy 1.1.1: By implementing Special Policy 1.5.4 of the Future Land Use element, prohibit development in the coastal area that will adversely impact existing marine habitats and resources.

Policy 1.1.2: All planned improvements to John D. MacArthur Beach State Park shall be reviewed by the Village for consistency with the Village Goal Statement and Objectives 1.4, 1.6 and 1.7 of this element.

Policy 1.1.3: Adhere to the Palm Beach Countywide Manatee Protection Ordinance, including signage.

Policy 1.1.4: Historic sites in the Coastal Planning Area shall be protected by implementing Policy 1.1.1 of the Future Land Use element.

Policy 1.1.5: The Village marina siting, and regulatory policy shall consist of the following:

1. Commercial marinas, including their accessory uses, such as wet and dry boat storage facilities, gasoline supplies, and minor repair facilities that are incidental to wet boat storage shall be located in areas with a commercial future land use designation, per the Future Land Use Map Series, and a commercial zoning designation.

2. Commercial marinas shall be located ~~with~~ directly adjacent to one of the following water bodies: Lake Worth; Intracoastal Waterway; C-17 Canal (Earman River); or North Lake.

3. Major repair facilities involving ~~large~~ boats greater than 65 feet in length, or businesses performing engine overhaul shall be prohibited.

4. All new marinas, and major improvements to existing marinas shall provide sewage pump out service to boats seven meters in length, or more.

5. An application for approval of a new marina shall include an environmental assessment consistent with the current requirements of Section 36-38.1 of the Village Code, including and assessment of water depth, water quality impacts, and needed mitigation actions.

6. An application for approval of a new marina shall include a hurricane contingency plan.

OBJECTIVE 1.2: Maintain or improve estuarine environmental quality.

Policy 1.2.1: The Village shall ensure that marinas are sited to minimize impacts upon coastal and estuarine resources by coordinating with Palm Beach County in the development of a marina siting ordinance and by amending land development regulations to assure consistency with regional policies related thereto.

Policy 1.2.2: Require the use of urban Best Management Practices (BMP's) to reduce non-point source pollutant loadings to estuarine waters via the Village's stormwater drainage system.

Policy 1.2.3: Any discharge to the stormwater system containing any sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, or municipal rules, regulations, orders or permits, is prohibited.

Policy 1.2.4: Continue to ~~review the~~ partner with Palm Beach County and support the implementation ~~results~~ of actions specified in the Lake Worth Lagoon Management Plan as approved by the Palm Beach County Board of County Commissioner's July 13, 2021 ~~Study and~~. The Village shall review any future studies to determine the need for Comprehensive Plan amendments ~~by the Village~~ to further protect marine resources and/or improve water quality.

OBJECTIVE 1.3: The Village shall retain water-dependent recreational land uses, which are accessible to the public.

Policy 1.3.1: The Village shall continue to support the State's efforts to increase public use of, and access to the John D. MacArthur Beach State Park facility in Planning Area 1.

Policy 1.3.2: The Village shall continue to provide public access by maintaining the following facilities: Anchorage Marina (active boating facility); and Lakeside Park (passive recreational facility).

Policy 1.3.3: Redevelopment proposals that include an existing water-dependent land use may be allowed, via the planned unit development or variance procedure, to exceed the maximum intensity standards listed in Policy 1.1.~~A.~~4 of the Future Land Use Element, provided that: (1) such redevelopment proposals are found by the Village to be compatible with neighboring land uses; (2) the water-dependent land use is retained and/or enhanced; and (3) public access is retained or provided.

OBJECTIVE 1.4: Protect beaches and dunes and minimize impacts of man-made structures while providing public access to the entirety of the beaches and shoreline areas in Planning Area 1.

Policy 1.4.1: Future development in Planning Area 1 shall be consistent with the John D. MacArthur Beach State Park ~~Master~~ Management Plan as approved by the Florida Department of Environmental Protection in August 2020.

Policy 1.4.2: Erosion control measures shall be limited to those that do not interfere with normal littoral processes, sea turtle nesting and hatching activities or negatively impact coastal natural resources.

Policy 1.4.3 Allow only native dune vegetation to be used in landscaping of dune systems in Planning Area 1 consistent with the criteria established in the John D. MacArthur State Park ~~Master~~ Management Plan.

Policy 1.4.4: Beach and dune alteration and construction shall be consistent with the John D. MacArthur State Park ~~Master~~ Management Plan.

OBJECTIVE 1.5: Maintain or reduce hurricane evacuation times by implementing the Future Land Use and Capital Improvements elements and increasing the database regarding special needs populations and continuing to participate in the County ~~Peacetime~~ Comprehensive Emergency Management Plan adopted by the Palm Beach County Board of County Commissioners on July 7, 2020 through R-2020-0801.

Policy 1.5.1: The Village shall identify through notice in the Village newsletter and/or utility bills, residents who need special assistance during emergency evacuation and notify the appropriate civil and emergency management agencies of the same.

Policy 1.5.2: Provide constant input to the Emergency Management Center with respect to road conditions, accidents, flooding, and the status of evacuation activities, during hurricane evacuation periods through the Village Public ~~Safety~~ Works Department.

Policy 1.5.3: Urban development in Planning Area 1 shall be discouraged by implementing the "Conservation/Open Space" Land Use designation.

Policy 1.5.4: North Palm Beach shall continue to participate with Palm Beach County and other local municipalities in developing and executing an ongoing unified strategy (Local Mitigation Strategy) for reducing the Village's vulnerability to identified natural, technological and societal hazards.

OBJECTIVE 1.6: Regulate development and limit public expenditures that subsidize development in coastal high hazard areas, (i.e. The area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm

surge model, as illustrated on RCM- Map 2. ~~Figure 3-7 of the Future Land Use Map Series).~~

Policy 1.6.1: The repair, relocation, or replacement of infrastructure within the coastal high hazard area shall be prioritized when State funding is needed as follows: (1) When the general health, safety and welfare of the community is directly impacted, the use of State funding shall be used for repair, or replacement of infrastructure; (2) When the general health, safety and welfare is not directly impacted, repair of infrastructure can be considered; and (3) relocation of infrastructure shall be given the lowest of priority.

Policy 1.6.2: As part of this Comprehensive Plan, the Village shall designate Planning Area 1 as a "non-service area" (Ref: Objective 6, Capital Improvements element).

Policy 1.6.3: A development shall not be approved unless all land intended for use as building sites can be used safely for building purposes, without danger from flooding or other inundation. In order to determine potential danger from flooding, or other inundation in the coastal high hazard area, the Village Public ~~Services~~ Works Department may require the submittal of a Flood Hazard Report, pursuant to Section 36-11 (24) of the Village Code, prior to issuing a development order.

Policy 1.6.4: The Village shall discourage expenditure of public funds in the coastal high hazard area, unless funds are to be used to upgrade existing facilities or infrastructure, or to replace damaged infrastructure.

OBJECTIVE 1.7: Level-of-Service Standards in the Coastal Planning Area shall be defined by the application of Policies 1.5.1, 1.6.1 and 1.6.2 of the Capital Improvements E~~e~~lement. Phasing of infrastructure shall be defined by the application of Policy 1.5.2 of the Capital Improvements element.

Policy 1.7.1: Through citizen advisory committees, evaluate the need for additional water-dependent and water-related uses in the coastal planning area. Additional needs should be identified in conjunction with the recommendations generated in Objective 1; Recreation and Open Space element.

OBJECTIVE 1.8: The Village shall provide for post-disaster redevelopment plans, which will reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 1.8.1: The Village shall provide for repair, relocation, or structural modification of damaged infrastructure and services,

according to the priorities established in Policy 1.6.1, and consistent with federal funding requirements. Priority shall be given to immediate clean-up actions, and the maintenance of critical municipal services in the coastal high-hazard area, including but not limited to local roadways, drainage systems, and solid waste collection service that are the operational responsibility of the Village.

Policy 1.8.2: The Village shall limit development in Planning Area 1 to Conservation/Open Space uses. Further, the Village shall require redevelopment in the coastal high-hazard area to conform to current building pad elevation standards.

Policy 1.8.3: The Village, where possible and economically feasible, shall: (1) Discourage the expenditure of public funds to build new facilities and infrastructure within the coastal high hazard area; and (2) locate public infrastructure and facilities outside of the coastal high-hazard area.

OBJECTIVE 1.9: Create a Coastal Planning Area identifying specific properties located within a flood zone, which are more at-risk of natural disaster hazards.

Policy 1.9.1: All structures within the Coastal Planning Area shall be constructed one (1) foot above the minimum Base Flood Elevation established in the FEMA Flood Insurance Rate Maps.

Policy 1.9.2: All seawalls shall be placed at a height equal or above four (4) foot NAVD88. ~~the lowest base flood elevation for the property.~~

Policy 1.9.3: Property owners shall be encouraged to raise lands out of the flood zone during substantial redevelopment and seek a Letter of Map Change request from FEMA.

Policy 1.9.4: The Village shall encourage property owners to provide yearly maintenance and assessment of seawall stability.

OBJECTIVE 1.10: The Village shall continue to participate in the National Flood Insurance Program and maintain the lowest possible Community Rating System level.

Policy 1.10.1: The Village shall consider the acquisition of at-risk lands within the Coastal Planning Area as opportunities arise.

Conservation

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8

~~**8.0 CONSERVATION**~~

~~**8.1 INTRODUCTION**~~

~~The Conservation element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Conservation element requirement and Chapter 9J-5.013 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Conservation goal, objectives and policies is presented in Chapter 8 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**8.2 VILLAGE GOAL STATEMENT**~~

~~Protect, conserve and enhance existing natural resources, including vegetative communities, fish and wildlife habitats and species of special concern.~~

~~**8.3 OBJECTIVES AND POLICIES**~~

CHAPTER 8 CONSERVATION

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: Ensure the conservation and appropriate use of minerals, soils, and native vegetative communities through the continued enforcement of Village rules and regulations and development (site) plan reviews for the next 10- and 20-years.

OBJECTIVE 1.1: Protect air quality and reduce energy consumption within the Village.

Policy 1.1.1: Continue the required use, within the Village Land Development Regulations, of construction practices such as seeding, wetting and mulching which minimize airborne dust and particulate emission generated by construction activities. These practices shall be undertaken within 30 days of completion of clearing work.

Policy 1.1.2: Open burning of land clearing debris shall be prohibited without a permit issued by the Palm Beach County Health Department.

Policy 1.1.3: The Village supports the County's efforts to reduce the potential for automotive emission pollution by programs such as carpooling, public transportation, public mass transit, employer-based transportation management, and work from home. ~~use of~~

~~flex time~~. Further, create public awareness of the benefits of limiting the idling of vehicles.

Policy 1.1.4: Coordinate, as necessary with county transportation planning agencies to increase the quality of public mass transit services within the Village consistent with Policy 1.9.1; Transportation element.

~~**Policy 1.5**: Participate in the county-wide effort to require all gas station pumps be equipped with vapor recovery systems. The Village shall adopt an ordinance to this effect or continue to participate in implementing the countywide ordinance.:. Encourage measures to verify quality of motor vehicle air emission equipment.~~

Policy 1.1.5~~6~~: Educate the public on the proper placement of canopy trees and other landscape materials in order to strategically provide shade and reduce energy consumption.

OBJECTIVE 1.2: Protect, conserve and enhance the ~~water~~ quality of waters that flow into estuarine or oceanic waters within the Village through the implementation of Best Management Practices (BMP's) ~~including~~.

Policy 1.2.1: Continue to require the use of Urban Best Management Practices (BMP's within the Village's development regulations.

Policy 1.2.2: Village land development regulations shall continue to require that, in water management systems where use of stormwater retention systems is necessary, any modifications to, or construction of canals shall incorporate water and habitat quality enhancement features such as planned littoral zones or shallow shelves, bank slopes conducive to shoreline vegetation and immediate vegetative stabilization of any bare ground adjacent to the system, as appropriate.

Policy 1.2.3: Except as in accordance with a valid NPDES permit, any discharge to the Village stormwater system that is not composed entirely of stormwater is prohibited. ~~Unless the Director of Public Services determines that they are not properly managed, authorized exceptions to this policy are as follows:~~ The following exceptions apply: (a) Flows from fire fighting, water line flushing, and other contributions from potable water sources; (b) landscape irrigation and lawn watering, (c) irrigation water; (d) diverted stream flows; (e) rising groundwaters; (f) direct infiltration to the stormwater system; (g) uncontaminated pumped groundwater; (h) foundation and footing drains; (i) water from crawl space pumps; 0) air conditioning condensation; (k)

individual residential car washings; (l)flows from riparian habitats and wetlands; and (m) de-chlorinated swimming pool contributions. The Director of Public Works may prohibit any of the above exceptions if they are not properly managed.

Policy 1.2.4: The Village shall protect water quality by restricting activities and land uses known to adversely affect the quality and quantity of identified water sources such as natural groundwater aquifer recharge areas and wellhead protection areas. The Village's ground water protection policy shall consist of the following:

- Policy 3~~2~~.2 Future Land Use element;
- Policy 3~~2~~.3 Future Land Use element;
- Policy 4~~3~~.3 Future Land Use element;
- Special Policy 5.17 Future Land Use element;
- Policy 1.4 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge (~~Utilities~~ Infrastructure) element;
- Policy 1. 5 ~~Utilities~~ Infrastructure element,
- Policy 5.4 ~~Utilities~~ Infrastructure element; and
- Policy 5.5 ~~Utilities~~ Infrastructure element.

OBJECTIVE 1.3: Conserve potable water supplies during periods of water shortage, as defined by the South Florida Water Management District.

Policy 1.3.1: Continue to institute emergency water conservation techniques and programs under the direction of South Florida Water Management District, as per Chapter 40E-21, Florida Administrative Code.

Policy 1.3.2: Current per capita consumption rates indicate that there is a need to conserve water usage. Therefore, the Village shall protect water resources by adopting the South Florida Water Management District's mandatory year-round landscape irrigation conservation measures. ~~no need to reduce water usage within the Village during 1999-2005 period.~~

OBJECTIVE 1.4: Conserve soil and native plant communities and remove and prevent the spread of invasive exotic plant species.

Policy 1.4.1 Develop and maintain erosion control plans for areas experiencing continued erosion of shoreline or banks. The Village shall continue to seek assistance from the SFWMD to institute an erosion control program for the C-17 Canal.

Policy 1.4.2: Land development regulations shall contain: (1) The requirement that all applications for new development contain an inventory of native plant communities and endangered species and a program for the preservation thereof; (2) a statement regarding the suitability of soils for development; and (3) the prohibition of planting exotic, invasive plant species and a program for the removal thereof.

Policy 1.4.3: The Village shall identify invasive exotic species to remove on Village properties and replace with native vegetation as necessary and feasible. ~~continue its annual program of exotic plant species removal and/or trimming on public lands with the Village limits.~~

Policy 1.4.4. All new developments and substantial redevelopment shall utilize at least 50% native plant material when providing required landscaping.

OBJECTIVE 1.5: Conserve and protect fish and wildlife and their habitats.

Policy 1.5.1 No person shall operate a boat, or any other vessel, including water sport apparatus or other physical object capable of transporting human beings or other cargo on water, at a speed resulting in creation of a wake ~~in excess of five miles per hour~~, in any of the waterways within the Village, with the exception of the waters of Lake Worth and the Intracoastal Waterway, except in cases of fire or extreme emergency.

Policy 1.5.2: ~~Upon completion of the Manatee Protection program for Palm Beach County, I~~ Incorporate pertinent control measures within the Village's Comprehensive Plan to comply with the Palm Beach County Manatee Protection Program approved by the Board of County Commissioners on August 21, 2007.

OBJECTIVE 1.6: The Village shall maintain measures regulating the management and mitigation of hazardous wastes and materials.

Policy 1.6.1: The Village shall maintain an ordinance regulating the storage and disposal of hazardous wastes and materials.

~~**Policy 6.2**: The Village shall provide for management of hazardous wastes to protect natural resources through its local Haz-Mat team.~~

Policy 1.6.2~~3~~: The ~~Public Safety~~ Fire Rescue Department shall take any necessary actions, including clean-up, removal and/or abatement of hazardous substances discharged upon or into public or private property, or facilities within the Village. Further, any person or persons responsible for causing or allowing an

unauthorized discharge of hazardous substances requiring the action of the Fire Rescue ~~Public Safety~~ Department, or its authorized agents, shall reimburse the Village for the full amount of all costs associated with investigating, mitigating, minimizing, removing and abating any such discharge, according to a payment schedule established by the Village.

OBJECTIVE 1.7: The Village of North Palm Beach will protect and conserve mangroves, wetlands and sea grasses to ensure that there will be no net loss of the existing natural resources within the Village.

Policy 1.7.1: Mangrove, wetlands and sea grass areas within the Village shall be deemed environmentally sensitive in recognition of their many natural functions and values, and, to further the public interest, shall be protected from incompatible land uses. The Village shall afford protection to all these resources regardless of size.

Policy 1.7.2: The definition of mangroves and wetlands to be used for regulatory purposes by the Village shall be the most comprehensive definition of the definitions of wetlands used by the South Florida Water Management District, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Representatives of these agencies will be contacted for assistance in identifying the location of all wetland areas within the Village.

Policy 1.7 .3: The location of mangrove, wetland, and sea grass areas shall be identified by survey at the time of a development application review. The Village shall not issue a development order or permit for a parcel until all such areas on and adjacent to the subject parcel have been identified and located.

Policy 1.7.4: No development, including residential development, shall be permitted within mangrove or other wetland areas unless project alternatives that would avoid mangrove and wetland impacts are unavailable and mitigation is provided by the applicant to offset adverse impacts. For purposes of this policy, sufficient mitigation is defined as that which is required by F.S. § 403.9332~~Florida Administrative Code Rules 17-312.300 through 17-312.390.~~

Policy 1.7.7: No pier, dock or walkway shall be located on submerged land which is vegetated with sea grasses except as is necessary to reach waters at a depth as prescribed by the State Department of Environmental Protection. The docking terminus shall not be located over a sea grass bed.

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

Policy 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

Policy 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent that they may apply to the Village of North Palm Beach.

Policy 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

OBJECTIVE 1.9: Encourage and promote green design techniques for new development, redevelopment and infill projects.

Policy 1.9.1 Water reduction through use of native vegetation, reduction in urban heat island effects by selecting alternative materials, and reduction in energy consumption through building systems and design.

Policy 1.9.2 Support creation of community gardens on Village owned property.

Policy 1.9.3 Encourage education of Village residents to utilize native vegetation on single-family properties.

Recreation and Open Space

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities Element 9

~~**9.0 RECREATION AND OPEN SPACE**~~

~~**9.1 INTRODUCTION**~~

~~The Recreation and Open Space requirement was repealed by the Florida Legislature in a 1996.However, Chapter 163.3177, (7)(k), Florida Statutes permits a local government to include additional elements, which are deemed necessary by the local government, upon recommendation of the Local Planning Agency (LPA).~~

~~Due to the importance of recreational facilities to the character of North Palm Beach, the Village has determined it necessary to maintain the Recreation And Open Space element within the Comprehensive Plan.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Recreation and Open Space goal, objectives and policies is presented in Chapter 9 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**9.2 VILLAGE GOAL STATEMENT**~~

~~Ensure that the existing and future recreation and open space facilities and programs are maintained and improved in order to meet current and projected needs of Village residents.~~

CHAPTER 9 - RECREATION AND OPEN SPACE

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: To ensure adequate recreation and open space opportunities for all sectors of the community and enhance the quality of life North Palm Beach offers through the development of attractive parks, recreation facilities, and open spaces for the next 10-and 20-year planning horizon.

OBJECTIVE 1.1: Maintain, annually review, and update as necessary, the master development program for all Village recreation facilities.

Policy 1.1.1: On an annual basis, review each existing recreation facility in terms of its recreation development potential by analyzing existing uses, parking areas, condition of facilities and site design characteristics.

Policy 1.1.2: The Village shall investigate development of a Parks Master Plan to assess desired and needed recreation amenities.

ATTRACTIVE AND EVIRONMENTALLY-FRIENDLY COMMUNITY

OBJECTIVE 1.2: All existing recreation facilities shall be maintained, as financially feasible, at a level equivalent to that which is currently in use ~~evidence~~. **Policy 1.2.1**: Provide maintenance program funding for existing and future recreation facilities through the annual budgeting process, including an annual review of facility condition, and user and permit fees.

Policy 1.2.2: Encourage "adopt a park" program to be utilized by various neighborhood groups and organizations.

Policy 1.2.3: Enhance parks facilities by establishing a requirement for development impact fees.

OBJECTIVE 1.3: Plan for the provision of facilities in advance of their actual need.

Policy 1.3.1: Maintain a five-year Capital Improvement Program for recreation facilities based upon the results of the annual review completed pursuant to Policy 1.1.

Policy 1.3.2: Long-range recreation improvements for land and facilities shall be based upon projected needs of the buildout population

Policy 1.3.3: Continue to require recreational site dedications for new developments as currently required by the Subdivision Ordinance.

OBJECTIVE 1.4: Review leisure programs, on an annual basis, in conjunction with the Village budget procedure as a means of meeting current resident needs.

Policy 1.4.1: Continue to expand library cultural programs to include all ages.

Policy 1.4.2: Continue to plan expansion of all programs to satisfy population increases with the aid and advisement of citizen advisory boards.

OBJECTIVE 1.5: Establish Level of Service Standards for recreation facilities and open spaces within the Village.

Policy 1.5.1 ~~Level-of-Service Standards, per Table 9-1, shall be maintained for recreation and open space facilities within the Village and incorporated within the Village Land Development Regulations.~~ A level of service standard shall be maintained at the current level of development: 4.15 acres of neighborhood and community park space per 1000 residents.

Policy 1.5.2: Specific open space definitions consistent with Level-of-Service Standards shall be maintained within Village Land Development Regulations.

OBJECTIVE 1.6: ~~Reserved.~~ Identify and assess opportunities for enhanced youth sports activities.

Policy 1.6.1: Identify service gaps in youth sports leagues that neighboring municipalities are not providing.

Policy 1.6.2: Provide opportunities for residents and general public to utilize Village facilities, which may operate independently of the Village Recreational programs.

OBJECTIVE 1.7: Increase the existing capacity ~~inventory~~ of recreation and areas open space facilities by coordinating public and private resources.

Policy 1.7.1: ~~Enter~~ Assess the viability of entering into an agreement with ~~The Benjamin School~~ public and private schools for the joint use of the ~~football/soccer~~ athletic fields as future needs dictate.

Policy 1.7 .2: Development of park sites shall be consistent with specific plans designed to:

A) Achieve cost efficiency;
B) Fulfill the spatial and functional needs of the intended uses;
C) Enhance the appearance of the Village;
D) Establish highly visible Village points of interest, which create a sense of community.
E) Provide accessibility to all residents.

~~Enforce open space and recreation site dedications as required by the zoning and subdivision ordinance through the Village Land Development approval process.~~

OBJECTIVE 1.8: Provide access to library resources for all Village residents.

Policy 1.8.1: Continue to encourage the equitable inter-community sharing of recreational and library facilities.

OBJECTIVE 1.9: The Village shall improve and enhance access to parks, recreation and community facilities by establishing connections to activity centers and neighborhoods through sidewalks and enhanced streetscapes by developing a Village trail system.

Policy 1.9.1: ~~Investigate the need for~~ Develop a Bicycle and Pedestrian Master Plan.

Policy 1.9.2: Identify gaps in pedestrian connectivity and establish Village rights-of-way and properties to create connections, including alleyways.

Policy 1.9.3: All new developments and substantial redevelopments shall dedicate access easements to the Village as necessary to create connections identified in a Bicycle and Pedestrian Plan, as requested by the Village.

OBJECTIVE 1.10: Maintain the North Palm Beach Country Club open to the public.

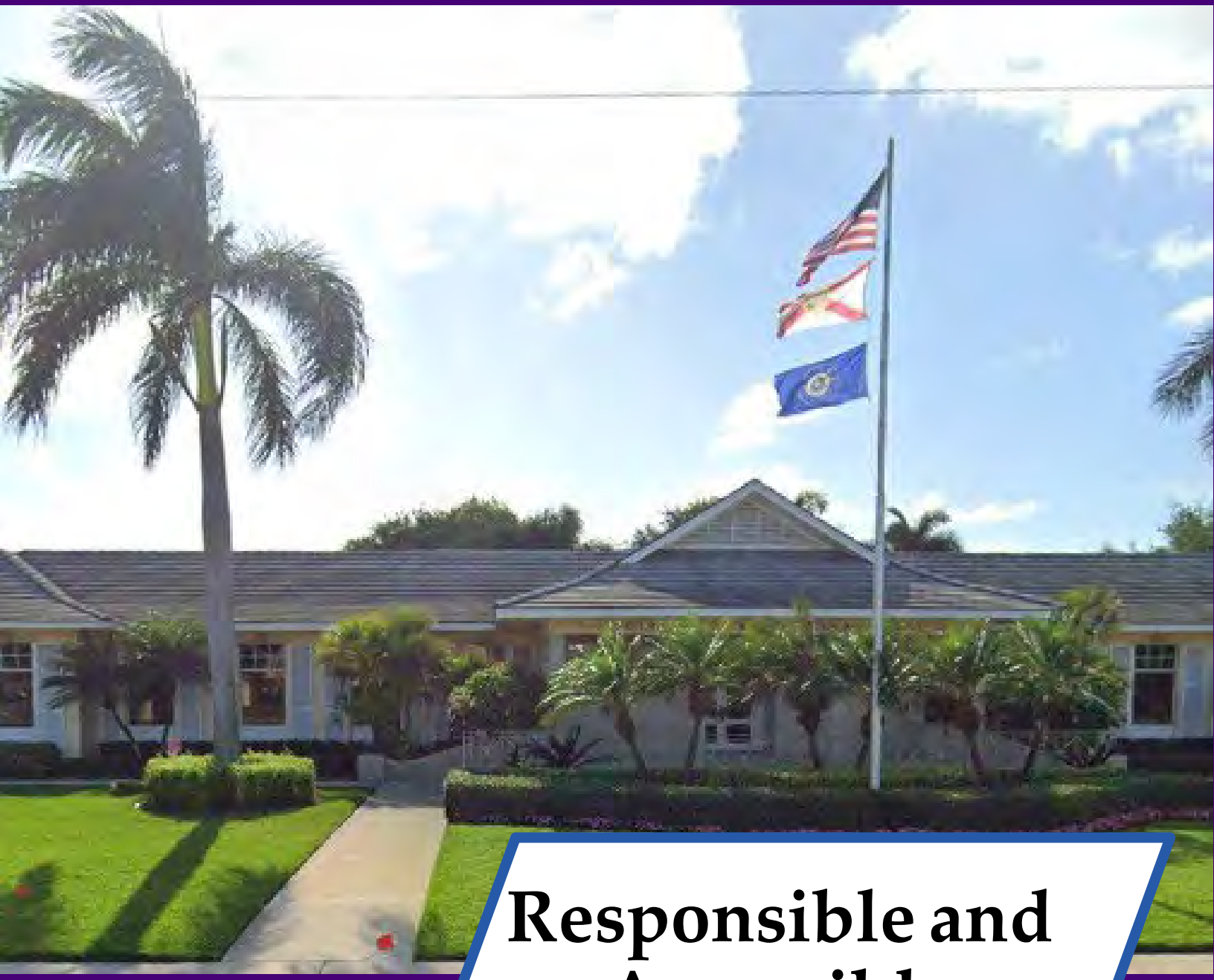
Policy 1.10.1: Consider creation of a strategic plan to identify fiscal and operational sustainability of the Country Club facilities.

~~TABLE 9-1~~

~~**RECREATION AND OPEN SPACE**~~

~~**LEVEL OF SERVICE STANDARDS TABLE**~~

~~**Classification Area/Activity**~~	~~**Standard (unit/population)**~~
~~Neighborhood Parks~~	~~2 acres/1 , 000~~
~~Community Parks~~	~~2 acres/1 , 000~~
~~Beaches~~	~~1 mile/31,250~~
~~Marinas~~	~~1 slip/2,500~~
~~Boating~~	~~1 ramp/6,250~~
~~Golf Courses~~	~~9 holes/30,000~~
~~Swimming~~	~~1 pool/31,250~~
~~Tennis~~	~~1 court/2,500~~
~~Basketball~~	~~1 court/2,500~~
~~Shuffleboard~~	~~1 court/6,250~~
~~Baseball/Softball~~	~~1 field/7 ,200~~
~~Football/Soccer~~	~~1 field/4,800~~
~~Handball/Racquetball~~	~~1 court/6,000~~
~~Playground Areas~~	~~1 area/3,600~~
~~Volleyball~~	~~1 court/7,200~~



Responsible and Accessible Government

Intergovernmental Coordination
Property Rights
Evaluation and Monitoring

Intergovernmental Coordination

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government

Element 10

~~**10.0 INTRODUCTION**~~

~~The Intergovernmental Coordination element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (h), Florida Statues, establishes the Intergovernmental Coordination requirement and Chapter 9J-5.015 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Intergovernmental Coordination goal, objectives and policies is presented in Chapter 10 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report date 1999. Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR- Based Amendment Support Documentation dated 2009.~~

~~**10.1** VILLAGE GOAL STATEMENT~~

~~Maintain and initiate, where necessary, an efficient and effective network of intergovernmental coordination mechanisms oriented to addressing issues and needs necessary to implement the goals and objectives of the North Palm Beach Comprehensive Plan. Further, intergovernmental coordination shall be oriented to maintaining the current character of the Village, while addressing issues and needs necessary to maintain adopted Level-of-Service (LOS) Standards.~~

~~10.2~~ CHAPTER 10 INTERGOVERNMENTAL COORDINATION

GOALS, OBJECTIVES AND POLICIES

GOAL 1: To improve governmental efficient and effectiveness and resolve conflicts and incompatibilities for the next 10- and 20-year planning horizon through cooperation, communication and flexible relationships between North Palm Beach and all other governmental organizations which share common interests and issues.

OBJECTIVE 1.1: Coordinate Comprehensive Plan and Conflict Resolution. Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board, and current service providers.

Policy 1.1.1: All relevant information necessary for review and comment by affected governments shall be supplied by the Village.

Policy 1.1.2: Notify Lake Park, Palm Beach Gardens, Riviera Beach, Palm Beach County, the Palm Beach County School Board and

municipal service providers regarding pending land use amendments ~~or land development decisions~~ within North Palm Beach. Formally notify appropriate governments of pending planning or development activities on lands adjacent to their borders, including the need for additional intergovernmental coordination mechanisms. Comments regarding the impacts upon adjacent municipalities shall be formally considered by the Village prior to making a land use planning or development decision in these areas. If the Village and the commenting municipality cannot devise the means to jointly mitigate perceived adverse impacts, the Village shall initiate a request for mediation services offered by the Treasure Coast Regional Planning Council.

~~Policy 1.3: Notify the Treasure Coast Regional Planning Council during the Village comprehensive plan amendment process and provide an opportunity for their review and comment.~~

Policy 1.1.3~~4~~: Continue the current level of participation in the implementation of the Palm Beach County Housing Assistance Plan. ~~by updating and executing the current Interlocal Agreement upon request by the Palm Beach County Department of Community Development~~. Further, participate with other local government, under the direction of Palm Beach County, to develop and implement a "fair-share" program to address countywide very-low, low and moderate income housing needs, including financing mechanisms and incentives and participation in State and/or Federal subsidy programs.

Policy 1.1.4~~5~~: Maintain the Village Zoning Code provisions regarding the placement of Community Residential ~~Group~~ Home facilities in North Palm Beach.

Policy 1.1.5~~6~~: Investigate a joint-use arrangement with Benjamin School as a means of meeting future ~~recreational~~ facilities needs in the Village.

Policy 1.1.6~~7~~: ~~Pending the results of the County environmental study of Lake Worth,~~ Participate with other local governments in the development and implementation of a Lake Worth Lagoon Management Plan.

Policy 1.17.~~8~~: The Village shall continue participating in the ~~"Comprehensive Plan Amendment" (IPARC) interlocal agreement~~ Palm Beach County "Intergovernmental Plan Amendment Review Committee" (IPARC) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District and various special districts in the formalized effort to establish a countywide intergovernmental coordination program. The program is established to review proposed changes to comprehensive plans of adjacent local governments, as well as the plans of other entities providing services, but not having regulatory authority over the use of land.

Policy 1.1.8~~9~~: The Village shall continue to participate in ~~"Multi-Jurisdictional Issues Coordination Forum" interlocal agreement~~ the Palm Beach County "Issues Coordination Forum" (Issues Forum) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District, and various special districts in order to participate in the formalized effort to create a multi-jurisdictional issues forum. The program will facilitate the identification and resolution of countywide issues by providing a vehicle for consensus building through joint research and debate.

Policy 1.1.9~~10~~: If an issue is identified through the Intergovernmental Plan Amendment Review Committee (IPARC) review process ~~(Ref: Policy 1.8)~~ or the Issues Coordination Forum ~~(Ref: Policy 1.9)~~, utilize interlocal agreements to identify joint planning areas and implement planning responsibilities, as necessary.

Policy 1.1.10~~1~~: If it is determined during the development order review process that a development within the Village of North Palm Beach will have negative impacts upon levels- of- service (i.e. cause the service level to fall below adopted L.O.S. standards) within a neighboring jurisdiction, then the Village shall negotiate an interlocal agreement to address: (1) h~~H~~ow the costs of impacts will be borne; and (2) w~~W~~ho will bear the costs of impacts.

Policy 1.1.11~~2~~: North Palm Beach shall coordinate with those schools which serve the Village, and are part of the State University System, regarding the development of campus master plans, or amendments thereto, in accordance with Section 240.155, Florida Statutes.

~~Policy 1.13: Continue to participate in The Northlake Boulevard Corridor Task Force, whose purpose is to develop consistent standards for signage and development along the roadway.~~

Policy 1.1.1~~24~~: ~~Continue to participate in the Lake Worth Hike/Bike Trail Task Force, whose purpose is to develop a trail for use by pedestrians and bicyclists, including John D. MacArthur Beach State Park, Singer Island, and U.S. Highway No. 1.~~

Policy 1.1.1~~35~~: Require that all applicants for development approval procure written confirmation of availability of potable water service prior to the issuance of a building permit.

OBJECTIVE 1.2: Coordinate Annexation Procedures In conjunction with the Future Annexation Areas map, ~~(Ref: Figure 13-1, Annexation element)~~ continue to coordinate with appropriate jurisdictions regarding: (1) the elimination of enclaves in Planning Areas 2, 5, and 7; and (2) the elimination or mitigation of potential land use conflicts with adjacent development activities in Planning Areas 1, 5, and 7.

Policy 1.2.1: Continue to coordinate with neighboring jurisdictions, including the Florida Department of Transportation, ~~Metropolitan~~ Transportation Planning Agency ~~Organization~~, Palm Beach County, Palm Beach Gardens, Juno Beach, Jupiter, and Tequesta regarding the issues of: (1) reducing ~~maintaining~~ U.S. Highway No. 1 to ~~as~~ a four-lane section; and (2) creation of a greenway and bicycle path along U.S. Highway No. 1 within the current right-of-way.

Policy 1.2.2: At the time of each required Evaluation and Appraisal Report-based Comprehensive Plan update, the Village shall continue to participate in the comprehensive planning processes of Palm Beach Gardens and Lake Park ~~Riviera Beach~~ regarding the protection of existing land uses in North Palm Beach from potential adverse impacts of development on properties in adjacent municipal jurisdictions.

Policy 1.2.3 ~~2.3.~~ Prior to, or concurrently with any annexation action by the Village in the area west of Ellison Wilson Road, within Planning Area 2, petition the City of Palm Beach Gardens to de-annex the Ellison Wilson Road right-of-way.

OBJECTIVE 1.3: Coordinate Level of Service (LOS) Standards. Establish Level-of-Service (LOS) Standards consistent with those of adjacent local governments and current service providers, while recognizing potential differences in local circumstances.

Policy 1.3.1 Should future conditions dictate, officially request the Florida Department of Transportation, Treasure Coast Regional Planning Council and Palm Beach County to jointly participate in designating the link of State Road A1A in Planning Area 1 as a "constrained facility", subject to a reduced level of performance.

Policy 1.3.2: For planning purposes, the Village shall use system-wide potable water and wastewater level-of-service standards developed by Seacoast Utility Authority.

Policy 1.3.3: Request the South Florida Water Management District to jointly develop a program to investigate alternative means to control bank erosion problems along the C- 17 Canal, including the development of a scope of work and project funding.

Policy 1.3.4: The Village will coordinate adopted solid waste LOS standards with Palm Beach County and Solid Waste Authority.

Policy 1.3.5: Utilize the University of Florida's Bureau of Economic and Business Research (BEBR) data to extrapolate population projections for comprehensive planning purposes.

Policy 1.3.6 The Village will provide Palm Tran the data needed for effective implementation of overall service, including the provision of services for transportation-disadvantaged residents.

Policy 1.3.7: The Village shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning" which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on December 15, 2015, consistent with s.163.3177(6)(h)1and 2. F.S., and 163.3180, F.S.

OBJECTIVE 1.4: Coordinate Growth Management Issues. At the time of each required ~~Five Year~~ Evaluation and Appraisal Report-based Comprehensive Plan update, and through local land development approval processes, coordinate with agencies and governments charged with planning and/or review

responsibilities at all levels of government for the purpose of maintaining consistency among planning and development activities.

Policy 1.4.1: Annually evaluate the need to strengthen mutual and automatic aid agreements for: (1) fire and police protection; and (2) public safety ~~emergency medical~~ services communications. The annual evaluation shall be completed in conjunction with the Village budget process.

Policy 1.4.2: Maintain current standards and responsible performance in the development and execution of interlocal agreements with other jurisdictions.

Policy 1.4.3: Continue to participate in the management of the Lake Worth estuarine system, under the guidance of County, State and Federal regulatory agencies, in conservation and management programs by requiring all necessary permits (i.e. dredge and fill, surface water management, etc.) to be submitted to the Village prior to issuing a building permit.

Policy 1.4.4: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall confirm the availability of potable water service, consistent with the regional water supply plan and Ten-Year Water Supply Facility Plans of Seacoast Utility Authority and Palm Beach County.

Policy 1.4.5 The Village will continue to coordinate with the Palm Beach County Board of County Commissioners staff for the provision of countywide services, including but not limited to, solid waste landfills and the Palm Beach County Emergency Operations Center.

OBJECTIVE 1.5: Dredging Coordination. Coordinate with appropriate state and federal agencies having siting, maintenance, and operations responsibilities in the designation of future dredge spoil disposal sites within the Village, as required.

Policy 1.5.1: Should future sites be required, the Village shall work cooperatively with regulatory agencies to identify appropriate dredge spoil disposal sites.

~~Policy 5.2: If a dispute arises between the Village and a regulatory agency regarding the location of a dredge spoil disposal site, the~~

~~conflict shall be resolved through the dispute resolution process of the Coastal Resources interagency Management Committee.~~

Property Rights

Goals, Objectives, and Policies

Chapter 4:Responsible and Accessible Government

Element 11

GOALS, OBJECTIVES AND POLICIES

~~14.0 PROPERTY RIGHTS~~

~~14.1 INTRODUCTION~~

~~Section 166.3177(6)(i)1, Florida Statutes, requires each local government to include in its Comprehensive Plan a Property Rights Element to ensure that private property rights are considered in local decision making.~~

~~14.2 VILLAGE GOAL STATEMENT~~

~~The Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.~~

~~14.3 OBJECTIVE AND POLICY~~

CHAPTER 14 PROPERTY RIGHTS

GOALS,OBJECTIVES, AND POLICIES

GOAL 1: Ensure that the Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property for the next 10-and 20-years.

OBJECTIVE 1: The Village will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1: The Village will consider the following rights in its decision making:

a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

The right of property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

c. The right of a property owner to dispose of his or her property through sale or gift.

Policy 1.1.2: ~~Balancing~~ The Village will endeavor to balance the judicially acknowledged and constitutionally protected rights of property ownership with the obligations and responsibilities of each property owner to the shared

aspirations, goals and sense of community that the residents of North Palm Beach value and desire to preserve

1

Evaluation and Monitoring

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government Element 12

Chapter 12 EVALUATION AND MONITORING PROCEDURES:

In accordance with Florida Statutes, Chapter 163, and Rule 9J-5, FAC, the following will provide the evaluation and monitoring procedures for the Village of North Palm Beach Comprehensive Plan. The purpose of these procedures is to evaluate and appraise the implementation of the Comprehensive Plan including monitoring and data evaluation of procedures for a 4–5-year period. These procedures identify minimum requirements for monitoring and evaluation of this Comprehensive Plan. However, they do not preclude more extensive or more frequent monitoring, evaluation, and updating of other items contained in, or related to, the goals, objectives, and policies of the Comprehensive Plan.

This section will include the following areas:

A. Citizen Participation

In order to encourage and facilitate public participation in the comprehensive planning process, the Village of North Palm Beach will ensure that the general public is informed and notified of all public meetings regarding the Evaluation and Appraisal Report as well as amendments to the Comprehensive Plan. This will include advertised notices of hearings before the Local Planning Agency and the Village Council, which will be published in newspapers of general circulation at least seven (7) days prior to the date of the transmittal hearing and five (5) days prior to the adoption hearing. The notice shall specify the time and place of the hearing, the matter to be considered, and where the materials to be considered can be reviewed. This process will also allow for interested parties to provide written and/or oral comments at the public hearings, so that these comments can be considered in the deliberations.

B. Baseline Data and Measurable Objectives

The Village will review and update the baseline data provided in the Comprehensive Plan as part of the seven-year Evaluation and Appraisal Report (EAR). During this process, the latest U.S. Census information will be incorporated into the report. The updated data will include dwelling unit counts, population projections, housing and related information. Land use information will also be updated through the Tax Appraiser's property files, Building Division permit files, Public Works Division base maps, and all other relevant land use data files. At the same time, the objectives of the Comprehensive Plan will be updated as required.

C. Evaluation of Goals, Objectives, and Policies

During the EAR process the success in achieving the goals, objectives and policies outlined in the Comprehensive Plan will be assessed and reviewed. Any obstacles or problems resulting from under-achievement of goals, objectives, and policies or due to changing conditions, will also be addressed at that time.

D. Evaluation of Goals, Objectives, and Policies and Identification of Obstacles/Problems

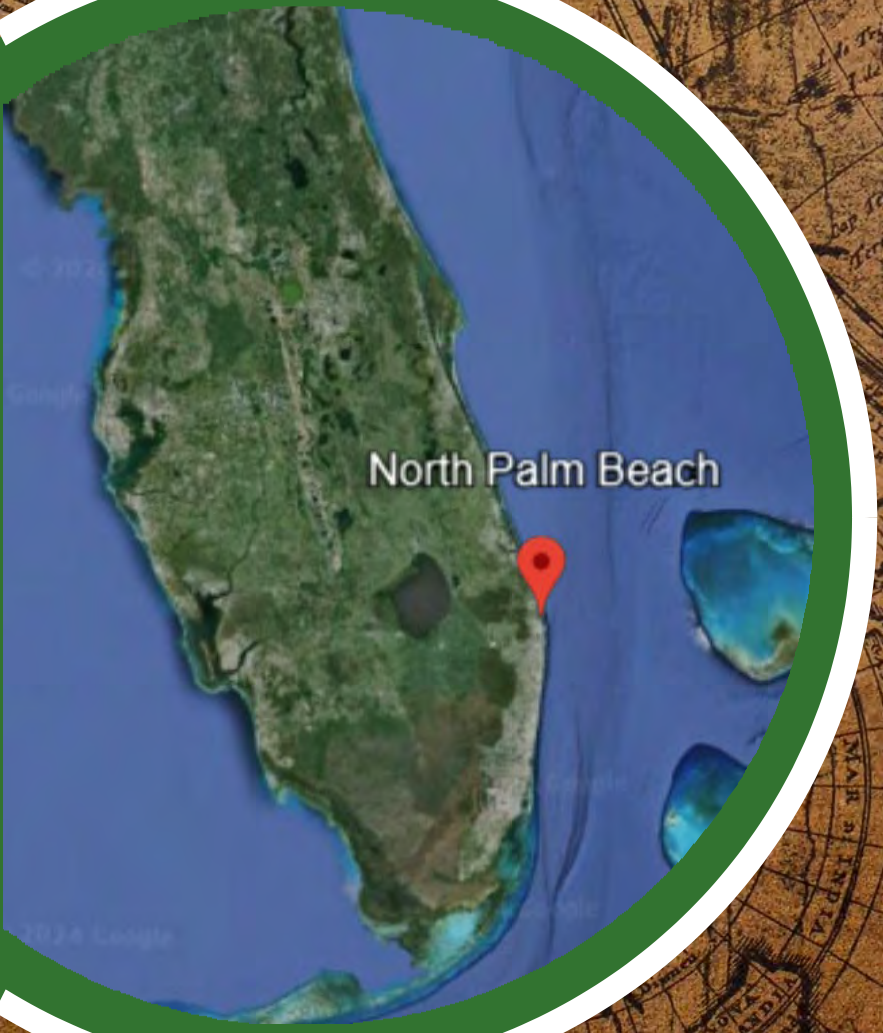
As part of the EAR process, revised goals, objectives, and policies necessary to address these problems will be developed and adopted into the updated Comprehensive Plan.

E. Continuous Monitoring

This monitoring shall be the responsibility of the North Palm Beach Community Development Department. The Village council may make Amendments to the Comprehensive Plan as necessary. Applications for changes can be submitted by the public to accommodate the needs of property owners, citizen groups or special interested parties. The Village itself can also propose changes based on ongoing monitoring and evaluation of the Plan's effectiveness. Additionally, the Village maintains a concurrency management system to determine the availability of capacity and monitor the impact of new development on public facilities, transit, sewer, portable water, solid waste, stormwater, public safety, and parks. In addition to continuous monitoring, the Capital Improvements Element shall be updated annually to evaluate new capital improvement priorities, costs, revenue concerns, and implementation schedules as determined within the support data and the North Palm Beach Capital Improvements Program.

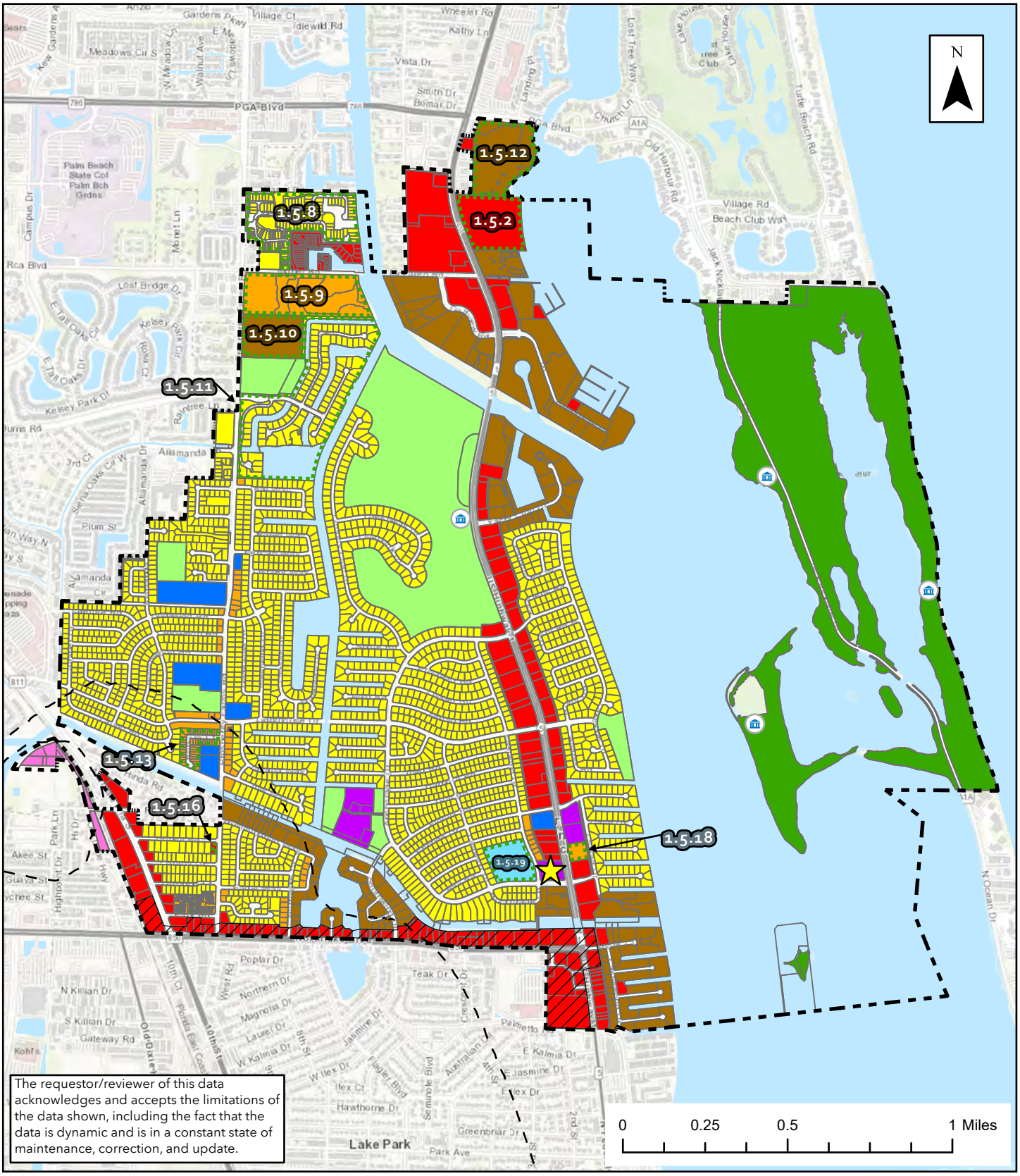
VILLAGE OF NORTH PALM BEACH

REQUIRED MAPS



REQUIRED MAP SERIES

1. FUTURE LAND USE MAP	RFLU MAP 1
2. BAYS, HARBOURS, RIVERS, ESTUARIES AND DRAINAGE BASINS	RCM MAP 1
3. COASTAL HIGH HAZARD AREA	RCM MAP 2
4. WELLFIELDS	RCON MAP 1
5. SOILS INVENTORY	RCON MAP 2
6. RECREATION AND OPENS PACE INVENTORY	RROS MAP 1
7. SCHOOLS	RROS MAP 2
8. STREET CLASSIFICATION	RTE MAP 1
9. STREETS AND NUMBER OF LANES	RTE MAP 2



Legend

- Commercial
- Public Buildings & Grounds
- Educational
- Other Public Facilities
- Light Industrial / Business
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Conservation
- Recreation / Open Space
- NPB Boundary
- Water
- Special Policy Areas
- Historic Sites (Policy 1.5.1)
- Northlake Boulevard Overlay Zone (Policy 1.5.20)
- Wellfield Protection (Policy 1.5.17)
- Village Hall

Required by F.S. 163.3177
SOURCE-Village of North Palm Beach
TITLE-Future Land Use
DATE OF SOURCE-01.25.24
DATE-08.06.24

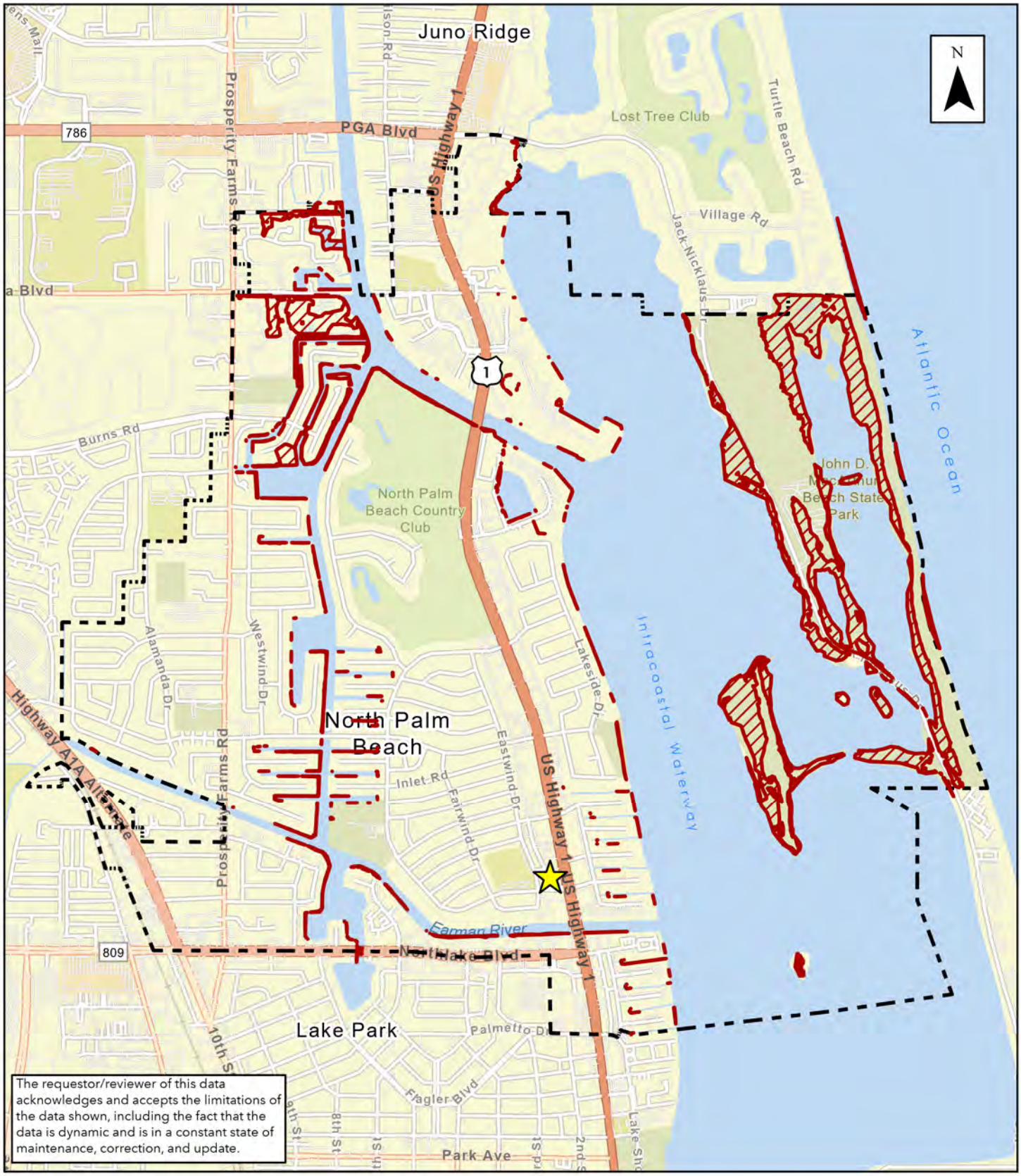
Village of North Palm Beach
Future Land Use Map

Element 1
RFLU - Map 1

Required by F.S. 163.3177 (6)(a)(10)(c)(iii)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
BAYS, HARBORS, RIVERS ESTUARIES AND DRAINAGE BASINS

ELE. 4
RCM-Map 1

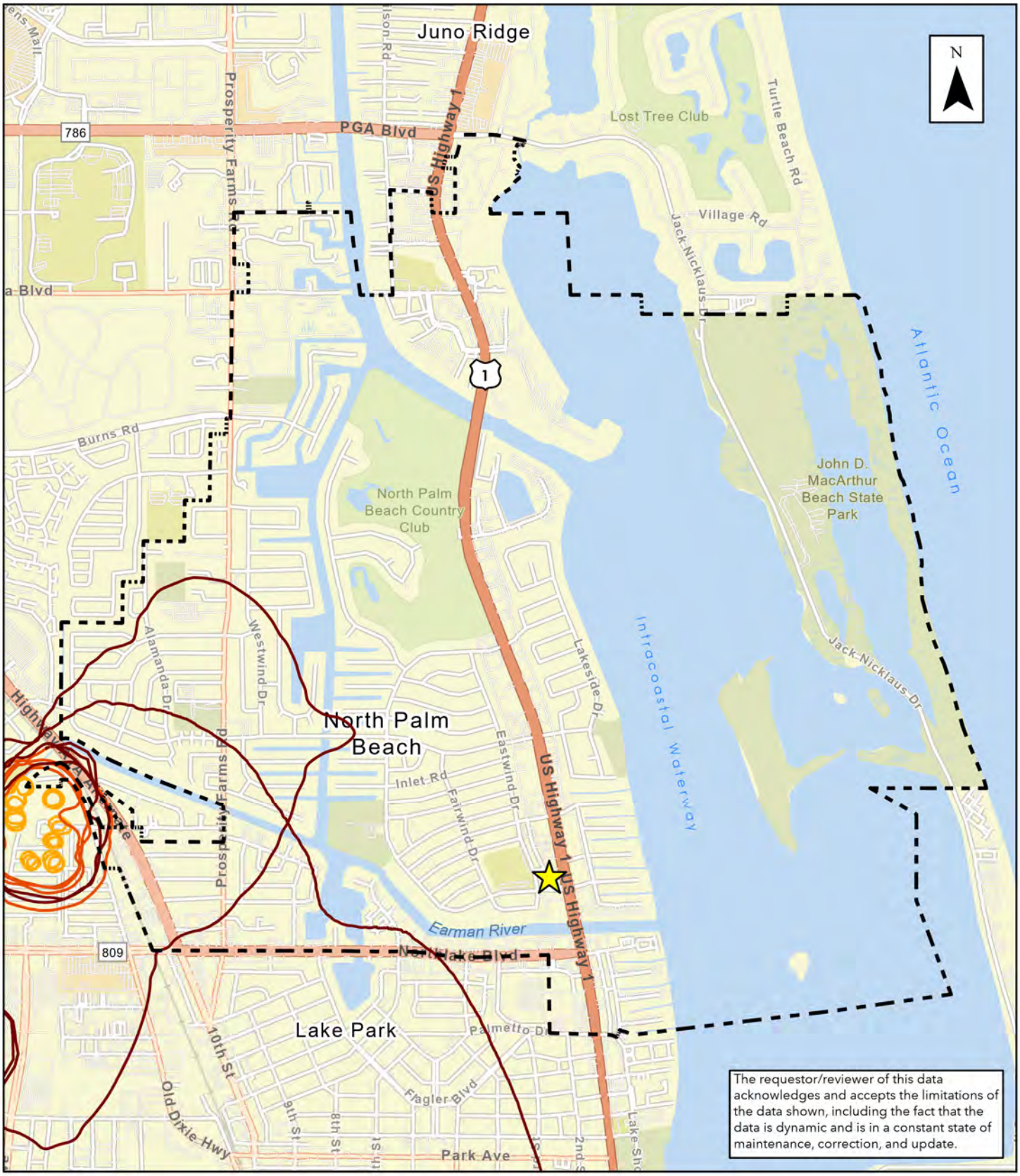


Required by F.S. 163.3177 (6)(a)(10)(c)(vi)
SOURCE. Palm Beach County
TITLE. Coastal High Hazard Area
DATE. 8.6.2024

Village of North Palm Beach

COASTAL HIGH HAZARD AREA

ELE. 4
RCM-Map 2

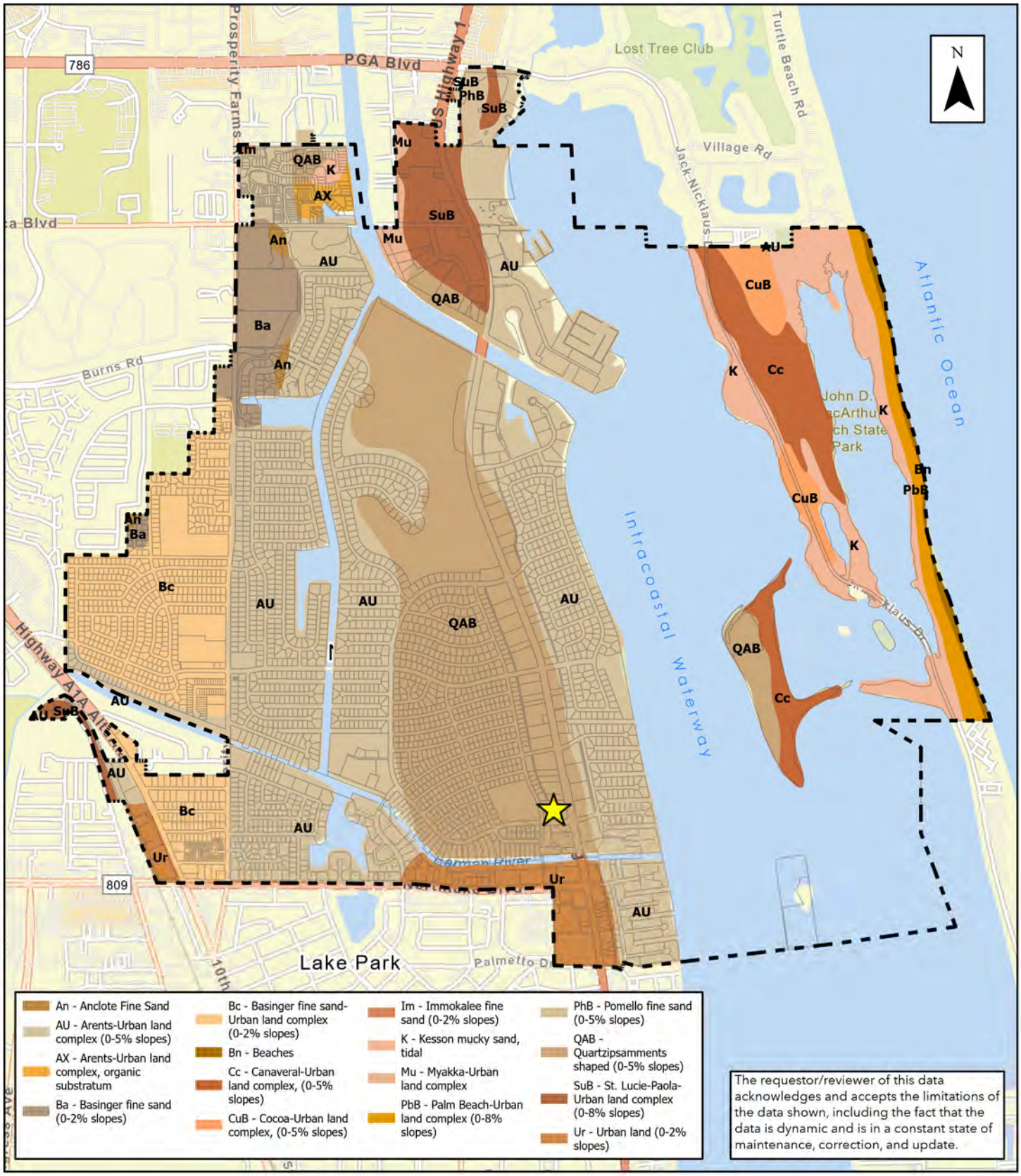


Required by F.S. 163.3177 (6)(a)(10)(c)(i)
SOURCE. Palm Beach County
TITLE. Wellfield Zones
DATE. 8.6.2024

Village of North Palm Beach

WELLFIELD PROTECTION ZONES

ELE. 5
RCON-Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(v)
SOURCE. USDA Natural Resources Conservation Service
TITLE. NRCS Soils
DATE. 8.6.2024

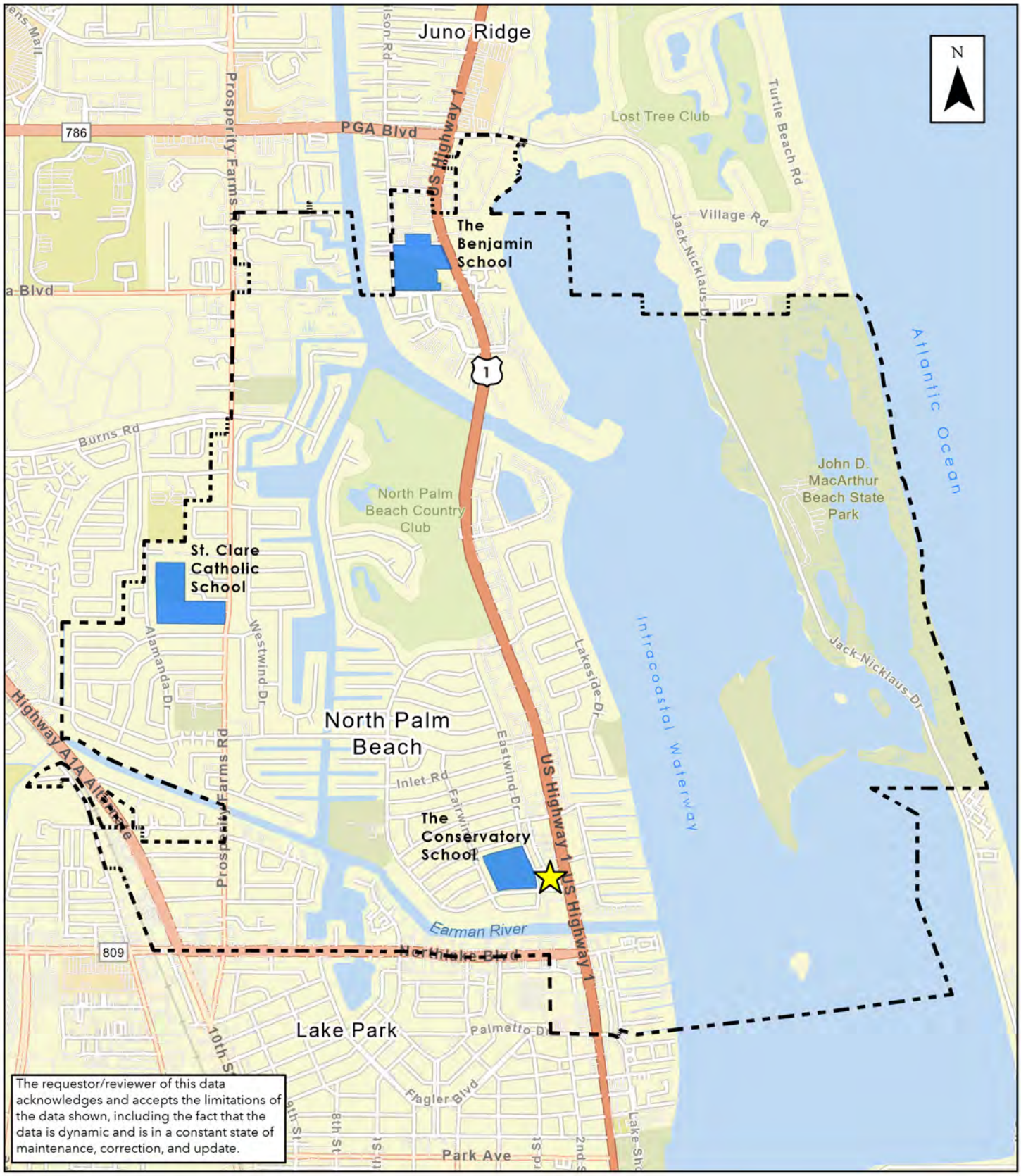
Village of North Palm Beach
SOILS INVENTORY

ELE. 5
RCON-Map 2

Required by F.S.163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
RECREATION AND OPEN SPACE INVENTORY

ELE. 6
RROS-Map 1



Schools

Municipal Boundary

Village Hall

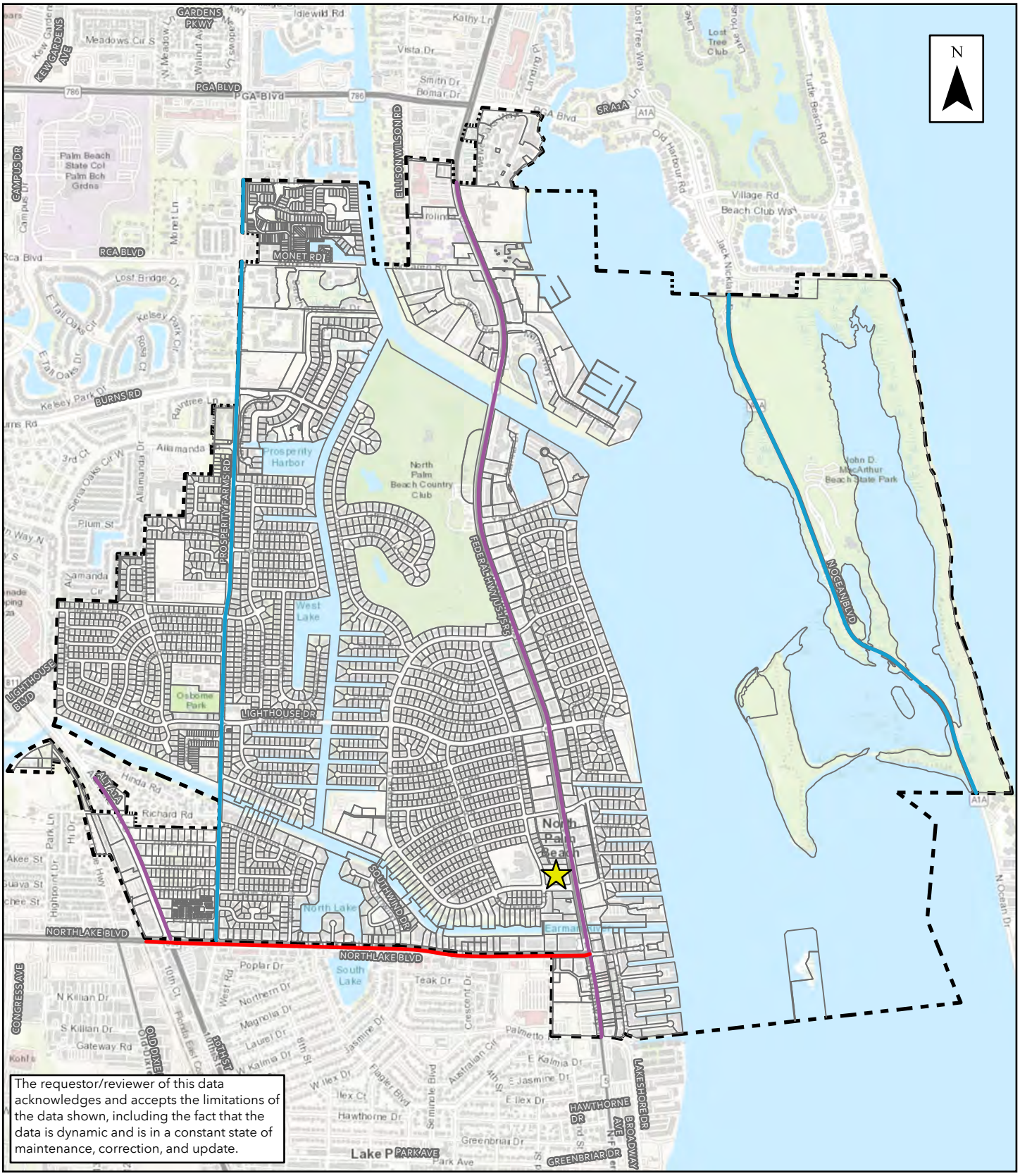
0 0.25 0.5 1

Miles

Required by F.S. 163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
SCHOOLS

ELE. 6
RROS-Map 2



Legend

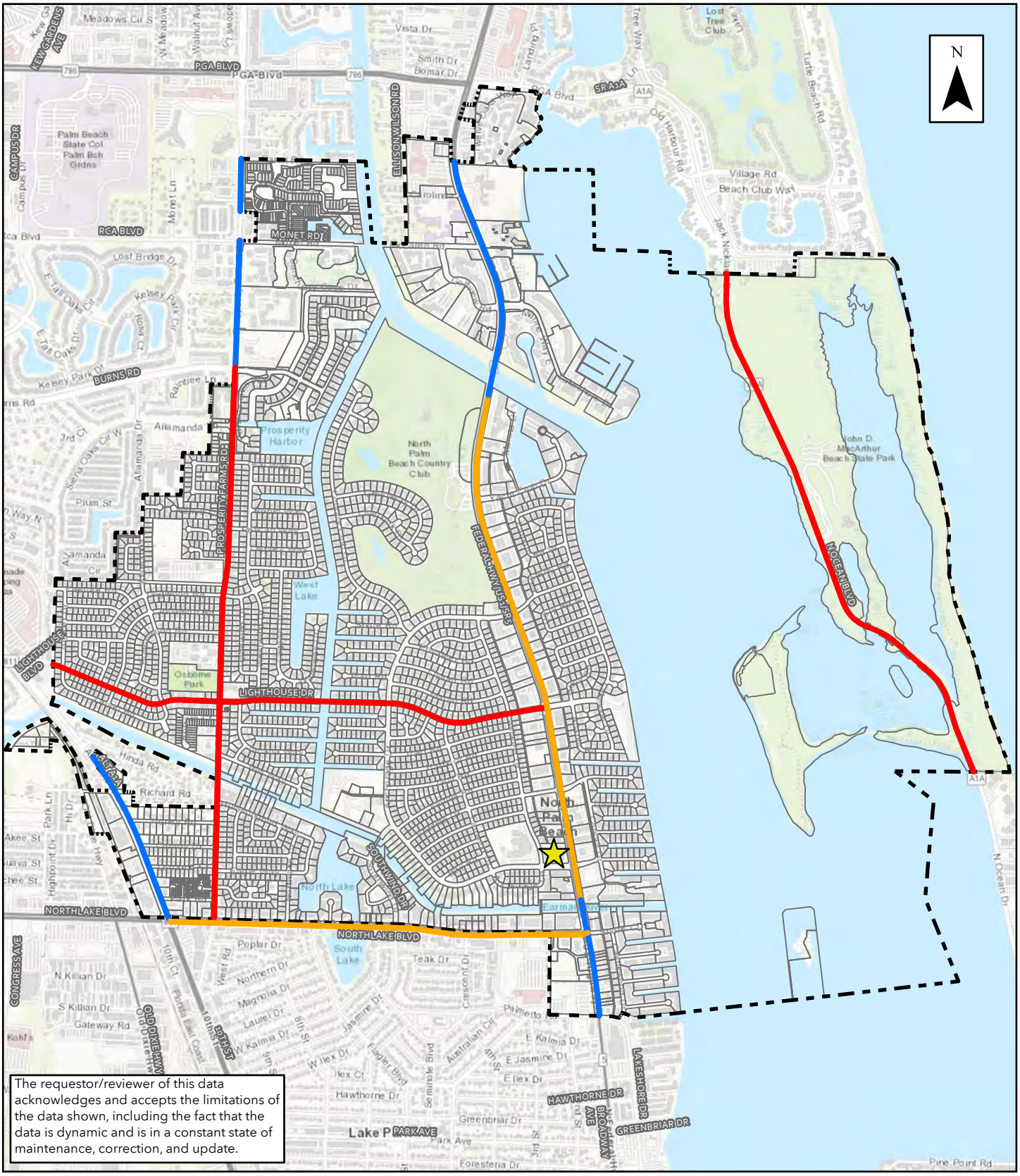
- Major Collector
- Minor Arterial
- Principal Arterial
- NPB Boundary
- Village Hall

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-funclass.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Street Classification

Element 9
RTE - Map 1



Legend

NPB Boundary

Village Hall

***Not including suicide lanes or turn lanes.**

Two (2) Lanes

Four (4) Lanes

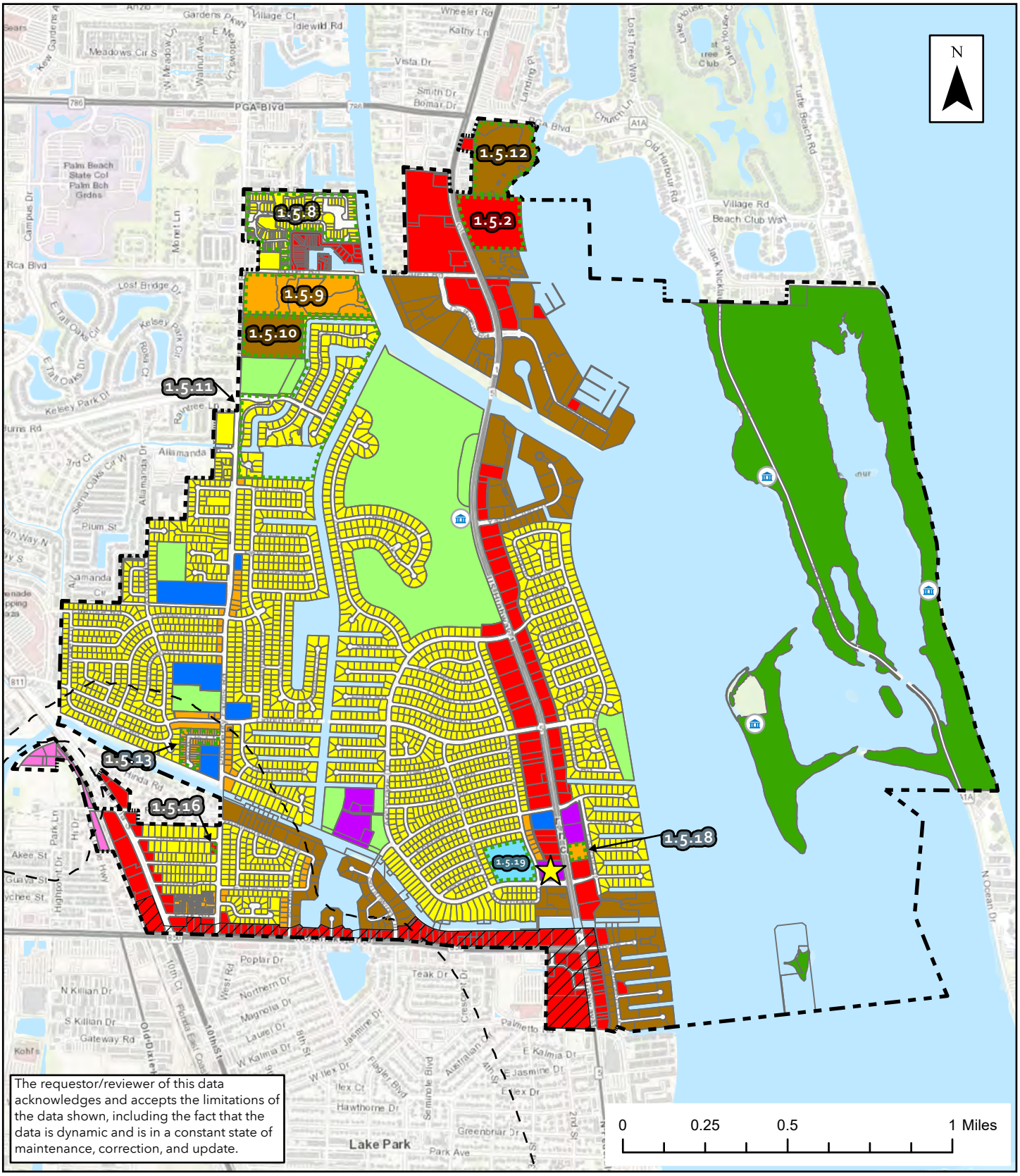
Six (6) Lanes

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-number_of_lanes.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Streets and Number of Lanes

Element 9
RTE - Map 2



Legend

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Required by F.S. 163.3177
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DATE OF SOURCE-01.25.24
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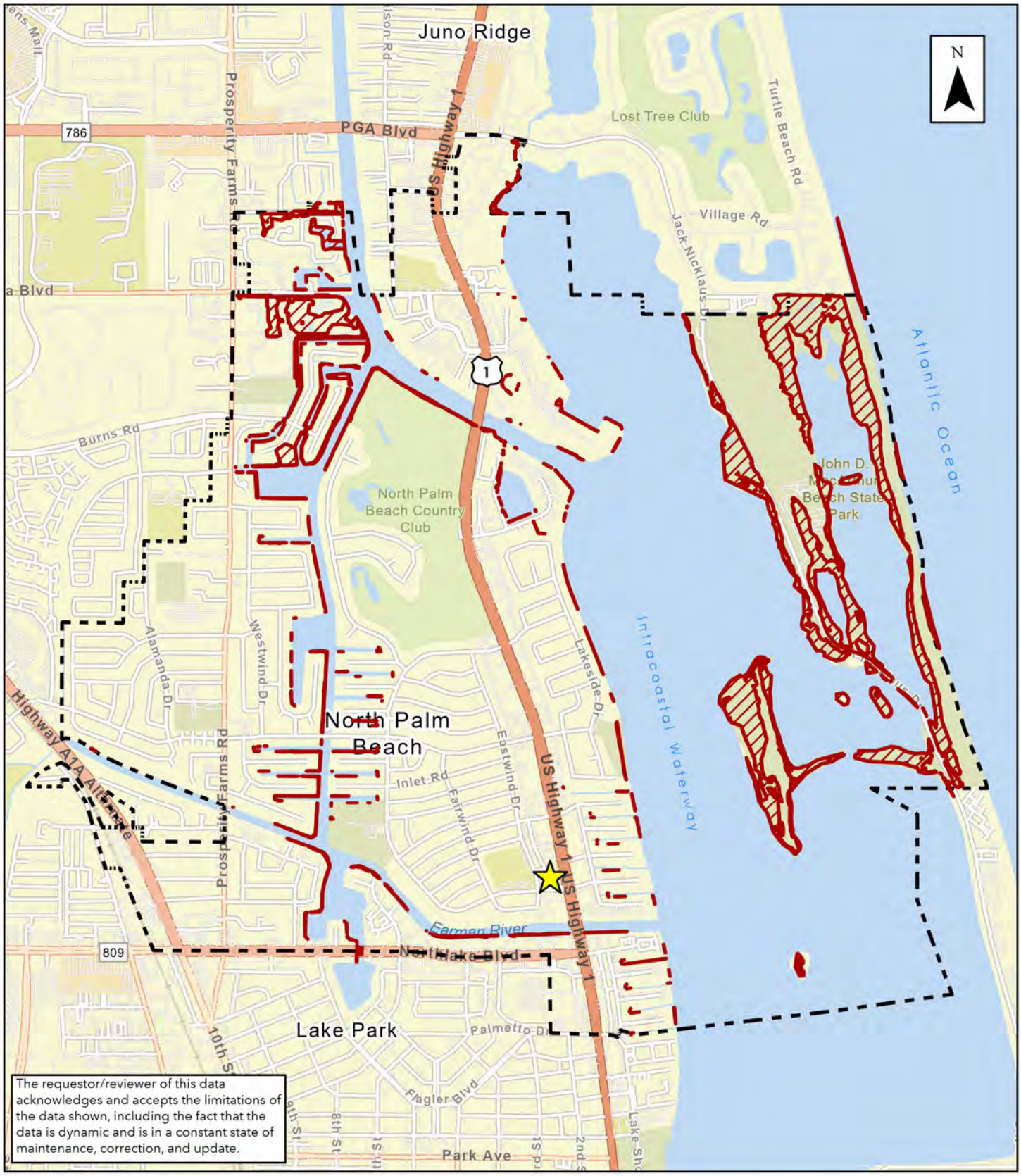
Village of North Palm Beach
Future Land Use Map

Element 1
RFLU - Map 1

Required by F.S. 163.3177 (6)(a)(10)(c)(iii)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
BAYS, HARBORS, RIVERS ESTUARIES AND DRAINAGE BASINS

ELE. 4
RCM-Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(vi)
SOURCE. Palm Beach County
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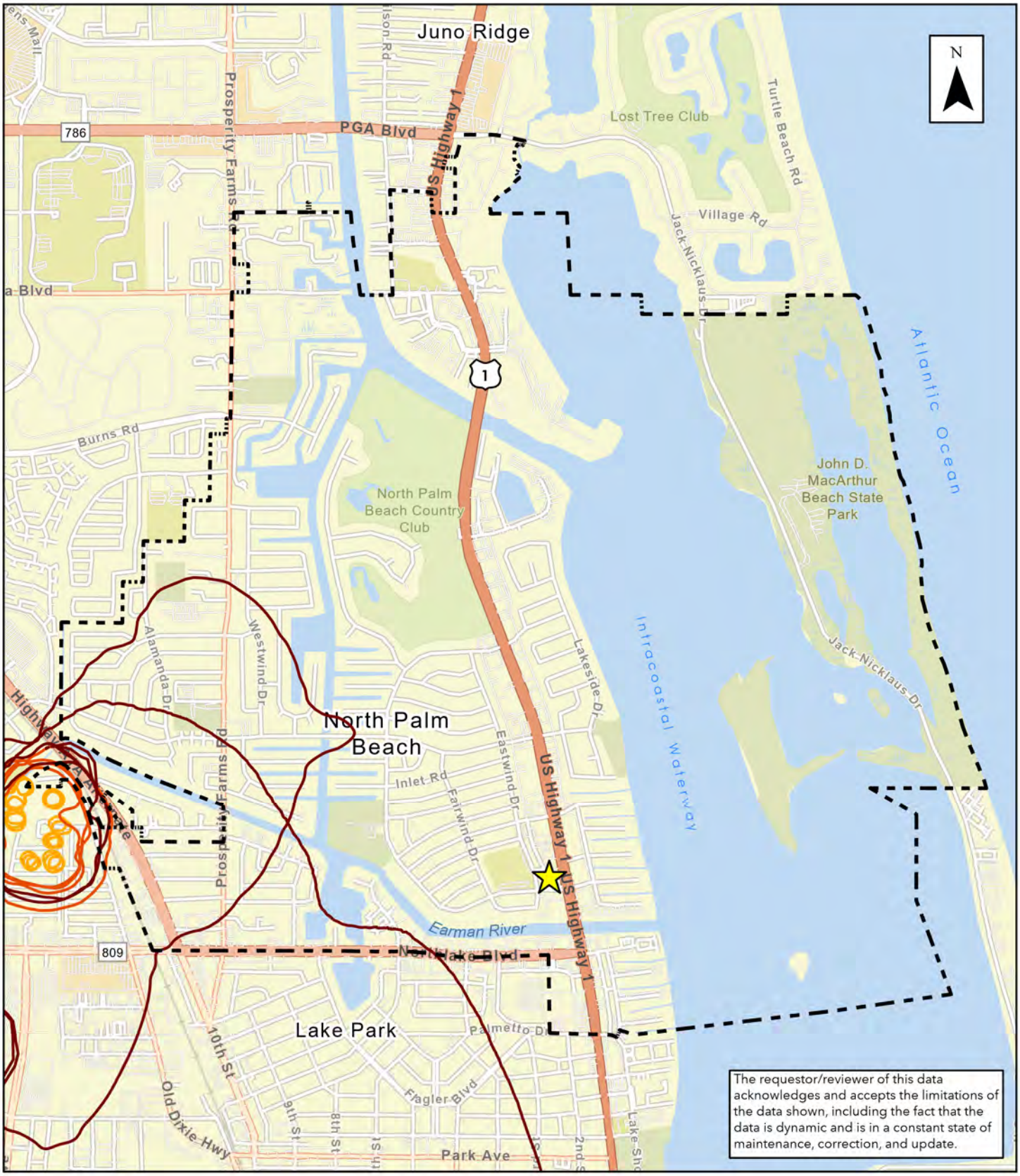
DATE. 8.6.2024

Village of North Palm Beach

COASTAL HIGH HAZARD AREA

ELE. 4
RCM-Map 2

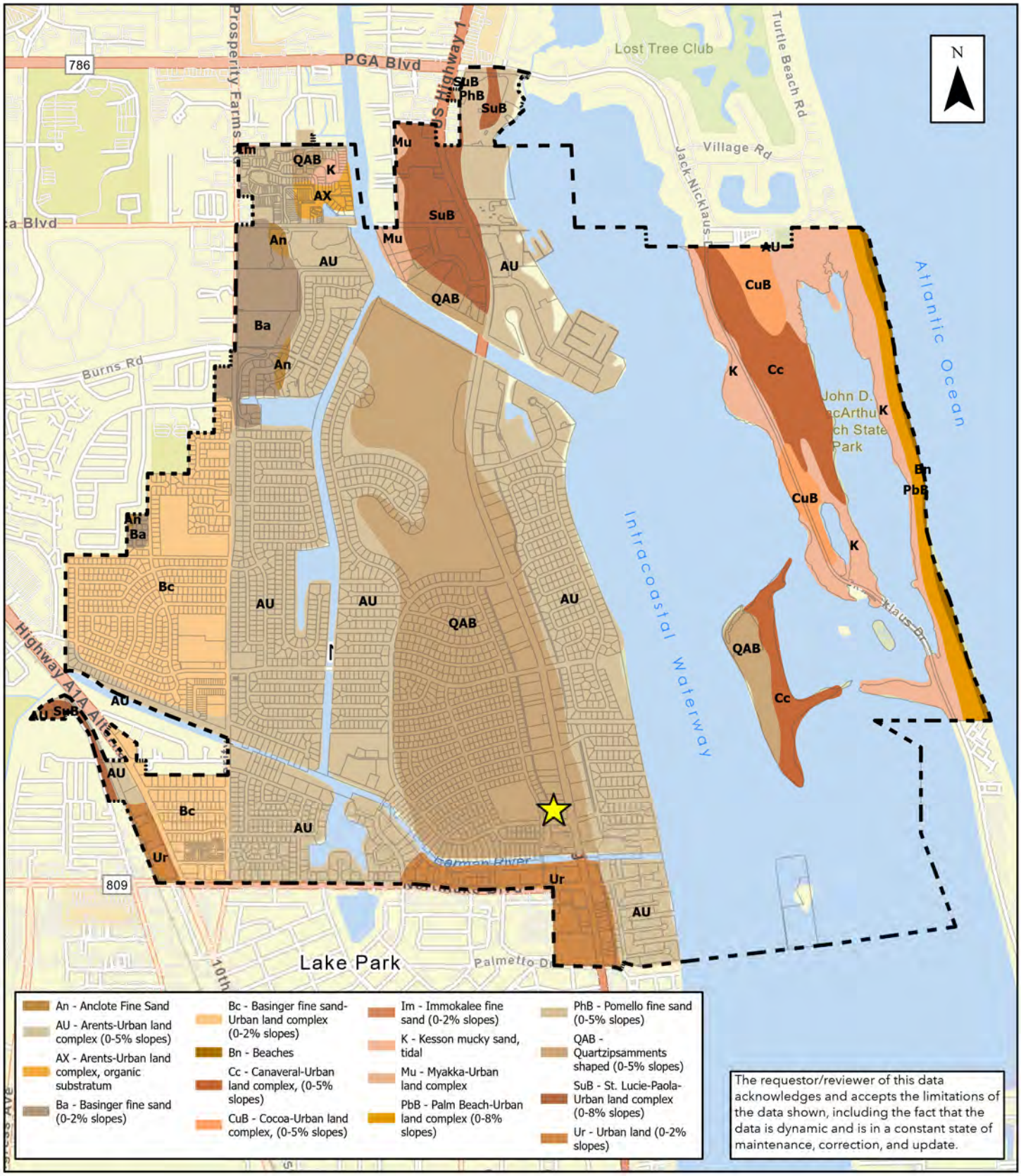


Required by F.S. 163.3177 (6)(a)(10)(c)(i)
SOURCE. Palm Beach County
TITLE. Wellfield Zones
DATE. 8.6.2024

Village of North Palm Beach

WELLFIELD PROTECTION ZONES

ELE. 5
RCON-Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(v)
SOURCE. USDA Natural Resources Conservation Service
TITLE. NRCS Soils
DATE. 8.6.2024

Village of North Palm Beach
SOILS INVENTORY

ELE. 5
RCON-Map 2

Required by F.S.163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

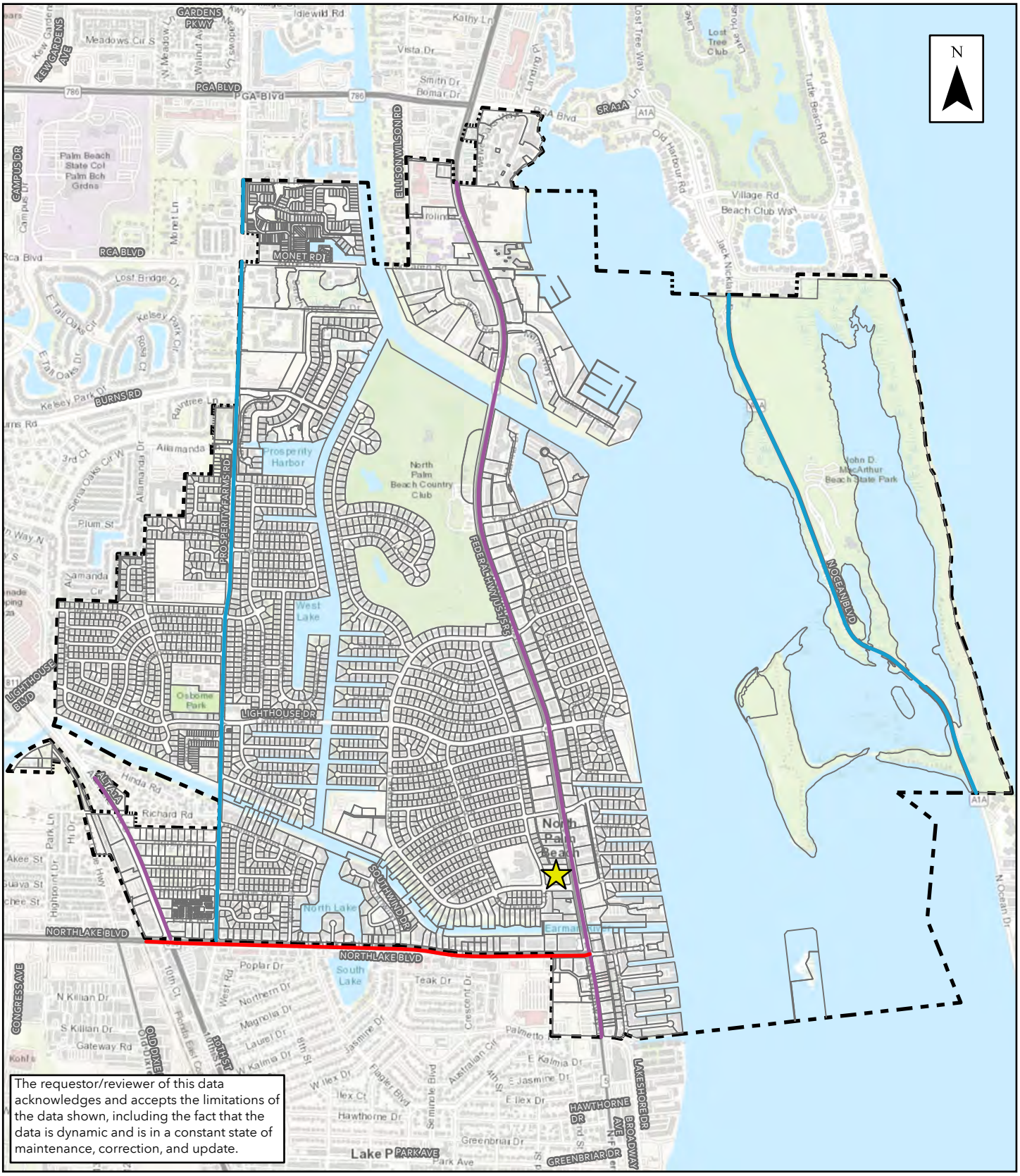
Village of North Palm Beach
RECREATION AND OPEN SPACE INVENTORY

ELE. 6
RROS-Map 1

Required by F.S.163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
RECREATION AND OPEN SPACE INVENTORY

ELE. 6
RROS-Map 1



Legend

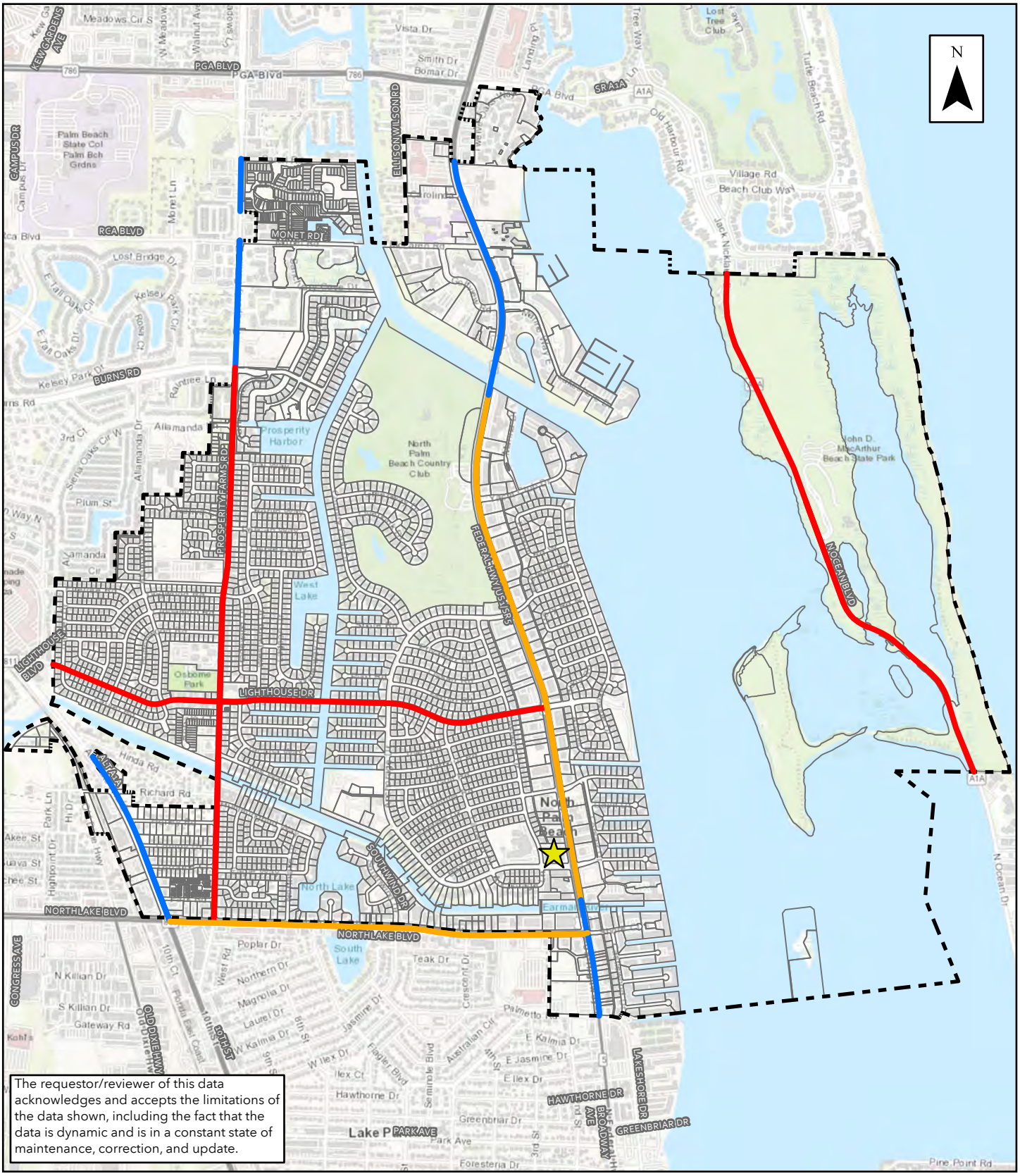
- Major Collector
- Minor Arterial
- Principal Arterial
- NPB Boundary
- Village Hall

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-funclass.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Street Classification

Element 9
RTE - Map 1



Legend

NPB Boundary

Village Hall

***Not including suicide lanes or turn lanes.**

Two (2) Lanes

Four (4) Lanes

Six (6) Lanes

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-number_of_lanes.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Streets and Number of Lanes

Element 9
RTE - Map 2

Village of North Palm Beach

Comprehensive Plan

Data and Analysis

2024

North Palm Beach, FL

www.village-npb.org

People & Places

- Future Land Use
- Annexation
- Housing

Future Land Use

Data and Analysis

Chapter 1: People and Places

Element 1

FUTURE LAND USE

DATA AND ANALYSIS

INTRODUCTION

This chapter presents an inventory and analysis of data for the preparation of the Policy Document (Goals, Objectives, and Policies) of the Future Land Use Element (FLUE) and Future Land Use Map (FLUM) for the Village of North Palm Beach pursuant to Section 163.3177(6), Florida Statutes. This data and analysis section provides the framework for evaluation of key land use issues, challenges, and recommendations for the policies presented in the Policy Document.

The Future Land Use Element is the pivotal element of the Village's Comprehensive Plan. It recognizes the intrinsic value of the Village as a residential community and emphasizes the Village's support for its business partners. The FLUE sets goals and strategies that guide the type, distribution, and density of development and redevelopment.

The purpose of the Land Use Element is to review existing land use patterns, analyze trends and challenges, and recommend long range policies for the next 10- and 20-years. This is accomplished by designating appropriate locations for future land uses and establishing a policy framework for managing future growth and redevelopment. These policies focus not only on the location, density, and intensity of land uses, but also on character. This Element of the Plan and the Future Land Use Map have been revised based upon the following:

1. Review of demographics data per U.S. Census;
2. Analysis of existing and future land use patterns;
3. Assessment of current redevelopment trends and related land use challenges;
4. Considerations of green development and redevelopment strategies.

The Land Use Element is the critical mechanism for integrating the policies and strategies of the other elements of the Comprehensive Plan into a coherent and consistent set of land use goals, objectives, and policies. As such, the element must be consistent with all other elements of the Comprehensive Plan and incorporate the concepts and principles of these elements in its land use policies in a manner that *minimizes impacts on natural and historic resources, provides and maintains public services and facilities at adequate levels of service, enhances community character, and protect the quality of life of the Village's residents, and support businesses.*

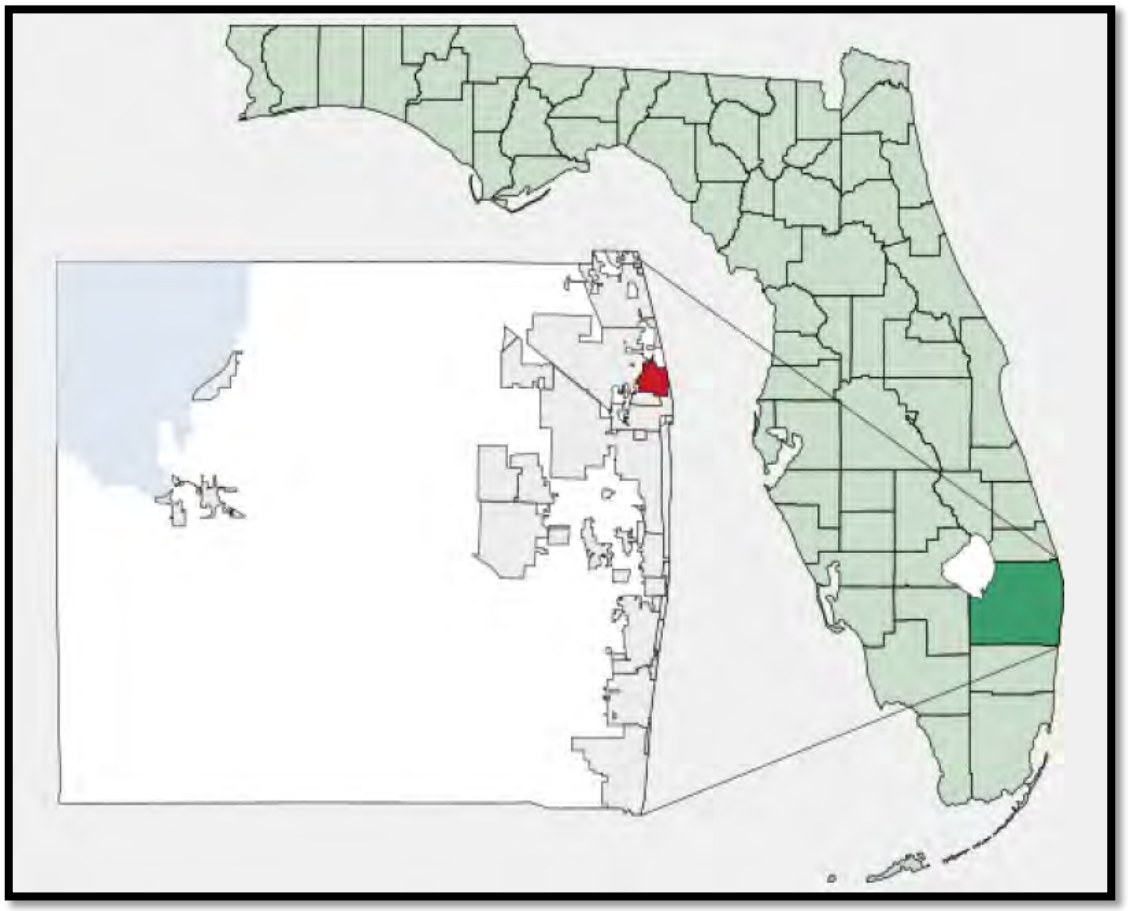
PEOPLE & PLACES

Long range sustainable community planning recognizes the interrelationship between land use, housing, and transportation. The Future Land Use Element provides an analysis of current and future data and proposes policies that will support a sustainable community by encouraging mixed uses, walkability, and green development and redevelopment practices that result in a balanced and inclusive community.

EXISTING CONDITIONS

The Village of North Palm Beach is one of 39 incorporated municipalities within Palm Beach County. The Village consists of approximately 3.27 square miles (4,479 acres) extending approximately four miles east to west and three miles north to south. The Village includes a portion of the oceanfront to the east which is disconnected from the rest of North Palm Beach.

North Palm Beach is situated south of Juno Beach, north of Lake Park, and east of Palm Beach Gardens. There are several major arterial roadways transecting the Village from north to south and east to west. The most significant are US Highway 1, Alternate A1A, Northlake Boulevard, and Prosperity Farms Road.



Population and Socio-Economic Analysis

The Village of North Palm Beach experienced its greatest growth between 1960 and 1970, during which its resident population increased from 2,684 to 9,035. Since then, population growth has fluctuated. Table 1-1 below shows US Census data from 1990, 2000, 2010 and 2020.

Table 1-1. Historic Population Trends

	Historic Population Trends		
	Village of North Palm Beach		
Year	Population Estimate	Total Change	Percent Change
1960	2,684	(x)	(x)
1970	9,035	6,351	236.6%
1980	11,344	2,309	25.5%
1990	11,343	-1	0.0%
2000	12,064	721	6.3%
2010	12,015	-49	0.4%
2020	13,162	1,147	9.5%
(X) The estimate or margin of error is not applicable or not available			

Source: U.S. Census Bureau; 2020, 2010, 2000, 1990, & 1980 Decennial Censuses

Population Projections

The COVID-19 pandemic has changed everyday life in numerous ways. Lifestyle changes, particularly shifts in work–life balance, have gotten much greater emphasis since the pandemic started. One of the most significant changes affecting work–life balance has been the decision of some employers to let their employees work from remote locations. Another noteworthy change is that, since the start of the pandemic, over 30 million people have changed jobs for better opportunities or have left the labor force altogether. This economic trend is often referred to as the "Great Resignation." In addition, fewer people live in densely populated cities and have sought out places which better suit their work–life balance or meet their retirement needs.

These changes might have affected the permanent population of the Village. According to the Florida Housing Data Clearinghouse estimates, the permanent population of the Village will increase to 13,866 by the year 2050 as indicated in Table 1-2.

Table 1-2. Population Projection

North Palm Beach	2010	2020	2030	2040	2050
Population/Population Projection	12,015	13,162	13,676	13,900	13,886

Sources: Shimberg Center of Housing Studies, University of Florida.

Like most areas in Florida, the Village's population increases during the Winter season, from November through April. This increase assumes full occupancy of all residential and transient lodging units, but does not include day tourists, shoppers, or employees in the Village.

Table 1-3. projects the Village's permanent and seasonal populations through the year 2050. The seasonal population was calculated based on US Census Data of vacant seasonal units and number of persons per household for 2010 and 2020 (2010: 1,014 vacant seasonal units x 1.27 PPH) (2020: 810 vacant seasonal units x 1.20 PPH). The seasonal population projection was estimated based on population change ratio.

Table. 1-3 Resident and Seasonal Population (2010-2050)

Year	2010	2020	2030	2040	2050
Permanent Population	12,015	13,162	13,676	13,900	13,886
Seasonal	1,288	972	1011	1052	1095
Total	**13,298**	**14,139**	**14,687**	**14,952**	**14,981**

According to the U.S. 2020 Census there were an estimated 13,162 people, including 2,775 families, residing in 6,232 households in the Village of North Palm Beach. The racial makeup of the Village at that time was 82.22% White, 2.25% African American, 0.08% Native American, 1.89% Asian, 0.08% Pacific Islander, and 0.33% other races. Hispanics or Latinos of any race represented 9.41% of the population.

Table 1-4 presents the number of households and persons per household according to the American Community Survey (ACS) from the U.S. Census Bureau. A household is defined as the person or persons occupying a dwelling unit. As the average household size decreases, the number of households or required dwelling units increases relative to the population.

Of the 6,232 households in 2020, 13.7% included children under the age of 18, 44.5% were married couples living together, 27.9% were female householders with no husband present, and 4.7% were non-family households. Approximately fifty-two percent (52.0%) of the households included one or more persons who were 65 years of age or older. The average household size was 2.09 people. These statistics remained comparable between 2010 and 2020, except for a significant increase in male householder with no wife present and female householder with no husband present, and a decrease in non-family households and householders living alone.

As shown in table 1-5, in 2020, the Village's population was composed of 10.09% of people under 15 years old, 3.41% from 15 to 19, 4.37% from 20 to 24, 9.42% from 25 to 34, and 32.60% who were 65 years of age or older. The median age was 55.5 years. The population was 51.50% female and 48.50% male. These statistics remained comparable between 2010 and 2020.

Table 1-4. Households by Type

Households by type	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	100.0%	6,232	100.0%
Family households (families)	3,186	52.9%	2,775	44.5%
With own Children under 18 years	1,145	19.0%	(x)	(x)
Male householder, no wife present, family	77	1.3%	1,428	22.9%
With own Children under 18 years	50	0.8%	(x)	(x)
Female householder, no husband present, family	482	8.0%	1,739	27.9%
With own Children under 18 years	269	4.5%	(x)	(x)
Nonfamily Households	2,839	47.1%	290	4.7%
Householder living alone	2,394	39.7%	1,222	19.6%
Households with one or more people 65 years and over	2,659	44.1%	3,240	52.0%
Households with one or more people under 18	1,171	19.4%	855	13.7%
Average Household Size	2.02	(x)	2.09	(x)
Average Family Size	2.69	(x)	2.84	(x)
(X) The estimate or margin of error is not applicable or not available				

Source: 2020 & 2010 American Community Survey

Table 1-5. Population by Age

Population by Age	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
Male	5,881	48.95%	6,381	48.50%
Female	6,134	51.05%	6,781	51.50%
Under 5 years	401	3.33%	451	3.43%
5 to 9	420	3.50%	430	3.27%
10 to 14	539	4.50%	447	3.39%
15 to 19	507	4.21%	450	3.41%
20 to 24	430	3.58%	575	4.37%
25 to 34	1,088	9.05%	1,240	9.42%
35 to 44	1,280	10.65%	1,305	9.91%
45 to 54	1,974	16.43%	1,568	11.91%
55 to 59	961	8.00%	1,184	9.00%
60 to 64	895	7.45%	1,224	9.29%
65 to 74	1,578	13.13%	2,158	16.40%
75 to 84	1,392	11.59%	1,523	11.59%
85 years and over	550	4.58%	607	4.61%
Median age (Years)	51.8	(x)	55.5	(x)

(X) The estimate or margin of error is not applicable or not available

Source: U.S. Census Bureau, 2010 & 2020 Census

Tables 1-6 and 1-7 present the racial characteristics of the Village's population in 2010 and 2020 according to the American the Community Survey (ACS) from the U.S. Census Bureau. At 84.98%, the largest portion of the population in 2020 was White; however, this population decreased between 2010 and 2020. The second largest race was Two or More Races at 8.46%. Black and African Americans represented 2.76%. of the population at that time. The Village's Asian population increased from 1.67% to 1.89%. The Village's Hispanic or Latino population also increased between 2010 and 2020 from 6.87% to 9.41%.

Table 1-6. Population by Race

Population by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
White	11,215	93.34%	11,185	84.98%
Black or African American	320	2.66%	363	2.76%
American Indian and Alaska Native	10	0.09%	18	0.14%
Asian	204	1.70%	251	1.90%
Native Hawaiian and Other Pacific Islander	1	0.01%	12	0.09%
Some Other Race	108	0.90%	220	1.67%
Two or More Races	157	1.30%	1,113	8.46%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-7. Hispanic or Latino Origin by Race

Hispanic or Latino Origin by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
White alone	10,546	87.77%	10,822	82.22%
Black or African American alone	303	2.52%	336	2.55%
Hispanic or Latino (of any race)	826	6.87%	1,239	9.41%
American Indian and Alaska Native alone	8	0.06%	11	0.08%
Native Hawaiian and Other Pacific Islander alone	0	0.00%	12	0.08%
Asian alone	201	1.67%	250	1.89%
Some other race alone	13	0.11%	43	0.33%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-8 indicates the education attainment level of North Palm's population according to the American Community Survey (ACS) from the U.S. Census Bureau. Achievement levels recorded are the highest level (years completed) reached by an individual. Achievement levels are broken down into various categories. The college level groups are further broken down to show those that had Some college (no degree), an Associate's degree, a Bachelor's degree, and a Graduate or professional degree.

According to Table 1-8, 93.2% of the population had a High School diploma or higher educational level in 2010, increasing to 96.9 % in 2020. The number of individuals with a Graduate or professional degree increased from 13.5% in 2010 to 16.5 % in 2020.

Table 1-8. Educational Attainment

Educational Attainment	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 25 years and over	9,768	(x)	10,726	(x)
Less than 9th grade	130	1.3%	99	0.9%
9th to 12th grade, no diploma	537	5.5%	231	2.2%
High School Graduate (includes Equivalency)	2,690	27.5%	2,742	25.6%
Some college, no degree	1,791	18.3%	1,791	16.7%
Associate's degree	895	9.2%	981	9.1%
Bachelor's degree	2,409	24.7%	3,116	29.1%
Graduate or professional degree	1,316	13.5%	1,766	16.5%
Percent high school graduate or higher	(x)	93.2%	10,396	96.9%
Percent bachelor's degree or higher	(x)	38.1%	4,882	45.5%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Tables 1-9 and 1-10 provide employment and occupation data according to the American Community Survey (ACS) from the U.S. Census Bureau. Between 2010 and 2020, the Village's labor force decreased slightly from 58.6% to 53.1%. The Village labor force unemployment rate in 2010 was 2.8%, decreasing to 0.9% in 2020.

In 2010, 15.5% of the labor force was engaged in Management, business, science, and arts occupations, increasing to 52.5% in 2020. Service occupations increased from 10.8% to 15.8%, while Natural resources, construction, and maintenance occupations experienced a decrease from 11.1% to 5.4%. Sales and office occupations saw a decrease from 26.9% to 21.4%; Production, transportation, and material moving occupations decreased from 5.7% to 4.9%.

Table 1-9. Employment Status

Employment Status	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 16 years and over	10,560	(x)	11,684	(x)
In labor force	6,193	58.6%	6,204	53.1%
Civilian labor force	6,193	58.6%	6,204	53.1%
Employed	5,893	55.8%	6,097	52.5%
Unemployed	300	2.8%	107	0.9%
Armed forces	0	0.0%	0	0.0%
Not in labor force	4,367	41.4%	5,480	46.9%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Table 1-10. Occupation

Occupation	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	5,893	(x)	6,097	(x)
Management, business, science, and arts occupations	2,684	15.5%	3,198	52.5%
Service occupations	636	10.8%	965	15.8%
Sales and office occupations	1,586	26.9%	1,306	21.4%
Natural resources, construction, and maintenance occupations	653	11.1%	332	5.4%
Production, transportation, and material moving occupations	334	5.7%	296	4.9%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Table 1-11 lists the top employers in Palm Beach County according to the Palm Beach County Financial Report.

Table 1-11. Palm Beach County Principal Employers (2020)

Palm Beach County Principal Employers (2020)		
Number	Employer	Number of Employees
1	Palm Beach County School District	22,049
2	Palm Beach County Government	11,652
3	Tenet Healthcare Group	6,505
4	NextEra Energy (Florida Power & Light)	4,807
5	Florida Atlantic University	2,898
6	Hospital Corporation of America (HCA) (1)	2,806
7	Boca Raton Regional Hospital	2,800
8	Veterans' Health Administration	2,700
9	The Breakers	2,300
10	Bethesda Hospital East/West (2)	2,282

Source: Palm Beach County Financial Report

Table 1-12 shows income data according to the American Community Survey (ACS) from the U.S. Census Bureau. The median household income in North Palm Beach increased from $60,408 to $71,830 between 2010 and 2020, possibly due to the economic expansion that followed the great recession. The mean household income increased significantly from $97,441 to $109,141 during this time.

Between 2006 and 2010, 18.9% of total households in the Village of North Palm Beach earned an income between $50,000 and $74,999. By 2020 that figure had increased to 19.4%. In 2020 the highest percentage of residents within the Village made between $50,000 and $74,999. Between 2006 and 2010, 8.8% of the population of the Village earned more than $200,000, which increased to 10.6% during the 2016-2020 period.

Table 1-12. Income & Benefit

Income & Benefit	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	(x)	6,232	(x)
less than $10,000	255	4.2%	211	3.4%
$10,000 to $14,999	231	3.8%	61	1.0%
$15,000 to $24,999	455	7.6%	403	6.5%
$25,000 to $34,999	588	9.8%	455	7.3%
$35,000 to $49,999	894	14.8%	901	14.5%
$50,000 to $74,999	1,138	18.9%	1,209	19.4%
$75,000 to $99,999	881	14.6%	706	11.3%
$100,000 to $149,999	703	11.7%	1,036	16.6%
$150,000 to $199,999	350	5.8%	587	9.4%
$200,000 or more	530	8.8%	663	10.6%
Median household income (dollars)	60,408	(x)	71,830	(x)
Mean household income (dollars)	97,441	(x)	109,141	(x)

Source: 2010 & 2020 American Community Survey

Table 1-13 presents the percentage of people and families whose income in the past calendar year was below the poverty level. Poverty level is a measure of income level issued annually by the Department of Health and Human Services. Federal poverty levels are used to determine eligibility for certain programs and benefits... As experienced elsewhere, the economic downturn and subsequent increase of unemployment during the great recession impacted income and raised the number of families and people earning less than the poverty level in the Village of North Palm Beach. However, some of those percentages have decreased as a result of the economic expansion that followed. Some residents of the Village still suffer from a higher poverty level, specifically families with a female householder and no husband present with children under 18 and children under 5. This can be attributed to the negative impact of the Covid-19 Pandemic.

The number of families and people below the poverty level in the Village decreased from 2010 to 2020. All families decreased from 4.0% to 3.4%; all people below the poverty level decreased from 6.4% to 4.9%. More families with female householders (no husband present) were under the poverty level in comparison with married couple families. The number of families in the Village with female householders (no husband present) increased from 2.5% to 6.7% during this time.

Table 1-13. Poverty Level

Poverty Level	Village of North Palm Beach	
	2010	2020
	Percent	Percent
All families	4.0%	3.4%
With related children under 18 years	5.5%	4.0%
With related children of householder under 5 years	5.6%	10.4%
Married couple families	4.0%	2.5%
With related children under 18 years	4.9%	1.6%
With related children of householder under 5 years	0.0%	6.4%
Families with female householder, no husband present	2.5%	6.7%
With related children under 18 years	4.2%	13.6%
With related children of householder under 5 years	0.0%	50.0%
All people	6.4%	4.9%
Under 18 years	6.7%	3.0%
18 to 64 years	7.7%	5.5%
65 years and over	3.7%	4.7%

Source: 2010 & 2020 American Community Survey

Land Use

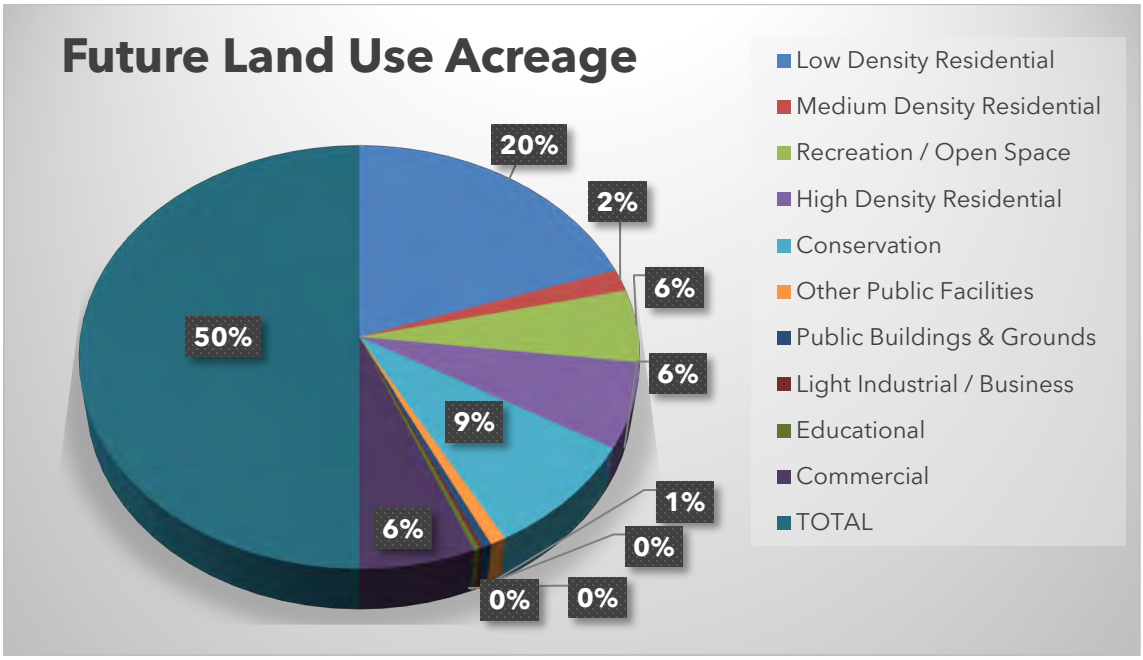
With only 27 acres of land vacant, North Palm Beach has reached a built-out status. As a result, the Village is limited to infill and redevelopment. Table 1-14 identifies the Future Land Use designations within the Village as of 2023. Although the total acreage in the Village of North Palm Beach consists of 4,479 acres, the future land use acreage total does not account for roads or waterbodies.

Table 1-14. Future Land Use Acreage

Future Land Use Designation	Acreage	Percentages
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
Recreation / Open Space	193.61	11.14%
High Density Residential	224.65	12.92%
Conservation	301.59	17.35%
Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial / Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.80	12.24%
TOTAL	1738.60	100.00%

Sources: Future Land Use Map, Village of North Palm Beach (2023).

Figure 1-1. Future Land Use Acreage Chart



Based on Table 1-14, residential uses as a whole occupy approximately 967.39 acres, which represents 55.64% of the Village's land use. Among the three residential future land use categories, there is an approximate 70/30 split between low-density residential and medium- and high-density residential.

The Village comprises the following Future Land Use Designations:

- Low-Density Residential - fewer than 5.80 residential units per gross acre
- Medium-Density Residential - 5.81 to 11.0 residential units per gross acre
- High-Density Residential - 11.1 to 24.0 residential units per gross acre.
- Commercial
- Conservation - Maximum of one unit per upland acre
- Recreation/Open Space - Maximum of one unit per upland acre
- Educational
- Public Buildings/Grounds
- Other Public Facilities
- Light Industrial/Business

A description of each Future Land Use designation follows.

Low-Density Residential Uses

Single-family residential properties in North Palm Beach are designated as Low-Density Residential land use. Occupying about 684.68 acres or about 39.38% of the total land area, Low-Density Residential is the Village's predominant land use. (Table 1-14).

Medium-Density Residential Uses

The Medium-Density Residential designation is assigned to two-family and multi-family properties. Two-family structures are those that provide two principal dwelling units, each for occupancy by one family or household. Multi-family structures are those that contain three or more principal dwelling units, each for occupancy by one family or household. Medium-Density Residential use comprises about 58.06 acres or 3.34% of the total land area within the Village.

High-Density Residential Uses

The High-Density Residential designation is assigned to multi-family properties. Within this Future Land Use category, multi-family developments are permitted at higher densities than in other residential categories. High-Density Residential Use accounts for 224.65 acres or 12.92% of the Village's land area.

Commercial Uses

Commercial land use represents approximately 212.80 acres or about 12.24% of the Village. The commercial component consists primarily of retail sales but also includes wholesale trade, offices, restaurants, service outlets, and automobile service facilities.

Light Industrial/Business

The Light Industrial/Business use represents 6.49 acres, or 0.37% of the Village. This land use consists of commercial and light industrial uses such as landscaping establishments, auto service stations, commercial greenhouses, etc.

Recreation & Open Space

Recreational use occupies approximately 186.91 acres or 10.75% of the Village. This land use designation includes the North Palm Beach Country Club. The Recreation and Open Space Element provides more details on the Village's Parks and Conservation areas.

Conservation

The Conservation use occupies approximately 301.59 acres or 17.35% of the Village. This use consists of John D. MacArthur Park, which includes wetland areas, a boardwalk, and beach access.

Educational Use

Educational future land use designation occupies approximately 9.92 acres or 0.57% of the Village. This designation consists of The Conservatory School at North Palm Beach. However, there are other educational uses, such as the Benjamin School, which are not located within the Educational Future Land Use Designation.

Public Buildings/Grounds

The Public Buildings/Grounds use represents approximately 17.36 acres or 1.00% of the Village's land area. Key sites within this designation include the Anchorage Park Marina, North Palm Beach Fire Station, the Village Hall, and the Library.

Other Public Facilities

The Other Public Facilities land use category accounts for 29.44 acres or 1.69% of the Village. This designation includes religious institutions such as the First Presbyterian Church, Faith Lutheran Church, Lighthouse Baptist Church, and public service buildings, such as the Village's Public Works Department.

Vacant Land

There are approximately 27 acres of Vacant land in small parcels throughout the Village with various Future Land Use designations. At this writing, the Village provides the level of service needed to accommodate development of these vacant properties. However, the Village's land development process ensures that required levels of service will be maintained.

Traffic Circulation

As noted in the Transportation Element, the Village of North Palm Beach is transected by a variety of federal, state, and county highways. These roadways accommodate the majority of traffic demand within the Village. Collector and local roadways are used primarily by local residents and are owned and maintained by the Village of North Palm Beach. The Village's local roadway system provides a smooth and efficient traffic circulation system that functions well at the present time. The level of service for traffic circulation is further discussed in the Transportation Element of this Comprehensive Plan.

Sanitary Sewer

The Village's wastewater and sanitary sewer systems are provided and maintained by the Seacoast Utility Authority in conjunction with public works staff.

Solid Waste

The Village Solid Waste Division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village. Although waste collection is provided in-house, the Village utilizes the Solid Waste Authority (SWA) landfill for disposal.

Drainage

The Village of North Palm Beach's drainage system consists of canals and lakes that discharge into the Intracoastal Waterway. The drainage system is managed by the South Florida Water Management District, the Northern Palm Beach County Improvement District, and the Village's Public Works Department. The drainage system adequately serves the existing community and committed development.

Potable Water and Natural Ground Aquifer Recharge

The Village's water service is provided by Seacoast Utility Authority. The Authority provides potable water to approximately 92,000 people (45,000 accounts) within 65 Square miles including North Palm Beach. The Village and Seacoast Utility Authority work in conjunction with South Florida Water Management District for natural ground aquifer recharge. Potable water and natural ground aquifer recharge are discussed further in the Infrastructure Element of this plan.

NATURAL RESOURCES

Natural features and resources impact development patterns. A more detailed analysis of the features and resources pertinent to growth and development is provided in the Conversation, Coastal Management, and the Parks and Open Space elements of this plan.

Physiography, Minerals, Soils, and Wetlands

North Palm Beach's topography is relatively flat with various minerals and soils. A variety of federal and state actions have been taken to protect and maintain wetlands and environmentally sensitive areas within the Village. John D. MacArthur State Park contains most of the Village's wetlands.

Wellfields

Seacoast Utility Authority is responsible for the development of a comprehensive future wellfield study. There are no future sites proposed in the Village at this time.

Lakes, Beaches, and Shores

All the beachfront property within the Village of North Palm Beach is designated as conservation or open space use. John D. MacArthur Beach State Park, the Lake Worth Lagoon, the Atlantic Ocean, and various interior canals are designated as the Village's Conservation or Open Space uses.

TRENDS AND CHALLENGES

The Village of North Palm Beach is evolving and has experienced redevelopment in recent years due to the increasing demand in the real estate market. This has triggered planning challenges such as protecting the character, zoning regulations and architectural design. The Village strives to maintain and enhance North Palm's small village way of life, urban character, and scenic charm. The Master Plan prepared by Treasure Coast Regional Planning Council in 2016 addresses these considerations (see next page).

With little vacant land and aging housing stock, the Village of North Palm Beach is accommodating growth through infill and redevelopment which consists of new larger residential homes and taller condominium buildings. While the Village of North Palm Beach is open to infill and redevelopment, it also embraces a vision that protects the existing small-village character and identity. The Village continues to work closely with developers to maintain the quality of life that the residents have come to expect.

The Village's existing aging condominium buildings are prime targets for buyouts and redevelopment. The impetus behind this trend is twofold: the imperative for costly repairs mandated by state regulations in 2022, and escalating construction and insurance costs. The Condominium associations of aging properties face expensive repairs mandated by state regulations passed after the collapse of South Florida Champlain Towers in 2021. These mandates further exacerbated Florida's insurance crisis, which has resulted in fast-rising premiums, decreased coverage amounts, and insolvency among some insurers. Others are leaving the state altogether.

The Village should consider creating design guidelines for redevelopment and infill that will assist developers in maintaining the overall aesthetics, environment, and redevelopment of the Village. The guidelines might include massing, articulation, height, colors, and other building design elements. The guidelines should provide criteria, requirements, and recommendations for infill and development including (a) Building Design (b) Site Planning (c) Landscaping (d) Public Streetscape.

Flood Prone Areas

The Village fully subscribes to FEMA's flood risk program, while there are few flood-prone areas in the Village, any development or redevelopment within these areas would have to comply with FEMA's flood risk program standards and its flood insurance rate maps. Additional analysis is presented in the Coastal Management Element of the Plan.

Annexation

The Village continues to support strategic annexation in order to eliminate pocket areas and enclaves. The Village has an Annexation Plan that targets some unincorporated areas between Alternate A1A and Northlake Boulevard, parcels east of PGA Boulevard and north of Jack Nicklaus Drive, and a development south of PGA between US Highway 1 and Prosperity Farms Road. These areas are also targeted for annexation by the City of Palm Beach Gardens.

The Village's Comprehensive Plan includes an (optional) Annexation Element, which identifies the Village's Future Annexation Areas and contains goals, objectives, and policies related to future annexation. Please see the Annexation Element of this document for more specific information.

2016 Village of North Palm Beach Citizen's Master Plan

In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and economic vitality of the Village. In its FY 2016 Council Goals and Objectives, the Village articulated Goal 5 which states, "Develop a master plan for economic development in our business districts and community development in our neighborhoods." Specifics of this Goal include holding a public charrette, review of the Village Comprehensive Plan and Land Development Regulations, preparation of a market study and economic strategies, develop a master plan with specific recommendations and renderings, and complete the plan by FY 2016.

In early 2016, TCRPC conducted a significant public involvement process, including a week-long economic development and urban design charrette to assist the Village in accomplishing its goals. From Saturday, January 30, 2016, through Friday, February 5, 2016, the TCRPC team worked with over 150 citizens, elected officials, business owners, and staff in forging a strategy for redevelopment and economic growth in the Village of North Palm Beach. Working together, the team and the public created a master plan that represents the aspirations for the village's waterfront, commercial corridors, and neighborhoods.

The subject Master Plan included the following key recommendations:

1. Redefine US 1
    a. Calm the corridor by pursuing a Lane Elimination to reduce the roadway from six to four lanes
    b. Beautify the corridor by repurposing asphalt into a new streetscape design
    c. Balance mobility by designing the roadway for a superior pedestrian and bicycle environment
2. Create a Form-Based Code and Design Guidelines
    a. Ensure private redevelopment complements public investments and contributes to realizing the vision
    b. Respond to market forces
    c. Establish predictability in the built environment and the approval process
    d. Maximize the waterfront
    e. Provide incentives for desired patterns and forms of development

3. Improve Prosperity Farms Road
   a. Create a signature design feature on the bridge
   b. Upgrade street furniture, especially bus stops
   c. Install pedestrian-scaled lighting
   d. Ensure infill development is consistent with the surrounding neighborhood
   e. Adopt programs to improve distressed areas
4. Prioritize Targeted Redevelopment Areas
   a. Northlake Promenade Shoppes (Twin City Mall) site
   b. Village Center(s) along US 1 corridor
   c. Camelot Inn/ Marina Area
   d. Crystal Tree Plaza
   e. Potential Southwest Annexation Area
   f. Northlake Boulevard / Earman River Area.

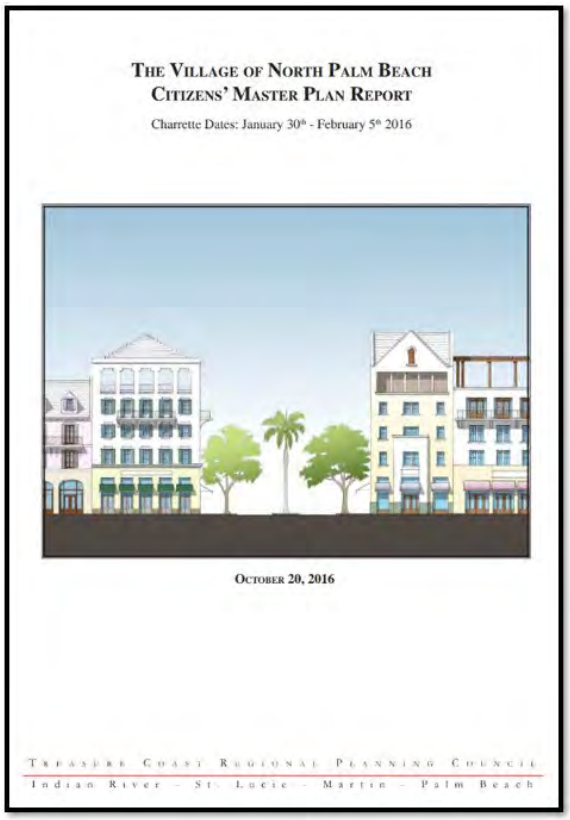

THE VILLAGE OF NORTH PALM BEACH
CITIZENS' MASTER PLAN REPORT
Charrette Dates: January 30th - February 5th 2016
OCTOBER 20, 2016
TREASURE COAST REGIONAL PLANNING COUNCIL
Indian River - St. Lucie - Martin - Palm Beach

Table 1 citizens' drawing and photos from the public workshop.

Table 2 citizens' drawing and photos from the public workshop.

Commercial Trends

As mentioned, the Village along with other areas in Palm Beach County are experiencing redevelopment. Although, many may believe that the primary redevelopment opportunities and efforts for the Village are solely residential, that is not necessarily the case. In efforts to prepare the Village for future development, the Village enlisted assistance from the Treasure Coast Regional Planning Council.

In 2016, the Treasure Coast Regional Planning Council hosted various charrettes and created a Citizen Master Plan. The plan identified that the Village has various commercial buildings that are unlikely to be developed such as 701 US Highway 1, which was fully leased at the time of the report. In addition, the bank located at 667 US Highway 1 was fully leased and utilized all the surface parking areas. Based on this analysis, there was little opportunity for retrofitting those subject properties.

However, during the charrette process, it was also noted that there is potential for redevelopment of Twin City Mall, which currently includes Northlake Promenade Shoppes. Although this is not the only property that may benefit from redevelopment, it is unique in the fact that it is located in two municipalities, North Palm Beach and the Town of Lake Park. The design of the subject property would need to embody the maritime character of North Palm Beach while including the identity of Town of Lake Park.

Beginning in 2020, the world was impacted by the Covid-19 Pandemic. Commercial businesses were required to pivot from on-site, in-person interaction to contactless online sales and services. The pandemic also interrupted the flow of supply chains for most commercial operations, resulting in higher prices for goods and services. Although the resulting increase in inflation seems to have slowed of late, economists do not predict a return to pre-pandemic prices. Nonetheless, the public has become accustomed to online shopping and remote work schedules.

Along with redevelopment of certain properties within the Village, the emphasis of online shopping has affected commercial businesses within North Palm Beach. Previously, consumers were required to physically visit their brick-and-mortar retailer or commercial business to purchase goods or request services. However, with the introduction of online shopping, consumers no longer have to travel to another location. As a result, retailers have reduced their inventory and downsized or eliminated their storefronts in favor of an online presence.

Repurposing and adaption of commercial plazas are current trends being considered by local governments across Florida. The mixed-use approach is highly recommended to attract residents, foster commercial uses, and support vibrant corridors.

Smart Growth

As a municipality that embraces a small-town character, the Village acknowledges that redevelopment is necessary for continued viability. As residential buildings, aging multi-family developments, and underutilized commercial buildings/plazas are repurposed or redeveloped, the Village supports "Smart Growth" principles. These principles provide an overall approach to development that will preserve the Village's natural resources and small-town character. While the Village currently lacks a Mixed-Use Future Land Use designation, the Village's current CMU Zoning District promotes such a mixture of land uses.

Key principles of smart growth include the following:

- Mix land uses.
- Take advantage of compact building design.
- Create a range of housing opportunities and choices.
- Create walkable neighborhoods.
- Foster distinctive, attractive communities with a strong sense of place.
- Preserve open space, farmland, natural beauty, and critical environmental areas.
- Strengthen and direct development towards existing communities.
- Provide a variety of transportation choices.
- Make development decisions predictable, fair, and cost effective.
- Encourage community and stakeholder collaboration in development decisions.

Green Development and Redevelopment

Because the Village has limited vacant land resulting in an increase in redevelopment of existing sites, careful consideration regarding land use and the built environment is vital to the Village's sustainability. The subject Comprehensive Plan covers a 20-year planning period. The Village recommends policies which encourage Green Development and Redevelopment and their resulting benefits to the community.

In 2016, the Village of North Palm Beach adopted a resolution that approved an Interlocal Agreement between the Towns of Mangonia Park and Lantana and other municipalities and counties. Per the resolution, Property Assessed Clean Energy ("PACE") program would provide funding for energy efficiency, renewable energy, and wind resistance upgrades to commercial and residential property in North Palm Beach. The Village has the opportunity to utilize various green development and redevelopment strategies.

Green Development and Redevelopment promote site planning, infrastructure, and building design considerations that aim to support economic and financial assets while protecting quality of life issues and the resources and environmental elements on which a community's well-being depends.

Florida Green Building Coalition (FGBC), Green Globes, Leadership in Energy and Environmental Design (LEED) and other similar organizations offer standards and practices that promote Green Development. The FGBC web site indicates that it *"is dedicated to improving Florida's built environment through verified green certification standards for homes, land developments, commercial buildings, high rises, and municipal and county governments. These Standards are developed scientifically with state-specific criteria. They address Florida's*

hot-humid environment, distinctive topography, unique geology, resiliency, and natural disasters."

Many states (including Florida) offer incentives and programs for Green Design redevelopment to residents, businesses, governments, non-profits, schools, institutions, etc. The funds can be used to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product.

The following elements are part of green design principles:

- Promote use of living green walls and live vegetation on the façade of a building
- Rooftop green spaces (gardens, open spaces, etc.)
  - Native and Florida-friendly Vegetation
  - Provide industry requirements for membranes, root barriers, drainage systems, filter fabrics, etc.
  - Integrate solar panels into green roof design
- Alternative building materials
- Green building certifications
- Installation of Solar Panels

Green roofs can help absorb rainfall and reduce stormwater runoff. In addition, they create habitats for biodiversity, create aesthetically pleasing roofs, transform rooftops into useable amenities such as parks, vegetable gardens, or other recreational spaces. Green roofs are historically cooler than conventional rooftops; they can reduce a building's indoor temperature and lower the urban heat island effect.

Shade from vegetation removes heat from the air, which reduces temperatures on roof surfaces. On hot summer days, the surface temperature of a vegetated rooftop can be cooler than the air temperature, whereas the surface of a traditional rooftop can be up to 90°F (50°C) warmer [Environmental Protection Agency].

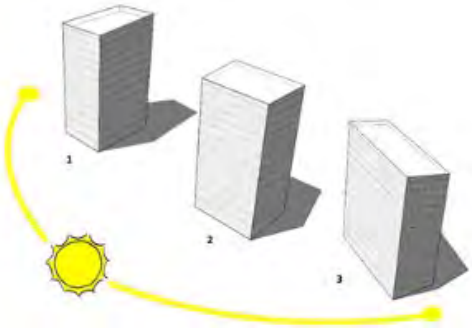
Green roofs prohibit the majority of ultraviolet radiation from penetrating the rooftop which equates to air conditioning savings and longer roof replacement periods. They also provide a habitat for butterflies and birds while filtering the rooftop water and creating less strain on storm water systems. Vegetated roofs use and filter the excess water while traditional roofs typically acquire pollutants and contribute to nonpoint source pollution which ultimately goes into the Atlantic Ocean.

Green roofs can be used to mitigate storm water runoff requirements while providing an aesthetically pleasing built environment. Basic green roof systems can be installed with little or no additional engineered structural support. An intensive green roof adds about 80-150 extra pounds per square foot; extensive green roofs add about 12-50 pounds per square foot.

Green roofs have been successful at several locations throughout Florida. The photos below (on the next page) include projects in Jacksonville (Breaking Ground Contracting Green Roof & Rooftop Garden); Orlando (Orlando Health MD Anderson Cancer Center Labyrinth Vegetated Roof Garden); Clermont (Honda Headquarters); and Miami (FIU College of Nursing & Health Sciences, Modesto A. Maidique Campus).

Building Orientation

Building orientation is the practice of facing a building to maximize certain aspects of its surroundings, such as street appeal, to capture a scenic view, for energy efficiency, for drainage considerations, etc. Along with massing, building orientation is a crucial consideration in the design phase. It should be decided concurrently with massing early in the design process, as neither can be truly optimized without the other. Successful building orientation can also minimize other site conditions, such as rainwater harvesting driven by prevailing winds.



Decisions about building orientation begin early in the design phase and involve all project team members. It helps to have input from experienced passive solar design architects and builders and to consider site conditions such as temperature, solar access, and wind to evaluate design opportunities. Building orientation impacts daylighting, which also relates to building geometry, window selection, interior layout, HVAC sizing, and electrical lighting design. Utilizing computer simulation software and energy modeling tools help to assess how building orientation and passive design considerations affect overall building performance.

Building orientation is usually intended to maximize solar gain during the cooler months, and to minimize solar gain in the warmer months. The sun is lower in the sky in winter than in summer, allowing designers to plan and construct buildings that capture (free) heat in winter and repel heat in summer. Best orientation can increase the energy efficiency of a building, making it more comfortable to live in and less expensive to maintain.

Buildings that are oriented east-west rather than north-south harness daylight and control glare along the long faces of the building, minimizing glare from the rising or setting sun.

Passive and Active Solar Strategies

Passive solar strategies use building components to collect, store, distribute, and control solar heat gains. Such strategies include implementing large, south-facing windows, sourcing building materials that absorb and slowly release heat, manipulating building form to influence ventilation, and minimizing unwanted heat gain through proper window selection and glazing. Shading devices such as roof overhangs or landscaping also reduce solar load.

Active solar strategies capture and store the sun's energy through mechanical or electrical means. Solar photovoltaic systems generate and store electricity, while solar thermal systems heat liquid directly and transfer thermal energy for heating water or air. Solar-ready buildings have south-facing roofs that are not shaded by nearby trees, structures, or buildings.

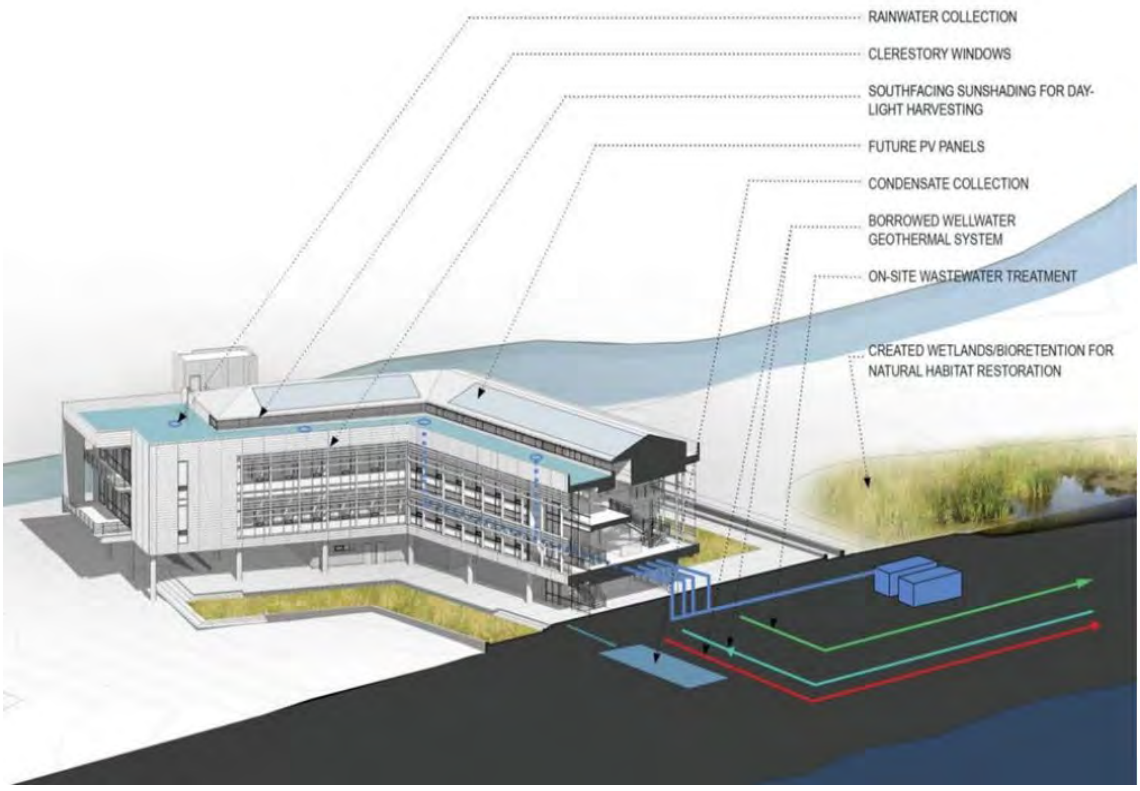
Buildings oriented for passive and active solar result in multiple benefits:

- Utilize solar, a renewable energy source, reducing greenhouse gas emissions and slowing fossil fuel depletion.
- Connect occupants to the natural environment by responding to changing weather conditions and providing window views.
- Provide daylighting, which decreases electrical lighting requirements and increases occupant satisfaction and productivity.
- Employ thermal massing, which reduces temperature swings and produces a higher degree of temperature stability and thermal comfort.
- Reduce heating and cooling costs through natural heating/cooling and ventilation.
- Lower operation and maintenance costs by requiring fewer moving parts and opportunities for mechanical failure.

Considering life-cycle costs and annual energy and maintenance savings, buildings designed to maximize solar access are often less expensive than conventional buildings. Passive solar features, such as south-facing windows, thermal mass, and roof overhangs, can theoretically pay for themselves by reducing mechanical heating and cooling loads, unit size, installation, operation, and maintenance costs. Compared to passive solar systems, active solar systems often have a higher initial cost and longer payback period depending on the size and the type of technology but may be offset with currently available federal and state tax credits.

Building Resiliency

Building orientation for passive and active solar design enhances a building's resiliency by maintaining livable conditions in the event of power interruption and loss of heating fuel. Daylight-optimized buildings provide interior light, and highly insulated buildings with natural ventilation maintain thermal comfort for building occupants. Photovoltaic systems with battery storage and islanding inverters provide emergency "power islands" during storm or other grid outages.



Florida Department of Environmental Protection's (DEP) Green Stormwater Infrastructure manual encourages the integration of stormwater practices and policies into the development process. A site's landscaping and open spaced areas can be used to retain and treat stormwater on-site rather than transferring potentially polluted stormwater off-site.

Urban Forestry and Landscaping

Trees are a vital component of the infrastructure in our community and provide many environmental and economic benefits. These benefits include cleaner air, soil and water conservation, climate moderation, energy conservation, human health and longevity, increased property values, traffic calming, and enhanced biodiversity.

Urban forestry is the care and management of tree populations in urban settings for the purpose of improving the urban environment. Because the tree canopy consists of living organisms that grow, change, and respond to environmental factors, this valuable natural resource requires management to thrive.

Urban forestry emphasizes the role of trees as a critical part of the urban infrastructure. Urban foresters plant and maintain trees, support appropriate tree and forest preservation, conduct research, and promote the many benefits trees provide. Employing urban forestry policies will bring environmental and economic benefits to the Village of North Palm Beach by reducing the need for air conditioning, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed -- in short, it will improve the Village's microclimate and air quality.

Another economic benefit associated with urban forestry is increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial, and public investments. Numerous studies have shown that there is a direct relationship between home value, public health, and street trees. In her article "City Trees and Property Values," Kathleen L. Wolf indicates that home prices increase by 6 to 9 percent when there is good tree cover in a neighborhood, and a 10 to 15 percent increase when there are mature trees in a high-income neighborhood.

Urban forests improve air quality, absorb rainwater, improve biodiversity, and potentially allow recycling of 20% of waste which is wood based. Many cities today have issues with stormwater management systems that can no longer hold the volume of stormwater water generated by today's climate conditions. One sustainable solution to this problem is putting grates underneath street trees to hold water. Trees and their soils work to filter runoff pollution and soil contaminants by absorbing them and processing them into less harmful substances. They also collect water in their limbs which release the water back into the atmosphere over time. This makes trees aa viable and important solution to stormwater runoff and urban heating issues.

Urban forestry can be subject to NIMBY (not in my backyard) arguments because some people occasionally experience trees as a nuisance or as a cause for disputes between neighbors. Citizen complaints frequently include concerns about too much shade, leaf litter, low hanging and falling branches, undesirable seeds, pods or fruits, and bird droppings. Many of these objections can be overcome by educational programs that promote the careful selection, placement, and routine maintenance of trees. The benefits of trees in our communities far outweigh any real or perceived inconveniences.

Another area of concern is the damage to homes and buildings that can result from tree roots or falling trees. Cases of damage to building foundations from invasive roots are typically the result of improper siting of trees and buildings relative to each other. The young sapling planted by the front door today will become the giant oak of tomorrow with roots that might damage walkways and foundations. Proper education about site and species selection is critical.

Falling trees often result from unstable root systems and/or severe storms. It is important to understand regional soil types and the routine maintenance practices necessary to promote healthy root systems and to reduce the other circumstances that might cause a tree to fall (disease, rotten wood, a too-heavy crown, etc.) Nonetheless, the damage from trees remains

low in proportion to the number of trees and the many direct and indirect benefits they provide.

The following should be considered when formulating codes and standards for Urban Foresting:

- Include clear and concise definitions of key terms
- Include risk assessment evaluation requirements
- Define minimum landscape standards and mitigation requirements
- Specify what type of trees are required in certain locations
- Provide incentives or penalties to developers, landscape architects, etc.
- Provide educational opportunities for the community

A number of cities in South Florida support Urban Forestry and qualify as *Tree City USA* communities. Boca Raton, Boynton Beach, Delray Beach, Palm Beach Gardens, Royal Palm Beach, and Lantana have been designated as Tree Cities in the state of Florida.

The sustainability and long-term quality of our community will benefit by including urban forestry policies and code language in the Village's Comprehensive Plan and Land Development Regulations.

FINAL REMARKS

The Village of North Palm Beach Comprehensive Plan outlines the future development and growth of one of Florida's vibrant coastal communities. Rooted in the village's unique heritage, rich history, and culture, this comprehensive plan seeks to create a sustainable and resilient village that enhances the quality of life for its residents and visitors alike.

The Village's Comprehensive Plan embrace the **sustainable community** concept: *An urban area with a long-term planning and management vision that incorporates a multi-modal transportation network; walkable, mixed-use patterns of development; denser development where infrastructure exists; civic spaces and interconnected open spaces for recreation; economic vitality and job choices; choices in housing price and size; a quality educational system; and a unique identity.* The Village's sustainable community concept serves as an umbrella under which all the elements of the Plan are developed.

As a village with a strong economic foundation built on tourism, trade, and diverse industries, the Comprehensive Plan seeks to strike a delicate balance between preserving the village's natural beauty, fostering responsible growth, and promoting economic prosperity. The Comprehensive Plan aims to create a sustainable environment, addressing challenges posed by climate change, sea-level rise, and protecting the village 's unique ecosystems. It envisions a village with well-connected transportation networks, encouraging alternative modes of travel and reducing congestion to improve mobility and accessibility.

Preserving North Palm's cultural heritage and historical landmarks are integral components of the Plan. Emphasizing the importance of smart urban design, the plan seeks to revitalize neighborhoods, promote affordable housing, and enhance public spaces to foster a sense of community and pride. Safety and resilience are of paramount concern in the Comprehensive Plan, with strategies in place to mitigate potential natural hazards, enhance emergency response systems, and safeguard the well-being of residents and visitors.

The Village's Comprehensive Plan is a forward-thinking document that envisions a Village that celebrates its past, embraces the present, and looks ahead to a sustainable, vibrant, and inclusive future. As the village continues to evolve and face new challenges, this plan serves as a guiding compass, shaping policies, and decision-making to ensure North Palm Beach continues to thrive as a cherished destination and a place its residents are proud to call home.

The following table includes the major goals of the Village's proposed Comprehensive Plan:

- Protect quality of life of residents and support locally owned business development within the community, and the economic resilience that it creates
- Embrace community participation and dialogue
- Preserve community identity and historic character
- Protect its natural and built environment, encourage urban forestry
- Adopt sea level rise policies and regulations
- Provide walkable, mixed-use developments and support multi-modal transportation network
- Promote sustainable practices (drainage, green, buildings and site plans, etc.)

In summary, the Village should continue to implement specific strategies and policies that protect residents' quality of life and support the business community by encouraging and promoting sustainable, compact development patterns, and fostering the "live, work, play, learn" concept. Such strategies should include:

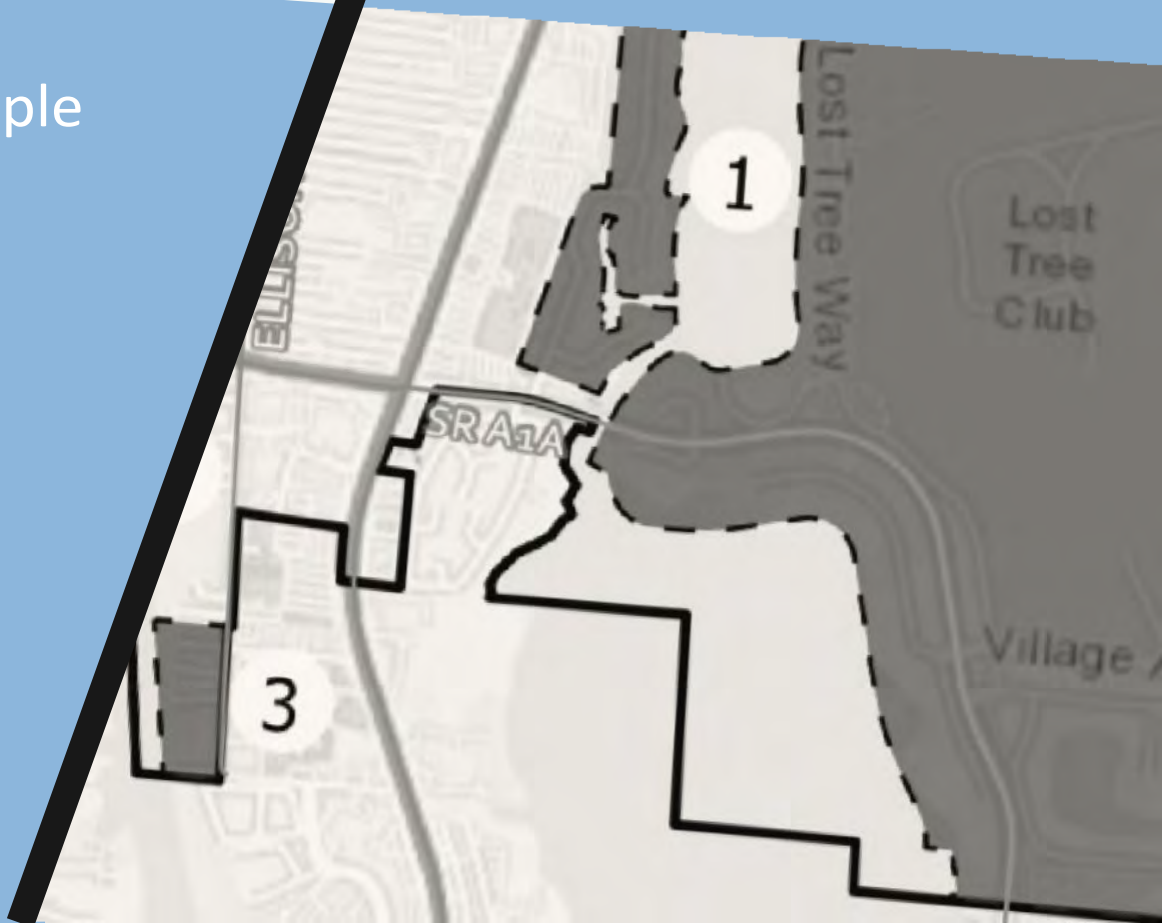
- Plan for infill and redevelopment of existing single-family dwellings that are being demolished and replaced by newer homes;
- Consider creating design guidelines for redevelopment and infill areas to protect the character of the Village;
- Promote walkable and connected neighborhoods that provide for a mix of uses at urban densities and intensities that support a range of housing choices and encourage a multi-modal transportation system;
- Improve non-auto-dependent connectivity between residential, shopping, entertainment, and employment areas by providing interconnected sidewalks, bike lanes/paths, and expanded regional transit service;
- Build a more resilient, adaptive community to address environmental impacts from sea level rise;
- Support green development and redevelopment policies and consider amending the Village's LDRs to be consistent with green initiatives supported by the Comprehensive Plan;
- Direct future economic growth and associated development to areas of the Village in a manner that does not have an adverse impact on natural resources and protect ecosystems;
- Encourage infill and mixed-use development
- Assess the capacity of existing infrastructure to support higher density and intensity uses along corridors;
- Promote Florida Friendly landscaping to support water conservation; and,
- Consider preparing an Urban Forestry Master Plan including available grants.

Annexation

Data and Analysis

Chapter 1: People and Places

Element 2



DATA & ANALYSIS

A. INTRODUCTION

The Village of North Palm Beach recognizes the impact that annexation can have on the resources of local governments. Although it is not required by Florida Statute, the Village has adopted this optional element into its Comprehensive Plan to provide the Village with a detailed outline for addressing future annexation and ensuring the Village has the tools necessary for smooth transition.

Florida's 1974 Municipal Annexation or Contraction Act provided a mechanism for municipalities to annex or recede from territory. This act allows municipalities to annex territories that are "contiguous, compact, unincorporated," and developed for urban purposes.

Florida Statutes

Annexation is addressed in Chapter 171 of the Florida Statutes. The Chapter is separated into two parts: Part I – Municipal Annexation or Contraction (ss. 171.011-171.094) and PART II – Interlocal Service Boundary Agreements (ss. 171.20-171.212).

Parts I and II are also subdivided. PART I addresses annexation procedures, prerequisites to annexation, character of the area to be annexed, voluntary annexation, and the annexation of enclaves. Part II addresses interlocal service boundary agreements, prerequisites to annexation under PART II, and consent requirements for annexation of land.

The following are definitions for certain Annexation terms:

- "Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.

- "Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in Florida must be designed in such a manner as to ensure that the area will be reasonably compact.

- "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the annexing municipality.

  The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically.

However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

- "Enclave" means:
  - Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or
  - Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

- "Feasibility study" means an analysis conducted by qualified staff or consultants of the economic, market, technical, financial, and management feasibility of the proposed annexation or contraction, as applicable.

- "Interlocal service boundary agreement" means an agreement adopted under Part II between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

B. BACKGROUND

In the past, interested property owners have initiated annexation requests in the Village of North Palm Beach. However, the Village views annexation as beneficial to the Village and is receptive to proposals for annexation, provided such proposals do not create undue hardship for service delivery.

The Village continues to attempt to expand its existing boundaries by adding new residents. As part of the Optional Map Series, the Annexation Map indicates the existing Village of North Palm Beach boundaries as well as potential annexation areas.

For two decades, the Village has made strides toward annexation. Table 2-1 lists the Village's annexation initiatives from 2001 to 2023. Throughout the years, the Village has annexed both residential and commercial properties off major throughfares such as US Highway 1 and Alt. A1A.

Table 2-1: Village Annexation Initiatives

Year Adopted/NPB #	Amendment Summary	Acres
2001/01-1.1	Amended Plan to incorporate a 0.65-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.65 acres
2001/01-02	Amended Plan to incorporate a 0.66-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.66 acres
2002/02-2.1	Amended Figure 3-18 of the Future Land Use Element (Future Annexation Areas) to reflect recent annexation actions by the Village and neighboring jurisdictions and reflect coordination of annexation areas with those of neighboring jurisdictions	-
2002/02-2.3	Amended Plan to incorporate a 1.06-acre annexation in Planning Area 6A. Assigned a Medium Density Residential Future Land Use designation and R-2 Zoning District.	1.06 acres
2004/04-1	Amended Plan to incorporate a 3.06-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	3.06 acres
2004/04-2	Amended Plan to incorporate a 0.92-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	0.92 acres
2007/04	Incorporated a 1.79-acre annexation of property in Northeast corner of Alt. A1A and Richard Road	1.79 acres
2007/05	Incorporated a 0.35-acre annexation of property on East side of Alt. A1A and North of Richard Road	0.35 acres
2008/10	Incorporated a 2.62-acre annexation of property known as Live Oak Plaza located West of Alt. A1A and South of Richard Road	2.62 acres
2010/05	Incorporated a 1.70-acre annexation of property South of Richard Road and West of the Florida East Coast Railway (FEC)	1.70 acres
2010/18	Annexed seven (7) contiguous parcels of real property totaling approximately 4.64 acres located North of Richard Road and West of the FEC railroad right-of-way within Annexation Areas 4b and 4c	4.64 acres
Total		17.45 acres

C. EXISTING CONDITIONS

The Annexation Areas (Acreage) Map of the Optional Map Series indicates six areas within the Village of North Palm Beach with the potential for annexation. The total annexation area is approximately 688.1 acres which would dramatically increase the size of the Village.

Enclaves and Pocket Areas

The elimination of enclaves effectively curbs urban sprawl and lessens the undesirable impact that uncontrolled growth has had on Florida's resources.

As defined by Florida Statutes, enclaves are any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and/or a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

Annexing enclaves requires coordination between county and local municipalities. It can create difficulties for emergency service providers (medical/rescue, police, and fire departments) to respond to emergency situations.

Per F.S. 171, "the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves. In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

(a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or
(b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

However, this section does not apply to undeveloped or unimproved real property."

In addition, pocket areas generally occur along the outer perimeter of a municipality. Although pocket areas differ from enclaves, filling in the irregular growth patterns in pocket areas would result in more coherent boundaries, making the jurisdiction limits more definable.

Intergovernmental Coordination

Annexation of unincorporated property in Palm Beach County requires extensive coordination. Unless the area is within the municipality's utility service boundaries, residents of the area to be annexed are typically using County infrastructure. In such cases, it is important to recognize that the annexation may require conversions from septic tanks and well water to municipal sewer and potable water. Prior to any annexation, the jurisdiction must ensure concurrency between the subject areas.

D. TRENDS AND CHALLENGES

Treasure Coast Regional Planning Council Annexation Analysis

In 2022, the Village of North Palm Beach entered into an agreement with TCRPC to conduct an annexation analysis. The purpose of the analysis was to help the Village obtain any potential issues related to annexation. TCRPC would conduct due diligence, evaluate opportunity and outreach to various stakeholders. The project kickoff meeting was conducted with Village staff on April 26, 2022. In attendance was the Village Manager,

Planning Director, and the Village's Legal Counsel. At the kickoff meeting, the some of the following topics were discussed:

- Methodology for Village staff to analyze benefits and costs for potential annexation candidates such as ad valorem taxes; utility taxes and fees
- Seacoast Utility Authority rate structure and lack of differential for Village or County customers
- Code Enforcement
- Future Land Use Map designations
- Other topics

Following the kickoff meeting, two additional project coordination meetings were conducted with the project team and Village Staff. The first coordination meeting was conducted on September 22, 2022. The coordination meeting included the Village Manager, Special Projects Director, and the Finance Director. Topics discussed that the meeting included the following:

- Prioritize meetings with Seacoast Utilities and Palm Beach County
- Annexation interests by Palm Beach Gardens in Annexation Area 1 (west of the FEC railroad corridor)
- Need for additional GIS mapping related to annexation and other Village priorities

Subsequently, on October 14, 2022, a coordination meeting was conducted with the Village Manager, Public Works Director, and Information Technology (IT) Manager. The following topics were discussed at the meeting:

In addition, TCRPC reviewed background documents and policies from the Village, Palm Beach County, Seacoast Utilities, and the Department of Health. The following findings were obtained from the various agencies:

- Palm Beach County maintains a Future Annexation Area Map. Per the County map, Areas 1, 2 and 3 are all indicated to be in the declared future annexation areas of both the Village and the City of Palm Beach Gardens.
- The Village Comprehensive Plan indicates the Village's annexation interest particularly for industrial and or business park land uses in Area 1 (described as north of Northlake Boulevard and west of Alternate A-1-A) pursuant to a desire to increase the municipal tax Chapter 13 addresses annexation, noting statutory provisions and requirements and placing emphasis on the desirability of annexation in Areas 1, 2, and 3. The Village emphasizes the need to coordinate with the City of Palm Beach Gardens regarding the City's de-annexation of Ellison Wilson Road and a flag-shaped lot located west of Ellison Wilson Road.
- Palm Beach County Fire Rescue (PBCFR) Services are currently provided in potential annexation areas 1, 2, and 3. Additional coordination will be needed with PBCFR if annexation efforts are advanced in these areas.
- Seacoast Utilities provides water and wastewater services to the Village and the potential annexation areas.
- The Department of Health regulates septic tanks; however, they do not maintain maps of failing septic tanks.

Stakeholder meetings were conducted with Seacoast Utilities and Palm Beach County. The City of Palm Beach Gardens declined to participate in a stakeholder meeting, and a meeting with the Town of Lake Park was suspended due to the preliminary findings. Summaries of the stakeholder meetings were as follows.

Seacoast Utilities

A meeting was conducted with Seacoast Utility Authority on January 31, 2023, including the Village Manager and Special Projects Director along with the Seacoast Executive Director and Director of Planning. Discussion topics included the following:

- "Seacoast customers in the Village pay a 10-11% surcharge, which Seacoast provides to the Village annually. For the Village, this surcharge generates roughly $70-80,000 monthly, totaling $891,000 in 2022.

- This fee is collected in the Village, Town of Juno Beach, and Town of Lake Park; however, it is not collected in the City of Palm Beach Gardens or unincorporated Palm Beach County. Therefore, unincorporated properties annexing into the Village would incur additional utility costs given the current rate structure.
- Two key areas for additional Village/Seacoast coordination include resilience and permitting in Village rights-of-way. Regarding development activities, Seacoast staff participates on the development review committees for the Village, Lake Park, and Palm Beach Gardens but not for the County.
- Septic to sewer conversions are anticipated east of A-1-A, including Richard Road, Honey Road, Conroy Drive, and Lorraine Court with a preliminary cost estimate of $4.5M. Similar conversions to the north along Richard Road and Hinda Road are estimated at $3M. There is funding potentially available through the South Florida Water Management District (SFWMD) and Legislative appropriation, which creates a partnership opportunity for Seacoast and the Village.
- The Seacoast water main on US1 represents an opportunity for collaboration. If the water main is moved to the alley, the remaining water line could be used for reclaimed water for landscaping as well as the Country Club."

Palm Beach County

A meeting was conducted with Palm Beach County on March 22, 2023, including the Village Building Official and County Planning Director and senior planning staff. Discussion topics included the following:

- "The alignment of Congress Avenue remains uncertain, with continued evaluation led by the County engineering department.
- The County has expressed preference for expanded workforce housing where possible. In Area 1, with the County's HR12 land use, a maximum density of 28 du/acre is achievable with the following assumptions:

HR 12 – base density	12 du/acre
Workforce housing bonus of 100% with 100% workforce housing (presumes 100% for-sale; bonus is reduced to +80% if rental)	+ 12 du/acre
Purchase of units through transfer of development rights	+ 4 du/acre
TOTAL MAX DENSITY	28 du/acre

- Properties along Northlake Boulevard include both Commercial High and HR 8 future land use designations. County regulations allow density to be clustered, enabling a maximum density of 20 du/acre, which can be aggregated and located on any portion of the total acreage of assembled properties. In addition to the residential density, the Commercial High FLU designation allows up to 0.85 FAR base intensity with a maximum intensity of 1.0 FAR for traditional neighborhood or traditional marketplace development.
- The implications of SB 102 (the Live Local Act of 2023) are unknown; however, as written, it would appear a maximum height of 8 stories should be considered.

(NOTE: SB 102 as adopted allows subject properties to utilize the maximum building height permitted within one mile)"

Following the preliminary findings and analysis, the Village requested that the TCRPC annexation study be halted. As part of the analysis, TCPRC created the below annexation analysis as an example of potential taxes for a property that annexes into the Village.

ANNEXATION ANALYSIS APRIL 2022

The purpose of this analysis is to compare taxes, fees & service delivery for properties within unincorporated Palm Beach County and within the Village of North Palm Beach. For the analysis, a sample property is utilized with a taxable value of $400,000.

CATEGORY	UNINCORPORATED[1]		IN VILLAGE		DIFFERENCE
Ad Valorem Taxes					
County Operating Debt	4.72	1888.00	4.72	1888.00	0.00
County Debt	0.03	12.00	0.03	12.00	0.00
* Fire/Rescue	3.46	1384.00	0.00	0.00	-1384.00
* Library Operating	0.55	220.00	0.00	0.00	-220.00
* Library Debt	0.03	12.00	0.00	0.00	-12.00
PBC School District by State Law	3.27	1308.00	3.27	1308.00	0.00
PBC School District by Local Board	3.25	1300.00	3.25	1300.00	0.00
North Palm Beach Operating	0.00	0.00	7.00	2800.00	2800.00
So. Fla. Water Mgmt. Basin	0.10	40.00	0.10	40.00	0.00
So. Fla. Water Mgmt. District	0.09	36.00	0.09	36.00	0.00
Everglades Construction	0.03	12.00	0.03	12.00	0.00
Fl. Inland Navigation District	0.03	12.00	0.03	12.00	0.00
Children's Services Council	0.55	220.00	0.55	220.00	0.00
Health Care District	0.73	292.00	0.73	292.00	0.00
Non Ad Valorem Assessments					
Solid Waste Authority of PBC		184.00		184.00	0.00
North Palm Beach Stormwater				142.84	142.84
		NET CHANGE FOR PROPERTY OWNER			1326.84

TOTAL 2022 Certified Millage Rate	16.8381
Seacoast Utilities	
North Palm Beach Surcharge	TBD
ISO Rating	TBD
Solid Waste Collection	TBD
[1] sample site: 2778 Hinda Road	https://www.pbcgov.org/papa/Asps/PropertyDetail/PropertyDetail.aspx?parcel=00434217040000120&srchtype=map
Estimated Taxable Value	$ 400,000

Strategic Annexation Plan

Although, TCRPC prepared an annexation analysis for North Palm Beach, the Village could continue this initiative by creating an Annexation Strategic Plan. The Annexation Strategic Plan will provide necessary data and information to guide the Village in the process of annexation surrounding properties both commercial and residential. In addition, it would evaluate the costs and benefits of annexation potential adjoining areas and define a suitable implementation strategy to annex specific areas.

The annexation plan would be divided into three (3) phases: Phase 1, Phase 2, and Phase 3. Phase 1 would provide an analysis of the decennial Census and Palm Beach County data related to potential annexation areas. Furthermore, Phase 1 would include the following:

- Detailed maps and photos of the annexation areas
- Key Planning Data (population, zoning, future land use, size-acres)
- Property Appraisal Information
- Projected Ad Valorem per Village Millage Rate
- Summary Table of Taxable Value and Ad Valorem Tax per each potential annexation area

Phase 2 would present project revenue to be received and projected costs to serve each targeted area. This phase would provide detailed analysis of existing conditions and level of services as follows:

- Infrastructure (water, sewer, drainage, parks, and road conditions)
- Building Department and Code Enforcement
- Public Safety (Fire Rescue/Law Enforcement)
- Inventory of Revenue and Costs

The cost analysis would review the expected annual expenses or costs to the Village for providing Village services to the potential annexation areas; and the estimated annual review that could be expected. Also, meeting with Village Departments and service providers would be critical task within Phase 2. Meetings should be conducted amongst Village Departments such as:

- Police
- Fire Rescue
- Finance
- Public Works
- Code Enforcement
- Parks and Recreation
- Community Development

In addition, it would be important to meet with the following service agencies:

- Seacoast Utility Authority
- Palm Beach County Fire
- Palm Beach County Sheriff's Office
- Solid Waste Authority

Phase 3 would provide prioritization of potential annexation areas based on the findings of the previous phases, and the recommendations from the Village Council. The main goal is to present specific strategies to annex target areas. This effort might include community outreach, online surveys, brochure presenting benefits, social media and others.

Political Challenges

Residents' resistance to change often impedes attempts at annexation. In many cases, residents of unincorporated areas are accustomed to receiving certain services at no cost and understandably oppose any measure that would increase taxes. From a municipality's perspective, however, annexation adds a financial and management burden on its existing operations and infrastructure. The use of local roads, parks, and other related amenities by residents of unincorporated areas without taxation burdens the municipal tax structure.

In general, unincorporated Palm Beach County residents are subject to lower taxes than municipal residents because they are taxed only by the County rather than by both the municipality and the County. Annexation into the Village of North Palm Beach would not only increase taxes for former County residents but sometimes subject them to stricter local regulations, ordinances, and codes.

Also, North Palm Beach's proximity to various unincorporated pockets creates overlaps in jurisdiction with neighboring municipalities. As indicated on the Annexation Map including Surrounding Municipalities of the Optional Map Series of this Comprehensive Plan, the Village competes with the City of Palm Beach Gardens and the Town of Juno Beach for annexation of certain unincorporated pocket areas.

The Village is also attempting to coordinate the de-annexation of the Ellison Wilson right-of-way and the "flag lot" with the City of Palm Beach Gardens. This de-annexation effort has been in process for several years and has been an ongoing struggle for both municipalities.

Furthermore, as mentioned in the Future Land Use and the Infrastructure Element of this Plan, the Village utilizes Seacoast Utility for its potable water services which imposes a surcharge on Village residents. Residents of unincorporated areas also pay a surtax for County fire/rescue and police. Because North Palm Beach provides those services in-house, the surtax would be replaced by the Village's tax structure.

Oftentimes, municipal residents oppose annexation citing drain on municipal resources and a general preference for a small-town lifestyle. Increased taxes and additional regulations are among the reasons residents of unincorporated areas are hesitant to join the Village. Although the elimination of enclaves and unincorporated pocket areas is encouraged by the State as well as the County, political issues often block attempts at annexation.

In March 2024, thousands of residents from unincorporated Palm Beach County near North Palm Beach and Palm Beach Gardens voted on whether to have either municipality annex their properties.

North Palm Beach proposed to annex four neighborhoods (182 dwellings) that are also in Palm Beach Gardens' annexation area, putting both municipalities in direct competition for the same neighborhoods. For an annexation to take effect, a municipality must receive approval from 50%-plus-one of the subject voters.

Table 2-2 indicates the three annexation zones in North Palm Beach which comprise a little over 200+ homes. The proposed annexation efforts sought to round out the Village's boundaries and provide more control over development and redevelopment in the area. However, residents of the subject annexation areas voted against joining the Village of North Palm Beach.

Table 2-2 – Annexation Voting Areas

Annexation Zone	Annexation Neighborhood	Size (Acres)
1	Portage Landings and Hidden Key residential developments	61 acres
2	Ellison Wilson Road	8.57 acres
3	Pirates Cove and six (6) adjacent parcels	17 acres

PEOPLE & PLACES

Although its most recent annexation attempt failed, the Village should continue its efforts toward annexation, and consider conducting a study to analyze property values, property taxes, population, and county zoning codes of the targeted unincorporated areas in order to craft a strategic plan for incremental annexation.

While squaring off North Palm Beach's boundaries and increasing the Village's taxbase would benefit the Village, a larger population would increase the demand for services such as:

- Solid Waste
- Potable Water
- Sanitary Sewer
- Parks and Recreation
- Police
- Fire Rescue
- Community Services
- Public Works

As a result, staffing levels in certain departments might need to be increased. For example, the Building Department/Zoning Department may need additional staff to process an increase in permit requests and additional code enforcement officers might be needed to enforce village ordinances on newly acquired property.

E. FINAL REMARKS

To continue to grow, the Village of North Palm Beach must expand its boundaries to include unincorporated properties. It is critical that any annexation initiative take into consideration the best interest of both the Village and the owners of the property to be annexed.

North Palm Beach's approach to annexation will be more beneficial for everyone if annexation, like any growth, is accomplished according to a well-conceived strategic annexation plan. Without a plan, the annexation of any property can lead to inadequate or inefficient delivery of services.

Palm Beach County has a primary leadership role to support eliminating unincorporated areas and promoting annexation. In 2001, Broward County adopted a policy that encouraged unincorporated areas be annexed into municipalities to improve services and support local governments.

To date, Palm Beach County residents have opposed annexation into the Village. However, the Village should continue to implement specific annexation strategies and policies that will protect the current residents' quality of life while providing services, staffing, and budgeting to accommodate new residents. Strategies for efficient and effective annexation include the following:

- Developing a strategic plan for annexation that includes a feasibility study;
- eliminating enclaves and pocket areas;
- coordinating with adjacent municipalities and the County; and,
- continue dialogue with the County to emphasize support to reduce unincorporated areas.

Housing

Data and Analysis

Chapter 1: People and Places

Element 3

DATA & ANALYSIS

A. INTRODUCTION

The purpose of the Housing Element is to guide the preparation of plans and policies necessary to assure the availability of safe, sanitary, affordable, and otherwise adequate housing for the existing and future needs of the Village of North Palm Beach for the next 10- and 20-years.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with all Elements of a Comprehensive Plan. Section 163.3177(f)1, Florida Statutes, requires a Comprehensive Plan to include, "*A housing element consisting of principles, guidelines, standards, and strategies to be followed in:*

a. *The provision of housing for all current and anticipated future residents of the jurisdiction.*
b. *The elimination of substandard dwelling conditions.*
c. *The structural and aesthetic improvement of existing housing.*
d. *The provision of adequate sites for future housing, including affordable workforce housing as defined in s.380.0651(1)(h), housing for low-income, very low-income, and moderate-income families, mobile homes, group home facilities and foster care facilities, with supporting infrastructure and public facilities. The element may include provisions that specifically address affordable housing for persons 60 years of age or older.*"

This Element examines existing housing conditions and identifies projected demand for housing in North Palm Beach and provides an analysis of the internal and external factors affecting the Village's housing market. The Housing Element includes the following analyses:

1. Analysis of the Village's housing inventory and its characteristics based on information provided by the U.S. Census Bureau, the University of Florida's Shimberg Center, and the Village's own statistics, as appropriate;
2. Assessment of current built-out status and redevelopment trends as they relate to housing supply;
3. Analysis of the extent of housing need for anticipated populations and the replacement and maintenance of existing housing units;
4. Consideration of green housing strategies;
5. Analysis of the current challenges and trends related to housing.

Housing in North Palm Beach

The Village of North Palm Beach is a coastal community located in the southern portion of Florida's East Coast. According to US Census data, the Village's population increased from 12,015 residents in the year 2010, to 13,162 residents in the year 2020, an increase of 9.54%. In addition, the Census data indicates that the Village's housing inventory increased from 6,025 housing units in 2010, to 6,232 in 2020, resulting in an increase of 207 units (3.43%) during the same time period. North Palm Beach's population is projected to continue to rise into the year 2050. (See Table 1-2. Population Projection in the Future Land Use Element).

The real estate market has experienced rapid change over the past decade. The drastic increase in housing prices in the State of Florida is mirrored in North Palm Beach. The increase is similar to that seen during the housing bubble after the 2008 recession. Foreclosed properties are scarce, and many homes are being purchased by cash buyers despite the fact that demand is higher than supply. Housing affordability remains an issue for many North Palm Beach households.

Despite the volatile housing market, the Village's residential neighborhoods (low, medium, and high density) have been improving and consolidating. Residential land use represents 55.64% of the Village's jurisdiction. (See Table 1-14. Future Land Use Acreage in the Future Land Use Element).

B. ANALYSIS OF EXISTING CONDITIONS

To effectively manage the Village's future development, it is necessary to have a clear understanding of existing housing conditions. This section presents an inventory of all housing-related data and examines the characteristics of existing housing in North Palm Beach as required by Chapter 163 of the Florida Statutes.

The following analysis is based on the 2010-2020 American Community Survey (ACS) 5-year estimates of the U.S. Census Bureau, which includes estimates based on a sample of households over a 5-year period. The data provided by the ACS allows an in-depth analysis of housing variables and trends. The following tables are organized in columns, each representing a 5-year period. In 2020, the US Census Bureau released its decennial Census data, providing additional information for assessing the Village's housing conditions and demographics. However, various datasets captured in the ACS are not necessarily identical to those in the decennial Census. The following analysis includes various datasets obtained from the US Census Bureau.

Occupancy and Tenure

As summarized in Table 3-1 below, the US Census Bureau's 2016-2020 American Community Survey indicated there were 8,251 total housing units in North Palm Beach, 75.5% of which units were occupied. While the number of housing units has increased since 2010, vacant units (seasonal, recreational, and occasionally used properties) decreased by a minimal 27 units from 2010 to 2020.

Table 3-1. Housing Occupancy

Housing Occupancy	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
Occupied housing units	6,025	74.60%	6,232	75.50%
Vacant housing units	2,046	25.40%	2,019	24.50%
Homeowner Vacancy Rate	2.3	(x)	1.4	(x)
Rental Vacancy Rate	6.5	(x)	6.3	(x)

(X) The estimate or margin of error is not applicable or not available.

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-2 indicates that between 2010 and 2020, the ratio of owner- and renter-occupied units in the Village has remained consistent.

Table 3-2. Housing Tenure

Housing Tenure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%
Owner-occupied	4,728	78.50%	4,814	77.20%
Renter-occupied	1,297	21.50%	1,418	22.80%
Average household size of owner-occupied unit	2.08	(x)	2.08	(x)
Average household size of renter-occupied unit	1.8	(x)	2.15	(x)

(X) The estimate or margin of error is not applicable or not available.

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Type of Housing

Table 3-3 is based on data from the U.S. Census, American Community Survey (ACS). Reflecting the diversity of the Village's housing stock, as of 2020, 34.8% of all housing units in North Palm Beach were single-family detached, while 42.9% of units were in buildings that contained 20 or more units.

Table 3-3. Number of Units in Structure

Number of Units in Structure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1-unit, detached	2,975	36.90%	2,873	34.80%
1-unit, attached	318	3.90%	256	3.10%
2 units	84	1.00%	135	1.60%
3 or 4 units	246	3.00%	276	3.30%
5 to 9 units	660	8.20%	404	4.90%
10 to 19 units	530	6.60%	758	9.20%
20 or more units	3,225	40.00%	3,540	42.90%
Mobile Home	33	0.40%	9	0.10%
Boat, RV, van, etc.	0	0.00%	0	0.00%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

As summarized in Table 3-4, the largest portion of housing in North Palm Beach (2,420 units, 29.3%) was built between 1970 and 1979. Because of the age of these structures and those built prior to 1970, these sites are considered potential redevelopment opportunities for the housing market.

Housing units built prior to 1960 make up 15.3% of the Village's total housing units. These structures might have historical significance to the Village, so despite their age, they may not be considered for potential redevelopment. These homes provide historical significance due to the architectural, cultural, or social significance. Also, they set the identity of the Village and neighborhoods as a whole. However, due to the age of these properties, the structures are often required to comply with all building safety standards.

Although these residences may have historical significance, the inventory in the "Florida Master Site File" and "National Register of Historic Places," indicates that there is currently no historically significant housing within the Village.

Table 3-4. Year Structure Built

Year Structure Built	Village of North Palm Beach	
	Estimate	Percent
Total housing units (2020)	8,251	100.00%
Built 2014 or later	58	0.70%
Built 2010 to 2013	0	0.00%
Built 2000 to 2009	681	8.30%
Built 1990 to 1999	323	3.90%
Built 1980 to 1989	1,178	14.30%
Built 1970 to 1979	2,420	29.30%
Built 1960 to 1969	2,324	28.20%
Built 1950 to 1959	1,196	14.50%
Built 1940 to 1949	61	0.70%
Built 1939 or earlier	10	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Housing Cost and Affordability

A study by Harvard University found that "*Housing is most Americans' largest expense. Decent and affordable housing has a demonstrable impact on family stability and the life outcomes of children. Decent housing is an indispensable building block of healthy neighborhoods, and this shapes the quality of life…better housing can lead to better outcomes for individuals, communities, and American society as a whole. In short, housing matters."* [Bart Harvey, 2006, Joint Center for Housing Studies, Harvard University].

As in many areas within the State, housing costs and land values in North Palm Beach continue to increase while the housing supply remains limited. Based on the U.S. Census, 2016-2020 American Community Survey, 35.4% of the Village's housing supply is valued between $300,000 and $499,999 (see table 3-5). Between 2010 and 2020 this bracket increased from 1,497 to 1,704 units. The median value of owner-occupied housing in the Village was $345,300 in 2020.

The U.S. Census also indicates that 6.6% of the Village's owner-occupied units (318) are valued at $149,999 or less. Some of these units may be located in structures that were built in the 50s or 60s and may be considered for historical designation or potential redevelopment. However, these aging buildings are likely to incur steep assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside Condominium.

Table 3-5. Housing Value

Housing Value	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00%	4,814	100.00%
Less than $50,000	58	1.20%	33	0.70%
$50,000 to $99,999	171	3.60%	72	1.50%
$100,000 to $149,999	277	5.90%	213	4.40%
$150,000 to $199,999	488	10.30%	415	8.60%
$200,000 to $299,999	1,177	24.90%	1,146	23.80%
$300,000 to $499,999	1,497	31.70%	1,704	35.40%
$500,000 to $999,999	600	12.70%	971	20.20%
$1,000,000 or more	460	9.70%	260	5.40%
Median (dollars)	317,700	(x)	345,300	(x)

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Tables 3-6 and 3-7 present information regarding the mortgage status and gross rent for housing in North Palm Beach. Both tables indicate the number of units between 2010 and 2020 resulting from multiple redevelopment projects during that time. Most of the current housing supply is occupied by owners without a mortgage (51.7%). Most of these units were built between 1970 and 1979, and long-time residents will have typically paid off their mortgages.

Table 3-7 compares rental prices in North Palm Beach between 2010 and 2020 in terms of gross rent. According to the U.S. Census Bureau, 57.2% of the occupied units paying rent spend 35% or more than their household income on rent. This number has increased by 17.6% since 2010. Despite this increase, the information gathered from the U.S. Census indicates that rent in the Village is slightly lower than that of overall Palm Beach County.

Table 3-6. Mortgage Status

Mortgage Status	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00 %	4,814	100.00 %
Housing units with a mortgage	2,569	54.30%	2,326	48.30%
Housing units without a mortgage	2,159	45.70%	2,488	51.70%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-7. Gross Rent as a Percentage of Household Income

Gross Rent	Village of North Palm Beach			
	2010 (2016-2020)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied units paying rent (Excluding units where GRAPI cannot be computed)	1,216	100%	1,300	100.00%
Less than 15.0 percent	234	19.20%	39	3.00%
15.0 to 19.9 percent	87	7.20%	159	12.20%
20.0 to 24.9 percent	133	10.90%	104	8.00%
25.0 to 29.9 percent	161	13.20%	147	11.30%
30.0 to 34.9 percent	120	9.90%	107	8.20%
35.0 percent or more	481	39.60%	744	57.20%
Not computed	81	(x)	118	(x)
Median (dollars)	1,131	(x)	1,552	(x)
No rent paid	81	(x)	108	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

According to the U. S. Department of Housing and Urban Development (HUD), households spending more than 30 percent of residents' income for housing costs are considered to be "cost burdened." Households spending more than 50 percent are considered to be "severely cost-burdened." Housing is generally considered to be affordable if the householders spend less than 30 percent of their income on housing costs.

Area median income – often referred to as simply AMI – is a key metric in the analysis of affordable housing. Area median income is defined as the midpoint of a specific area's income distribution; it is calculated on an annual basis by the Department of Housing and Urban Development (HUD). HUD refers to the figure as MFI, or median family income, based on a four-person household.

AMI is typically split into the following categories:

- Moderate to Middle Income (above 80% of AMI)
- Low Income (at or below 80% of AMI)
- Very Low Income (at or below 50% of AMI)
- Extremely Low Income (at or below 30% of AMI)

AMI encompasses a broad range of households likely experiencing distress because of housing costs. The portion of income taken up by housing costs is likely to limit the householders' ability to afford other necessities. Moreover, an AMI of 80% is the traditional measure of eligibility for programmatic housing assistance. For example, all beneficiaries of the federal public housing program and federal HOME program earn incomes below 80% AMI.

This need indicator serves as an approximation of the total number of households that would benefit from some type of housing assistance, particularly if homeless and migrant households are added. Such assistance includes the construction of new affordable housing units and the provision of subsidies to make existing units more affordable.

In addition to this summary level of information, a more detailed understanding of the presence of low-income and cost-burdened households can help local governments plan for and target assistance. The following supplemental tables provide this additional level of detail for North Palm Beach. Note, however, that the number does not include homeless individuals and families, as they are not included in household enumerations. It also does not include the many migrant farmworker households missed by Census counts.

As a summary indicator of local housing affordability, the Florida Housing Data Clearinghouse, Shimberg Center for Housing Studies, provides various data that indicates the cost burden by income for both renters and owner-occupied households.

Table 3-8 and 3-9 indicate the AMI based on household income and the housing cost burden percentage per AMI category. Table 3-8 indicates the cost burden for owners, while table 3-9 indicates the cost burden for renters. Because household income for owners and renters in North Palm Beach is relatively high, there is a minimal number of residents who are considered to be cost burdened.

Table 3-8. Cost Burden by Income in North Palm Beach (Owners)

Owner-Occupied Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	Household Income	30% or less	30.1-50%	More than 50%
North Palm Beach	30% AMI or Less		47	163
North Palm Beach				
North Palm Beach	30.01-50% AMI	100	131	205
North Palm Beach	50.01-80% AMI	552	216	179
North Palm Beach	80.01-100% AMI	263	173	
North Palm Beach	Greater than 100% AMI	2718	209	41

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Table 3-9. Cost Burden by Income in North Palm Beach (Renters)

Renter Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	Household Income	30% or less	30.1-50%	More than 50%
North Palm Beach	30% AMI or Less	31	10	61
North Palm Beach				
North Palm Beach	30.01-50% AMI	26	41	241
North Palm Beach	50.01-80% AMI	46	200	97
North Palm Beach	80.01-100% AMI	123	159	51
North Palm Beach	Greater than 100% AMI	358		

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Number of Bedrooms and Overcrowding

Table 3-10 indicates the number of bedrooms within each housing unit in North Palm Beach. The number of bedrooms per housing unit has generally remained the same, with minor fluctuations from 2010 to 2020.

The data in Table 3-11 indicates that Village households were not overcrowded between 2010 – 2020. The significantly higher number of retirees in North Palm Beach may account for the higher percentage of units with 1.00 or fewer occupants per room.

Table 3-10 Number of Bedrooms

Number of Bedrooms	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1 bedroom	16	0.20%	8	0.10%
2 bedrooms	109	1.40%	194	2.40%
3 bedrooms	672	8.30%	828	10.00%
4 bedrooms	2,787	34.50%	2,650	32.10%
5 bedrooms	1,546	19.20%	1,412	17.10%
6 or more bedrooms	2,941	36.40%	3,159	38.30%
Median Rooms	4.8	(x)	4.8	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-11 Occupants per Room and Overcrowding

Occupants per Room and Overcrowding	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%
1.00 or less	5,989	99.40%	6,187	99.30%
1.01 to 1.50	36	0.60%	37	0.60%
1.51 or more	0	0.00%	8	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

C. TRENDS AND CHALLENGES

This section presents the trends and challenges facing the Village in terms of housing supply and demand. With approximately 27 acres (less than 2%) of vacant land within its existing corporate limits, the Village of North Palm Beach has almost reached "built out" status. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land

for further growth. Please see the Annexation Element of this Plan for further details on the specific areas the Village is considering for annexation.

Due to the lack of available land, the trend in North Palm Beach has turned to the acquisition of properties for redevelopment or the replacement of existing structures with new and larger residences. The appeal of North Palm Beach's residential communities fuels the upward trend in property values.

Increased housing prices in North Palm Beach makes housing unaffordable for some. The Village's goal is to balance the need for affordable units with the existing housing supply while offering a variety of housing options.

Palm Beach County's Affordable Housing Needs Assessment analyzed housing data to illustrate and assess the intensity of housing challenges throughout the County. The Assessment concluded that affordable housing is an urgent issue which impacts how municipalities will be developed and redeveloped. The COVID-19 Pandemic had significant economic and social impacts on the County, specifically on housing affordability. Conditions that contribute to the urgency of the affordable housing crisis include:

- Increased rental cost
- Lower household income
- Increased demand for rental properties
- Lack of new affordable housing units

Single Family Residences

Residential land use accounts for approximately 967.39 acres or 55.64% of the Village, compared to 219.29 acres or 12.61% for commercial development. This land distribution is consistent with the predominantly residential character of the community. Approximately 39.38% of the Village's development is low-density residential.

With approximately 27 acres (less than 2%) of land vacant, North Palm has reached built-out status within its existing corporate limits. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land for further growth. Please see the Annexation Element of this Plan for further details regarding specific areas the Village is considering for annexation.

Aging Condominium Buildings

Some multi-family residential buildings in the Village are aging. For example, some of the buildings along Paradise Harbour Boulevard were constructed in the 1970s.

These condominium owners are facing increased assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside condominium. These sites have potential for redevelopment or new structures. The Village's mix of housing types contributes to the strength of its housing market.

Energy Efficient Residential Structures

Energy efficient goals and green building standards should be considered for the design and construction of new residential development and redevelopment. Funding opportunities such as the "PACE" program are available for residents and owners who wish to improve energy efficiency in their housing stock.

The State of Florida and private energy companies such as Florida Power & Light have incentives programs available for residents, businesses, governments, non-profits, schools, institutions, etc., to promote energy efficiency. The funds from such programs can be used

to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product. The Village supports these types of programs to assist residents and business owners to move toward a more sustainable future.

The Village may also consider the implementation of a Green Building ordinance to promote green building certification programs such as LEED, Florida Green Building Coalition (FGBC), and other programs for the development and redevelopment of energy-efficient buildings. Such an ordinance would include green building standards and less restrictive redevelopment regulations to support green design.

North Palm Beach Citizens' Master Plan

In 2016, the Village worked in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), now known as the Palm Beach Transportation Planning Agency (TPA), and the Treasure Coast Regional Planning Council (TCRPC), to develop a master plan for economic and community development. The objectives of the plan are to improve mobility, quality of life, and economic vitality of the Village's residents and business community. The Village Master Plan illustrates strategies for achieving those objectives and establishing goals and policies to implement the plan. A Market Analysis was conducted to identify the Village's future demand for residential and commercial development.

The Citizen's Master Plan highlights the following key recommendations:

- Redefine the US 1 corridor
- Improve Prosperity Farms Road
- Formulate Design Guidelines and create a Form-Based Code of Ordinances
- Prioritize Targeted Redevelopment Areas

The Master Plan also suggests multiple recommendations for providing residential rehabilitation programs. These programs assist homeowners with major or minor structural or aesthetic improvements to their properties. Home Ownership Programs like these provide supplemental funding through grants or loans to help potential homebuyers. In addition to the homeowner programs, the plan references neighborhood beautification and landscaping programs that could be used to improve the overall look/feel of a neighborhood by providing cohesive landscaping, benches, lighting, and neighborhood signage. Neighborhood association programs could be supported by municipal staff or active community members to assist in the creation of beautification and landscaping programs.

Substandard Housing

Although, there is a need for housing, it is important that the housing stock provided is adequate and safe. According to National Center for Healthy Housing (NCHH), there are approximately six (6) million homes in the United States are considered substandard. Substandard housing conditions include lack of bathroom or kitchen facilities within a household, leaking roof, broken air conditioning, and outdated or faulty electrical systems. Residents cannot inhabit structures experiencing these unsafe living conditions.

It is important that the Village continue to strive to eliminate these substandard housing conditions or require them to meet the local building codes. Through code enforcement and permitting, the Village can continue to reduce the amount of substandard housing within North Palm Beach.

Housing Assistance Programs

Housing in Palm Beach County as well as other portions of the State continues to be an ongoing crisis for many. However, there are resources available to assist people in purchasing homes or even finding places to rent. Palm Beach County created a Housing Action Plan called "Housing for All." The goal is the plan is to provide funding and financial resources that will be used to develop, rehabilitate, and preserve 20,000 units of workforce and affordable housing in Palm Beach County over the next decade. The plan emphasizes the need for an increase of workforce and affordable housing. With this plan as a blueprint, the County has created a vision for sustainable access to financially feasible and diverse housing options.

Furthermore, there are various non-for-Profit Organizations that continue to assist in decreasing the housing crisis. Habitat for Humanity is a global non-for-profit organization that works in more than 70 countries. The organization has helped more than 59 million people improve their living conditions since 1976. Habitat works with families, local communities, volunteers, and partners from around the world to provide safe and affordable homes. In Palm Beach County, the global brand has a local affiliate named "Habitat for Humanity of Greater Palm Beach County", which continues to provide housing for many residents.

Another housing assistance group within the Village of North Palm Beach is the NET Team (Neighborhood Enhancement Team). The NET team is a group of Village employees that work with volunteers and residents to ensure neighborhoods remain desirable places to live. NET team is comprised of members from the respective Village departments, who help residents with outreach plans for crime walks, neighborhood clean-ups, beautification projects. Also, they evaluate code violations that affect neighborhood quality of life.

Lastly, Florida Section 8 Housing is a program funded by the federal government that provides rental assistance to low-income individuals and families. Also known as the Housing Choice Voucher program, it allows participants to find and rent housing from private landlords with assistance from the government.

Special Needs

Like many other communities in South Florida, the Village has an aging population that is also in need of housing. The Village must inclusively provide housing options to accommodate this demographic. The Village has multiple nursing homes that serve the North Palm Beach area. Within the Village, there is the New Day Adult Care Center, which is a nonprofit mission of Faith Lutheran Church of North Palm Beach. New Day Adult Care Center enhances the lives of dependent adults and their caregivers by providing quality social, emotional, intellectual, spiritual, physical, and compassionate care in a community-based program.

Hibiscus Palace North Palm is a co-ed assisted living facility that provides care to seniors in need of assistance with the activities of daily living. The homes range in size from 6 to 14 beds. In addition to the North Palm Beach location, there are facilities in Lake Worth, Wellington, and Royal Palm Beach. These homes are specifically designed to meet the care and safety needs of our residents.

Palm Beach Memory Care is another assisted senior living facility in North Palm Beach. Palm Beach Memory Care offers The Pathways Programs that offers residents with Alzheimer's and other types of dementia with a level of holistic care. The Pathways Program promotes maintains residents' quality of life and provide them with the ability to connect with loved ones.

Along with assisted living and senior living, the Village has residential treatment facilities that provide outpatient treatment for those in need of drug and alcohol assistance. The Good Life Treatment Center provides various paths to help patients with recovery and treatment. The goal is to build relationships with patients while fostering their wellness. The Village continues to provide housing for residents of all.

FINAL REMARKS

Based on the present analysis, the Village should continue to implement specific strategies and policies to encourage and promote diverse hosing types and sustainable development patterns, as follows:

- With regard to housing diversity and sustainability, the Village shall promote infill development, redevelopment, and flexible zoning regulations, and designate adequate sites and appropriate land use designations to ensure a diverse housing stock for all its residents.
- The Village shall continue to support neighborhood enhancement projects. Mixed-use zoning will be promoted to provide the flexibility necessary to stabilize and revitalize older neighborhoods while protecting those neighborhoods from incompatible uses and encouraging compatibility through context-sensitive building and site design.
- The Village shall continue to promote resource conservation programs and energy-efficient construction. Proximity of residential units to transit services and pedestrian and bicycle interconnectivity shall be emphasized. Furthermore, the Village shall consider providing development incentives for projects that meet or exceed the Green Building standards.
  • The Village prides itself on quality of life for its residents, consider preparing neighborhood plans to heighten this goal by protecting and enhancing the neighborhood identity. Considerations for improvement might include walkability (sidewalks, access to parks and open spaces), lighting, infrastructure, landscaping, tree plantings, and other elements.

Efficient & Well-Maintained Infrastructure

Transportation
Capital Improvement
Infrastructure

Transportation

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure Element 4

TRANSPORTATION

DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach is committed to providing a safe and efficient transportation network while maintaining the Village's character and economic viability. The purpose of the transportation element is to analyze the Village's existing transportation-related issues and prepare to mitigate future transportation challenges. This chapter examines existing conditions, identifies trends and future transportation challenges, and provides specific recommendations to address them.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Village's Comprehensive Plan.

This document provides the relevant data, inventory, and analysis of transportation conditions to support the Goals, Objectives, and Policies in the Transportation Element of the Village's Comprehensive Plan, as required by Florida Statutes (FS) 163.3177(1)(f).

EXISTING CONDITIONS AND CRITERIA

Jurisdiction

Jurisdiction refers to the "ownership" of, and responsibility for maintenance of each roadway. For example, the Florida Department of Transportation (FDOT) controls access to, and is responsible for, maintaining roadways within its jurisdiction. Palm Beach County and the Village have similar responsibilities for roads within their jurisdictions. It should be noted that the Village has the authority to establish the Level of Service standards for all roads within the Village, regardless of jurisdiction. In addition, jurisdiction can be transferred amongst FDOT, Palm Beach County, and the Village upon agreement by the affected entities.

Roadways

North Palm Beach is served by a network of state, county, and local roads which range from six-lane thoroughfares like Northlake Boulevard and U.S. Highway 1 to two-lane local neighborhood streets. Table TE-1 summarizes the number of lanes, functional classification, jurisdiction, and Level of Service (LOS) for the Village's roadways. This information is also illustrated in the Number of Lanes Map and the Functional Classification Map as listed in the Required Map Series in the Village's Comprehensive Plan.

Table TE-1. North Palm Beach Thoroughfare Roadways

North Palm Beach Roadways – LOS, No. of Lanes, Functional Classification				
Roadway	**LOS**	**Roadway Type**	**Jurisdiction**	**No. of Lanes**
County Road A-1-A	D/D	Urban Major Collector	FDOT	2/4 Lanes
Prosperity Farms Road	D/D	Urban Major Collector	County	2 Lanes
Lighthouse Drive	D/D	Urban Minor Collector	Village	4 Lanes
U.S. Highway 1	D/D	Urban Minor Arterial	FDOT	6 lanes

Northlake Boulevard	D/D	Urban Other Principal Arterial	FDOT	6 lanes
Alternate A-1-A	D/D	Urban Major Collector	FDOT	4 Lanes

LOS for capital road facilities means the average annual daily/peak hour trips (ADT), consistent with the Florida Department of Transportation's and Palm Beach County's minimum acceptable operating standards. Table TE-2 indicates the Level of Service and peak-hour trips on the Village's roadways.

Table TE-2. North Palm Beach Peak LOS and Peak Hours

Lanes/Type	ADT	Peak-Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class I	Class II
2/undivided	15,200	1,480	880	810
2/one-way	19,900	-	2,350	2,120
3/two-way	15,200	1,480	880	810
3/one-way	30,200	-	3,530	3,220
4/undivided	31,500	3,060	1,860	1,680
4/divided	33,200	3,220	1,960	1,770
5/two-way	33,200	3,220	1,960	1,770
6/Divided	50,300	4,880	2,940	2,680

Source: Table 12.B.2.C-1 1A – LOS D Link Service Volumes Palm Beach County ULDC

The Transportation System

The transportation system includes roadways, public transit, bikeways, pedestrian ways, waterways, railways, recreational traffic, and intermodal facilities.

Roadway Network

The roadway network consists of roadway segments or links, road intersections, bridges, rights-of-way, signalization, signage, roadway amenities, and significant parking facilities. The Roadway Network subsection also presents safety-related data.

Segments

A roadway segment or link is a portion of a roadway defined for the purpose of traffic analysis. The segment origination and termination points are typically signalized intersections or the point where the number of lanes in a roadway changes. Segments can be classified by lanes and functions.

Number of Lanes

A map depicting the roadways used to achieve the Village's mobility goals and the number of lanes for each is provided as part of the Required Map Series of the Village's Comprehensive Plan.

Functional Classification

All roadways within North Palm Beach are assigned a Functional Classification by the Florida Department of Transportation, the Transportation Planning Agency (TPA), and the Federal Highway Administration. Functional classification is the grouping into categories based on the character of service each road provides. The functional classification designation is reviewed at least once every ten (10) years following the decennial Census. Table TE-3 indicates the five functional classification categories common to all roadways.

Table TE-3. Federal Functional Classification System for Roadways

Federal Functional Classification System
Urban
Principal Arterial
Minor Arterial
Collector
Local

Source: Highway Functional Classification Concepts, Criteria and Procedures, Federal Highway Administration.

When assigning the function of a road, the U.S. Department of Transportation (US DOT) considers a road's trip capacity in relation to the total public roadway network's requirements. A road is classified based upon its most significant trip purpose; however, a road may serve more than one significant trip purpose.

The federal functional classification system recognizes twelve (12) significant trip purposes. Table TE-4 lists the significant trip purposes related to each functional classification. Arterial roadways are classified as either principal or minor.

Table TE-4. Functional Classification by Trip Purpose

Functional Classification by Trip Purpose	
Trip Purpose	Functional Classification
Travel to and through urbanized areas	Arterial
Travel to and through small urban areas	Arterial
National defense	Arterial
Interstate and regional commerce	Arterial
Access to airports, seaports, and major rail terminals or intermodal facilities	Arterial
Access to major public facilities	Arterial
Interconnection of major thoroughfares	Collector
Access to minor public facilities	Collector
Interconnection of minor thoroughfares	Collector

Functional Classification by Trip Purpose	
Access to concentrated land use areas	Collector
Access to diffuse land use areas	Collector
Travel between home, work, entertainment, and shopping destinations and nearest road on the primary network composed of arterial and collector roads	Local

A roadway serving only one defined purpose is classified as a minor arterial, while one serving more than a single defined purpose is classified as a principal arterial road. All limited access highways and roads that connect urbanized areas are considered to serve several trip purposes, and thus are classified as principal arterial roads. A collector road's purpose is to provide access to minor public facilities, cross-connection between roads, access to concentrated land use areas, and access to diffuse land use areas.

Figure 6: FDOT Context Classification

Source: FDOT 2023 Multimodal Quality/LOS Handbook

Intersections and Interchanges

An intersection is defined as the general area where two or more roadways join or cross at grade, including the roadway and roadside facilities for traffic movements within the intersection. An intersection is an important part of the roadway network because its design influences the efficiency, safety, speed, cost of operation, and capacity of roadways. Interchanges are designed to permit traffic to move freely from one road to another without crossing another line of traffic. North Palm Beach does not include any interchanges since I-95 and the Turnpike are outside the Village's municipal boundaries. As defined by FDOT, interchanges are system of interconnecting roadways in conjunction with one or more grade separations, providing for the interchange of traffic between two or more roadways or highways on different levels.

Right-of-Way

The major cost for transportation improvement projects involves right-of-way issues; therefore, the acquisition of the needed land should be planned far in advance of the scheduled construction date. Although many rights-of-way are owned and maintained by the Village, there are also various state- and county-owned roads that require coordination with FDOT and Palm Beach County for maintenance and construction.

Alleyways

North Palm Beach has various alleys along US Highway 1. These alleyways are used to service businesses along the US-1 corridor and allow residents to traverse the community without utilizing US Highway 1. Currently, the alleyway accommodates vehicles, bicyclists, and pedestrians. Recently, North Palm Beach instituted a project for the repair of the west alleyway pavement utilizing full depth reclamation; this upgrade restarted the service life of the alleyway. The contract for repair of this alley was awarded in January 2021, and final payment was issued in October 2021. The wall in the Village's east alleyway is currently in disrepair. In March 2024, the Village entered into a design agreement with Engenuity Group, Inc., to prepare plans for replacing the east alleyway wall. After the wall is replaced, the Village will assess the need for roadway pavement repair or rehabilitation of the east alleyway. It is important that any modifications of the alley continue to take into consideration the safety and access of all users.

Signalization

Signalization is an important component of a roadway system. It controls the volume and flow of traffic passing through a particular intersection. For isolated (that is, non-system or uncoordinated) operation, the signal type indicates a traffic signal's cycle length, phase plan, and phase times.

There are currently two types of signals in use: actuated signals and semi-actuated signals. Intersections with actuated signals have vehicle detectors for all approaches. Each phase is subject to a minimum and maximum green time and some phases may be "skipped" if no vehicle demand is detected. Semi-actuated signals only have detectors located on minor streets. The signal is set such that the green is always on the major street unless a vehicle is detected on the minor street. The pre-timed signal has a preset sequence of phases in repetitive order. Each phase has a fixed green time and change interval that is repeated in each cycle.

Safety

Vehicles today have more and better safety features than ever before. Technological advancements have improved braking, stability, and collision avoidance. However, accidents still occur, especially on major throughfares.

Table TE-5 shows the frequency of pedestrian and bicycle accidents within the Village limits over the last five years. The data indicates that pedestrian and bicycle safety measures along Northlake Boulevard, Prosperity Farms Road, and US-1 should be considered. Northlake Boulevard currently accommodates pedestrian traffic, but not for bicyclists. Prosperity Farms Road, the major bicycle route through the Village, and U.S. Highway 1 currently have accommodations for both pedestrians and bicyclists. However, the Village of North Palm Beach does not own either of these roadways. To ensure the safety of North Palm Beach residents, the Village should coordinate with the State and County to implement buffered bicycle lanes for both of these thoroughfares.

Table TE-5 – Frequency of Pedestrian and Bicycle Incidents

Roadway	Pedestrians	Bicyclists	Fatal or Incapacitating Injury
Northlake Boulevard	8	5	1 Fatal & 2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Lighthouse Dr	1	2	1 Incapacitating (Pedestrian)
Burns Road	1	0	None
RCA Boulevard	0	3	None
Alt A1A	2	3	1 Incapacitating (Pedestrian)
Prosperity Farms Rd	5	7	2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
US-1	4	4	1 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Total	21	24	

Table TE-6 shows the frequency of vehicular accidents within Village limits over the past five years. Northlake Boulevard and US-1 are the most traveled Village thoroughfares and therefore experience the most vehicle incidents. The two fatalities on US-1 did not occur at intersections.

Table TE-6 – Frequency of Vehicular Incidents

Roadway	Intersecting Roadway	Incidents	Fatal or Incapacitating Injury
Northlake Boulevard	Alt A1A (10th St)	149	2 Incapacitating
Northlake Boulevard	Prosperity Farms Rd	97	1 Incapacitating
Northlake Boulevard	Flagler Boulevard	35	2 Incapacitating
Northlake Boulevard	Southwind Dr	37	1 Incapacitating
Northlake Boulevard	US-1	78	4 Incapacitating
Lighthouse Dr	Prosperity Farms Rd	19	1 Incapacitating
Lighthouse Dr	Anchorage Dr	9	None
Lighthouse Dr	US-1	20	None
Prosperity Farms Rd	Burns Rd	34	None
Prosperity Farms Rd	RCA Boulevard	21	None
US-1	Golfview Rd	38	1 Incapacitating
US-1	Yacht Club Dr	13	1 Incapacitating
US-1	Anchorage Dr N	26	None
US-1	Anchorage Dr S	13	1 Incapacitating
US-1	Palmetto Rd	45	2 Incapacitating

US-1	N/A	-	2 Fatal

The Village should consider implementing traffic calming design elements into its roadway system to diminish the number and severity of accidents within its borders. Traffic calming design elements minimize the necessity for modification of existing roads or lowering speed limits, while maximizing the safety of drivers, cyclists, and pedestrian traffic.

One or more of the following traffic calming elements can be used to reduce potential roadway accidents:

- narrower travel lane width
- fewer number of travel lanes
- on-street parking
- street trees to visually narrow roadway
- modern roundabouts
- mini circles
- medians
- curb extensions, chokers, and bulb-outs
- raised/textured crosswalks
- raised pedestrian tables
- bike lanes
- small radii at corners

The National Association of City Transportation Officials (NACTO) provides several publications to help establish cities as places for people with safe, sustainable, accessible, and equitable transportation choices. The association provides publications that discuss travel widths and speeds. Many factors determine lane width decisions, however, it is important to design roadways with the intention of safety. A combination of proper speed limits and narrowed roadways has been considered a secure option to enhance safety for all users.

Parking

There are no public parking lots in the Village of North Palm Beach. Residential and commercial development must include adequate on-site and/or on-street parking for Village Council approval.

Level of Service

Level of Service (LOS) is a quantitative stratification of quality of service established in the Highway Capacity Manual, published by Transportation Research Board. The LOS quality of service is divided into six letter grades, A through F, with A being the best and F being the worst. It is important to note that LOS for urban roadways that are controlled by signals is based on average travel speeds over a distance of 0.5 to 2 miles. Table TE-7 summarizes the LOS for roadways based on the speed limit of the roadway.

Table TE-7. Roadway Level of Service Thresholds

Speed Limit	**Average Travel Speed for 0.5 to 2 miles**			
	LOS C	LOS D	LOS E	LOS F
40 MPH or Higher	>23 MPH	>18 MPH	>15 MPH	≤15 MPH

35 MPH or Slower	>17 MPH	>13 MPH	>10 MPH	≤10 MPH

Source: FDOT 2023 Multimodal Quality/LOS Handbook Alternative Modes of Transportation

The surge in demand for roadway infrastructure has created significant pressure on transportation systems in numerous cities. Urban traffic congestion stands out as a primary concern for many communities across the United States, including the Village of North Palm Beach. In response to this growing need, cities are increasingly adopting interconnected multimodal transportation networks. These networks aim to distribute trips across various transportation modes, thereby alleviating strain on the roadway network.

One of the Objectives of the Village's Comprehensive Plan is the development of a multimodal transportation system. In North Palm Beach, these modes include walking, bicycling, automobile, and public transit. Public transit includes scheduled bus transit (Palm Tran) and commuter rail service (Tri Rail) which extends from the Mangonia Park station to the Miami Airport.

Per the 2022 U.S. Census Bureau ACS, it is estimated that the majority of residents in North Palm Beach and surrounding municipalities drive to work alone. In North Palm Beach approximately 6 percent of residents carpool to work, 2 percent walk to work, 1.3 percent bike to work, and 1.5 percent use other modes of transportation. A comparison of North Palm Beach's commuting patterns to nearby municipalities is illustrated in Table TE-8.

Table TE-8. Journey to Work Data – North Palm Beach and Surrounding Jurisdictions

Modal Split	North Palm Beach	Palm Beach Gardens	Juno Beach	Lake Park
Drive Alone	72%	73%	52.5%	79.8%
Carpool	6%	7.5%	8.1%	10.2%
Public Transportation	0.17%	0.35%	0%	0%
Walk	2%	0.81%	0%	0.76%
Bike	1.3%	0.71%	0%	0%
Other Means	1.5%	0.12%	0%	0%
Worked From Home	17%	16.2%	38.4%	7.7%

Source: US Census American Community Survey 2022

As is evident from Table TE-8, commuting patterns in North Palm Beach justify a focus on alternatives to single-occupant vehicles; hence, the need for multimodal transit systems within the Village. It should be noted that a number of transit rider's bicycle to the transit stop from their trip origin or destination.

The following sections examine the current state of bicycle and pedestrian traffic as well as public transportation in the Village of North Palm Beach. The Village of North Palm Beach and the City of Palm Beach Gardens have similar statistics relating to multi-modal transit. By comparison, Juno Beach has a higher percentage of residents who work from home and fewer residents that drive their cars alone to work.

Bicycle and Pedestrian Facilities

North Palm Beach has a significant number of residents who bicycle to community destinations, shopping, and recreational facilities. Despite its relatively small size, the Village supports two nearby bicycle shops: Lake Park Bicycles and Trek Bike Shop.

Bicycle facilities consist of paved shoulders, bicycle lanes, sharrows (roads striped to indicate a shared lane environment for bicycles and automobiles), and trails. Pedestrian facilities consist of sidewalks, buffered sidewalks, and trails.

The TPA prioritizes safety for all roadway users, including pedestrians and bicyclists. Bike lanes are present along Prosperity Farms Road, northbound and southbound from Northlake Boulevard to Canal Road. The existing bike lanes, shared paths, and buffered sidewalks within the Village can be seen in Bicycle and Pedestrian Sidewalks Map of the Optional Map Series of this Plan.

Transit

Palm Tran provides service within the Village along US Hwy. 1, Northlake Boulevard, and Prosperity Farms Road. As indicated in Table TE-9, Palm Beach Gardens has a higher rate of Palm Tran ridership than North Palm Beach, and North Palm Beach has a higher ridership than other surrounding municipalities. Approximately 0.17% of North Palm Beach residents use Palm Tran to get to and from work.

Palm Tran currently serves North Palm Beach with the following routes:

Table TE-9 – Palm Tran Routes Through North Palm Beach

Route	Service Area
1	US-1
21	Prosperity Farms Road and Northlake Blvd

Evacuation

There are various canals within North Palm Beach, and its close proximity to the Intracoastal Waterway and the Atlantic Ocean make it susceptible to potential flooding. Florida's hurricane season begins in June and runs through November. It is imperative that the Village maintain its emergency evacuation plan with specified evacuation routes. The Evacuation Routes Map of the Optional Map Series of this Plan indicates evacuation routes within the Village.

Bridges

Lighthouse Drive Bridge

The Lighthouse Bridge is owned by the Village. The subject bridge was built in 1958 and has a structure ID No. of 936550. It is located on Lighthouse Drive, approximately 0.3 miles east of Prosperity Farms Road. However, FDOT's bridge inspection service has designated it as "functionally obsolete." The existing two-lane bridge has a sidewalk with an aluminum handrail on the south side. Non-standard concrete bridge railings are located north and south of its travel lanes. Improvements to the bridge have been authorized and the proposed design will accommodate a similar 2-lane typical section with inclusion of sidewalks and bike lanes.

Parker (US Highway 1) Bridge

US Highway 1 crosses the Intracoastal Waterway (ICWW) via the Village's Parker Bridge (Bridge No. 930004). Parker Bridge is a double leaf bascule bridge with independent moveable spans for northbound and southbound traffic. It is located at the northeastern edge of the Village, just north of the North Palm Beach Country Club. The inside lanes of the four-lane bridge are 11-foot wide; outside lanes are 12-foot wide. It has a 10-foot-wide concrete median, and barrier-separated 5-foot sidewalks on each side of the roadway. In the closed position, the bridge provides a horizontal channel clearance of 90-feet and a vertical clearance of approximately 25-feet at high tide. Per the U.S. Coast Guard's website, the bridge opens regularly on the quarter- and three-quarter hour, *as needed,* seven days a week.

The Parker bridge is owned and maintained by the Florida Department of Transportation (FDOT), District 4. It was constructed in 1956 and underwent significant widening and reconstruction in 2010. Historical imagery confirms that the 2010 reconstruction involved the overall widening of the bridge to add barrier-separated sidewalks; the approach spans were also widened. A new tender house was built and decorative pedestrian railing, and decorative lighting were added. All four steel bascule leaves were completely replaced. The structural, mechanical, and electrical systems of the upgraded bridge are in good working order. Routine inspections are done on a yearly basis to verify that all components are in safe working condition.

Overhead signals and swing arm gates at either end of the bridge alert drivers and pedestrians when the bridge is in an open position. The swing arm gates prohibit vehicles, bicyclists, and pedestrians from entering the bridge. Despite these countermeasures, pedestrian fatalities at bascule bridges occur each year. As part of FDOT's Target Zero initiative, the agency is investigating systems that can be installed on bascule spans to scan for the presence of pedestrians and bicyclists and prevent the bridge from opening if detected, or alerting the bridge tender, who could then take appropriate actions. It is unknown at this time if FDOT will install a system of this type on the Parker (US-1) Bridge.

The Intracoastal Waterway is a heavily travelled commercial and industrial waterway. Vehicular and pedestrian traffic movements must stop when a moveable bridge is opened for vessel passage. A fixed-span bridge at this location would likely require a navigational vertical clearance at high tide of approximately 65-feet. Approximately 1,000 feet of bridge length on either side navigational span would be needed to achieve the necessary grade separation, which would impact traffic at the Lakeshore Drive intersection to the north and restrict access from northbound US-1 to/from the Marina Bay Condominium development. A fixed-span bridge would likely face opposition from mariners with large vessels who currently have unlimited vertical clearance all the way to the Ernest Lyons Bridge in Stuart, Florida via double-leaf bridges.

Earman River Bridge

Since the collapse of a portion of the Earman River bridge in 2017, the Florida Department of Transportation (FDOT) has been working on plans to reconstruct the bridge on U.S. 1. The Village has been urging FDOT to include pedestrian amenities and architectural features on the bridge to enhance the appearance of its "front door" and to improve pedestrian and bicyclist access.

The Village Council has been reviewing design elements for improving pedestrian amenities such as lighting, landscaping, bench design and placement, garbage can design and placement, proposed overhead trellis design, the design of railing, color schemes, and the width of a combined sidewalk/bike path, which currently is contemplated to be 11 feet, 4 inches wide. These sidewalk paths would be constructed on both sides of the bridge and would provide pedestrians with enhanced views of the waterway below.

The Village is working collaboratively with FDOT to determine the final design. FDOT will provide most of the funding for construction costs and will oversee the entire rebuild project. The Village will contribute funding for some of the pedestrian amenities and is investigating available grants for this project as well.

FDOT is planning to raise the bridge approximately 18 inches above the current height, which would allow passage of bigger boats on the Earman. As part of the redesign, the Village Council considered a proposal to build a boardwalk under the bridge to allow pedestrians to cross beneath the roadway; however, it was decided that a boardwalk would be too costly.

Reconstruction will include a second right turn lane on the southbound section of U.S. 1 between the bridge and Northlake Boulevard to facilitate western-turning traffic.

FDOT plans to build the bridge to accommodate three lanes in each direction, regardless of whether or not the Village moves forward with a proposal to repurpose the outer lanes on U.S. 1 from Anchorage Drive South to Anchorage Drive North. The portion of U.S. 1 south of Northlake Boulevard, will retain its two-lanes configuration in each direction.

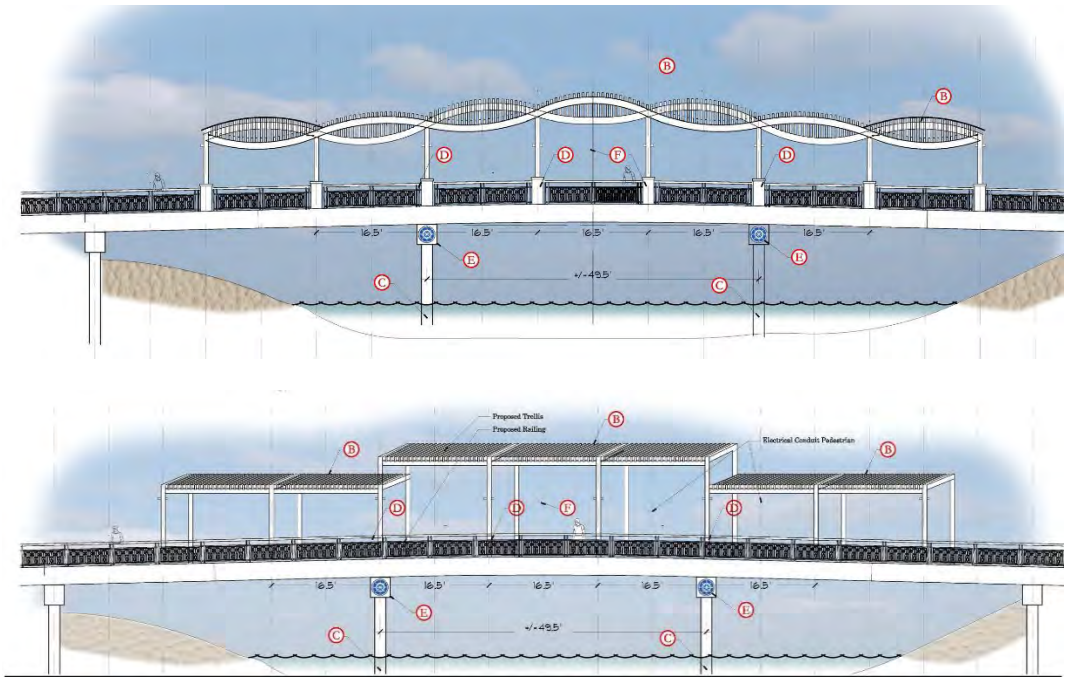
Because additional engineering work is still needed, the final bridge design has yet to be determined. Construction of the new bridge is expected to start in 2025.

Prosperity Farms Bridge

Palm Beach County owns the bridge that crosses the Earman River on Prosperity Farms Road. Palm Beach County intends to replace the bridge utilizing funds from the Infrastructure Surtax Initiatives approved in 2016 by Palm Beach County voters. The Village continues to coordinate with the County to design a bridge that would create a memorable entryway into the Village,

as well as attractive outdoor public space for local enjoyment. The future redesign must be consistent with the Village's Citizens' Master Plan (adopted by the Village Council in 2016).

Although the County's plans are incomplete, it is anticipated the new bridge will be elevated at least 18 inches (to facilitate boat traffic), and that sidewalks will be significantly wider than they are now. The illustrations below show two possible design styles for the bridge.



TRENDS AND CHALLENGES

Redevelopment Trends

Redevelopment produces both positive and negative effects.

Currently, the Village is preparing for commercial and residential redevelopment. Recently, the Village received an application for a project called "Village Place" which would occupy the former "Twin Cities Mall" property. The subject property is located in two municipalities, the Town of Lake Park and Village of North Palm Beach. This project proposes to redevelop the existing 13.155-acre site to include a mixture of commercial, residential, and civic uses which will significantly increase traffic on the Village's and neighboring communities' existing roadways.

The proposed development is divided as follows:

- Parcel 1 = 2.70-acres (Max Height – 14 stories)
- Parcel 2 = 5.27-acres (Max Height – 14 Stories)
- Parcel 3 = 1.34-acres (Max Height – 9 Stories)
- Parcel 4 = 1.61-acres (Max Height – 9 Stories)
- Civic Open Space = 1.08-acres
- Road R.O.W. = 1.155-acres

The development has an estimated population increase of 2,236 people, the four (4) proposed parcels will consist of 947 multi-family dwelling units, 206 age restricted multi-family dwelling units, 222-room hotel, 131,100 sf retail, 9,790 sf pharmacy, 5,000 sf bank, 3,028 sf fast food and gas station with convenience store. The development proposes a maximum Floor Area Ratio ("FAR") of 2.75 as depicted below:

- .229 - Retail/Commercial/Public Service
- 1.596 - Apartments
- .347 – Senior Living
- .344 – Condominiums
- .234 – Hotel

Total: 2.75 (MAX) = 1,575,851 sf

Although, the proposed development qualified for the Coastal Residential Exception (CRE), the applicant created and submitted a traffic impact statement, which was created by Simmons & White. The report was conducted in 2023 and provided data related to traffic generation, existing traffic, trip distribution, and several other analyses. The below Table TE-10 (Table 7 from Traffic Impact Statement) indicates the trip generation of the existing development, proposed development, and overall increase. According to the table, the proposed development will increase the daily trips by 5,484.

Table TE-10: Trip Generation for Village Place

		AM PEAK HOUR			PM PEAK HOUR		
	DAILY	TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	7,366	303	171	132	597	296	301
PROPOSED DEVELOPMENT =	12,850	728	288	440	1,048	565	483
INCREASE =	**5,484**	**425**	**117**	**308**	**451**	**269**	**182**

Also, the impact statement must be provided to Palm Beach County Traffic Division for review. Following the impact statement, the County provided the applicant with their Traffic Performance Standards (TPS) review letter.

Construction in neighboring municipalities and by other governmental entities also affects North Palm Beach's traffic system. Palm Beach County has approved a project that will extend Congress Avenue from Park Lane to the Richard Road/ Alternate A1A intersection. The extension will reduce the number of lanes at the intersection from 4 to 2 lanes with a proportionate reduction in rights-of-way. In addition, the proposed project will extend Congress Avenue from Northlake Boulevard to Avocado Lane and will include the construction of 2 new lanes of roadway, a closed drainage system, shoulders, and sidewalks.

Schools

North Palm Beach includes two (2) schools within its boundaries: the Conservatory School and the Benjamin School. It is important that schools have efficient and effective dismissal and drop-off plans to control congestion caused by school buses, additional vehicles, pedestrians, and bicyclists to ensure the safety of students and minimize traffic disruption.

Complete Streets

"Complete Streets" is a nationally recognized program referring to streets and sidewalks that are designed, operated, and maintained to enable safe and convenient access and travel for people of all ages and abilities: pedestrians, bicyclists, transit riders, and freight and motor

vehicle drivers. Complete Streets initiatives are a natural complement to communities' sustainability efforts, ensuring benefits for mobility, community, and the environment.

A lane reduction/elimination program also known as a "road diet," is a process wherein the average daily trips and the predicted daily trips on specific roadways are calculated to determine whether or not the existing number of traveling lanes and widths are effective. Streets that have undergone road diets have proven to be safer while increasing pedestrian travel and connectivity.

For example, in 2017, the Village of Tequesta (a neighbor of the Village of North Palm Beach) applied Complete Streets principals to reconfigure a 1.4-mile stretch of US Highway 1 connecting Beach Road and County Line Road. The reconfiguration included closing the outside northbound and southbound lanes, reducing the roadway to two lanes each direction. Existing turn lanes were widened, buffered bike lanes were added, and patterned pavement crosswalks constructed. In addition, the road was milled and resurfaced, sidewalks were widened and replaced, and lighting in the area was improved.

Characteristics of Complete Streets

Complete streets are streets that are designed to accommodate all users of a roadway: pedestrians, bicyclists, motorists, and transit riders. Each Complete Street is unique and is designed to respond to the needs of a specific community. However, some common Complete Street elements may include sidewalks (with adequate lighting and width), bike lanes (or wide paved shoulders), public transportation, pedestrian refuge islands, road diets, bulb-outs, streetscapes, on-street parking, buildings framing the street, crosswalk signage, and various forms of landscaping.

Complete Street Concept Rendering Example

Complete Streets initiatives should be designed for a specific area. For example, sidewalks in South Florida should be landscaped to provide shade for pedestrians. The Village could implement the following complete streets initiatives to promote safety and a diversity of transportation modes:

- *Pedestrian infrastructure* such as sidewalks, traditional and raised crosswalks, median crossing islands that are compliant with the Americans with Disabilities Act (ADA), audible crossing cues for people with limited vision, pushbuttons reachable by people in wheelchairs, curb cuts, and curb extensions.
- *Traffic calming measures* that lower speeds and define the edges of automobile travel lanes, including road diet measures; center medians; shorter curb corner radii; elimination of free-flow right-turn lanes; angled, face-out parking; street trees; planter strips; and ground cover.
- *Bicycle accommodations*, such as protected or dedicated bicycle lanes, neighborhood greenways, wide paved shoulders, and bicycle parking.
- *Public transit accommodations*, such as Bus Rapid Transit (BRT), bus pullouts, transit signal priority, bus shelters, and dedicated bus lanes

- *Roundabouts* to decrease the number of vehicle crashes and provide safer crossing for pedestrians.

Table TE-11 below summarizes some common elements of complete streets:

Table TE-11. Common Elements of Complete Streets

Common Elements of Complete Streets	
Bike Lanes	Pedestrian Hybrid Beacon
Buffered Bike Lanes	Curb Extensions/Bulb-outs
Neighborhood Greenway	Median Islands/Refuges
Multi-Use Trails/Shared Use Paths	Lighting
Cycle Tracks	On-Street Parking
Good Sidewalk Design	Shading/Trees
Crosswalks	Bus Shelters
Interactive Flashing Beacon	Road Diets

Micro-Transit

The Village supports accommodating micro-transit modes such as street-legal golf carts and circuit vehicles.

In 2021, the Village adopted Ordinance 2021-06 which included regulations for the operation of golf carts in North Palm Beach's rights-of-way. Per the Ordinance, golf carts with speeds that do not exceed twenty (20) miles per hour can operate on Village streets, alleys, and in parking areas that are open to the public. Furthermore, golf carts are permitted on the roadway portions of all village streets and alleys unless prohibited by a traffic control device; however, they are not permitted in village parks. Lastly, golf carts are prohibited on any county road or state highway, unless permission or consent from the appropriate agency has been obtained.

In many metropolitan areas, electric scooters (e-scooters) and electric bicycles (e-bikes) are increasingly being used especially by the younger population for commuting around downtowns and central business districts. This form of micro-mobility reduces congestion, improves air quality and health, and provides a fun and inexpensive mode of transportation.

However, the introduction of these new forms of micro-mobility has been accompanied by an increase in crashes and serious injuries. Education in the safe use of micro-modal vehicles is paramount. The Village shall study the proper venue for e-scooter use.

Ride Sharing

For decades, taxicabs were the only automobile-sharing option in many metropolitan areas. While taxicabs are still prevalent, over the past decade the introduction of dynamic ride sharing companies such as Lyft and Uber are competing for automobile-sharing customers.

These companies provide a less-expensive alternative to taxicab use and are more convenient than mass transit.

Electric Vehicles

Local governments are seeking solutions to current power challenges and evaluating the technological changes necessary to conserve resources, increase resiliency, and to reduce their contribution to global climate change.

In 1886, a German mechanical engineer, Karl Benz, received the first patent for a gas-fueled car (DRP No. 37435). Until recently, gas-powered cars dominated the automobile industry. Tesla's introduction of electric vehicles has challenged that dominance and major automobile companies have begun manufacturing electric powered vehicles (EVs). Unlike the conventional gas engine, electric vehicles cost less to operate, are subject to government funding/incentives, provide a better driving experience, and reduce noise and air pollution.

An increase in EV infrastructure coupled with the use of multi-modal vehicles will hasten the shift from gas-dependent vehicles to environmentally friendly alternatives.

The Village supports the construction of electric vehicle infrastructure and shall incorporate regulations for such infrastructure in its land development process.

Vision Zero

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all. The strategy was first implemented in Sweden in the 1990s, then became prioritized across Europe and many cities in the United States.

In February 2018, the Governing Board of the TPA adopted targets of zero traffic-related fatalities and serious injuries and continued to renew this commitment annually. The concept, known as "Vision Zero," promotes a culture of safety grounded in six key principles:

- Traffic-related fatalities and serious injuries are preventable and unacceptable
- Human life takes priority over mobility
- Human error is inevitable, so the transportation system should allow for it to happen without death or serious injury
- A system-level approach to safety should be adopted to effect change
- Safe human behaviors, education, and enforcement are essential contributors to a safe system.
- High speed is a primary cause of traffic death and serious injury; it should be managed with sensitivity to vulnerable road users

To support its commitment to Vision Zero, the TPA adopted a Vision Zero Action Plan on April 18, 2019, and an updated version on October 16, 2021. Each year, the TPA evaluates plan and considers whether any updates are necessary.

Of the 39 municipalities in Palm Beach County, the following communities participate in Vision Zero:

- Belle Glade
- Boca Raton
- Boynton Beach
- Delray Beach
- Greenacres
- Juno Beach

- Jupiter
- Lake Park
- Lake Worth Beach
- Palm Springs
- Wellington
- West Palm Beach
- Westlake

SUMMARY

Based on the analysis of existing conditions, trends, and challenges for the Comprehensive Plan's 20-year planning period, the Village shall continue to implement specific strategies and policies for maintaining and enhancing its roadways and updating its Transportation Element as follows:

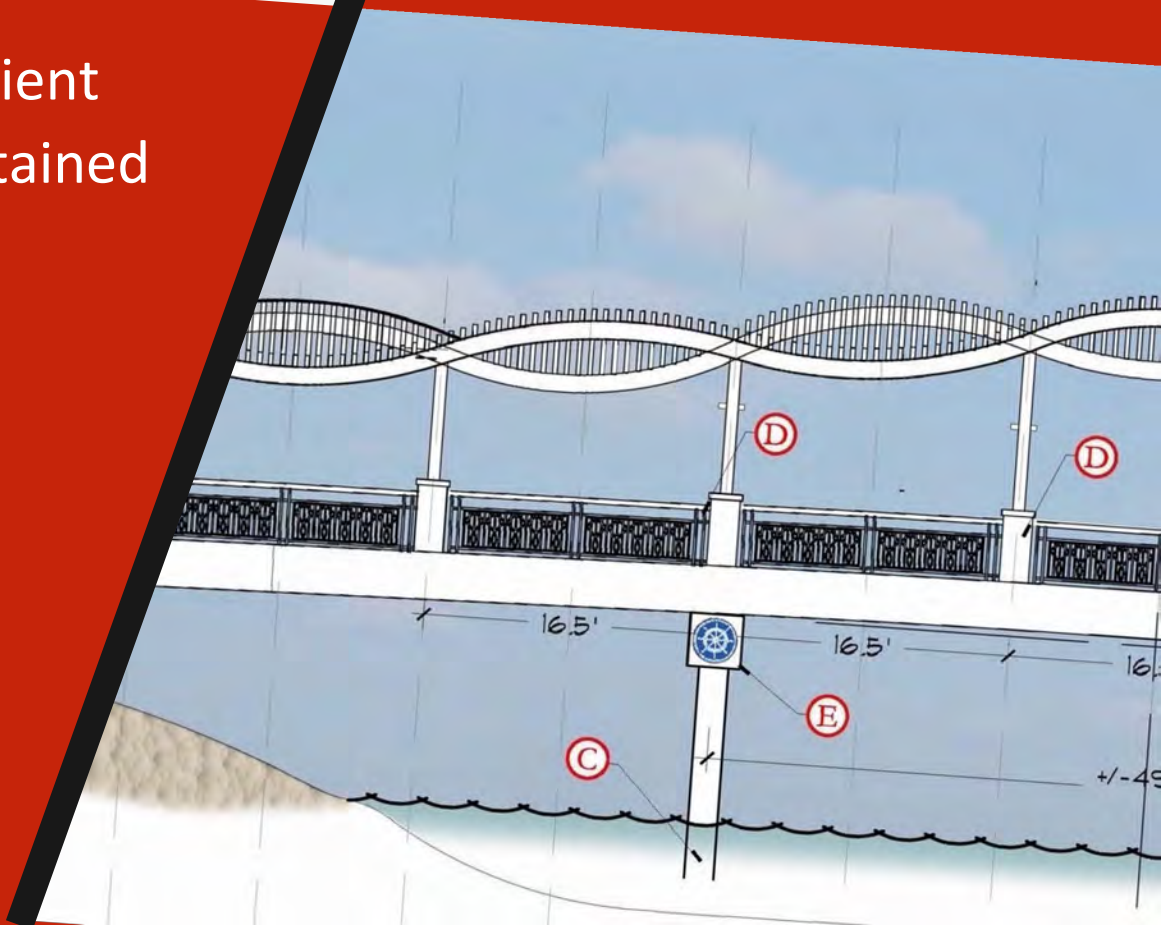
- Improve existing roadway network to accommodate demographic increase and redevelopment;
- Continue to coordinate with agencies such as Palm Beach County, the Palm Beach County Transportation Planning Agency, and Florida's Department of Transportation (FDOT) to maintain and improve existing roadways;
- Consider the creation of a Village Mobility Master Plan;
- Consider the implementation of "Complete Streets" principles within the Village;
- Continue to strengthen the provision of public transportation throughout the Village;
- Anticipate future improvements to roadways to mitigate sea level rise impacts
- Enhance the pedestrian and vehicular environment to accommodate all types of users;
- Implement electric vehicle infrastructure;
- Develop regulations for multi-modal vehicles;
- Continue to monitor the Village's growth, redevelopment, Future Land Use Designations, and Zoning Districts to ensure that its transportation network will accommodate the anticipated increase in use; and,
- Consider preparing a Bicycle and Pedestrian Master Plan to support Village's residential character.

Capital Improvement

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5



DATA AND ANALYSIS

INTRODUCTION

The Capital Improvements Element (CIE) for the Village of North Palm Beach is developed to evaluate public facilities which are identified as needed in other comprehensive plan elements. This element also estimates the cost of improvements for which the Village has responsibility; analyzes the Village ability to finance and construct those improvements; adopts financial policies to guide the funding of those improvements; outlines requirements to ensure an adequate concurrency management system; and schedules the funding and construction of improvements in an manner necessary to ensure that capital improvements are provided when required based upon the needs identified in the balance of the Comprehensive Plan.

The Capital Improvement Element identifies capital improvements needed to implement the comprehensive plan and ensure that the adopted level of service (LOS) standards are achieved and maintained for concurrency related facilities, and to implement specific objectives and policies of this Comprehensive Plan.

Purpose and Components of the Capital Improvements Element

The Village's Capital Improvement Element is used as a means to assess the Village's public facility deficiencies or arrange for others to provide capital improvements necessary to correct deficiencies in existing public facilities; to serve projected future growth; and to replace obsolete and worn-out facilities, in accordance with an adopted Capital Improvement Schedule.

The purpose of the Capital Improvement Element is to:

- Evaluate the need for facilities identified in the other Comprehensive Plan Elements and as defined in the applicable definitions for each type of public facility;
- To estimate the cost of improvements for which the Village of North Palm Beach has fiscal responsibility;
- To analyze the fiscal capability of the Village to finance and construct improvements;
- To adopt financial policies to guide the funding of improvements; and
- To schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required, based on needs identified in other plan elements.

Components of the Capital Improvements Element

The Capital Improvements Element contains the following components as stipulated in Chapter 163.3177(3)(a), F.S.:

- An outline of the principles for construction, extension, or increase in capacity of public facilities;
- An outline of principles for correcting existing public facility deficiencies
- A review and evaluation of the concurrency management system needed to ensure that the LOS standards are maintained.

- Identification of needed capital improvement projects to maintain LOS standards and implement specific Comprehensive Plan policies for stormwater, solid waste, sanitary sewer, potable water, and roads.
- A schedule of capital improvements which may include any publicly funded projects of federal, state or local government (County, School District, water supply plan projects, etc.), and which may include privately funded projects for which local government has no fiscal responsibility. Projects to make sure LOS standards are met in the 5-Year planning period.
- The schedule also must include transportation improvements included in the County TPA and for County roads, to the extent that those projects are relied upon to meet the LOS standards.

The CIP and its Capital Improvement Schedule (CIS) must be reviewed annually by each local government.

In 2011, the Florida Legislature adopted major revisions to Chapter 163, F.S. regarding the CIE that were incorporated in this update to the Comprehensive Plan and this element. The required annual update of the five-year CIS must no longer be adopted and transmitted to the Department of Economic Opportunity (now the Department of Commerce) as a comprehensive plan amendment. Instead, it now may be accomplished via ordinance and does not require a comprehensive plan amendment. While the requirement that the CIS demonstrate financial feasibility has been eliminated, capital projects must still be listed in the CIS, projected revenue sources identified and projects listed as "funded" or "unfunded" and assigned with a level of priority for funding.

EXISTING CONDITIONS

Through its Capital Improvements Element and related plans, the Village of North Palm Beach seeks to undertake capital improvements necessary to keep the Village's present public facilities in good condition and to accommodate new development guided by sustainable and sound fiscal practices.

Village of North Palm Beach's Capital Improvements Plan Update

The Village has developed a 5-year Capital Improvement Schedule for fiscal years 2024-2028, which includes projects supported by the General Fund, Country Club Fee, and Stormwater Utility Fee.

The General Fund is the largest among the three funds. The General Fund is the chief operating fund of the Village and accounts for all of the core services of general government (including ad-valorem taxes) that are not required to be accounted for separately. Services provided in the General Fund include: Public Safety, Solid Waste, Fleet Maintenance, Recreation, Library, Streets & Stormwater Maintenance, Public Improvements, Planning & Zoning, Code Compliance, Building, and General Administrative Services.

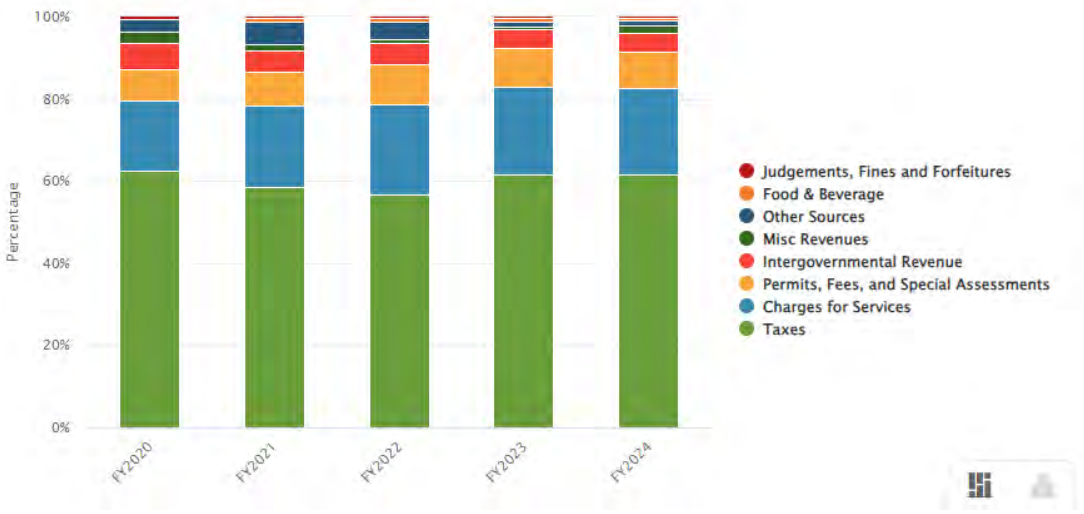
Enterprise funds are used to account for operations that are financed and operated as private businesses. The goal of the Village is that the full cost of operations, maintenance and capital improvements are recovered through user charges / fees / assessments. The Village has two Enterprise Funds: Country Club Fund and the Stormwater Utility Fund.

The Village's funding sources are as follows:

- Ad valorem;
- Utility Service Tax;
- Sales & Use Taxes;
- Local Business Taxes;
- Franchise Fees;
- License & Permits;
- Non-Ad Valorem Assessment;
- Judgement, Fines & Forfeitures;
- Intergovernmental Revenues;
- Charges for Services;
- Food and Beverage;
- Miscellaneous Revenue; and,
- Other Sources

Figure 1-1 indicates a percentage breakdown of the Village's funding sources by Fiscal Year. As shown, taxes are the largest funding sources for the Village followed by charges for services, and permits, fees, and special assessments.

Figure 1-1. Funding Sources



The Capital Improvements Plan (CIP) for FY 2024-2028 recommends a total investment of $31.16 million into the Village's capital facilities and equipment during a five-year period. A Capital Expenditure, for purposes of this element, is the approved budget for improvements to, or acquisition of infrastructure, park development, building, construction or expansion, utility systems, streets or other physical structure with a cost of $25,000 or more.

The majority of the capital projects in the FY 2024-2028 CIP are contained in Public Works, and Parks and Recreation. However, by 2027, Fire Rescue surpasses the Parks and Recreation Department in funding request.

Capital Improvement Project Overview
The capital improvement projects identified in the Village Capital Projects Fund are related to transportation facilities (roads, bridges and landscaping), stormwater management facilities, and recreation facilities. Many of these projects were accomplished while others were carried over to subsequent years. Although the major infrastructure systems meet the current level of service, the Village allocates funds to plan for current and future needs.

Concurrency Management System
Level of service standards are indicators of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facilities.

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service, and the quality of life that the residents have come to expect.

The Village's Capital Improvement Schedule includes facilities that promote public health and safety and all facilities for which the level of service standard has been adopted: sanitary sewer facilities; solid waste facilities, stormwater facilities, potable water facilities, transportation facilities, and park facilities. The Capital Improvement Schedule may also include other facilities that enhance the quality of life for North Palm Beach residents.

The level of service standards should be adopted and used as the basis for determining the availability of facility capacity and the demand generated by a development. For each facility, LOS is a measure of the relationship between demand for the service and capacity of the facility. Capacity is measured differently for each type of facility. These LOS Standards are presently established in the CIE of the Village of North Palm Beach.

Concurrency Requirements
The State of Florida Legislature made significant changes in 2011 to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the new 2011 Community Planning Act. Among the changes, "concurrency" was made voluntary.

Concurrency requires that each facility within the geographic scope of a proposed project's impact have sufficient capacity to accommodate the project's demand. If capacity is not available, the project cannot be approved. Developers must exhibit that all requirements can be met and that the LOS Standards adopted in the Comprehensive Plan will be satisfied before any development order or permit is issued by the Village.

In order to maintain an adequate level of service for Village facilities, the Future Land Use Plan, financial analyses, and level of service standards should serve as the basis for reviewing development applications. LOS standards affect the timing and location of development by guiding development to areas where facilities have sufficient capacity and away from areas with insufficient capacity. The standards are administered through the concurrency management system. The LOS standards are depicted in Table 1-1.

Table 1-1. Level of Service Standards

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 188 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element Policy 1.1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Moreover, no development permit shall be issued unless the public facilities necessitated by the project (to meet level of service standards) will be in place concurrent with the impacts from the development. During the site plan review process developers are required to provide evidence that service providers have available capacities to serve the proposed development. Letters from those service providers must be provided as part of the application and review process.

Prior to the issuance of a development order or a building permit, the Concurrency review shall establish the following:

- Finding on the impacts created by the proposed development
- Finding as to whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted Level of Service

- Finding of facility(s) improvements or additions that are required to ensure the finding of concurrency; and
- Finding of the entity responsible for the implementation of all required facility(s) improvements or additions

Chapter 163.31777(3), F.S., Public Schools Interlocal Agreement, provides criteria for municipalities to qualify for exemption. For residential development, the applicant must receive a School Capacity Availability Determination (SCAD) form.

SUMMARY OF MAJOR CAPITAL PROJECTS AND FACILITIES

During the latest update to the Capital Improvement Plan (CIP), the Village modified and expanded this plan into a more refined management tool and comprehensively identified long term infrastructural capital needs of North Palm Beach. The next phase is to responsibly fund the capital projects, which not only serve basic needs for the community, but could also potentially attract businesses and other economic activities to the Village, such as the Village Place project.

The following sections provide a summary of major capital improvement projects for the five-year planning period FY2024-2028. The projects are organized according to capital facilities in the LOS Standards Table. According to the Capital Improvement Schedule, there are forty-eight (48) Capital Improvement Projects.

Infrastructure: Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

Solid Waste

As discussed in the Infrastructure Element, at the current solid waste generation rate, the amount of garbage generated is expected to increase minimally, tempered by increased efforts to reduce waste through recycling and other waste management alternatives.

The future demand of solid waste should be adequately handled by current Village staff and equipment. However, any significant changes in growth, annexation, or development would require re-evaluation of existing resources to adequately handle projected demand.

Natural Groundwater Aquifer Recharge

Natural groundwater aquifer recharge does not inherently require any capital improvements per se. SUA is responsible for maintaining and permitting these wells. As indicated in the Infrastructure Element, each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

Drainage

As discussed in the Infrastructure Element, the Village has a Streets and Stormwater Division that is responsible for the maintenance and repair of the infrastructure throughout the Village. The Village continues to ensure that the existing drainage systems meet the adopted level of service. Areas developed in the future will be required to provide adequate storm water management improvements required to meet the adopted level of service.

Stormwater Repair and Replacement Program

Repair and replacement of the existing stormwater infrastructure, regrading swales and including water quality features. Stormwater repairs in 2023: East Alleyway, Cinnamon, Shore Court, Fairhaven catch basin repair, swale repairs at Kingfish.

Potable Water

The Comprehensive Plan for the Village of North Palm Beach identifies certain capital improvement needs within the Sanitary Sewer, Potable Water and Drainage Elements of the Comprehensive Plan. The following table will identify capital improvements necessary to maintain the adopted levels of service; the type of facility, the anticipated cost and the timing for the improvement for each element.

The following tables identify numerous Village projects for fiscal years 2024-2028.

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GO-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	534,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	435,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,183,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,798,500	398,000	3,373,000	310,000	-	5,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

Transportation Facilities

Transportation projects planned for the Village include various roadway improvements and street maintenance throughout North Palm Beach. Maintenance of the transportation network requires collaboration between the various entities that have jurisdiction over these roads and rights-of-way. The Village coordinates traffic improvement planning and maintenance with Palm Beach County and the Florida Department of Transportation in order to accomplish the improvements needed to attain a future LOS standard of Level D for streets within the Village

In addressing the maintenance of LOS standards for roads within Village limits, Chapter 163, Florida Statutes, requires that not only Village sponsored capital road projects must be included in the annual CIS, but also projects from the Palm Beach Transportation Planning Agency five-year Transportation Improvement Program (TIP) that are relied upon to meet concurrency. The TIP identifies transportation improvements funded by Federal, State and local sources in order to assist local governments within the Palm Beach TPA area with their transportation planning efforts. In the Village, US 1: Northlake Blvd to Parker Bridge project has been included in the TPA's five-year TIP as a Major Project.

Parks

The Village's public park system is comprised of both passive and active parks, which also includes a marina. From established parks, to sports fields, to pocket parks, to neighborhood parks, to plazas, and beyond, these recreation and open space facilities are a valuable asset to the community. The current CIP includes enhancements to recreational courts, the community center, pathways, and boat ramps, see the below parks projects:

- Anchorage Park Boat Ramp Renovation
- Anchorage Park Pathway, Fitness station and Kayak Launch
- Anchorage Park Sand Volleyball Court Renovation
- Anchorage Park South Seawall and Dock Replacement
- Community Center Park Enhancement (Outdoor Amenities)
- Community Center Renovation (Interior & Front Entry)
- Community Center Roof Replacement
- Lakeside Park Basketball Court Renovation
- Lakeside Park Playground Replacement
- Lakeside Park Shoreline Stabilization and Restoration
- Osborne Park Basketball Lighting
- Osborne Park Enhancement
- Veteran's Park Enhancement

Schools

North Palm Beach is fortunate to have several schools situated within its municipal boundaries. The following list identifies those schools. It is important to note, however, that the Palm Beach County School District is responsible for the public education system in the county including the Village of North Palm Beach.

- Benjamin School
- Conservatory School
- St. Clare Catholic School

Revenue & Financial Feasibility

Overall priority for fiscal planning shall be those projects that enhance residential neighborhoods, compatible business activities, and redevelopment initiatives, as indicated in the Future Land Use Plan. Priority should also be given to projects that address major safety concerns.

In setting priorities for expenditures to be included in the Capital Improvement Element, the Village should use the following criteria:

1. Public safety implications: a project to address immediate threats to public safety will receive first priority.
2. Level of service or capacity problems: next in priority would be projects needed to maintain the stated Levels of Service.
3. Ability to finance: a third criterion is the budgetary impact.
4. Quality of life projects: the next level of priority shall be given to those projects not in categories 1 or 2 but that would enhance the quality of life for residents of Village.

The plan for capital improvements must be affordable and within the realm of the Village's ability to finance. This section recognizes the various forms of revenue presently available to the Village as well, as possible future sources of revenue during the five year period.

Unlike roads, sanitary sewer, solid waste, drainage, potable water, recreation and transportation, which are the responsibility of local governments, the School Board, by constitutional mandate, has the responsibility of providing educational facilities to meet the needs of current and future students as represented in the School Board's adopted Five Year Capital Improvement Plan. The local governments, therefore, do not have control of the funding sources or the allocation of funds for new or renovated schools which would add student capacity.

TRENDS AND CHALLENGES

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service and the quality of life that the residents have come to expect. It is the result of hard work by the Village staff, and fiscally sound, responsible decisions by the Village Council that allow the Village to meet service demands while minimizing the financial burden on its residents.

The Village's primary focus is providing exceptional municipal services to its residents in the most efficient and cost-effective manner possible. Continued economic challenges require innovative approaches on both sides of the balance sheet. Efforts to expand contractual services to generate additional revenue should continue to be considered.

In order to ensure the level of service requirements for Village's public facilities can accommodate existing and project population demands, it is important that the CIP be reviewed by the local government on an annual basis. Modifications to update the five-year capital improvement schedule may be accomplished by the standard ordinance amendment or adoption process.

In addition, the Village should prepare to reassess the LOS standards in the future as it experiences growth and evolution. With potential future development or redevelopment, the Village must prioritize capital improvement projects in this area to ensure the Village's public facilities will continue to meet LOS requirements.

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

With regard to capital improvement planning, major initiatives include:

- To fully develop and implement a 5-year capital improvement/capital replacement plan
- To keep on track with maintenance and improvements outlined in a utility revenue sufficiency and rate adequacy study to meet the Village's objectives for a sustained high-quality utility service by providing a stable funding plan.

SUMMARY

A comprehensive Five-Year Capital Improvement Plan provides the Village of North Palm Beach with the opportunity to strategize on how best to implement and execute capital projects. Furthermore, the CIP constructively reflects current critical needs and projects future critical needs of the Village to ensure level of service standards and other needs continue to be met as the Village continues grow and evolve. The development of this plan requires collaboration with all the Village Departments especially the Village Manager's Office and Finance. Additionally, the Village must coordinate certain projects with the County and State.

Annual updates to the Village's CIP and CIS will help to ensure level of service standards of public facilities continue to be met and any issues that arise be addressed, as the Village grows and evolves.

Infrastructure

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

DATA AND ANALYSIS

INTRODUCTION

This Infrastructure Element of the Comprehensive Plan examines the various resources within the jurisdiction of the Village of North Palm Beach. It includes sub-elements such as Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge. Each sub-section is addressed separately below.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Infrastructure Element as with the other elements of the Comprehensive Plan. This document reflects the planning horizon for the Village's infrastructure for the next 10 and 20 years.

EXISTING CONDITIONS

SANITARY SEWER

The purpose of the sanitary sewer sub-element is to guide the preparation of plans and policies necessary to assure the availability of capacity, treatment, and disposal of wastewater for projected growth and future needs of the Village of North Palm Beach. This sub-element analyzes the Village's existing sanitary sewer collection system and facilities, and also discusses future generation levels.

Sanitary sewer service within the North Palm Beach municipal boundaries is not directly provided by the Village. With the exception of a few remaining septic tanks, sanitary sewer service, including collection, transmission, and disposal is provided by Seacoast Utility Authority (SUA). To ensure that all existing and proposed developments have adequate sanitary facilities, the Village continues to include SUA in the site plan review and permitting process. Also, to ensure concurrency, the Village requests SUA's approval (or approval with conditions) of proposed projects and developments prior to the issuance of building permits. During development order review, SUA requires developers to upgrade the capacity of existing systems or build new systems to meet sanitary sewer needs in order to ensure that adequate capacity is available.

For North Palm Beach, the wastewater treatment is based out of the SUA's PGA Wastewater Treatment Plant. The service area for the PGA Wastewater Treatment Plant (PGA WWTP) is approximately 78 square miles and includes Palm Beach Gardens, North Palm Beach, Lake Park, a portion of Juno Beach, and unincorporated portions of Palm Beach County east of the C-18 Canal. Figure 1 presents the service area. According to SUA, it is not anticipated that the service area will significantly change within the next 10 years.

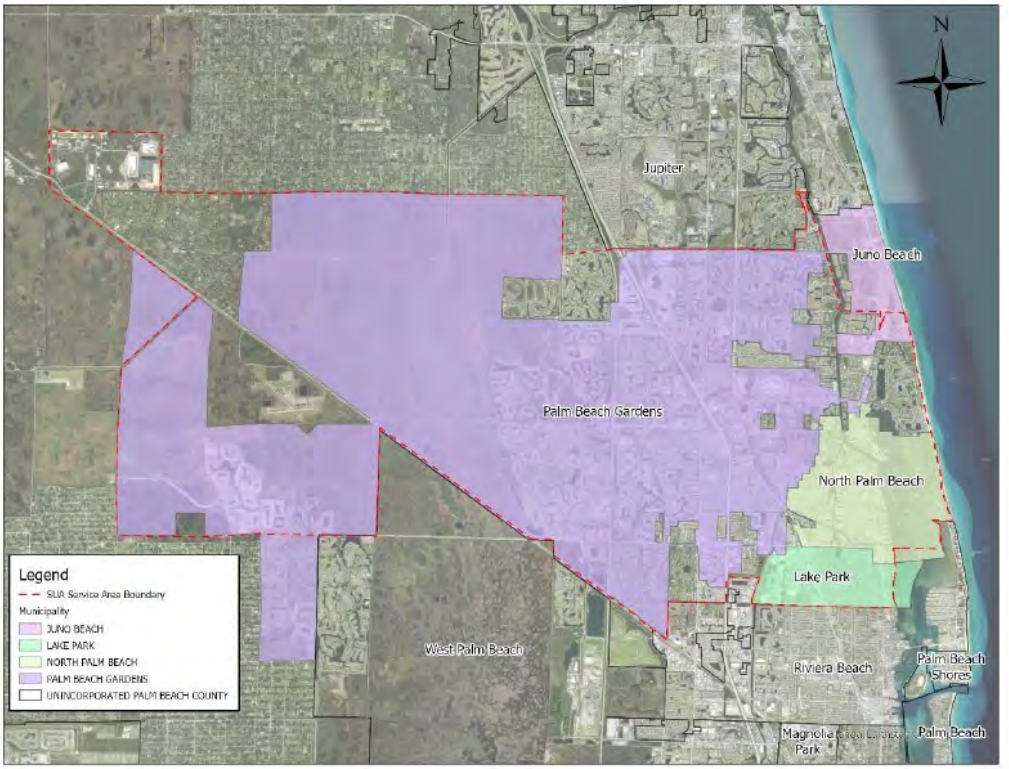


Figure 1. SUA service area and the political jurisdictions.

As noted in the Future Land Use Element, based on 2020 Census data, the population of North Palm Beach is 13,162 persons. Utilizing the estimated population, current wastewater use by the Village is estimated at 1,408,334 gallons per day (i.e., population of 13,162 residents x 107 gallons per capita per day). Using the population projections from the Palm Beach County Population Allocation Model (14,069 residents) and the LOS set by SUA, it is projected that the Village's wastewater needs will reach 1,505,383 gallons per day by 2045.

Table 1.0 – Service Area Population Projections

	Service Area Population Projections						
	2022	2025	2030	2035	2040	2045	2050
North Palm Beach	12,862	13,053	13,297	13,503	13,838	14,069	14,337

2023 Palm Beach County Population Allocation Model – Population by Jurisdiction

The site plan review and building processes established by the Village and the requirements established in the Policies of its Comprehensive Plan, ensure effective coordination with developers during the planning and phasing stages of development to meet wastewater collection and treatment needs.

The Village is available for and encourages developers to take advantage of preliminary/pre-application meetings to ensure that developers are aware of the Village's code requirements. Developers are also encouraged to meet with SUA representatives during the preliminary stages of development to clarify wastewater requirements and standards. These opportunities

are on-going practices of both the Village and the SUA, and they continue to be available to developers.

Seacoast currently owns, operates, and maintains sufficient permitted wastewater treatment, reuse, and disposal capacity to serve its projected 2045 population. SUA owns and maintain approximately 285 miles of gravity sewer pipelines and more than 150 pumping stations. The gravity sewer pipelines are used to transfer the sanitary sewage discharged from residential and commercial properties to one of SUA's multiple lift stations and then to the wastewater treatment plant. According to SUA 30-year Wastewater Treatment Plan, there are no projections for service area expansion for the next 10-20 years.

The Village of North Palm Beach is currently connected to SUA's central sanitary sewer system. However, over the years, the Village has annexed approximately 100 properties that are still using septic tanks. With regard to wastewater as a whole, the Palm Beach County Health Department (a State agency) enforces Federal, State, and SUA standards regulating the central sanitary sewer and septic tank systems serving North Palm Beach.

However, through the planning horizon, Seacoast proposes to renew and/or replace approximately 6 lift stations, 1 mile of sanitary sewer force main, and 4 miles of gravity sewer pipelines and appurtenances within the Village of North Palm Beach. During the same period, Seacoast will update, renew, restore, and replace such treatment, reuse and disposal infrastructure as may be required to sustain its level of service.

Seacoast Utility Authority also provides "reclaimed" water which is wastewater (sewage) that has been treated and disinfected to meet Florida's stringent irrigation water quality standards. The water is treated and stored at Seacoast's PGA Regional Water Reclamation Facility and pumped through 24 miles of pipeline to nearly 40 high-volume irrigation customers.

The PGA Regional Water Reclamation facility provides service to participating governments. It has a current permitted capacity of 12 mgd. SUA has anticipates that the plant capacity should be adequate until approximately the year 2262 based on the straight-line projection of the historical maximum three-month average daily influent flows from 2000 to 2021. Additionally, SUA has projected that the average daily sewer flow for North Palm Beach would

range from 0.87 MGD in 2025 to 1.21 in 2045. The below table indicates the projected averages for daily sewer flow.

Table 1.1 – Seacoast Utility Projected Average Daily Sewer Flow

Seacoast Utility Authority **Projected Average Daily Sewer Flow**					
Municipality	Year				
	2025	2030	2035	2040	2045
Total North Palm Beach Sewer Flow (MGD)	0.87	1.15	1.17	1.19	1.21

Seacoast Utility Authority

Figure 2 from the SUA PGA Wastewater Treatment Facility Plan demonstrates the Historical and Wastewater Flow to the SUA PGA WWTP.

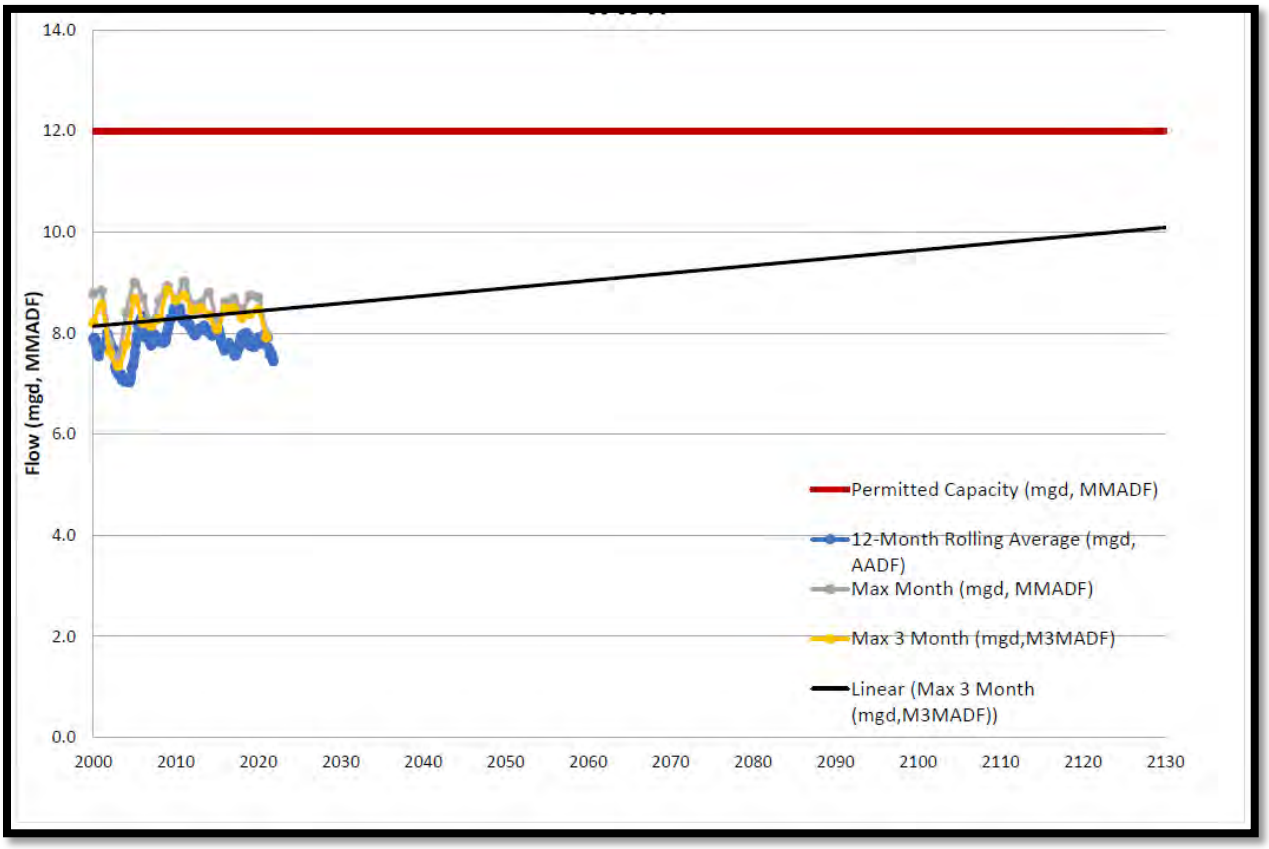


Figure 2. SUA Historical & Projected Wastewater Flow to the SUA PGA WWTP

Level of Service

The Level of Service (LOS) for average daily sewage generation rate for capital sanitary sewer facilities in North Palm Beach is a maximum of 107 gallons/capita/day for residential uses. There is no fixed level of service requirement for nonresidential uses such as commercial,

public, educational, and other public buildings; the estimated sewage generation is based on the Florida Administrative Code. As indicated in the previous section, SUA has the capacity to provide services for the current and projected level of service for the next 10- and 20- year planning period.

Because the wastewater collection, transmission, treatment, and disposal facilities are owned, operated, and maintained by Seacoast, the Village has neither the responsibility nor the authority to provide for system improvements.

SOLID WASTE

Along with sanitary sewer systems, solid waste management is important to keeping the Village clean. This solid waste sub-section evaluates resources available for the Village's projected population growth and assesses the solid waste needs for future and current residents of North Palm Beach. In addition, this sub-section examines the Village's existing solid waste and hazardous waste management services and facilities, projects future waste generation levels, and suggests alternatives for lowering per capita waste generation rates.

Because the Village of North Palm Beach is primarily a residential community, residential uses generate the majority of the Village's solid waste. Commercial and other uses generate less solid waste.

Within the North Palm Beach Public Works Department, the Solid Waste division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village.

Contractors and hired individuals for lawn and tree services are required to haul away any vegetation, branches, etc. that they trim. Vegetation debris can be left for pickup only if it was created by the homeowner or tenant. Also, any construction debris from renovations, demolitions, or construction must be removed by building contractors and/or handymen.

Accordingly, the following Levels of Service for residential and non-residential collection of solid waste have been established by the Village:

- Monday: Garbage & vegetation Village-wide.
- Tuesday: Glass and plastic recycling pickup (blue bin), plus bulk items by appointment ONLY.
- Wednesday: Garbage & vegetation Village-wide.
- Thursday: Paper and cardboard recycling pickup (yellow bin), plus bulk items by appointment ONLY.
- Friday: Garbage & vegetation Village-wide.

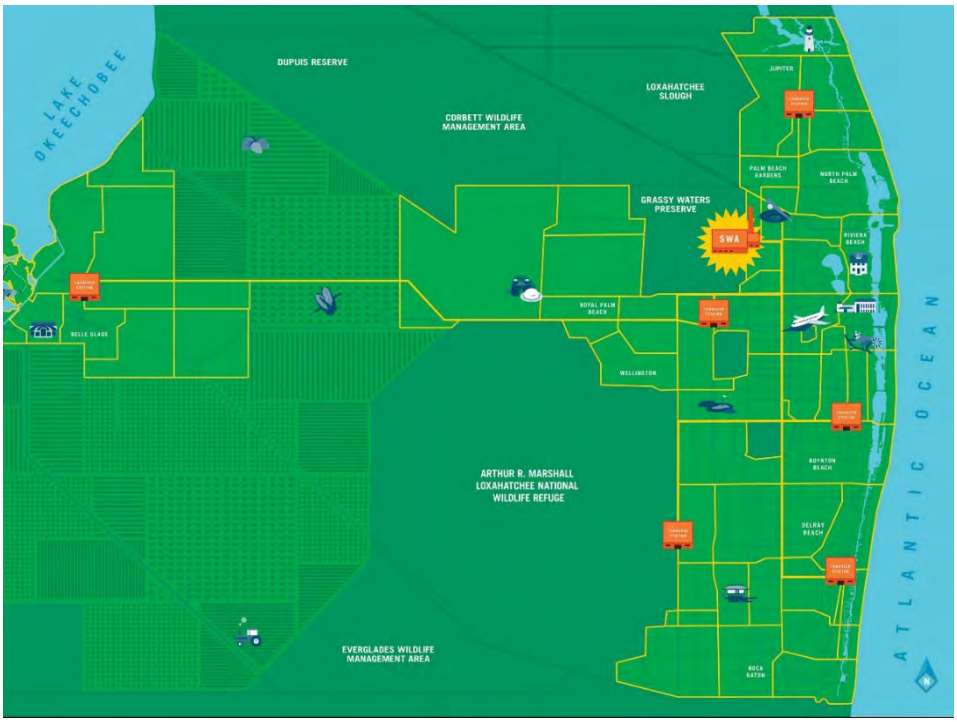
EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

Although the Village conducts its own waste collection, it does not own or operate its own landfill. The Village utilizes the landfills provided by the Solid Waste Authority (SWA) to dispose of all its trash. The following are the SWA Facilities utilized for disposal of waste:

Current SWA Facilities
Transfer Stations/Home Chemical and Recycling Centers

- Central County Transfer Station (Lantana)
- Glades Regional Transfer Station (Belle Glade)
- Home Chemical and Recycling Center (West Palm Beach)
- North County Transfer Station (Jupiter)
- South County Transfer Station (Delray Beach)
- Southwest County Transfer Station (Delray Beach)
- West Central Transfer Station (Royal Palm Beach)

North County Landfill (Landfill, Class I and III)



However, the Village does not collect the following hazardous waste items:

- Any type of battery
- Boat parts and internal combustion engines
- Car parts
- Fluorescent light bulbs
- Paints
- Propane tanks
- Used motor oil/filters

The Solid Waste Authority (SWA) recommends that the disposal of hazardous waste is taken to Home Chemical and Recycle Centers (HCRCs). However, SWA does have limitations on the types of hazardous waste that is accepted. SWA does not accept medical waste, syringes or sharps, drugs, radioactive materials, and explosives. Although, these items are not accepted by SWA, SWA partners with other businesses such as tech retailers to recycle these hazardous materials.

The Village's sustainability efforts are contributing to a more sustainable environment by:

- Advancing technologies to reduce waste
- Increasing recycling and reuse
- Creating even safer treatment and disposal options
- Sharing the benefits of learning and innovation with their clients and collaborators

RECYCLING

Recycling refers to any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, processed, reused, or returned to use in the form of raw materials or products.

Generally accepted items for recycling include:

- Tin cans
- Aluminum cans
- Steel cans
- Food containers and jars
- Soft drink and beer bottles
- Wine and liquor bottles
- Office paper
- Magazines
- Flattened cardboard
- Newspaper
- Phonebooks
- Flattened cereal boxes
- Junk mail
- Paperboard
- Flattened snack boxes

STORMWATER MANAGEMENT

This Stormwater Management subsection of the Comprehensive Plan analyzes the natural conditions that affect the quality and quantity of stormwater runoff in the Village, and its existing stormwater collection and treatment system.

Rainwater that does not evaporate or become absorbed into the ground is considered "runoff." This runoff often carries pollutants from lawns, streets, buildings, and parking lots that contaminate the waterways. In order to keep the lagoon and other waterbodies clean, the Village must continue to invest in the proper infrastructure for treating and purifying runoff into waterways.

A complete and integrated ground surface percolation and positive underground piping stormwater drainage system has been installed throughout the Village's platted and developed areas. The storm water drainage system is Village-owned and -maintained. In

residential areas, the system consists of roadside swales without curbs or gutters. Surplus water from the swales is diverted to catch basins within a closed conduit piping system, then discharged via outfall to the manmade waterways of the Earman River, the Intracoastal Waterway, or Lake Worth.

Commercial uses in the Village are confined to frontages along U.S. 1, Northlake Boulevard, Prosperity Farms Road, and Alternate A1A. These roads are urbanized and have curbs and gutters, and positive pipe outfalls to either the Earman River or Lake Worth. This system is maintained by the Florida State Department of Transportation (FDOT) and Palm Beach County in conjunction with the Village. The Village does not have a master drainage plan. The existing drainage system was built in a piecemeal fashion over time; the majority of it was constructed between 1956 and 1970. It should be noted that the major portion of the Village's stormwater drainage system was constructed prior to the establishment of any discharge regulations.

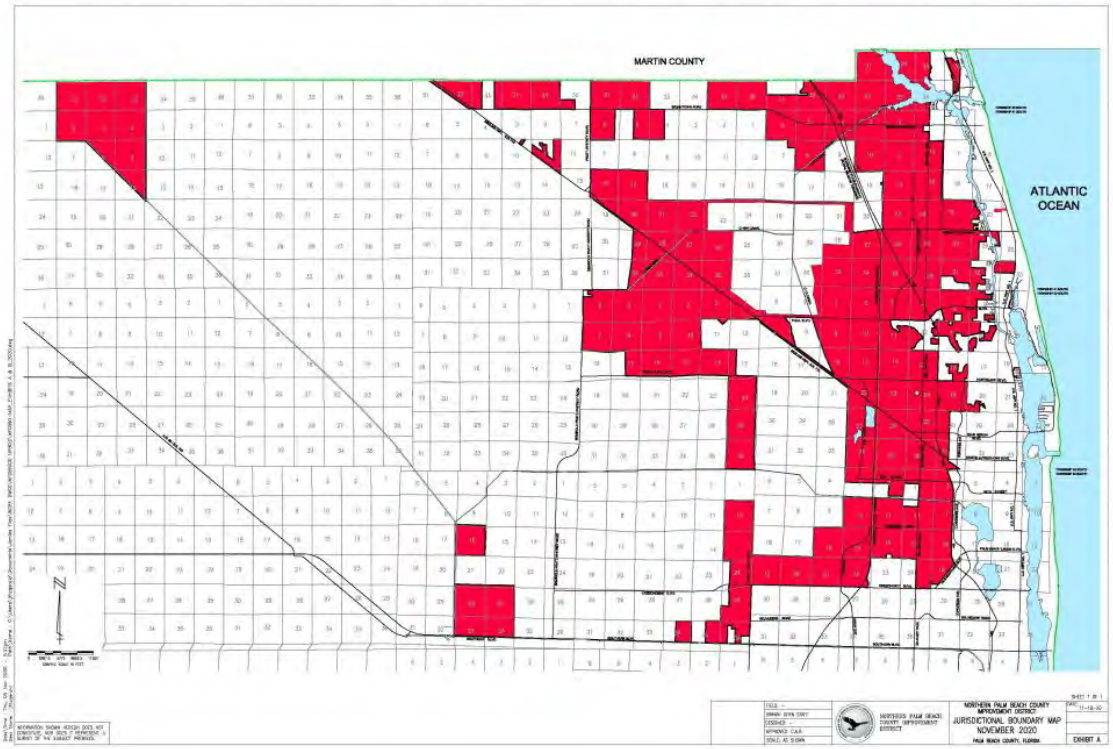
According to a prior report from an engineering consultant, the Village's drainage system was probably designed similarly to the Florida Department of Transportation system which has a minimum three-year storm recurrence interval. The South Florida Water Management District (SFWMD) minimum drainage design criterion for local governments is a three-year, one day duration storm event.

The design capacity and the level of service of the Village's stormwater system satisfies the SFWMD's minimum local government criteria, and that the capacity of the system is adequate for the Village's needs. The Village maintains scheduled inspections and maintenance to assure long-term effectiveness. Currently, the Village inspects each catch basin within the Village at least once every three (3) years to identify needed maintenance and improvements.

As time progressed, however, some of the Village's stormwater infrastructure has become outdated or has exhausted its engineered life. Documentation from the Environmental Protection Agency advises that stormwater runoff is a principal contributor to water quality impairment in waterbodies nationwide. In the 1970s, the federal government introduced the Federal Clean Water Act and permit requirements for the National Pollutant Discharge Elimination System (NPDES). Florida's stormwater discharge permitting followed, with requirements for properties to treat discharge, either individually or collectively, before stormwater enters waterways.

The Village of North Palm Beach has portions that are within the Northern Palm Beach County Improvement District (NPBCID). The NPBCID is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes:

- Portions of Unincorporated Palm Beach County
- Tequesta
- Jupiter
- Juno Beach
- North Palm Beach
- Palm Beach Gardens
- Lake Park
- Mangonia Park
- West Palm Beach



Some of the services that NPBCID provides are storm water management; right-of-way maintenance, including roadways and sidewalks; maintenance of canals, waterways, and lakes; water quality monitoring; environmental mitigation and management; permit and plat review, as well as hurricane response and emergency operations. NPBCID uses revenue from non-Ad Valorem assessments from property taxes to pay for services. The assessments are only paid by property owners who benefit from the services provided by NPBCID.

NPBCID aids with regional flood control that extends outside of the boundaries of North Palm Beach. While the Village's stormwater maintenance utilizes localized street drainage. Although portions of the Village are located within the NPBCID, its Street and Stormwater Division is responsible for the maintenance and repair of infrastructure throughout the Village. This division is responsible for the maintenance of the Village's storm drainage systems and waterways. The Street and Stormwater Division is also involved in the administration of the NPDES Stormwater Permitting Program. All storm water within the Village discharges into tidal waterbodies such as (1) the Earman River; (2) the North Palm Beach Waterway; (3) the Intracoastal Waterway; and (4) the northern portion of the Lake Worth Lagoon.

High volumes of stormwater runoff can erode stream banks and deposit sediments that can damage aquatic life (animals and plants). Because pollutants come from multiple sources, it is difficult identify the origin of specific pollutants. The Village continues to strive to reduce any potential harm that may affect its existing drainage system and waterways. Common pollutants include:

- Detergent
- Fertilizer
- Motor oil
- Paint

- Pesticides
- Pet waste
- Sediment

The Village recommends the following practices for protecting waterways and reducing pollution:

- Clean leaked motor oil and other fluids on your driveway.
- Never pour motor oil or other chemicals down storm drains.
- Household chemical products like used motor oil, paint, solvents, and cleaners may be disposed of by taking them to the appropriate Solid Waste Authority collection site.
- Do not apply fertilizer or pesticides on sidewalks, driveways, streets, or near storm drains or canals.
- Use less fertilizer and pesticides.
- Wash the car on the grass or any place that doesn't drain to the street.
- Use a commercial car wash.
- Dispose of pet waste into trash.
- Never wash pet waste into the street or into storm drains.
- Never throw litter in a storm drain or in the street.

2016 Village of North Palm Beach Citizens' Master Plan
In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), (now known as the Transportation Planning Agency), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and the economic vitality of the Village. The resulting Citizen's Master Plan emphasized the importance of protecting and caring for the Village's natural resources. As a result of the Citizens' Master Plan, the Village's Stormwater Utility Fee was established, a dedicated funding source approved, and stormwater runoff issues identified as a high-priority initiative for the Village.

Acknowledging that future infrastructure must maintain the current level of service, the Village established stormwater fees. The stormwater fees are dedicated solely to stormwater management programs and projects. These fees allow the Village to address the collective impact of pollution caused by stormwater runoff and undertake the necessary repairs to the existing stormwater system.

2021 Stormwater Utility Study
In 2019, the Public Works Department enlisted assistance from Hazen and Sawyer to develop a financially sustainable stormwater management program. The two-year process began in February 2019, with a conceptual study to evaluate the feasibility of establishing a utility fee to fund the Village's ongoing stormwater management program. The 2019 Study included:

- Compiling an inventory of the Village's stormwater management assets;
- Reviewing regulatory compliance requirements;
- Estimating costs, revenues, and funding requirements;
- Preparing a 5-Year financial forecast, and
- Investigating alternative rate structures.

Based on the results of the 2019 Stormwater Utility Study and the 2016 Citizens' Master Plan, the Village established a stormwater fee schedule. The fees are based upon a unit of measure

called Equivalent Residential Unit (ERU). ERUs are used to equate non-residential or multi-family residential properties to a specific number of single-family residences.

All land parcels other than public schools and rights-of-way are subject to the stormwater utility fee. The Village's ERU was calculated using the average lot coverage on single-family residential properties as the basis for the proposed fee. The Village Council set an assessment roll for stormwater fee at $7.78 monthly per ERU, which equated to $93.36 annually. At the same time, the Village Council lowered property tax rates to offset the cost for ERUs for the 2022/2023 fiscal year.

POTABLE WATER

This sub-section analyzes the Village's existing potable water distribution system, projects future demand levels, and analyzes its existing facilities.

Potable water refers to water that is clean and safe to drink. Potable water is essential for survival; it is used for drinking, cooking, and sanitation. Seacoast Utility Authority provides potable water to the Village of North Palm Beach and bills property owners directly for the service. The potable water withdrawal, treatment, and distribution facilities are owned, operated, and maintained by Seacoast. The Village has neither the responsibility nor the authority to provide for system improvements.

Seacoast currently owns and operates one treatment plant: the Hood Road facility, with a peak-day capacity of 30.5 mgd. As of 2024, no new water treatment plants have been planned for construction in the Seacoast Utility Authority service area. During the development order approval process, Seacoast requires developers to upgrade the capacity of existing systems or build new systems to meet their needs in order to ensure that sufficient capacity is available.

Table 1-3 indicates the population projections within the Seacoast Service Area. The data is derived from the Lower East Coast (LEC) Water Supply Plan update. As indicated, the Village of North Palm Beach represents approximately 13% of the Seacoast Service Area.

Table 1-3: Population Projections

Population Projections 2025-2045			
Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

Source: *Seacoast Service Area Data From 2023-2024 LEC Update.
**North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.

As noted in the Future Land Use element, the estimated population for North Palm Beach is 13,162. Based on 2020 census population data, the current potable water use by the Village is estimated at 2,474,456 gallons per day (i.e., population of 13,162 residents x 188 gallons per capita per day). Based on population projections (13,297 residents) prepared in this EAR and the Seacoast LOS, it is projected that the Village's potable water needs will be 2,499,836 gallons per day by 2030.

The Village's LOS for capital potable water facilities is maximum of 188 gallons/capita/day for average daily water consumption for residential. There is no fixed LOS requirement for nonresidential uses such as commercial, public, educational, and other public buildings.

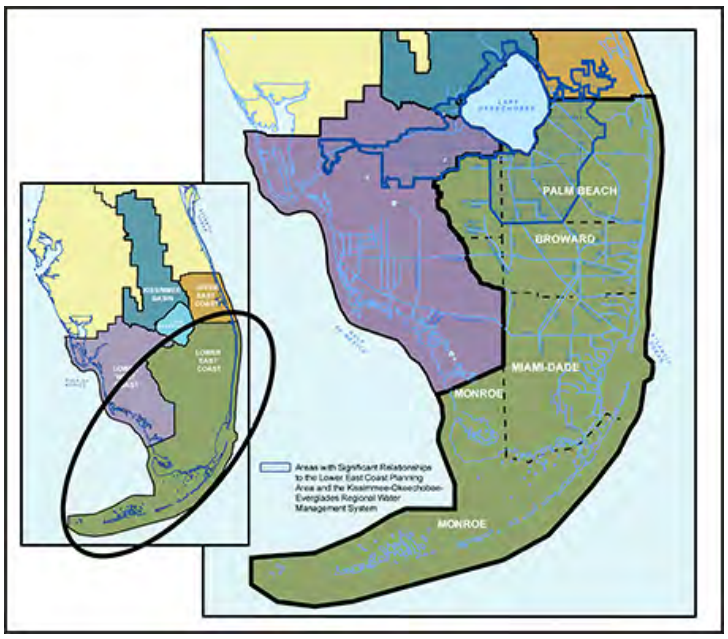
Based on the population projection from the LEC and the Future Land Use Element, the Village meets the LOS standard for potable water consumption, and no additional improvements to the Seacoast regional potable water treatment plants are required at the current projection.

Water Supply Plan
Of the five water management districts in the State of Florida, the South Florida Water Management District (SFWMD) is the oldest and the largest. SFWMD covers 16 counties from Orlando to the Florida Keys and serves nine million residents. Per F.S. 373.036, each water management district must create a water plan that is based on at least a 20-year planning period which shall be updated at least once every 5 years.

Pursuant to the statutory requirement, the SFWMD created the Lower East Coast Water Supply Plan for Palm Beach, Broward, Miami-Dade and parts of Monroe, Collier, and Hendry counties. In 2023, the SFWMD began the process of updating its Lower East Coast Water Supply Plan (2023-2024 LEC Plan Update), which assessed the projected water demand and potential sources of water for the period from 2021 to 2045. This plan update will be used by local

governments, water users and utilities to update and modify local comprehensive plans, facility work plans, and ordinances.

Per F.S. Chapter 163, Part II, local governments are required to prepare and adopt Work Plans into their comprehensive plans within 18 months after the SFWMD approves the Lower East Coast Water Supply Plan Update. The Village of North Palm Beach is in the process of updating its Water Supply Plan. Per the statute, municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon period, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.



In addition, the Village is subject to, and a participant in, the Palm Beach County Wellfield Protection Ordinance. This Countywide Wellfield Protection Ordinance regulates land use activities within travel time contours of the Village's wellfields. These travel time contours (zones of influence) are identified and overlaid on the Coastal Zone and Conservation Map in the Comprehensive Plan.

Water Conservation

The Village has adopted, and continues to implement, various regulations that improve water conservation. Article IX - MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES of Chapter 19 of the Village's Code of Ordinances, includes conservation regulations for irrigation including limiting the hours for landscape irrigation and regulations for new landscaping; Sect. 45-93 of the Village's Code of Ordinances provides standards for irrigation as well as a requirement for rain sensors.

The use of reclaimed water for irrigation purposes is an effective water conservation measure. The Village does not own or operate a wastewater treatment facility, nor does it manufacture reclaimed water. However, through Seacoast, it encourages residents to conserve water and utilize reclaimed water. Seacoast provides large irrigation users such as golf courses with reclaimed water, thereby contributing to the conservation of the Village's water resources.

Seacoast also developed implementation practices for conserving water resources. Table 1-4 indicates various methods for water conservation.

Table 1-4: Seacoast Water Conservation Implementation Practices

Conservation Practice	Seacoast Practice
Irrigation Hours	Yes
Florida Friendly Landscape Ordinance	Yes
Ultra-Flow Fixtures Ordinance	Yes
Rain Sensor Ordinance	Yes
Water Conservation Rate Structure	Yes
Leak Detection and Repair Program	Yes
Public Education Program	Yes

Source: Table D-5; 2013 LEC Update Appendices

Additional water conservation related issues are addressed in the Coastal Management and Conservation elements of the Village's Comprehensive Plan.

Natural Groundwater Aquifer Recharge (NGAR)

The Natural Groundwater Aquifer Recharge section of this plan analyzes the existing quality and quantity of the Village's natural groundwater, projects future demands, and analyzes existing facilities.

Groundwater is one of the Earth's most valuable resources. There are different levels of groundwater water: the upper surface is called the water table; and the saturated area beneath the water table is called an aquifer. Aquifers are storehouses of water; they provide water to feed wells and springs. Utility providers and residents dig wells and drill into aquifers for the extraction of potable water. The porous rock of an aquifer allows precipitation from rain to recharge the aquifer.

As previously noted, the Village is located within the SFWMD's LEC Planning Area. Historically, the LEC Planning Area has relied on the Surficial Aquifer System (SAS) and Lake Okeechobee as the primary water sources for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these water sources has been maximized due to negative impacts (like saltwater intrusion) on the regional system, wetlands, and existing water users. However, as population and water demand has grown, the development of other water source options has also increased. New and increased allocation from freshwater sources provides a diversification of water supply sources. Use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation measures in the LEC Planning Area have contributed to its water supply.

Fresh groundwater is the primary source for potable water and landscape irrigation for industrial and commercial uses in the LEC Planning Area. In urban areas such as North Palm Beach, public water suppliers (PWS) rely heavily on the SAS since it produces good quality fresh water. Meanwhile, these aquifers are recharged from local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park. When sufficient water is available, surface water from Lake Okeechobee is also routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared to conserve freshwater supplies.

According to the 2023-2024 LEC Update, Seacoast withdrew an average of 21.76 million gallons daily (mgd) of raw water from the SAS in 2021. As indicated in Table 1-5, Seacoast will withdraw an average of 22.09 by 2025.

Table 1-5: Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2021	21.76	19.95
2025	22.09	20.25
2030	23.20	21.27
2035	23.37	21.42
2040	23.84	21.86
2045	24.03	22.03

Source: 2023-2024 LEC Update Appendix A

Table 1-6 indicates permitted allocation from the potable water sources from Palm Beach County Water Utility District (PBCWUD), with a total allocation of 26.92 mgd. The allocated potable water sources includes all of Seacoast service area not just the Village of North Palm Beach. The 2045 future demand projection in Table 1-3 for the Village is 22.03 mgd. The total permitted allocated water for the Village is sufficient to fulfill the current and future demand of 26.92 mgd.

Table 1-6: Seacoast Permitted Allocated Water for Authority

SFWMD Water Use Permitted Allocation (mgd)	
Potable Water Source	Allocation
SAS (Surficial Aquifer System)	22.30
FAS (Floridan Aquifer System)	8.90
Bulk Finished Water from PBCUD	2.00
TOTAL ALLOCATION	26.92

Source: 2023-2024 LEC Update Appendix B

Pursuant to its current consumptive use permit (CUP), Seacoast presently draws its raw water from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road, and Palm Beach Gardens) and three Floridan Aquifer wells (Hood Road). Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP.

Each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

The Village's Code of Ordinances establishes regulations limiting the amount of impervious and pervious surfaces on a lot (e.g., maximum lot coverage, minimum landscape and open space, and yard requirements). The purpose of these regulations is to protect groundwater quality and water resources. Also, during the site planning process, proposed developments are reviewed to ensure that maximum retention of rainfall and stormwater runoff is retained on site. Other best management practices are employed to ensure that the quality of water resources is protected, and the recharge of groundwater supplies is maximized.

TRENDS AND CHALLENGES

Future Growth (Solid Waste)
Although the Village is essentially "built out," it is also experiencing a phase of redevelopment. With a projected population growth of 724 residents by 2045, the Village must prepare for the additional waste from the future residents. Fortunately, the Solid Waste Authority (SWA) has continued to improve its dumping and solid waste collection practices. SWA implemented sophisticated liner systems to keep trash and leachate ("garbage juice") from seeping into the ground. SWA has also extended the life of the landfill through recycling and other projects through 2054.

Future Growth (Sewer)
As mentioned, the Village is experiencing redevelopment. As the population grows, the amount of sanitary sewer waste generated is expected to increase. Significant changes in growth, annexation, or development will require re-evaluation of existing sanitary sewer capacity. The Village shall continue to coordinate with Seacoast Utility Authority to ensure that adequate infrastructure is available for the projected population.

Sea Level Rise
Due to its flat topography, porous limestone geology, and dense coastal development, Southeast Florida is one of the areas most susceptible to the impacts of climate change and sea level rise. Climate change and sea level rise are expected to present significant challenges to water resource planning, management, and infrastructure in Palm Beach, Broward, Miami-Dade, and Monroe counties. Saltwater intrusion into the primary sources of drinking water in the tri-county area (SAS and Biscayne aquifers) is of primary concern.

Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government regulations and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise,
2) saltwater intrusion,
3) extreme weather, and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Aging Infrastructure
The Village's existing infrastructure is close to the end of its useful life span. Although some infrastructure has been updated over the years, some require improvements or replacement. It is imperative that the Village continue to assess its existing facilities and upgrade them in a timely manner.

Table 1-4 indicates the length and year sewer force mains were built. As indicated, the Village infrastructure began in 1957. Table 1-5 indicates that North Palm Beach has approximately 9,076 linear feet of sewer force main with a useful-life span of less than 0 years. Approximately 196 linear feet of sewer force main have a useful-life Span of 0-5 years, and approximately 1,639 linear feet of sewer force main have a useful-life span of 6-10 years. The Village in conjunction with SUA should evaluate the need for upgrading that infrastructure which has reached, or is near the end of, its useful life span.

Table 1-4: Sewer Force Main Length by Year Built

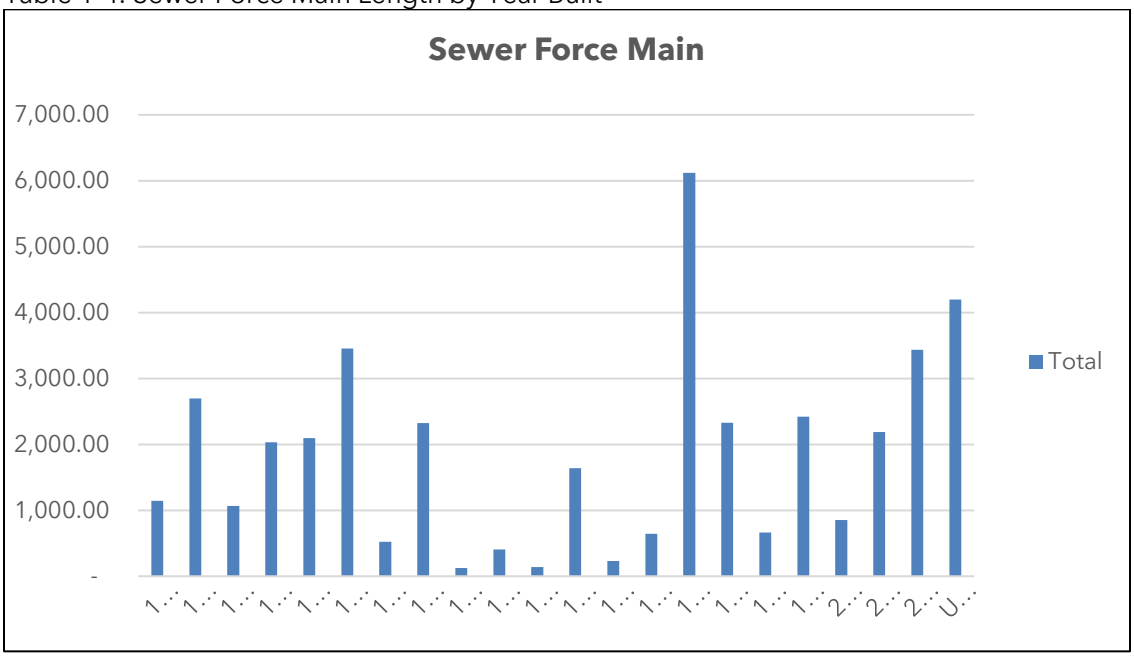
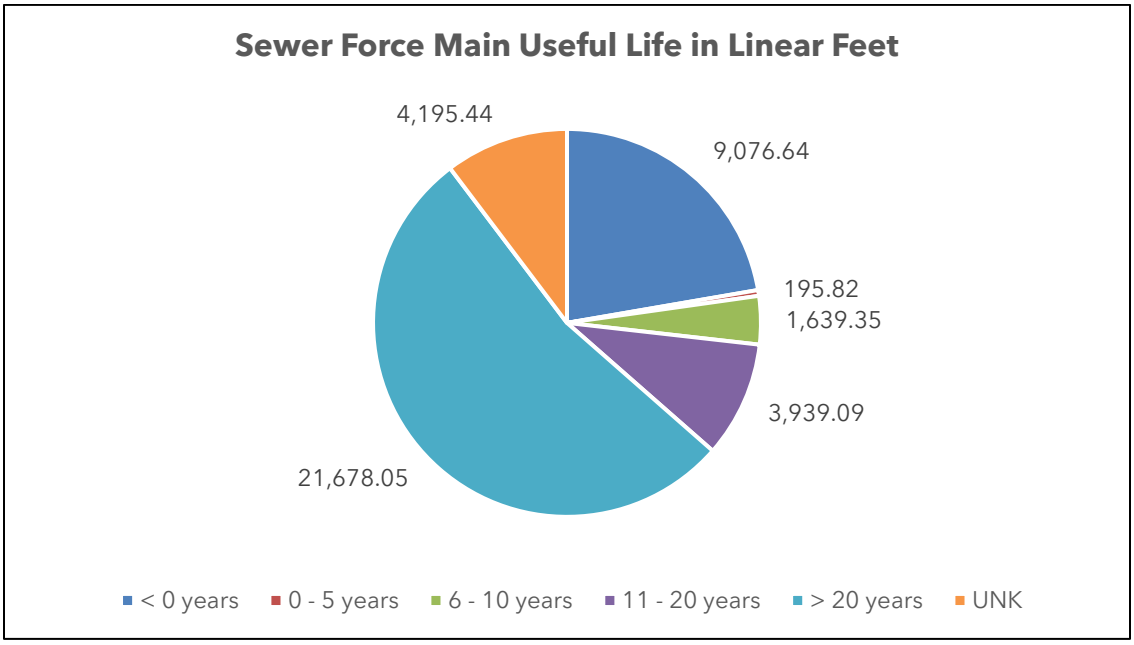


Table 1-5: Sewer Force Main Useful Life in Linear Feet



Based on SUA's 30 Year Wastewater Treatment Plan, majority of gravity main pipes are in good condition. Approximately 444,900 feet or 84.3 miles of gravity sewer pipes have been lined with cured in place pipe (CIPP) liner. The study takes into account that the age of the pipe was assumed to be the age that the CIPP was installed. Thus, meaning that the pipes would a remaining useful life of at least 15 years, being the closest to exhaust their useful life located in the southeast and central area of the SUA east service area.

The below table indicates the remaining useful life length of the Seacoast force mains:

Years	Length (miles)
<0 years	3.378
0 - 5 years	1.373
6 - 10 years	0.548
11 - 15 years	1.241
16 - 20 years	0.001
21 - 25 years	0.654
26 - 30 years	0.195
> 30 years	69.630
Unknown	14.394

The below table indicates the remaining useful life length of the Seacoast gravity mains:

Years	Length (miles)
<15 years	0
15 - 20 years	8.494
21 - 25 years	0.832
26 - 30 years	1.383
> 30 years	271.211
Unknown	21.180

2024 Stormwater Master Plan

The Village has exhibited fundamental concern for Stormwater management. As a coastal community, the Village is challenged by high groundwater levels, rising sea levels, increasingly frequent intense storms, as well as saltwater intrusion and water quality concerns. The Village strives to improve its stormwater management by supporting both physical assets as well as policies, procedures, and operations in preparation for flooding events, and protecting the Village's groundwater, surface waters, and natural resources.

The purpose of the proposed Stormwater Master Plan is to analyze the Village's stormwater management systems, policies, and procedures to identify areas in need of improvement. The 2023 Master Plan report contains the approach, modeling methodology, and results, as well as proposed recommendations arising from the study.

The scope of this village-wide study included taking inventory of the Village's existing stormwater assets; collecting data from various regional entities and organizations; identifying water quality and regulatory compliance requirements; developing a hydrologic and hydraulic (H&H) model representing current/existing conditions, and two future-time scenarios (2040 and 2070); performing a level of service (LOS) analysis; developing a Capital Improvement Program (CIP); and evaluating the impacts of the CIP on the Village's stormwater utility rates.

Projects
SUA has implemented the following projects within the Village of North Palm Beach over the last 5 years:

- Lighthouse Drive Force Main Replacement
- Lift Station 54 – multiple improvements
- Northlake Boulevard / US 1 Utility Infrastructure Replacement – Phase 1 and Phase 2
- Jasmine Drive to Southwind Drive Force Main Crossing Northlake Boulevard and the C17 Canal and Water Main Crossing the C17 Canal
- Corsair Drive water main replacement
- Marina Drive water main addition
- Lift Station 54 force main replacement route study
- Lift Station 54 force main replacement (phase 1)
- Lighthouse Bridge water main replacement
- Old Port Cove force main

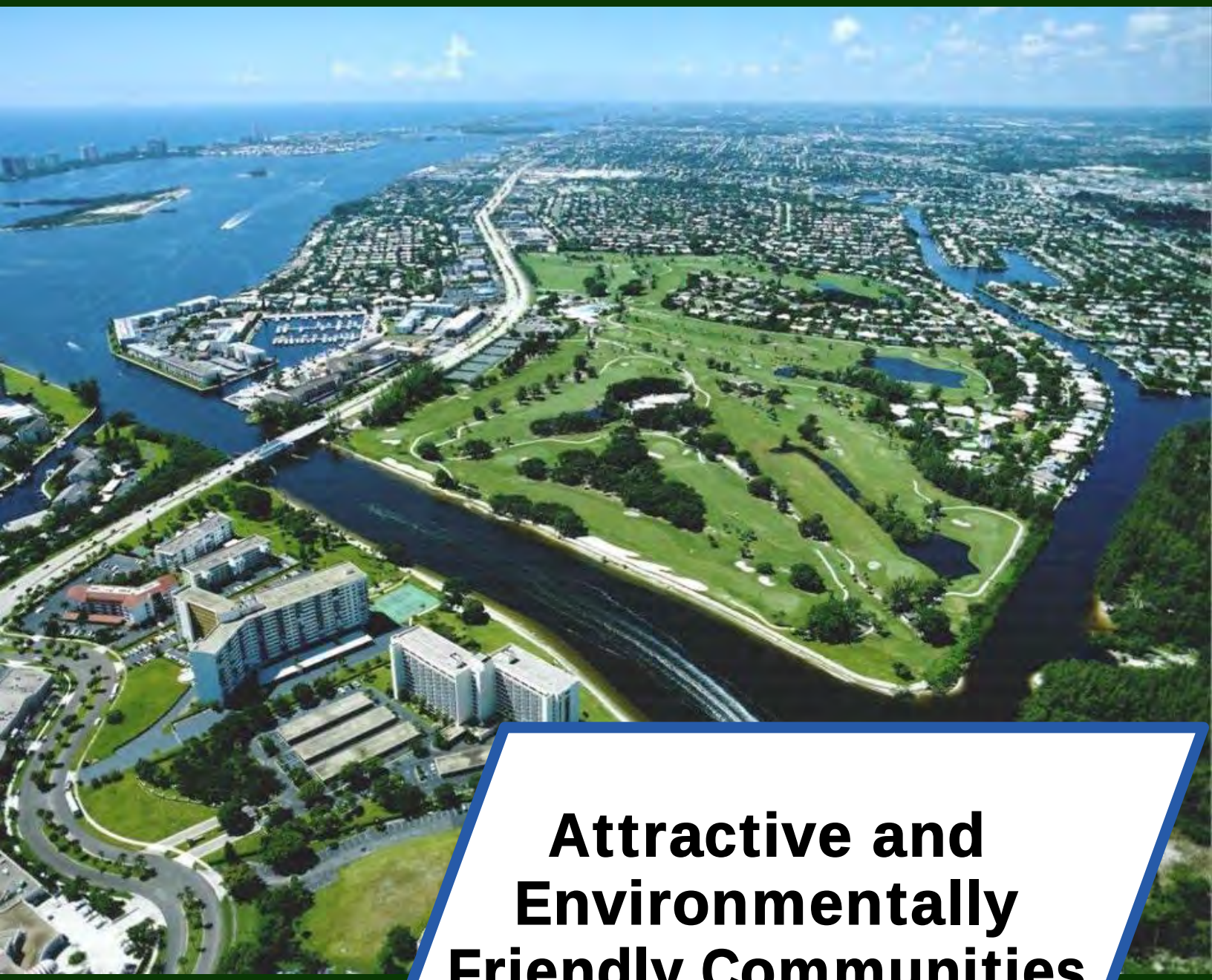
Future utility replacement projects are planned and are dependent on other agency partnerships and the remaining useful life of the infrastructure.

SUMMARY

Based on the existing conditions, trends, and challenges for the 20-year planning period, the Village shall continue to implement specific strategies and policies to maintain and enhance the infrastructure, and plan for future demands such as:

- Continue conservation awareness campaigns and measures, and maintain the current or a lower level of service;
- Continue updating the water supply plan in conjunction with SFWMD's LEC plan;

- Evaluate future solid waste demand;
- Ensure stormwater is adequately addressed throughout the Village;
- Partner with Seacoast to provide clean and sanitary potable water and reclaimed water;
- Prepare for sea level rise; and
- Anticipate and plan for aging infrastructure.



Attractive and Environmentally Friendly Communities

Coastal Management
Conservation
Recreation and Open Space

Coastal Management

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

DATA AND ANALYSIS

The purpose of the Coastal Management Element is to plan, promote, manage and protect natural resources. It is important for the Village of North Palm Beach ("Village") to plan for development or redevelopment activities in ways which mitigate or otherwise lessen the disturbance of coastal resources. This Element addresses measures to protect human life and limit public expenditures in areas that are subject to destruction by natural disasters. The Element must be integrated with and consistent with the other Comprehensive Plan Elements to address the following over the next 10 and 20 years:

- Protection of coastal resources, including wildlife and natural ecosystems,
- Preserving resident quality of life,
- Increasing property resilience to natural disaster hazards,
- Maintaining public access to the waterways including recreational amenities,
- Maximizing economic benefits generated from tourism.

The Village contains many miles of natural and man-made waterways adjacent to both public and private lands. The 1950s canal system design created many waterfront properties with the Country Club, Village Hall and central commercial district along US Highway One separated from other areas entirely by bridges. This large central area is only accessible by two bridges on US Highway One and one bridge on Lighthouse Drive. With all Village waterfront properties developed, a management plan is necessary to ensure flood protections are in place as properties redevelop or seawalls replaced. Establishing regulations of the built environment in and around the waterways is vital to the resilience of the Village during natural disasters.

The data and analysis provided in this report offers the foundation and framework for updating and revising the Goals, Objectives, Policies of the Coastal Management Element of the Comprehensive Plan.

Coastal Planning Area (CPA)

The Federal Emergency Management Agency (FEMA) has established Flood Insurance Rate Maps (FIRMs) that specify the adjacent land elevation for all coastal areas around the United States to determine potential impact of a flooding event. The Village has numerous flood-prone properties identified on the FIRM maps (OCM- Map 4).

The Coastal High Hazard Area was established as an area particularly vulnerable to the effects of coastal flooding from tropical storm events, specifically the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Coastal High Hazard Area is identified in RCM-Map 2.

The Coastal Planning Area (CPA) is defined as a special planning area within the Village containing properties identified in the Coastal High Hazard Area and require additional planning, regulation, and monitoring for a sustainable future. It also

includes properties identified with a potential flood risk on the FIRM maps. Generally, all properties are located within a few hundred feet of a waterway, which covers almost 1,279 acres of the Village as shown in OCM- Map 2.

Coastal Flooding Barriers

The Village contains many types of natural areas near the waterways, including harbors, rivers, estuaries and waterways that are identified on RCM- Map 1. There are four (4) types of coastal barriers within the Village CPA that protect the built environment from flood hazards:

1. Beaches and Sand Dunes
2. Mangroves and other natural shorelines
3. Rip-rap and other manmade shorelines
4. Seawalls

Beaches and Sand Dunes

There are 18.6 acres of beach and dune areas located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the effort to provide access to the general public and also preserve the viability of the sand dunes structures for proper storm surge protection. Below is an image of the dune habitat on the north end of the state park.

Sand dunes are a coastal mound or ridge of unconsolidated sediments found along shorelines

with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora). The dunes range from a few feet above sea level to 20 feet tall. They are classified by the JDMBSP Management Plan as "good" in the northern area where some sections have eroded and "excellent" in the southern end where wider sections of dune habitat exist. Sand dune habitat has been enhanced at Lakeside Park over recent years to support natural erosion control of the beach at the Village owned park.

The principle threat to the beach and sand dune community is erosion caused by natural storm events. Periodic large-scale beach nourishment projects are regularly used in other areas to counteract the effects of erosion, but are rarely used in the State Park of Lakeside Park. Typical management activities to minimize erosion include planting of native dune vegetation, removal of exotic vegetation and establishing designated access trails as needed.

Mangroves and other natural shorelines

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine and estuarine shorelines. The dominant overstory will include red mangrove (*Rhizophora mangle*), black mangrove (*Avicennia germinans*), white mangrove (*Laguncularia racemosa*), and buttonwood (Conocarpus erectus).

On the western side of the beach dune habitat of JDMBSP, the estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate along the shoreline. When waves do occur during storm events, the mangroves bolster the shoreline from soil erosion and block storm surge from encroaching to upland areas. Though the trees can handle occasional wave action, consistent wake from boats within the Intracoastal Waterway, may eventually erode the shore and hinder ability for quality growth of the species.

Lake Worth Lagoon Management Plan has been established to monitor and assess the quality of the estuarine habitat outside of JDMBSP. Mangrove species preservation is of significant concern to Palm Beach County for maintaining fisheries, rookeries, water quality, and shorelines. In the north end, habitat is stable, with 55% of all mangrove habitat occurring within JDMBSP. Overall, mangrove habitat is increasing throughout the central and southern areas of the lagoon due to the development of 42 acres of artificial, intertidal islands that occurred between 2014 and 2020.

Rip-rap and other man-made shorelines

Rip-rap simply refers a pile of loose rock and other hard materials accumulated along the shore to prevent upland areas from erosion. They are typically provided in built environments dealing with more wave action than is found in a mangrove habitat.

Depending on the size of the aggregate, marine plant and animal species may use the crevices for shelter and habitat. The spaces behind the rock provide calmer water from wave action and hiding spaces from predators. In the Village of North Palm Beach, man-made shorelines of rip-rap are typically found along both banks of the Intracoastal Waterway and more natural vegetation, mixed with rip-rap, is typical of the banks of the Earman River. Both of these waterways have experienced erosion, which is specified in the attached Soil Erosion Map (OCON- Map 1).

Seawalls and bulkheads

Seawalls and bulkheads are defined as concrete, vinyl or metal structures placed vertically at the shoreline to block all wave action from upland areas. They are typically constructed in areas with consistent wave action and allow upland areas to be utilized

immediately adjacent to the waterways. Seawalls and bulkheads lack gaps and texture; therefore, few opportunities exist for native habitats to establish.

Almost all of the residential development within the man-made canals of the Village contain seawalls. Specific land development regulations have been created (Chapter 5, Article 3) to ensure that every new seawall is built above the mean high water line.

Land Uses

Waterway access is available from residential, commercial and public lands. Many of the residential properties along the water rely on the ability to construct docks and boatlifts for personal watercraft storage and use. Marinas additionally offer boat storage for residents that do not live on the water. There are both commercial and public boat ramps available to the residents of the Village, as specified on OCM-Map 3.

The public parks offer fishing, wildlife viewing and recreational swimming on various waterways around the Village. JDMBSP offers the only access to beaches and natural estuary habitats. Map RROS-Map 1 shows the location of the public parks within the Village CPA.

Infrastructure

The Village was designed with a swale system along all publicly maintained roadways. The swales are depressions in the land to collect runoff during a rain event and are sloped in a direction along the roadway to collect in inlets. Multiple inlets consolidate water to outfall pipes along the seawalls. The entire system is gravity fed and requires the water level of the final outfall point to be lower than the pipe. The system is owned

and maintained by the Village through funding provided via the Stormwater Management Utility's yearly ad valorem special assessment tax.

Seawalls where the outfall pipes are located are maintained by the Village through a drainage easement. The location varies, but many are located between two homes and tie into the privately owned and maintained seawalls behind single family homes. The effectiveness of the system relies on residents monitoring the movement of their seawalls to assess the need to bolster or reconstruct. The seawall construction standards established in the Code of Ordinances Chapter 5, Article 3 specify the height and materials based on the flood zone of the proposed seawall.

A Stormwater Master Plan has recently been completed by Hazen and Sawyer to analyze the existing stormwater system and identify improvements to enhance the functionality. The study's approach and methodology were based on developing a hydrologic and hydraulic model to simulate the Village's current and future stormwater infrastructure and operations under various conditions. The model's results, paired l

with knowledge regarding historical areas of flooding concern, including Village staff insights, were used to inform and direct the proposed capital improvements. The models even included sea level rise impacts to the system, in order to ensure the Village can properly identify future areas of concern. The plan proposes improvements to existing swales as well as installation of pumps in the event the gravity fed system is not handling the water efficiently.

The Village has provided funding for the completion of a vulnerability assessment for all Village facilities and property based on some of the findings in the Stormwater Master Plan and concerns over sea level rise, aging infrastructure, and new Florida Building Code standards.

Natural Disaster Planning

Natural disaster planning in the Coastal Planning Area involves all disasters, including hurricanes, tornadoes, floods, freezes and droughts. Due to the Village's geographic location, the emphasis is directed toward hurricane response, including hurricane preparation and evacuation, post-storm evaluation and clean up, and long-term post disaster redevelopment. As flooding is a key issue in the Village associated with these Natural Disasters and can cause serious damage and potential loss of life, the Village will continue to look for mechanisms to better monitor the "Peril of Flood" strategies as noted in F.S. 163.3178(2)(f).

Hurricanes are classified using the Saffir-Simpson scale as follows:

- Category 1 - Winds 74 to 95 mph;
- Category 2 - Winds 96 to 110 mph;
- Category 3 - Winds 111 to 129 mph;
- Category 4- Winds 130 to 156 mph; and
- Category 5 - Winds 157 mph or higher

The two largest impacts to the built environment from hurricanes are wind damage and storm surge. Generally, it is the wind that produces most of the property damage associated with hurricanes, while the greatest threat to life is from flooding and storm surge. Storm surge impacts are based on the category of the hurricane. Areas of impact from storm surge are depicted on OCM-Map 5.

Palm Beach County Division of Emergency Management ("Division") plans for natural disaster events through yearly training with the Village of North Palm Beach Public Works and Community Development staff as well as staff from 38 other County municipalities. The Division is also responsible for identifying evacuation routes away from the coastline, coordinating emergency medical services, providing news releases on infrastructure impacts, operation of emergency shelters and coordination of recovery efforts.

Prior to or during hurricanes, the Governor of the State of Florida has the authority to declare an area as an emergency disaster site and therefore, issue evacuation orders for residents of that region. Based on the size of the storm and level of emergency declaration, various zones have been established for evacuations to occur. The routes which residents are required to take have been established by Palm Beach County and are provided in the evacuation route map (OCM- Map 1).There are no emergency shelters established in the Village, but the closest shelter for residents is located at Palm Beach Gardens High School located at 4245 Holly Dr. Palm Beach Gardens, FL 33404. Post disaster recovery is another important tool required during natural disaster planning. The Village has a post-disaster recovery team established for the immediate identification of hazards such as downed powerlines and fallen trees. The Village Public Works and Fire Rescue Departments deploy crews to clear roads and check on homeowners impacted by flood or wind damage. Once the immediate dangers are mitigated, the Village staff will identify impacts to seawalls and other structures impacted by increased wave action and storm surge.

The Community Development Department will assess damages to both private and public structures. Expedited building permit issuance allows residents to make repairs to roofs, windows, and doors as quick as possible to allow them to safely remain in their homes. Additionally, emergency seawall repairs may be necessary to maintain the structural integrity of the land.

Flood Protection

The federal government, State of Florida and Village have regulations in place to mitigate the impacts of flooding events. Additionally, resources are available to compensate residents who suffer impacts to their property. The following programs have been established:

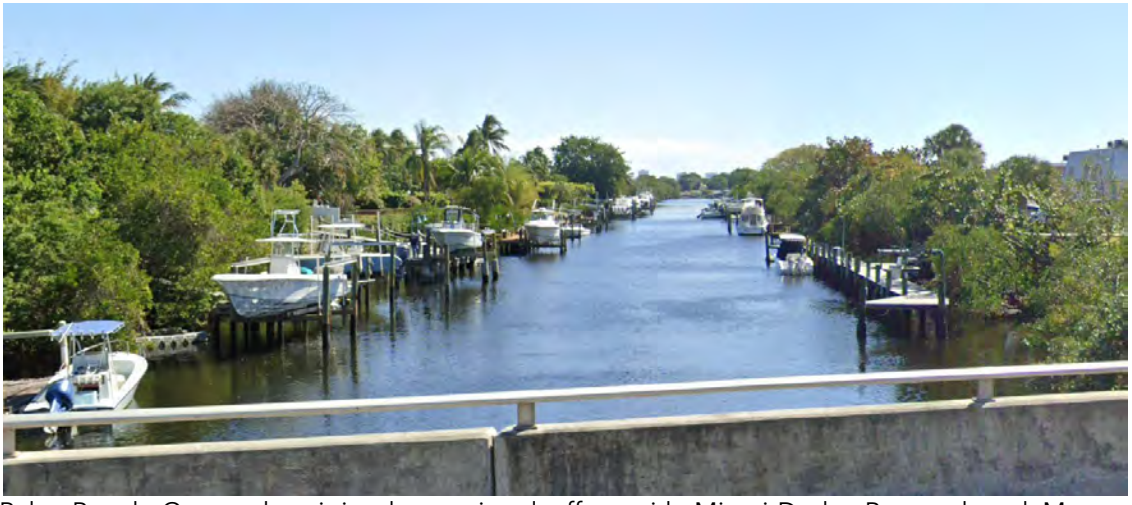
National Flood Insurance Program (NFIP). The U.S. Congress established the NFIP with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. Participation

in the NFIP is based on an agreement between communities and the Federal government. If a community adopts and enforces a floodplain management ordinance to reduce future flood risk to new construction in floodplains, the Federal government will make flood insurance available within the community as a financial protection against flood losses. This insurance is designed to provide an insurance alternative to disaster assistance to reduce the escalating costs of repairing damage caused by floods to buildings and their contents. The Village of North Palm Beach is a participant in the NFIP.

Community Rating System (CRS). The NFIP's CRS was implemented in 1990 as a program for recognizing and encouraging community floodplain management activities that exceed the minimum NFIP standards. The rating is given to municipalities based on various metrics to identify the infrastructure, regulations and recovery measures in place to mitigate flood impacts. The rating is given on a 1-10 scale, with 1 being the best score and residents receiving 45% reduction in flood insurance rates. The Village participates in the NFIP's CRS program, and has a 2023 CRS rating of 5. This rating enables North Palm Beach property owners to receive a 25% reduction in their NFIP rates. In addition, the Village is eligible to seek FEMA funds to be used to remedy flooding problems and will continue to participate in activities to comply with NFIP requirements.

Flood Protection Ordinance. In conformance with the requirements of the National Flood Insurance Program, the Village has adopted and enforced regulations governing development in special flood hazard zones through Chapter 12.5 of its Land Development Regulations (LDRs). The Village's LDRs include floodplain provisions and regulations related to buildings and structures, subdivisions, subdivision plats, site improvements, and utilities.

Sea Level Rise



Palm Beach County has joined a regional effort with Miami-Dade, Broward and Monroe Counties known as the South Florida Regional Climate Change Compact (“Compact”). The compact is defined as a “voluntary framework designed to align, guide and support the acceleration of local and regional climate action in Southeast

Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region." According to the Compact's 2019 report, sea levels were calculated to rise 10-17 inches by 2040 with the rate of increase accelerating every year. Warming oceans and melting ice sheets and glaciers are increasing the probability of damaging floods from storm surges.

Significant impacts have yet to be seen in many South Florida municipalities outside of king tides, therefore, it is challenging to receive constituent support for public investment in infrastructure or more stringent property development regulations. Many municipalities find difficulty in enacting regulations for the present based on projected impacts decades in the future. The Compact seeks to organize and expedite action items as a collective, with numerous governments providing support to each other.

There are various strategies worth considering by the Village elected officials and staff to address future impacts of sea level rise and mitigate its effects to the existing built environment.

Protection Strategies:

- Maintenance of existing seawalls, bulkheads, and dunes.
- Re-nourishment of beaches
- Protection of vegetated shorelines
- Adaptation Strategies:
- Floodproofing of new or existing buildings
- Use of fill to raise elevation of new or existing buildings
- Requirement of additional freeboard for new development
- Increase the building setbacks along the Lake Worth Lagoon or other waterways.
- Relocate vital infrastructure and public facilities to higher elevations.

Summary

The resilience of Village properties and structures during natural disasters are threatened by some factors outside of the Village's control: The loss of mangrove and seagrass habitat throughout the Lake Worth Lagoon, loss of dune stability within JDMBSP and Lakeside Park, failure of private seawalls, and control of exotic plant and animal species on private properties and adjacent municipalities.

The following recommendations are provided for the Village to consider when planning for future coastal resiliency and may be placed within the policies of the Coastal Management Element. The associated new or amended policy is provided for reference:

- Water quality monitoring and coordination with PBC and JDMBSP for enacting water quality projects within the Lake Worth Lagoon (Policy 2.4)
- Evaluation of seawall stability on public and private lands (Policy 9.4)
- Evaluation of exotic vegetation on public and private lands (Policy 6.3)

-
- Evaluate the impacts of flooding on existing residential lands. (Objective 10)
- Monitor the current stormwater systems effectiveness and home elevation levels in relation to FEMA FIRM map changes. (Policy 6.1)
- Support installation of living shorelines/ rip rap walls in lieu of seawalls, including oyster beds, to support water quality improvements and habitat restoration. (Policy 2.4)
- Analyze hazardous flood conditions and identify investment and regulation strategies for mitigation (Policy 9.1, 9.2, and 9.3).
- The Village should consider acquisition of at-risk lands as opportunities arise. (Policy 10.1)

Conservation

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8

DATA & ANALYSIS

INTRODUCTION

Section 163.3177(6)(d), Florida Statutes, requires local governments to include a Conservation Element providing for the conservation, use, and protection of natural resources within its Comprehensive Plan. The Village of North Palm Beach's (herein referred to as "Village") greatest asset is the miles of waterways permeating most of the neighborhoods. This element will address not only the requirements of the State Statute but also the coastal resiliency measures needed to build along the water.

Urban resiliency has become an important goal for many local governments with the onset of climate change impacts such as rising temperatures, extreme weather events like drought or storms, sea level rise, and large volume precipitation events. Proactive adaptation planning calls for an innovative approach which plans for ecological conditions of the future and characterizes changing conditions along the coast. Conserving existing coastal habitats or encouraging habitats to recuperate where they have been lost can be instrumental in lessening the effects of storm surge, algae bloom events and erosion.

This element has been divided into three (3) sections consistent with the State Statute requirements: Inventory of natural resources, standards for conservation, and current and projected needs for the next 10 years and 20 years.

INVENTORY AND STANDARDS OF CONSERVATION

Florida Statute163.3177 (6)(d), requires eleven (11) principles, guidelines and standards for conservation within each municipality. These standards help identify the government agency involved in regulations and establish the procedures, environmental quality and current impacts to each of the listed subsections. Each section addresses the inventory of natural resources within the category and then assess the needs for inclusion in Goals, Objectives and Policies of the Conservation element.

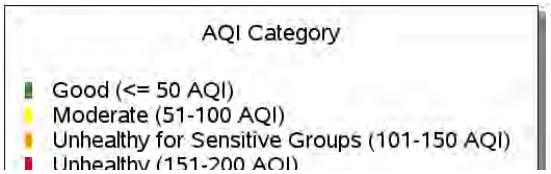
A. Air Quality

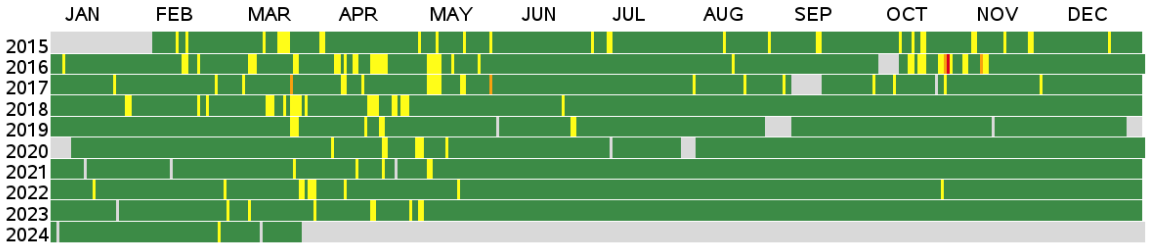
The data collection and protection of local air quality is delegated to multiple governing bodies. Federal, state and county governments all have a stake in the air quality within the Village of North Palm Beach.

At the state and local level, the Florida Department of Health, in Palm Beach County (FDH-PBC) is responsible for maintenance of air quality standards. This department reviews permits for facilities emitting pollutants, conducts inspections, controls open burning, monitors asbestos abatement, and provides technical assistance to residents with indoor air pollution.

ATTRACTIVE AND ENVIRONMENTALLY-FRIENDLY COMMUNITY

At the federal level, the Environmental Protection Agency (EPA) is responsible for the administration of the federal air quality standards and enforcement of the Clean Air Act of 1970. The EPA monitors all harmful substances such as carbon monoxide, sulfur dioxide, total suspended particulates, nitrogen dioxide, ozone, and lead via four (4) air quality collection stations throughout Palm Beach County. Below is the data over the last 10 years at the Lantana station (the closest to the Village). The data is ranked according to the Air Quality Index (AQI) which identifies the overall level of harmful pollutants. Over this period, there are occasional levels of "moderate" or "unhealthy for sensitive groups" days, but the vast majority of days are "good".





Link: https://www.epa.gov/outdoor-air-quality-data/air-data-multiyear-tile-plot

The Village has the ability to assist in ensuring adequate air quality for future generations by supporting various initiatives and programs to reduce the level of local air pollutants. Best Management Practices (BMPs) specified by the EPA and FDH-PBC support the regulation of open air burning, the installation of indoor carbon monoxide detectors, the reduction in individual vehicles emissions, and the encouragement of public transportation options. FDH-PBC has created the Pollution Prevention (P2) Coalition which seeks feedback from various industry representatives from agriculture, to industrial, waste management and power production to identify areas in which individual organizations can reduce emissions at the source and make a substantial impact to the local air quality.

The State of Florida Administrative Code (FAC 62-252.300) requires that all gas stations have a vapor recovery system to reduce the amount of gasoline vapors escaping into the air. Yearly certification of pumps by the Florida Department of Agriculture ensures they are compliant with the requirements. The Village Conservation Policy 1.5 states that the Village will participate in the county wide effort to require the systems and encourage monitoring. Because the State of Florida requires vapor recovery systems to get the pump certified, this policy is no longer needed.

Needs: The Village should develop a working relationship with FDH-PBC to stay up to date on regulations and air quality requirements. Additionally, the Village should implement reduction of greenhouse gas emissions in Village operations, support residents driving less, and identify best management practices for maintaining good air quality.

B. Water Resources

This section is divided between two broad categories: surface and ground water. The surface waters include the Lake Worth Lagoon estuary, Atlantic Ocean, Intracoastal Waterway (ICW), C-17 Canal, residential canals and various drainage ponds. The ground water resources include the Floridan Aquifer and the Surficial Aquifer. Because most of these water resources extend far beyond the municipal limits of the Village, management responsibilities are shared with neighboring municipalities and Palm Beach County.

Surface

John D. MacArthur Beach State Park (JDMBSP) monitors and manages the Atlantic Ocean and the eastern half of the Lake Worth Lagoon within the Village's municipal limits. The State Park Management Plan specifies the habitat resources, water quality and restoration efforts along the beaches and Lagoon. Palm Beach County, the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD) provide various regulations, monitoring stations and planning efforts to regulate water quality within the navigable waterways of the Village.

The Lake Worth Lagoon Management Plan was created by Palm Beach County Environmental Resources Management Department (PBC-ERM) in July 2021 to evaluate the entire Lake Worth Lagoon and plan for its future. In terms of water quality trends, the level of pollutants has decreased over the entire Lagoon, though it varies by location. There are three (3) major points of freshwater discharge into the Lagoon. The first is the C-51 Canal, between West Palm Beach and Lake Worth Beach which contributed to the most pollution. The second is the C-17 canal, also known as the Earman River, which outflows run off from industrial areas in West Palm Beach, Riviera and Lake Park before exiting to the Lagoon north of Northlake Blvd. The third is the C-16 canal collecting runoff from residential areas in Boynton Beach.

Monitoring stations are located around Munyon Island, the ICW and C-17 Canal to identify various levels of toxins and turbidity. The data is then used by the Village to satisfy the requirements of the National Pollutant Discharge Elimination System (NPDES) operated by FDEP. The Village is held accountable for the

quality of the waterways and monitors all development activities near the water for compliance with required pollution levels.

Village of North Palm Beach has established a fertilizer friendly ordinance, specified in Chapter 27, Article IV of the Village Code of Ordinances. The Village should continue to encourage the reduction in residential use of fertilizers during the wet season to reduce runoff to the waterways.

The Boats can also affect the water quality with gas and oil leaks, sewage discharge, and littering. Though sometimes difficult to enforce, the Village Police Department monitors the waterways for violations related to overt pollution acts by a vessel. Additionally, the Village restricts live-aboard boats, which will consistently discharge sewage to the waterways if not moved.

Ground

Seacoast Utility Authority (SUA) is the potable water and sewer provider for all properties within the municipal limits of the Village. SUA creates a water supply plan, as required by Florida Statute Section 163.3177(6)(c) 3, in conjunction with the SFWMD every 5 years to address the changes in demand and supply. The Village is currently in the process of updating its water supply plan in coordination with the recently adopted updates to the SFWMD data from 2023.

Wellfield protection zones have been established by Palm Beach County in areas near water intake wells as set forth in Article 14.B.6 of the County Unified Land Development Code. The Environment Resource Management Department has specified uses that are

permitted within four (4) zones at varying distances to the wells and reviews all new land uses within these areas.

The zones have been mapped based upon travel time contours and one-foot drawdown contours. They are generated using a contaminant transport computer model that simulates pollutant movement using particles released around wells.

Zone one (1) is identified as the land between the well and a contour of 30 day travel time, Zone two (2) is between 30 day and 210 days, Zone three (3) is 210 days to 500 days and Zone four (4) is over 500 days, but within the one-foot drawdown.

All new development requires permitting and subsequent monitoring for compliance through Palm Beach County. SUA operates a water intake and treatment facility to the immediate west of the Village's municipal limits, but there are no intake wells within municipal limits. Many properties between Prosperity Farms Rd and Alternate A1A are within Zone four (4). Only properties on the west side of Alternate A1A are located within Zones Two and Three. A wellfield protection zone map has been created for reference (RCON-Map 1)

Needs: The Village should work with SUA to analyze potential pollutant discharges from underground tanks, sewage lines, and gas lines throughout the Village. All pollution measurements should be taken to identify sources, and then restrict them through regulation. Residential lawn pesticides and fertilizers, as well as stormwater runoff from pools and patios result in higher levels of pollutants. Educational efforts to residents, as well as increased regulations and monitoring are supported. The Lake Worth Lagoon Management Plan specifies the creation of stakeholder groups, increased monitoring of water quality and establishing BMPs to better the quality of the waterways.

C. Emergency Conservation of Water Resources

The South Florida Water Management District Water Shortage Plan has been created for the planning of potential impacts to the water supply in times of drought, infrastructure losses or other natural disasters. The Village will be required to follow the Water Shortage Plan, as well as direction from SUA as the water utility provider, in times of emergency.

D. ***Conserve Soils***

The United States Geological Survey maintains data on the underlying soils of the Village as reflected in RCON-Map 2 attached. The developed area of the Village is mainly comprised of Arents (40%), Quartzipsamments (22%), and Basinger (11%), with smaller pockets of various other soil types, including muck and tidal soils within MacArthur State Park.

Erosion Factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Generally, east of Prosperity Farms road, the soils have a K-Factor of 0.02, the lowest score possible. The Basinger soils to the west of Prosperity Farms Rd. have a slightly higher erosion factor of 0.05. Though erosion levels of the soil, type is low, shorelines and elevation changes will erode during storm events. The banks of the Earman River are much high than the water level. Where there are not mature plant, material to keep the banks stabilized, erosion has been identified to varying degrees. Lakeside Park often sees erosion of the natural shoreline after storm events and the Village has recently bolstered the dune with native grasses. A map has been created to identify the areas of erosion, OCON-Map 1.

No commercially valuable minerals are being mined or extracted in the North Palm Beach Planning Area. Some concentrations of coquina, dolomite, and sand exist below the surface but are located in developed areas.

Needs: The Village should continue to identify the hazards involved with soil erosion near the waterways. Though there is not much terrain or soils with high K factors, storm events can erode seawalls and embankments. There are no significant mining or agricultural operations within the Village limits that would diminish soil quality over the long term.

E. ***Wildlife Habitats***

The only areas of natural habitat are located within the JDMBSP and the waterways. The JDMBSP management plan lists the following endangered species within its boundaries:

<u>Reptiles</u>

- Loggerhead sea turtle (Caretta caretta)
- Green sea turtle (Chelonia mydas)
- Leatherback sea turtle (Dermochelys coriacea)
- Gopher Tortoise (Gopherus polyphemus)

<u>Mammals</u>

- Florida Manatee (Trichechus manatus latirostris)

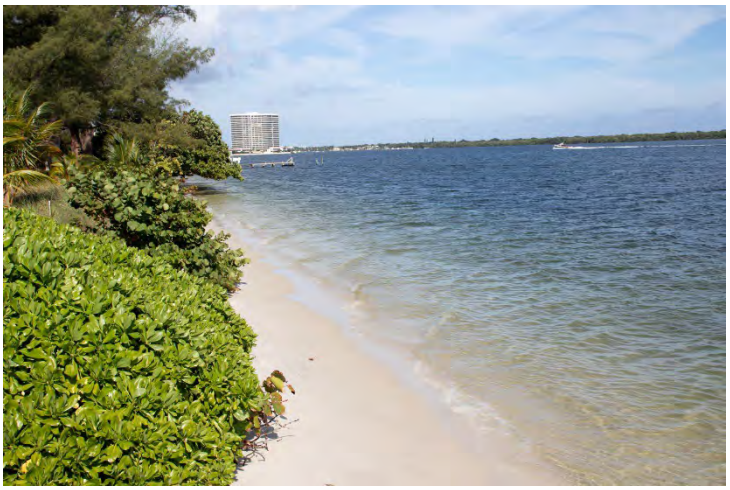
<u>Birds</u>

- Woodstork (Mycteria american

- Piping plover (Charadrius melodus)
- Little blue heron (Egretta caerulea)
- Reddish egret (Egretta rufescens)
- Snowy egret (Egretta thula)
- Tricolored heron (Egretta tricolor)
- Swallow-tailed kite (Elanoides forficatus)
- White ibis (Eudocimus albus)
- Merlin (Falco columbarius)
- Peregrine falcon (Falco peregrinus)
- Southern bald eagle (Haliaeetus leucocephalus)
- Worm-eating warbler (Helmitheros vermivorus)
- Osprey (Pandion haliaetus)
- Brown pelican (Pelecanus occidentalis)
- Black skimmer (Rynchops niger)
- American redstart (Setophaga ruticilla)
- Least tern (Sterna antillarum)

Fish

- Mangrove rivulus (Rivulus marmoratus)



The Village should support the continued designation of Manatee Protection Zones in the ICW and surrounding waters and the posting of manatee warning signs informing boaters that this species may be present. There are two State established Manatee Protection Zones that make up the waters of the Lake Worth Lagoon which require boaters to operate at lower speeds. These zones are defined in Chapter 68C-22.009, Florida Administrative Code. The Village is frequently used by the Florida Fish and Wildlife Conservation Commission and other agencies as an area for rehabilitated manatees to be released back into the wild.

There are six imperiled plants found within the Village limits, according to the JDMBSP Management Plan:

1. Golden leather fern (Acrostichum aureum)
2. Sea lavender (Argusia gnaphalodes)

3. Johnson's seagrass (Halophila johnsonii)
4. Burrowing four-o'clock (Okenia hypogaea)
5. Hand Fern (Ophioglossum palmatum)

Needs: Although the Village does not own and operate any natural area, many of the listed species of concern above will travel throughout the area and roost on the golf course or wade in the retention ponds. The Village should evaluate all potential locations of nesting birds, gopher tortoise burrows, or endangered plants on Village property and support their survival. All new development and redevelopment of existing properties should incorporate native plant materials to serve as habitat for native species.

F. ***Natural Areas***

There are no natural areas within the municipal limits owned and maintained by the Village, but a significant area of JDMBSP is comprised of maritime hammock, beach dune, and mangrove swamp habitats that are preserved by the State of Florida and designated as Conservation on the Village's Future land use RFLU-Map 1.

Beaches and Sand Dunes

All of the 18.6 acres of beach and dune areas are located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the goal of establishing processes for providing access to the general public while also preserving the viability of the sand dunes for storm surge protection.

Beach dune is a coastal mound or ridge of unconsolidated sediments found along shorelines with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora).

The dunes range from a few feet above sea level to 20 feet tall. They are classified by the JDMBSP Master Plan as good in the northern area

where some sections have eroded and excellent in the southern end where wider sections of dune habitat exist.

Maritime Hammock

Maritime hammock is a coastal evergreen hardwood forest occurring in narrow bands along stabilized coastal dunes. Canopy species will typically consist of live oak (Quercus virginiana), red bay (Persea borbonia), and cabbage palm (Sabal palmetto). The canopy will typically be dense and often salt spray pruned. Understory species may consist of yaupon holly (Ilex vomitoria), saw palmetto (Serenoa repens), and/or wax myrtle (Myrica cerifera). Herbaceous groundcover will be very sparse or absent.Mangrove Swamp

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine, and estuarine shorelines. The dominant overstory will include red mangrove (Rhizophora mangle), black mangrove (Avicennia germinans), white mangrove (Laguncularia racemosa), and buttonwood (Conocarpus erectus).

The estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate. The majority of this habitat is found within JDMBSP, but there are several instances of small mangrove clusters, such as the south shore of Anchorage Park along the Earman River.

G. *Local Government cooperation*

The Lake Worth Lagoon is the only natural resource shared by other local municipalities and requires similar regulations to preserve the ecosystem and environmental benefits. The Lagoon is approximately 20 miles long. Palm Beach County coordinates the Lake Worth Lagoon Management Plan, last updated in July of 2021. The Plan seeks to connect stakeholders, initiate best management practices, monitor pollutant sources, and manage freshwater inflows. The Village should continue to support actions specified in the Lagoon Management Plan, especially as they relate to Village owned properties by encouraging the planting native of vegetation and restoring habitat where feasible.

H. Environmentally Sensitive Lands

There are no environmentally sensitive lands owned by the Village, but JMDBSP lands have a conservation designation according to the Future Land Use Map and have been identified on the Bays, Harbor, Rivers, Estuaries and Drainage Basins Map (RCM-MAP 1). Within the Lake Worth Lagoon, seagrass habitat has been destroyed by boat traffic and dredging over many years. Seagrass is one of the main food sources for manatees and a stable supply is crucial for their population survival. Additionally, seagrasses are effective in removing pollutants and excess nutrients from the water. The Lake Worth Lagoon Management Plan has established seagrass monitoring locations to assess the stability of the habitat. The latest management plan reported slightly declining seagrass areas over the period of 2013 to 2018.

FDEP has established dredging and development rules in 62-330, Florida Administrative Code. All proposed private and commercial docks shall submit a request to FDEP staff to analyze impacts to the existing seagrass beds. Each permit is reviewed on a case-by-case basis to allow marine vessel access to an upland property, while preserving the maximum amount of seagrass.

I. Hazardous Waste

FDH-PBC Hazardous Waste Program provides services to protect the citizens and visitors of Palm Beach County from adverse health effects attributable to improper generation and disposal of hazardous waste. Waste is classified as hazardous waste if it is specifically listed by EPA, or if the waste exhibits one or more of the following characteristics: ignitability, corrosiveness, reactivity, or toxicity. This program provides oversight of the generation and management of hazardous waste in Palm Beach County. Commercial facilities such as automotive body and repair shops, dry cleaners, laboratories, and hospitals generating hazardous waste are inspected for compliance and permitted through the County.

	Business	Owner	Address	Remediation Status
Dry Cleaners	L & M Dry Cleaners	John D Bols Separate Property Trust	210 US Highway 1	Open
	Sun Cleaners	Crystal Cove Commons, LLC	1201 US Highway 1	Hold
Automobile Service Station	Rocket Fuel	Izquierdos, LLC	100 US Highway 1	Active
	Mobile 1 Lube Express	Surfside Realty Group	9012 Alternate A1A	Active
	North Palm Beach Public Works	Village of North Palm Beach	645 Prosperity Farms Rd	Active
	Wheel Inn Seventy Six	Benjamin Private School, Inc.	11011 US Highway 1	Active

Source: Florida Department of Environmental Protection

There are no superfund sites within the municipal limits of North Palm Beach, but there are six (6) sites identified by FDEP as active in remediation efforts of various contaminants discharged on the property. The properties include two (2) dry cleaners and four (4) are automobile service stations. The properties deemed "active" are annually monitored by FDEP to confirm on-going compliance to a site that had previous violations. The "open" status means actions are currently being taken to remediate a contaminant.

J. Wetlands

There are no freshwater wetlands within the municipal limits according to the SFWMD, but there are three mangrove swamps established with a conservation easement: 1) The tidal waters of the Sanctuary Cove Apartments (1000 Sanctuary Cove Dr), 2) an easement encompassing the south shoreline of Anchorage Park; 3) the entirety of JDMBSP.

K. Land uses

The Village has established a Conservation land use category that applies only to the JDMBSP. The intent of this land use category is to conserve or protect natural resources of environmental quality. The following uses are permitted within this land use category:

1. Passive recreation;
2. Flood control;
3. Protection of quality or quantity of ground water or surface water;
4. Floodplain management;
5. Fisheries management;
6. Protection of vegetative community or wildlife habitats;
7. Residential and administrative buildings for the protection of the OS district;
8. Single-family dwellings with accessory buildings customarily incidental thereto.

All other future land uses allocate density and intensity to parcels of land. The Village should seek to locate compatible land uses adjacent to natural areas, parks and areas with potentially sensitive species. Uses such as gas stations, concrete plants, and industrial storage facilities known to cause environmental impacts should be restricted to areas away from Wellfield Protection Zones and waterways as much as feasible.

ANALYSIS AND RECOMMENDATIONS

The following categories have been provided as a summary of the recommended additions to operations or policies within the Village of North Palm Beach:

Protecting Air Quality-

- Eliminate open air burning, including yard waste and trash;
- Encourage reduction of fossil fuels in all Village operations;
- Coordination with other municipalities and government agencies, including FDH-PBC, to reduce airborne particulates within Village limits.

Protecting Water quality-

- Work with Palm Beach County to enact the recommendations of the Lake Worth Lagoon management Plan;
- Monitor the Village's stormwater system and enact updates in accordance with the stormwater master plan.
- Contribute to the NPDES reporting and reduction of pollutants in the waterways;
- Encourage less fertilizer usage from residential and village facilities along waterways.

Protection of Soils-

- Discourage harmful land uses that could cause chemical leaks and other hazardous spills;
- Aid PBC ERM in monitoring uses within wellfield protection zones;
- Enact erosion control measures along Village shorelines.

Protection of Habitat-

- Continue to support the environmental education and habitat management programs at John D MacArthur Beach State Park;
- Support the increase of seagrass populations by limiting dredging and development within known areas;
- Support the efforts of the Lagoon Management Plan where feasible;
- Encourage slow speeds for manatees throughout the Village waterways;
- Planting of native species for habitat restoration on Village properties

Overall development patterns-

- Discourage incompatible land uses near the waterways and wellfield zones;
- Monitor potential hazardous waste sites;
- Encourage natural area preservation, as opportunities arise, during the entitlement process for all development.

Recreation and Open Space

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities Element 9

DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach ("Village") was established in 1956 as an award winning master-planned community, containing three neighborhood parks within single family neighborhoods. By 1963, the municipal golf course was established and over the decades, additional facilities have been included to further bolster the quality of life for the residents of the Village.

The recreational facilities owned and operated by the Village currently total 198 acres, including the Community Center, the North Palm Beach Country Club, and Anchorage, Lakeside and Osborne parks. Forty-seven (47) acres are maintained by the Leisure Services Department which was created in 2022 as a combination of the Library and Parks & Recreation Departments. The Leisure Services Department is funded entirely by the general fund, generated from taxes and service fees levied by the Village. Grant funding is available for specific maintenance and facility upgrades but varies by year. For fiscal year 2023, Leisure Services expended $2,893,594.

The North Palm Beach County Club totals 151 acres and is a publicly accessible golf course owned and operated by the Village. The Country Club Department maintains the 18-hole golf course, clubhouse, community pool and tennis center. Funding is entirely through user fees, memberships and sales of food and equipment at the clubhouse.

The Village's advantageous location along the Intracoastal Waterway and the Lake Worth Lagoon provides many opportunities for residents to participate in the outdoors and experience the tropical climate of South Florida. Many of the Village's facilities lie along the waterways with access to swimming, fishing, boating and wildlife viewing contributing to the Village's motto, "the best place to live under the sun".

INVENTORY OF RECREATION AND OPEN SPACE FACILITIES

The following inventory of parks, open spaces, and recreation facilities is prepared in compliance with state requirements (Florida Statute 163.3177). The Village's classifications are comparable to both Palm Beach County and the State of Florida classifications for open space and recreation, and provide for the necessary modifications tailored to the unique features of the community and the Leisure Services Department's operations. The Recreation and Open Space Element of the Palm Beach County Comprehensive Plan was most recently updated by way of Ordinance Number 2012-22, effective 08/31/12. The element recognizes four (4)categories of public recreation: Countywide(Regional, Beach and District), Local-Level(Community and Neighborhood), Open Space, an d Recreational & Cultural.

The Village of North Palm Beach maintains a variety of recreation opportunities over 198 acres of park land located within the Village. The Village's parks and recreational facilities consist of athletic fields, community centers, parks & open spaces, playgrounds, beaches, a community garden and waterway access for boating and fishing. RROS-Map 1 reflects the location of all public recreation and open space facilities in the Village. The following inventory of the existing Village facilities are categorized into four (4) sections (Parklets, Neighborhood & Community Parks, Regional Parks, and Other) ranging in level of services provided and number of patrons anticipated to be served as well as level of Village involvement in managing the services. All property sizes were provided by the Palm Beach County Property Appraiser.

1. Parklets

Parklets are generally defined as facilities less than one (1) acre in size and provide a basic level of service with passive recreational activities. Typically located within residential neighborhoods to serve the immediate residents, these facilities may be maintained by the Village or private entities, but open to the general public. There are no active recreational uses, but they serve as green spaces to sit or walk within. There are currently two (2) properties within the Village that operate as a parklet: Prosperity Village Open Space and Monet Road Open Space. Prosperity Village Open Space contains a bench while Monet Road Park has no definable facilities.

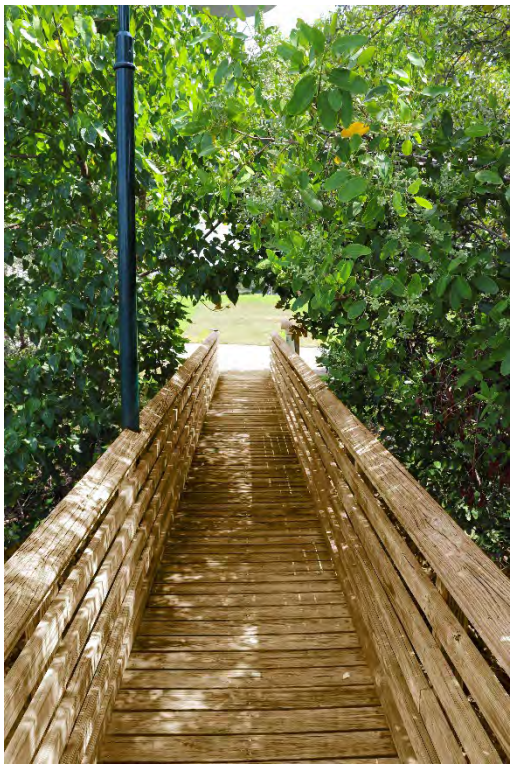
Both properties are further specified in Table ROS-1 below:

Table ROS-1

Open Space	Acreage	Benches
Prosperity Village	0.07	1
Monet Road	0.15	--
Total	**0.22**	**1**

2. Neighborhood and Community Parks

Neighborhood and Community Parks are defined as facilities over one (1) acre in size and are located along collector roads with parking areas to capture a larger portion of the population than persons residing in the immediate vicinity. These properties may have athletic fields for organized sports as well as restrooms. They will typically serve a larger neighborhood or multiple small neighborhoods. All operations are open to the general public and maintained by the Village of North Palm Beach. There are currently six (6) facilities that meet the definition of Neighborhood & Community Parks, including the Country Club pool and tennis facilities used by residents daily and operate similarly to the other neighborhood and community parks.



ATTRACTIVE & ENVIRONMENTALLY FRIENDLY COMMUNITY

Table ROS-2 specifies the amenities at each park facility. Clarification of some of the categories is provided as follows. All courts are outdoor. The Swimming Pool is accessible for an entrance fee. Memorials are defined as having a plaque, small plaza, bench and flagpole. Indoor Multipurpose Space is defined as a room available for use for indoor sports, exercise classes, or organized events. The Community Center has wooden court flooring that can be used for various sports such as, but not limited to indoor basketball , volleyball, and badminton. The facilities at Anchorage Park and Osborne Park are much smaller and geared towards group classes and activities. Trails may be mulched or paved and can include fitness equipment.

Table ROS-2

Facility	Acreage	Playground	Tennis Court	Basketball Court	Volleyball Court	Soccer/ Football Field	Baseball/ Softball Field	Swimming Pool	Boat Ramp/ Kayak Launch	Fishing Dock
Anchorage Park	21.5	1	2	--	4	--	1	--	1	2
Lakeside Park	5.7	1	--	1	1	--	--	--	--	1
Osborne Park	6.9	1	--	1	--	--	2	--	--	--
Veterans Park	0.4	--	--	--	--	--	--	--	--	--
Community Center	12.7	1	--	3	1	3	1	--	--	--
Country Club Tennis and Pool	6.0	1	10	--	--	--	--	1	--	--
Total	**53.2**	**5**	**12**	**5**	**6**	**3**	**4**	**1**	**1**	**3**

Facility	Memorial	Dog run	Pavilion	Community Garden	Batting Cage	Racquetball/ handball	Indoor Multipurpose space	Ampitheater	Restrooms	Trails
Anchorage Park	--	3	9	--	--	--	1	--	2	1
Lakeside Park	--	--	2	--	--	--	--	--	--	1
Osborne Park	1	--	2	1	2	6	1	--	2	--
Veterans Park	1	--	--	--	--	--	--	1	--	--
Community Center	--	--	1	--	--	--	1	--	3	1
Country Club Tennis and Pool	--	--	2	--	--	--	--	--	2	--
Total	**2**	**3**	**16**	**1**	**2**	**6**	**3**	**1**	**9**	**3**

3. Regional Facilities

Regional facilities are defined as facilities over ten (10) acres in size and serving a as a destination for residents of Northern Palm Beach County. Though these types of parks typically contain large athletic fields, or nature trails, the Village's single Regional Facility is the North Palm Beach Country Club. The 18-hole golf course is owned by the Village and operated by the Country Club Department with paid entry to the general public. Near the golf course is a practice putting green, chipping green and driving range. Players also have access to a pro-shop and locker rooms. Reduced fees to use the course are available to residents and individuals with memberships. The clubhouse was rebuilt in 2019, after over 60 years in operation. The new building includes a restaurant and event venue overlooking the golf course.

Table ROS-3

Facilities	Acreage	Golf Course	Trails	Restaurant	Restrooms
North Palm Beach Country Club	144.9	1	1	1	3
Total	**144.9**	**1**	**1**	**1**	**3**

4. Other Parks

John D. MacArthur Beach State Park (JDMBSP) is the only public recreational facility within the municipal limits of North Palm Beach, not operated by the Village. Though similar to a Regional Facility, serving as a destination for residents of northern Palm Beach County, JDMBSP receives separate funding and is regulated by the State of Florida. The Florida Department of Environmental Protection created a John D. MacArthur Beach State Park Management Plan ("Management Plan"), last updated on August 26, 2020. The Management Plan establishes an inventory of habitat and facilities, specifies programs for habitat preservation and public outreach, and outlines upgrades to facilities over time. There is an individual entrance fee for the general public. Memberships to all of Florida State Parks are available as well. Table ROS-4 specifies the many unique amenities offered in the park, including a nature center, kayak & paddleboard rentals, nature trails and beach access.

Table ROS-4

Facilities	Acreage	Playground	Swimming-open water	Boat Ramp	Fishing	Kayak/ Paddleboard	Trails	Pavilion	Restrooms
John D. McArthur Beach State Park	436.39	1	1	2	3	1	5	8	5
Total	**436.39**	**1**	**1**	**2**	**3**	**1**	**5**	**8**	**5**

OTHER RECREATIONAL FACILITIES

Schools

There are three (3) schools with athletic facilities within the municipal limits of the Village of North Palm Beach as reflected on the Schools Map (RROS-Map 2). The Conservatory School is the only public school, serving students in kindergarten through 8th grade. St. Clare Catholic School and the Benjamin School are both private, serving students in Pre-K-3 to 8th grade and kindergarten to 8th grade respectively. There is currently an agreement only with the Conservatory School for mutual usage of their facilities. Agreements are common between local governments and the Palm Beach County School District, but less common with private schools. The indoor gymnasiums specified in the table are similar to the Village Community Center Indoor multipurpose space, which may include basketball, volleyball, etc. The basketball courts column is specifically limited to those provided outdoors. Where multiple playgrounds are provided, they are for different age groups.

Table ROS-5

Facility	Acreage	Playground	Indoor Gymnasium	Basketball court	Soccer/ Football field	Baseball/ Softball field
Conservatory School (Public K-8)	9.9	2	1	2	--	1
The Benjamin School (Private, K-8)	14.7	2	1	3	1	--
St. Clare Catholic School (Private PreK-8)	15.9	1	1	2	1	1

Private- Residential

Private recreation is defined as recreational facilities provided by independent residential developments. Many citizens have their recreational needs met in their neighborhood by private recreation amenities. An awareness of private recreational supply is a meaningful consideration to public recreational planning and service delivery. It should also be noted that the Village is supportive of these private facilities.

Streets and Sidewalks

Sidewalks provide a commonly used, but often forgotten, recreational amenity to most of the residents. All of the single family neighborhoods have sidewalks provided along at least one side of the street. Pedestrian accessibility is key to providing accessible parks and recreation facilities. If provided within the public right-of-way, the Village ensures the sidewalks are cleared of debris and, unimpeded by vehicles, and fixes cracks from adjacent trees. Though the street edges are designed as swales for stormwater drainage, certain species of trees are permitted and provide beneficial shade to pedestrians. The full list of allowed trees, subject to locational approval by the Public Works Director, is available in Section 27-18 of the Village Code of Ordinances.

Waterways

North Palm Beach was designed to provide waterway access to as many residents as possible, whether they live on the water or near it. Lakeside Park, Anchorage Park, the Golf Course, and JDMBSP all front a different waterbody with varying levels of usability. Lakeside Park has a beach, but no swimming or boat launching. Anchorage Park has boat launching for motorized vessels, kayaks and the North Palm Beach rowing club with a fishing dock.

Though the Village maintains the residential canals through various dredging efforts, individuals are allowed to clear the area around a mooring location immediately adjacent to their property, subject to applicable local, state and federal laws. The Intracoastal Waterway main channel is maintained by the Florida Inland Navigation District. The Lake Worth Lagoon is monitored for various water quality metrics and habitat conditions by the State of Florida within JDBMSP and by Palm Beach County elsewhere. The Earman River is maintained by South Florida Water Management District for stormwater control. Through this intergovernmental joint effort in maintenance, the waterways are navigable, clear of debris and monitored for safe usage by the general public.

EXISTING CONDITIONS

The Village currently maintains 198.1 acres of neighborhood and community parks as well as the North Palm Beach Country Club (Table ROS-6). With 12,862 residents estimated in 2022 per Palm Beach County Planning Division, there is a current ratio of 15.4 acres of park lands per 1000 residents. An overall list is provided below.

Table ROS-6

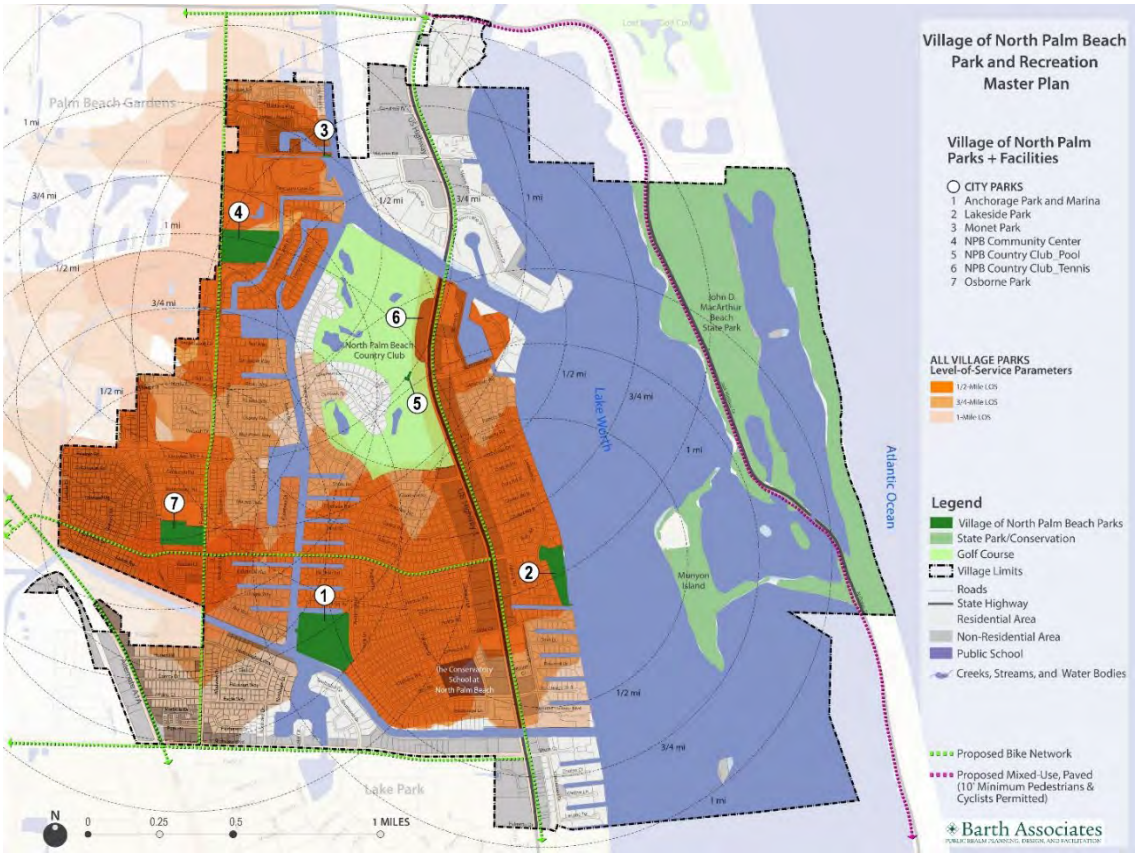
Facilities	Acreage
Anchorage Park	20.6
Lakeside Park	7.0
Osborne Park	6.9
Community Center	12.7
Veterans Park	0.4
Country Club Tennis and Pool	5.2
North Palm Beach Country Club	145.7
Total	**198.5**

A needs assessment was completed in 2021 by Barth Associates to identify existing facilities and potential expansion of services. An online survey was sent out to all residents with 751 participating. Additionally, interviews and focus group meetings were conducted with 61 participants. The findings were presented to the Village Council on November 18, 2021. The following information has been taken from the needs assessment.

The existing Level of Service (LOS) for the Village was established as the ratio of all public park spaces (minus the golf course) per 1,000 residents (using 2020 census data). The LOS was identified as 4.4 acres per 1000 residents. It was noted the National Recreation and Parks Association (NRPA) has established a median benchmark of municipalities at 6.8 acres per 1,000 residents making the Village deficient by 2.4 acres per 1,000. Map 1, below, was provided as part of the needs assessment to specify the location of all neighborhood parks (dark green). The traveling distance for residents to access neighborhood and community parks is specified in orange. The dark orange areas have sufficient access to a local park, while the light orange areas would have to travel over one-half mile. The deficient properties are located south of the Earman River and north of the Intracoastal Waterway, but many of these are multifamily residential communities with private recreational facilities.

ATTRACTIVE & ENVIRONMENTALLY FRIENDLY COMMUNITY

Map 1



There were 4 key recommendations provided by the needs assessment: Create a bicycle and pedestrian master plan to better connect facilities, increase certain amenities per the survey of residents, further maintain the parks by upgrading structures, and provide special events.

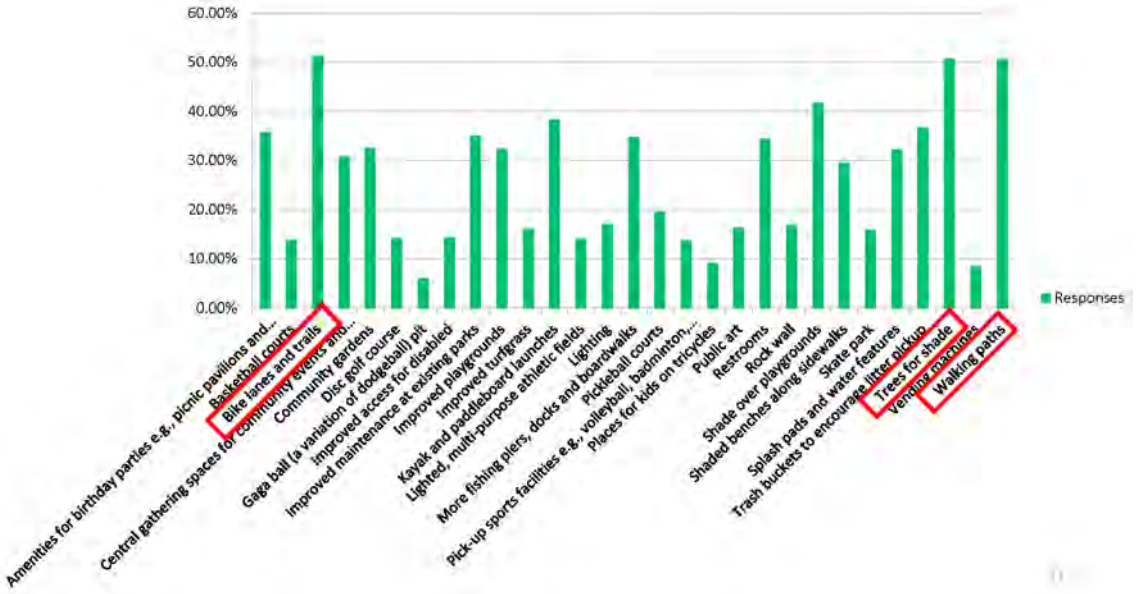
1. Bicycle and Pedestrian Master Plan

Sidewalks have been provided on both sides of all Village residential streets as required in the initial design of the Village. Some streets that were annexed into the Village have gaps in connectivity as well as sidewalk widths that could be expanded to better accommodate the public. A pedestrian master plan was recommended within the needs assessment to identify the gaps and plan for future development. Map 1 identifies the major thoroughfares (green lines) that could be improved to accommodate a bike network to connect neighborhoods and community facilities.

2. On-line Survey

The online survey of residents was conducted through outreach on social media, the website and the Village newsletter yielding 751 participants. Table ROS-7 shows the results of the survey with bike trails and walking paths highlighted as the top two responses necessitating the creation of the bicycle and pedestrian master plan. Also highlighted is the addition of shade trees and shade structures over playgrounds. Below are the results of the survey which listed potential overall improvements to the Village's parks. The residents checked all that they supported.

Table ROS-7



Responses were also collected to identify improvements needed in five (5) specific parks owned and operated by the Village. The top response for Anchorage Park, Osborne Park and the Community Center was the addition of shade trees. The top result for Lakeside Park was the desire for a restroom facility and the top result for the Country Club was to have discounted entry fees for residents. See Table ROS-8 below for the entire list of results.

Table ROS-8

Survey Results- Top 5 Park Improvements					
	AnchoragePark	**Osborne Park**	**Lakeside park**	**Counry Club Tennis and Pool**	**Community Center**
1	Trees for Shade	Trees for Shade	Restrooms	Discounts for residents	Trees for Shade
2	Improved playground with shade	Walking paths	Additional parking	food-truck nights	Improved playground
3	Kayak and paddleboard launch	Restrooms	Resident Parking Sticker/passes	Resume pool parties, social events	Community garden
4	Trash buckets	Improved Playground	Foot-washing station	Summer Memberships for Families	Shades benches along sidewalks
5	Ampitheater/ stage	Splash Pad	Improved Playground with shade	Lighted walking and biking trail around golf course	Archery range

It should be noted that there are master plans currently in development for Osborne Park and the Community Center to build on these survey results and establish what can be added in the near future. Since this survey was completed, additional trees and a new playground were added to Anchorage Park. The Country Club does offer resident discounts, including memberships for families and social events.

3. Park Maintenance

The third recommendation provided in the needs assessment was the maintenance of current parks space including but not limited to updating irrigation systems, improving pathway lighting, upgrading sport courts, repairing fencing and replacing sod. It was recommended that an Annual Asset Management (repair and replace) plan be created for the analysis of upgrades that need to occur. Funding can be achieved through federal and state improvement grants.

4. Programs and Special Events

The survey participants identified various programs that they would like to see offered within the Village park facilities. The top requested response (34% of the vote) was for Kayak & paddleboard programs, including rentals and group outings. Nature & Environmental programs, offering educational opportunities for families secured 27% of votes. Organized walking groups and community service & volunteering events received 26% each.

In order to enact the programs expressed by this survey, potential suggestions were given by the Needs Assessment consultant. A paddle board rental station or partnership with JDMBSP would help the desire to have kayak and paddleboard availability. Community services opportunities may include organized beach cleanups or assistance with the Village Library. To provide nature and environmental programs, a community garden was created at Osborne Park, following this survey. Youth Sports were discussed in focus groups and it was determined there is a need for non-competitive sports programs for younger children (ages 3-5) in the area.
Special events are already common at many of the Village parks including Heritage Day, Fourth of July, boat parade, fishing tournament, haunted house at the library and many more. It was recommended to expand the accessibility, receive partnerships for resources and funding, and ensure events are provided for all age groups on a monthly basis.

FUTURE OPPORTUNITY ANALYSIS

The needs assessment has established the need to create a Parks Master Plan for future development of the facilities in the Village as well as a Bicycle and Pedestrian Master Plan to connect the community. Both plans should identify the accessibility of the parks for all age-groups and income levels.

Level of Service (LOS)

As specified in the needs assessment, the existing LOS for the Village is 4.4 acres per 1000 residents (excluding the Country Club). The Village previously established a LOS for individual sports and activities, rather than a comprehensive aggregation of minimum acreage. The previous method of establishing the LOS is considered to be too restrictive to meet the changing demands of the public and fluctuating sources based in part on grant funding. Therefore, the adopted level of service should focus on the overall need for developed public park facilities per resident.

The LOS shall be defined as all maintaining the current level of neighborhood and community parks, as well as parklets, per 1000 residents. The total acreage of all facilities equals 53.42 acres and the total population as of 2022 is 12,862 yielding an existing LOS of 4.15 acres per 1,000 residents. This differs from the needs assessment due to population growth and differing measurements of facilities.

Of the municipalities in South Florida that have established an overall level of service, they vary in size from 2 acres per 1,000 residents in Lake Worth Beach, 3 acres per 1,000 residents in Greenacres and Stuart, and up to 15 acres per 1,000 residents in Vero Beach. The small number in Lake Worth Beach was established because there is little land available to increase park space while Vero Beach has over 800 acres of public open space that greatly increases the ratio to the current population.

Per Palm Beach County Planning Division population estimates, the Village is expected to increase by 641 residents between 2022 and 2035. The population estimate is determined by analysis of historic growth trends throughout the Village and does not factor in the change in regulations or specific development projects proposed. In order to maintain the existing level of service, an additional 2.62 acres of parks will be necessary by 2035. See Table ROS-9 below for reference.

Table ROS-9

Year	Population	Acres		
		Level of Service (4.15 ac/ 1000)	Existing	Deficit/ surplus
2022	12,862	53.4	53.42	0.04
2025	13,053	54.2	53.42	-0.75
2030	13,297	55.2	53.42	-1.76
2035	13,503	56.0	53.42	-2.62

Since the Village is currently built out except for a few vacant parcels, there is not likely to be a new neighborhood and community park provided at the minimum 1 acre threshold. Most additional recreation space will likely come from parklets, such as the land dedicated from the creation of the Prosperity Village planned development in 2022. There may be additional opportunities for small park spaces on other Village properties or rights-of-way that can be identified through an open space analysis.

Requirements of Development

There are two ways to increase park lands within the Village. Dedications from private land owners or purchase of lands by the Village. New residential development is encouraged within the limits of the Village, but the LOS will be affected. To maintain the LOS, developments should be required to provide on-site recreation and open space for the proposed development. A cash out option may be considered and approved by the Village Council. The Code of Ordinances, Section 36-23 "Public Sites and Open Spaces" currently requires subdivisions to dedicate 5% of the gross land area or pay an amount equal to the fair market value of that portion of land. With an established LOS of 4.15 per 1000 residents, an amendment to the Ordinance should be considered to be applicable to all residential development that may not need a subdivision.

Impact fees are currently being reviewed by the Village to be imposed on all new residential developments to offset the cost associated with meeting the LOS for future residents. The impact fees may be used by the Village to purchase property for future park lands. Though there are few undeveloped acres available within the municipal boundaries of the Village, properties may be redeveloped to become active recreation space. Of the properties in the immediate annexation area, none have been identified for potential parks or conservation. Some properties are currently vacant or underutilized and could be purchased to be repurposed for public park facilities.

The Village should remain open to, and perhaps actively pursue, opportunities for expanding its parks system through the donation of land. While the benefits of such acquisitions must be evaluated in terms of populations served, accessibility, development and maintenance costs, etc., donations remain a desirable acquisition alternative for the future.

Funding Sources

Additional grant funding is available through the Florida Recreation Development Assistance Program (FRDAP). "The purpose of this program is to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreational purposes." In the past, the Village has also used The Recreational Trails Program (RTP), Land and Water Conservation Fund Program (LWCF), and Florida Inland Navigation District (FIND) grant funding for park improvements. In order to offset the rising costs of maintenance and park development, the Village will continue to pursue these allocations of funds made available by the federal and state governments for future development and land acquisition.

Access

All facilities should be accessible to the general public with special considerations given in the design of any future amenity to all age groups, abilities and mobilities. The disabled population often requires special recreation opportunities. The Village recognizes a shared responsibility with other governmental entities to provide opportunities for all. Facilities such as special exercise courses and trails should be included in community parks and some neighborhood parks. Special trails can also be constructed for the enjoyment of disabled persons. At the very least, all facilities should be accessible.

Senior citizens sometimes encounter access difficulties and may prefer to enjoy their leisure apart from youths and children. Planning with senior citizens in mind should translate into the provision of adequate access and facilities for the pursuit of leisure activities.

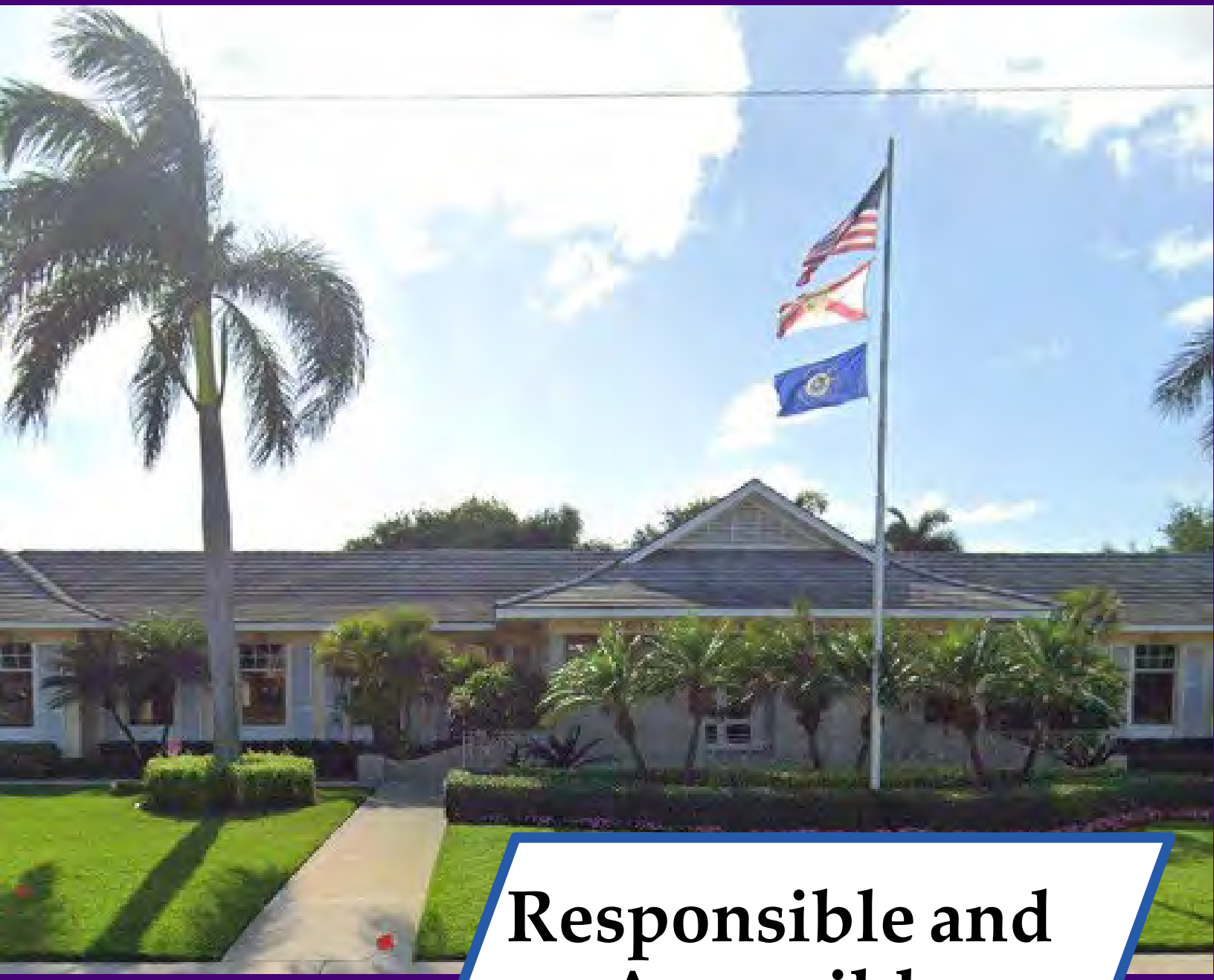
Planning for future recreational facilities and parks should take into account the special barrier-free accessibility needs of disabled persons and of the elderly. Accessibility requirements include wheelchair ramps, railings, restroom facilities designed to provide access to the handicapped and other facilities constructed to allow safe use by all.

Another group to consider is children. They require specific recreational facilities and opportunities. Playground equipment in parks would help meet the demand of this younger age group for recreation opportunities, as well as sport fields and similar activities.

SUMMARY

The Village is continuously working to improve the Recreation and Open Space facilities for the residents. Each park is planned to develop a long term master plan for future growth and development. This will ensure that each space efficiently reaches its full potential to serve the community. As the demographics and activity trends change over time, the Village should be prepared to modify fields, courts and buildings to provide services that residents desire.

It is the goal of the Village to maintain the North Palm Beach Country Club as a publicly owned and accessible facility for future generations to enjoy. The financial and practical sustainability of the facilities is of great concern without a formal plan in place. Lakeside Park is currently maintained as a popular passive, neighborhood park with limited parking and no restrooms. Anchorage Park needs to effectively balance residents' desires for an expanded boat storage area with active recreational uses. With these large issues remaining, additional planning needs to be completed, and in-depth discussions on each topic need to be had, to successfully enhance and continue to expand offerings within the parks of the Village of North Palm Beach.



Responsible and Accessible Government

Intergovernmental Coordination
Property Rights
Evaluation and Monitoring

Intergovernmental Coordination

Data and Analysis

Chapter 4: Responsible and Accessible Government

Element 10

DATA & ANALYSIS

INTRODUCTION

One of the principal tenets of the Growth Management Act is to improve coordination and cooperation among the various levels of government and, in some cases, with the private sector. The purpose of the Intergovernmental Coordination Element is to identify and analyze principles and guidelines to be used in the accomplishment of the goals, objectives and policies of the North Palm Beach Comprehensive Plan through coordination with the Palm Beach County School Board, the adjacent local governments, and regional and state agencies. The citizenry in North Palm Beach is affected by the actions of other governmental agencies in Palm Beach County, the West Palm Beach metropolitan area, and the state, and this element exists to identify and resolve any incompatibilities that may be proposed.

Many formal and informal networks of information and coordination currently exist between the Village of North Palm Beach and other governmental units and agencies. These units and agencies often participate in some phase of planning involving land use and/or the provision of services necessitating coordination with Palm Beach County. The following section provides an inventory of these information and coordination networks among the Village, Palm Beach County and adjacent counties, local authorities and special districts, regional authorities and districts, state agencies, and federal agencies.

This Element is organized into two principal sections. The first section provides an inventory of existing intergovernmental coordination arrangements between the Village of North Palm Beach and other governmental entities. The second section provides an analysis of these arrangements and their current effectiveness. A discussion of the intergovernmental issues that would benefit from improved cooperation and/or coordination is also provided.

INTERGOVERNMENTAL COORDINATION METHODS

Federal Regulations

Although the Village coordinates and participates with a variety of entities, there are no federal regulations governing intergovernmental coordination. Most entities realize the importance of identifying and resolving incompatible goals, objectives, and policies and, therefore, voluntarily include processes and procedures that benefit the coordination efforts between parties.

State Regulations

Florida Statutes Chapter 163

Chapter 163 of the Florida Statutes contains the State's Local Government Comprehensive Plan and Land Development Regulation Act. The Act provides the Village of North Palm Beach with the authority to plan for future development and growth and to adopt and amend a comprehensive plan. Section 163.3177(6)(h), Fla. Stat., describes the provisions required within the Intergovernmental Coordination Element of the local comprehensive plan. This type of element demonstrates consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require.

Florida Statutes Chapter 187

Chapter 187, State Comprehensive Plan, contains many policies which impact intergovernmental coordination, including land use, public facilities, transportation, government efficiency, and plan implementation. The Intergovernmental Coordination Element must also be compatible with the State Plan. Local Regulations

Other Agreements

Interlocal Agreements

Intergovernmental agreements allow governments to cooperate with one another in the performance of tasks, thereby reducing a duplication of services and possibly increasing cost efficiency. Agreements are in place between the County, School Board, and other entities in an effort to better coordinate such things as utility locations, concurrency, and school facility siting and planning.

Mutual-Aid Agreements

Mutual-aid agreements are in existence to assist the member entities in road maintenance, aid to libraries; water interconnects in times of need, dredging, public safety services, and social services.

CONFLICT RESOLUTION

Even with the best communication and coordination mechanisms in place, conflicts will invariably arise. To address this concern, in 1989 the Countywide Planning Council was established "to coordinate the land use planning process of all governments within the County and to establish a cooperative effort that will resolve or prevent incompatibilities and conflicts among local governments' land use planning efforts". Coordination of the thirty-eight land use plans was to have occurred through the Countywide Planning Council, however, in 1991, under provisions within the Charter, the Council was

sunsetted by a majority of the municipalities and efforts to reinstate the Council through a ballot measure was not approved by Palm Beach County voters.

Following the defeat of the countywide referendum, the municipal planning directors within the County created a substitute organization with the purpose to establish a countywide comprehensive plan amendment coordinated review process. In October 1993, the Multi-Jurisdictional Issues coordination forum and the Comprehensive Plan Amendment Coordinated Review Process (IPARC) were established through the execution of two Interlocal Agreements. Current program membership includes the County, 31 municipalities, the School Board, South Indian River Water Control District, Lake Worth Drainage District, Indian Trail Improvement District, Jupiter Inlet District, Loxahatchee River Environmental Control District, Loxahatchee Groves Water Control District, and the Northern Palm Beach County Water Control District.

The purpose of IPARC is:

1. To achieve coordination of local comprehensive plans in accordance with Part II of Chapter 163, Florida Statutes. Palm Beach County

2. To establish an intergovernmental coordination program for reviewing proposed changes to adopted comprehensive plans with minimal bureaucracy and expense.

3. To provide an opportunity to resolve potential disputes with the least amount of infringement upon existing processes.

The Intergovernmental Program provides an ideal structure for addressing intergovernmental conflicts and also serves as a means to organize local governments to address multijurisdictional issues.

The Village has established a policy to use IPARC to address conflicts but the Treasure Coast Regional Planning Council (TCRPC) has informal mediation procedures for resolving conflicts between adjacent jurisdictions if other efforts have failed.

INVENTORY AND ANALYSIS

This section provides a description of the connections between various governments and other entities. It discusses the mechanisms that assist planning bodies and activities. Table A.1 summarizes the numerous coordination efforts, interlocal agreements, and the quasi-judicial relations that the Village undertakes to provide its residents with the best level of service available.

(1) Local Coordination

Public Safety Answering Point (PSAP) – The Village of North Palm Beach currently possesses its own police and fire rescue services that maintain jurisdiction over all lands located within Village limits. However, the City of Palm Beach Gardens Police Department manages the Northern Municipal Regional Communications Center, otherwise known as NorthCom, which is the primary PSAP for the Village and dispatches all police incidents directly. Fire Rescue incidents are transferred to a secondary PSAP, that being Palm Beach County Fire Rescue for dispatch.

Palm Beach County School Board – This coordination was formerly accomplished through a mandatory school concurrency process. The Florida Legislature made school concurrency optional in 2011 with the passage of the Community Planning Act. The same year, the original Palm Beach County Interlocal Agreement (ILA) for School Concurrency expired. The School Board, the Board of County Commissioners and the League of Cities charged IPARC with updating the existing ILA. The group opted to implement an alternative to School Concurrency, called the School Capacity Availability Determination (SCAD), and recommended entering into a new interlocal agreement for coordinated planning. The revised Interlocal Agreement (ILA) was approved and adopted by the School Board in August 19, 2015, and by the Palm Beach County on December 15, 2015. The Village signed onto the Interlocal Agreement. Local government signatories of the agreement are required to incorporate the School Board 5-Year Capital Facilities Plan into their comprehensive plans annually, without any funding obligation as well as coordinate and share information for planning purposes, including school's population projections and local governments' development and redevelopment proposals. The School Board may appoint non-voting representatives to local governments' land planning agencies, who will attend meetings and public hearing hearings at the discretion of the School Board.

School Capacity Availability Determination (SCAD) Pursuant to the ILA, School Capacity Availability Determination (SCAD) was established to replace school concurrency. Per the SCAD, School District staff would conduct an analysis regarding the impacts on local schools, including potential boundary changes, and make recommendations that could be incorporated as conditions of development approval, dependent upon the local government approving Board. The County was subdivided into 20 Planning Areas as part of the SCAD process. The School Capacity Availability Determination (SCAD) process includes all public schools in Palm Beach County. It entails reviewing the impact of proposed comprehensive plan amendments, and/or development orders on existing public schools and planned and funded schools. Through SCAD, District staff evaluates the direct impacts to schools actually serving proposed development as well as any planned additional capacity. SCAD review provides realistic information on impacts to schools. It uses 100% utilization of Florida Inventory of School Houses (FISH) capacity. If capacity is not available at the direct school serving the proposed development, then capacity at adjacent schools in the same planning

area is reviewed. Complete choice schools are not included in the evaluation for school impacts.

Palm Beach County - Located on the southeast coast, Palm Beach County is the largest of Florida's 67 counties. There are 39 municipalities within the County encompassing a total of 337 square miles, or approximately 17% of the County's land area. As of FY 2024, an estimated 57% of the County's population resides within the municipalities. The County and its independently elected constitutional officers provide a full range of services, including law enforcement, tourist development, fire rescue, conservation and resource management, public improvements, human services, parks and recreation, cultural facilities, planning and zoning, public transportation, economic development, property tax assessments and collections, official recordkeeping, court-related support functions, and financial services, including the investment of public funds and financial reporting. The County also operates two business enterprise activities: The Department of Airports and the Water Utilities Department

Northern Palm Beach County Improvement District (NPBCID) - The Northern Palm Beach County Improvement District is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes parts of Unincorporated Palm Beach County, Tequesta, Jupiter, Juno Beach, North Palm Beach, Palm Beach Gardens, Lake Park, Mangonia Park, and West Palm Beach. Special Districts are unlike municipalities and counties in that some of them, including Northern, collect revenue from non-Ad Valorem assessments. This means that the amount of the assessment is not based on the value of the property. Assessments are paid solely by landowners benefiting from the services that Northern provides. The assessments collected do not duplicate services provided by other municipalities or districts and revenues can only be used for purposes authorized in its legislation. Some of the services that Northern provides are: storm water management; right-of-way maintenance including roadways and sidewalks; maintenance of canals, waterways and lakes; water quality monitoring; environmental mitigation and management, permit and plat review; and hurricane response and emergency operations.

(2) Regional Coordination

Treasure Coast Regional Planning Council (TCRPC) - The Treasure Coast Regional Planning Council (TCRPC) is the regional planning agency responsible for the implementation of powers and duties pursuant to Chapter 186, F.S., for Palm Beach County and the Village of North Palm Beach. The TCRPC, located in Stuart, has regional planning jurisdiction in the counties of Indian River, Martin, St Lucie and Palm Beach. The TCRPC is responsible for the development and implementation of the Strategic Regional Policy Plan and has the authority to regulate Developments of Regional Impact (DRI). The Village of North Palm Beach coordinates with the TCRPC to provide the documentation for the local comprehensive plan amendments. As a member community, the Village of North Palm Beach may utilize the TCRPC for dispute resolution, as needed. The Village's Comprehensive Plan must ensure consistency with the TCRPC's Strategic Regional Policy Plan. The TCRPC-TAC is an important forum for the exchange of information of common interest (e.g., DEO rules) and communication with state agencies. Lastly, the TCRPC staff is an important source of technical assistance on a wide variety of planning issues ranging from hurricane evacuation to housing.

South Florida Water Management District (SFWMD) – The South Florida Water Management District (SFWMD) is a regional governmental agency created in 1949 that manages water resources in the southern half of the State of Florida. This authority has regulatory control over all water-based resources within its jurisdiction, including but not limited to, wetland conservation, water supply planning, aquifer water withdrawals, stormwater treatment, and policy coordination.

Palm Beach County Transportation Planning Agency (TPA) – This organization is an intergovernmental transportation planning agency required by state and federal law in urbanized areas with populations of more than 50,000 in order to plan, prioritize, and fund the transportation system. The TPA Board consists of elected officials from Palm Beach County, elected officials from the largest fifteen Palm Beach County municipalities, and a Port of Palm Beach Commissioner. Its staff implements the TPA Board's policies. The TPA is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process through the development of a Long-Range Transportation Plan, Transit Development Plan, and 5-year Transportation Improvement Plan.

(3) State Coordination

Florida Department of Economic Opportunity (DEO) - The Florida DEO, previously known as the Florida Department of Community Affairs, assists the Governor in advancing the state's economic development vision. It administers state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In 2011, the legislature revised the procedures for the submittal and adoption of comprehensive plan amendments, allowing local governments to have more discretion in determining their future development by implementing an expedited State review process, which shortens the review time and allows for submittal of amendments throughout the year, removing the twice per calendar year limitation.

Florida Department of Environmental Protection (DEP) - The merger of the Florida Department of Environmental Regulation and the Florida Department of Natural Resources (FDNR) resulted in the creation of Florida Department of Environmental Protection (FDEP). FDEP is the lead agency in state government for environmental management and stewardship. Its main objectives are to protect and manage Florida's air, water, and land. The FDEP is divided into three primary areas: regulatory programs; land and recreation; and planning and management. Its priorities include restoring the Everglades; improving air quality; restoring and protecting the water quality in our springs, lakes, rivers and coastal waters; conserving environmentally-sensitive lands; and providing

citizens and visitors with recreational opportunities, now and in the future. While the FDEP had a role in planning and plan amendment review, its relationship with the Village of North Palm Beach was based primarily on plan implementation. Managing the impacts of continued growth on the natural environment is a FDEP concern that reaches many elements of the Comprehensive Plan. The Village's relationship with the FDEP is important and affects the Infrastructure, Capital Improvements, Conservation, Coastal Management, and Future Land Use Elements, especially as the Village continues to redevelop.

Florida Department of Transportation (FDOT) - The Florida Department of Transportation (FDOT) has a major role in the planning and implementation of the transportation components of the Comprehensive Plan. This role affects the planning and implementation of the Future Land Use Element as well, although to a lesser extent since that element must reflect an adequate ability to move people and goods. There are six districts under FDOT, and the Village lies within District Four, Southeast Florida. FDOT District Four covers Broward, Indian River, Martin, St, Lucie and Palm Beach Counties.

Florida Fish and Wildlife Conservation Commission (FWC) - This agency is responsible for classifying habitat areas throughout the state and for preserving listed plant and animal species. Its responsibility includes the managing of fish and wildlife resources for their long-term well-being and for the benefit of people. Included under the executive director's supervision is the Fish and Wildlife Research Institute (FWRI) (http://myfwc.com/research/). The Florida Statutes charge the FWRI with these responsibilities: 1. Monitoring marine and freshwater resources, wildlife, and habitats; 2. Developing and implementing techniques for restoring plant and animal species and their habitats; 3. Providing technical support when oil spills and human related or natural disasters occur; 4. Monitoring red tide and providing technical support for state and local government public health concerns; and 5. Providing fish and wildlife research technical results to state and local governments.

Environmental Health, Florida Department of Health (formerly the Florida Department of Health and Rehabilitative Services) - Environmental Health is a State agency that works to prevent diseases of environmental origin. Environmental Health activities focus on prevention, preparedness, and education, and are implemented through routine monitoring, education, surveillance, and sampling of facilities and conditions that may contribute to the occurrence or transmission of disease. Although the former agency HRS was a large state agency focused primarily on human services, it was also responsible for the permitting of septic tanks. North Palm Beach was not directly involved in septic tank issues, but was indirectly involved with the Department's review of sanitary mains or other related facilities prior to installation.

Florida Division of Emergency Management (FDEM) - The Florida Division of Emergency Management (FDEM) plans for and responds to both natural and man-made disasters. These range from floods and hurricanes to incidents involving

hazardous materials or nuclear power. The division prepares and implements a statewide Comprehensive Emergency Management Plan, and routinely conducts extensive exercises to test state and county emergency response capabilities in concert with their partners, FEMA and the State Emergency Response Team (SERT). The FDEM is tasked with implementing mutual aid programs at the local, state, and federal level. These programs are components of emergency response planning, management, and recovery operations. The Village is a signatory to the Statewide Mutual Aid Agreement (SMAA) managed by FDEM.

Florida Inland Navigation District (FIND) - The Florida Inland Navigation District is a special taxing district that, along with the US. Army Corps of Engineers maintains and manages the federally authorized Intracoastal Waterway (ICW). FIND conducts dredging projects to ensure safe and accessible navigation along the IWC; provides upland land parcels for management of dredged material; and provides grants for waterway-associated projects in the 12 counties along the Atlantic IWC from the Florida/Georgia state line down through Miami-Dade County.

(4) Federal Coordination

Federal Communications Commission (FCC) The intergovernmental coordination with the Federal Communications Commission (FCC) is rather limited. It is restricted primarily to regulations affecting the height of transmission towers or receiving antennae, or the location of transmission lines or other communication infrastructure. The near-term review of the Village's Land Development Regulations (LDRs) has recognized FCC jurisdiction and rules that preempt local legislation.

Environmental Protection Agency (EPA) - The relationship between the Village and the U.S. Environmental Protection Agency (EPA) involves the agency's responsibilities for prescribing quality standards for potable water, sanitary sewer operations, and stormwater quality. The permitting and monitoring processes continue to provide the opportunity for regular coordination between the EPA and the Village regarding infrastructure, conservation, coastal management, and future land use.

Army Corps of Engineers (USACoE) - The Army Corps of Engineers (USACoE) has jurisdictional responsibility over the navigable waters of the United States and over wetlands. Clearing and filling activities in wetlands require permits from the USACoE. Dredging, filling, and construction activities in the Intercoastal Waterway all require permits from USACoE as well.

Federal Highway Administration (FHA) - The Federal Highway Administration (FHWA) is an agency within the U.S. Department of Transportation that supports state and local governments in the design, construction, and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands Highway

Program). Through financial and technical assistance to state and local governments, the Federal Highway Administration is responsible for ensuring that America's roads and highways continue to be among the safest and most technologically sound in the world.

On November 15, 2021, the U.S. President signed the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") into law. The Bipartisan Infrastructure Law is the largest, long-term investment in infrastructure and economy in our nation's history. It provides $550 billion, over fiscal years 2022 through 2026, for new Federal investment in infrastructure projects, including roads, bridges, mass transit, water infrastructure, resilience, and broadband. New programs under the Bipartisan Infrastructure Law focus on key infrastructure priorities such as rehabilitating bridges in critical need of repair, reducing carbon emissions, increasing system resilience, removing barriers to connecting communities, and improving mobility and access to economic opportunity. Many of the new programs include eligibility for local governments and MPOs. Additionally, the FHA has focused and shall continue to focus on working closely with stakeholders to ensure that local communities are able to build multimodal, sustainable projects ranging from passenger rail and transit to bicycle and pedestrian paths.

United States Department of Housing and Urban Development (HUD) The United States Department of Housing and Urban Development provides annual grants on a formula basis to entitle cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities principally for low- and moderate-income persons. North Palm Beach is not an entitlement community but Palm Beach County is. As a result, if North Palm Beach were to receive any CDBG funds they would be through the County and not directly from HUD.

United States Fish and Wildlife Service (FWS) The United States Fish and Wildlife Service is responsible for managing and enforcing the Endangered Species Act. This act is important as part of the conservation policies of the Comprehensive Plan. FWS also issues permits for activities that may disturb endangered or threatened species, which would otherwise be prohibited.

Utilities

Electric

A Franchise Agreement was entered into with Florida Power & Light Company, which is now known as NextEra, in 1957 to provide electricity to the Village, which Agreement expires in 2038. The Company supplies electric service to the Village as well as in many areas along the east coast of Florida (except the Jacksonville area and four other municipalities which have municipal electric systems), the agricultural area around southern and eastern Lake Okeechobee, the lower west coast area, and portions of central, north central, and portions of northwest Florida.

Telephone
Southern Bell Telephone and Telegraph Company entered into a Franchise Agreement with the Village to provide telephone and telegraph services. Southern Bell was renamed BellSouth Telecommunications until it was merged into AT&T in 2006. The Franchise Agreement expired in 2020.

Cable Television
FPL Fibernet, LLC, now known as Crown Castle, entered into a Franchise Agreement with the Village to provide telecommunications services.

Sanitary, Sewer, Portable Water and reclaimed Water
Sanitary, Sewer, Portable Water and reclaimed Water services are provided by the Seacoast Utility Authority. The Seacoast Utility Authority is a not-for-profit, governmental regional water, wastewater, and reclaimed water utility that furnishes potable water service to approximately 47,000 households and 2,700 commercial establishments. Wastewater collection, treatment, and disposal services are provided to about 44,000 residential dwellings and 1,700 businesses. The Authority's service area covers approximately 65 square miles. The 1988 Interlocal Agreement establishing the Authority covered the City of Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park, a portion of the Town of Juno Beach and unincorporated areas of Palm Beach County.

Gas
Florida Public Utilities supplies residential, commercial, and industrial gas service within the Village's corporate limits per a Franchise Agreement, which expires in 2040.

Interlocal Agreements and Mechanisms

The Village of North Palm Beach interacts with numerous governmental entities to deliver municipal services and manage development. Table.A.1 presents these entities with a description of the existing coordination mechanism, the subject and nature of the relationship, and the Village of North Palm Beach office charged with coordination.

Table A.1. Intergovernmental Coordination Mechanisms

Gov't Entity or Agency	Nature of Relations	Subject	Village Office with Primary Responsibility	Coordination Mechanism Effectiveness
COUNTY				
Palm Beach County	Direct Staff Contact	Annexation	Village Manager	Interlocal Agreement Effective
COUNTY AGENCIES				
Palm Beach County TPA	Direct Staff Contact	Transportation	Community Development	Federally Funded Agency Effective

Palm Beach County Fire District	Direct Staff Contacts	Fire Rescue Services Mutual Aid	Fire Department	Interlocal Agreement Effective
Palm Beach County School District	Direct Staff Contacts	School Facilities	Village Council	Interlocal Agreement Effective
Palm Beach County Housing	Direct Staff Contacts	Community Block Grant – Economic Development	Community Development	Interlocal Agreement Effective
Palm Beach Property Appraiser	Direct Staff Contacts	GIS Data and Tax Revenue	Public Works Finance	Interlocal Agreement Effective
Palm Beach County Tax Collector	Direct Staff Contacts	Revenue	Finance	Interlocal Agreement Effective
FLORIDA DEPARTMENTS AND AGENCIES				
Florida Dept. of Commerce	Direct Staff Contact	Comp Plan Review and Grant	Community Development	State Funded Agency Effective
Florida Dept. of Transportation	Direct Staff Contact	Transportation	Community Development	State Funded Agency Effective
Florida Dept. of Environmental Protection	Direct Staff Contact and Permitting	Hazardous waste, water management, septic tanks, wetlands protection	Public Works	State Funded Agency Effective
Emergency Management Division	Technical Assistance and	Emergency Management	Fire Department	State Funded Agency Effective

	Mutual Aide			
Florida Department of Law Enforcement	Technical Assistance	Sex Offender Registry & Database	Police	State Funded Agency Effective
Florida Department of Health	Permitting	Septic Tanks	Public Works	State Funded Agency Effective
Florida Fish and Wildlife Commission	Permitting	Natural Resource Management	Public Works	State Funded Agency Effective
Alcohol and Beverage	Permitting	Lounges and Bars	Community Development/Police	State Funded Agency Effective
UNITED STATES DEPARTMENT AND AGENCIES				
Army Corp of Engineers	Technical Assistance and Permitting	Dredging, Fill permitting, wetland mitigation, navigable waterways	Public Works	Federal Funded Agency Effective
Commerce, Census Bureau	Technical Assistance	Decennial Census	Community Development	Federal Funded Agency Effective
United States Post Office	Direct Contact with Staff	Address development, mail delivery	Community Development	Federal Funded Agency Effective
Coast Guard	Technical Assistance	Transportation	Police	Federal Funded Agency Effective

OTHER				
Bureau of Economic and Business Research	Technical Assistance	Population Numbers	Community Development	University of Florida Effective
Palm Beach North County Chamber of Commerce	Technical Assistance	Economic Development	City Manager	Not-For-Profit Informal Communications Effective
Palm Beach Sports Commission	Technical Assistance and Grants	Economic Development	City Manager	Not-For-Profit Effective
Treasure Coast Regional Planning Council	Technical Assistance and Grants	Regional Planning, Conflict Resolution	Community Development	Interlocal Agreement Effective
South Florida Water Management District	Technical assistance and permitting	Water resources	Community Development and Public Works	State Management Agency Effective
Seacoast Utilities	Technical assistance and permitting	regional water, wastewater, and reclaimed water utility	Public Works	Not-For-Profit Interlocal Agreement Effective
REGULATED UTILITIES				
Bell South	Direct Staff Contact	Telephone	Public Works	Franchise Agreement
FPL	Direct Staff Contact	Electricity	Public Works	Franchise Agreement
Crown Castle	Direct Staff Contact	Cable	Public Works	Franchise Agreement
Florida Public Utilities	Direct Staff Contact	Gas	Public Works	Franchise Agreement

Summary

RESPONSIBLE & ACCESSIBLE GOVERNMENT

Intergovernmental Coordination is an essential component of the Village's Comprehensive plan in that it establishes the mutual relationships created among various local, state, and federal agencies. These relationships acknowledge agreed upon efforts developed between participating entities and their commitments to achieve a common goal. These relationships may include grant contracts, mutual aid, revenue, information sharing, contractual obligations, and agreements for services.

The Village of North Palm Beach participates in many different intergovernmental coordination efforts with neighboring local governments, including other governmental and quasi-governmental agencies. For example, North Palm Beach is a member of the Florida League of Municipalities, as well as the Palm Beach County League of Cities. These organizations are concerned with various common municipal issues. The Village Manager and a representative of the Village Council generally represent North Palm Beach at Palm Beach County League of Cities meetings.

The Village Manager is primarily responsible to keep the Village informed regarding municipal matters and to coordinate any activities related thereto.

Intergovernmental Coordination Needs During the Planning Period

The Village of North Palm Beach relies on positive intergovernmental relationships for the coordination and provision of many services for its citizens and stakeholders. To maintain these relationships, the Village should continue to:

♣ Cultivate stronger relationships with the adjacent communities, governmental entities, and agencies, seeking efficiencies and to support funding mechanisms to offset the costs of upgrades and improvements to better serve the citizens of North Palm Beach.

♣ Develop sound comprehensive planning policies through coordination with adjacent municipalities.

♣ Continue to seek ways to engage the public, especially disadvantaged populations, in the planning process.

Property Rights

Data and Analysis

Chapter 4: Responsible and Accessible Government

Element 11

PROPERTY RIGHTS

DATA AND ANALYSIS

INTRODUCTION

The purpose of the Property Rights Element is to: identify specific property rights and affirm that local government will respect them; protect the rights of people to participate in decisions that affect their lives and property; and provide standards for reliable and predictable local government decision-making to promote sound, long-term investments in a community

LEGISLATION

The following is an assessment of existing regulations and programs that protect private property rights from governmental action without due process and just compensation:

Federal Regulations

Constitution of the United States

First Amendment

The First Amendment protects the freedoms of speech and religion. It guarantees that property owners may exercise these rights on their property.

Fifth Amendment

The Fifth Amendment provides the foundation for the protection of private property rights from arbitrary government action. The text of this Constitutional Amendment outlines the requirement that the government must provide "due process" under law and "just compensation" for the taking of private property for public use.

Fourteenth Amendment

The Fourteenth Amendment makes the Bill of Rights (the first ten Constitutional Amendments) applicable to state and local governments. It contains the Due Process Clause, which guarantees the following rights against the states: procedural protections, such as notice and a hearing before termination of entitlements; individual rights listed in the Bill of Rights, including freedom of speech, free exercise of religion, the right to bear arms, and a variety of criminal procedure protections; and fundamental rights that are not specifically enumerated in the Constitution.

State Regulations

Florida Statutes Section 163.3177(6)(i)1, Florida Statutes

In accordance with the legislative intent expressed in sections 163.3161(10) and 187.101(3), Florida Statutes, governmental entities shall respect judicially acknowledged and constitutionally protected private property rights, and each local government shall include in its comprehensive plan a Property Rights Element to ensure that private property rights are considered in local decision making.

Section 70.001, Florida Statutes

Florida Statutes section 70.001, also known as the Bert Harris Act or "Private Property Rights Protection Act", provides a private cause of action when the existing use (or a vested right to a specific use) of property is inordinately burdened by the Florida governmental entity, including the agencies thereof. Adopted in 2021, it was created to provide relief to private landowners when a law, regulation, or ordinance inordinately burdens, restricts, or limits private property without amounting to a taking under the U.S. Constitution

Sections 163.3220-163.3243, Florida Statutes

Sections 163.3220-163.3243, Florida Statutes, otherwise known as the "Florida Local Government Development Agreement Act", grants assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies. Adopted in 2022, the Legislature enacted the bill in an effort to reduce uncertainty in development approvals by authorizing local governments to enter into development agreements with developers. These agreements will encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

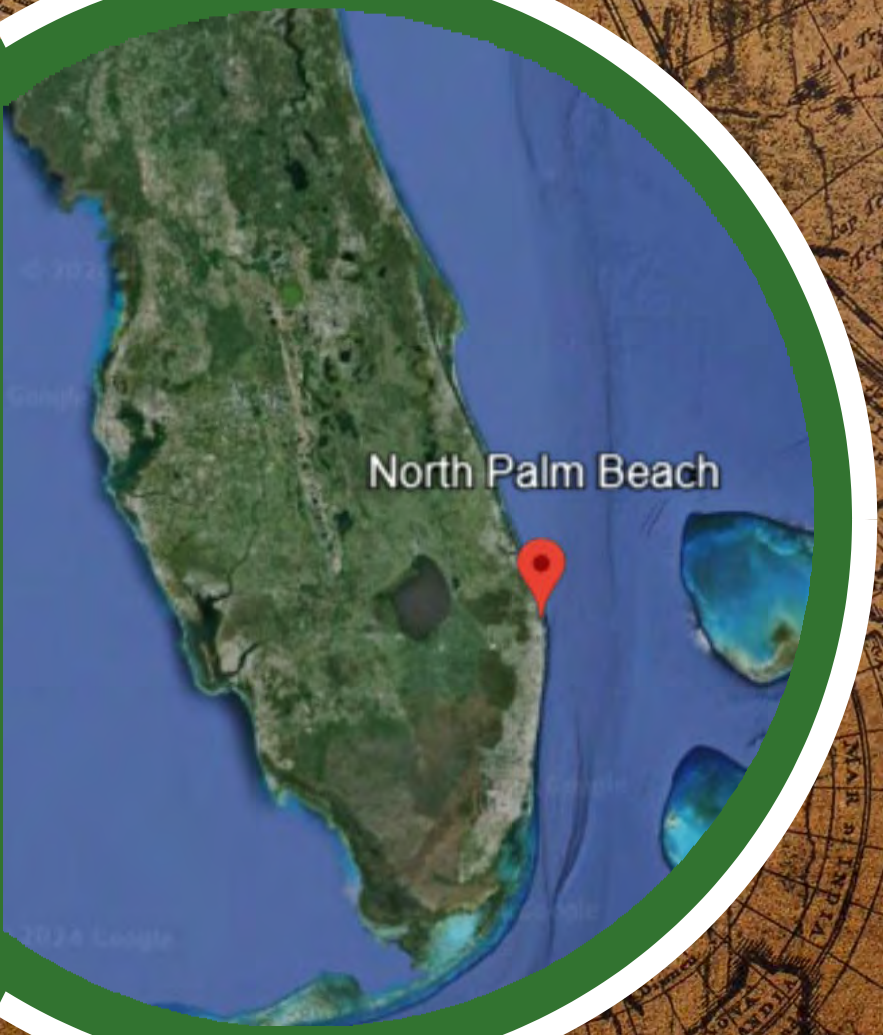
INVENTORY AND ANALYSIS

A Property Rights Element is required under the provisions of section 163.3177 (6) (i) 1, Florida Statutes. The inclusion of this element and continued adherence to best practices in the provision of public infrastructure and regulation of land development to protect the public health, safety, and welfare will ensure implementation of these provisions. This Element does not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected.

The Village will continue to ensure that private property rights are clearly protected by the applicable provisions of the Village Charter, Code of Ordinances, and the Comprehensive Plan. The goal, objectives, and policies of the Property Rights Element will provide the direction necessary to proactively address potential policy conflicts before private property rights are adversely impacted.

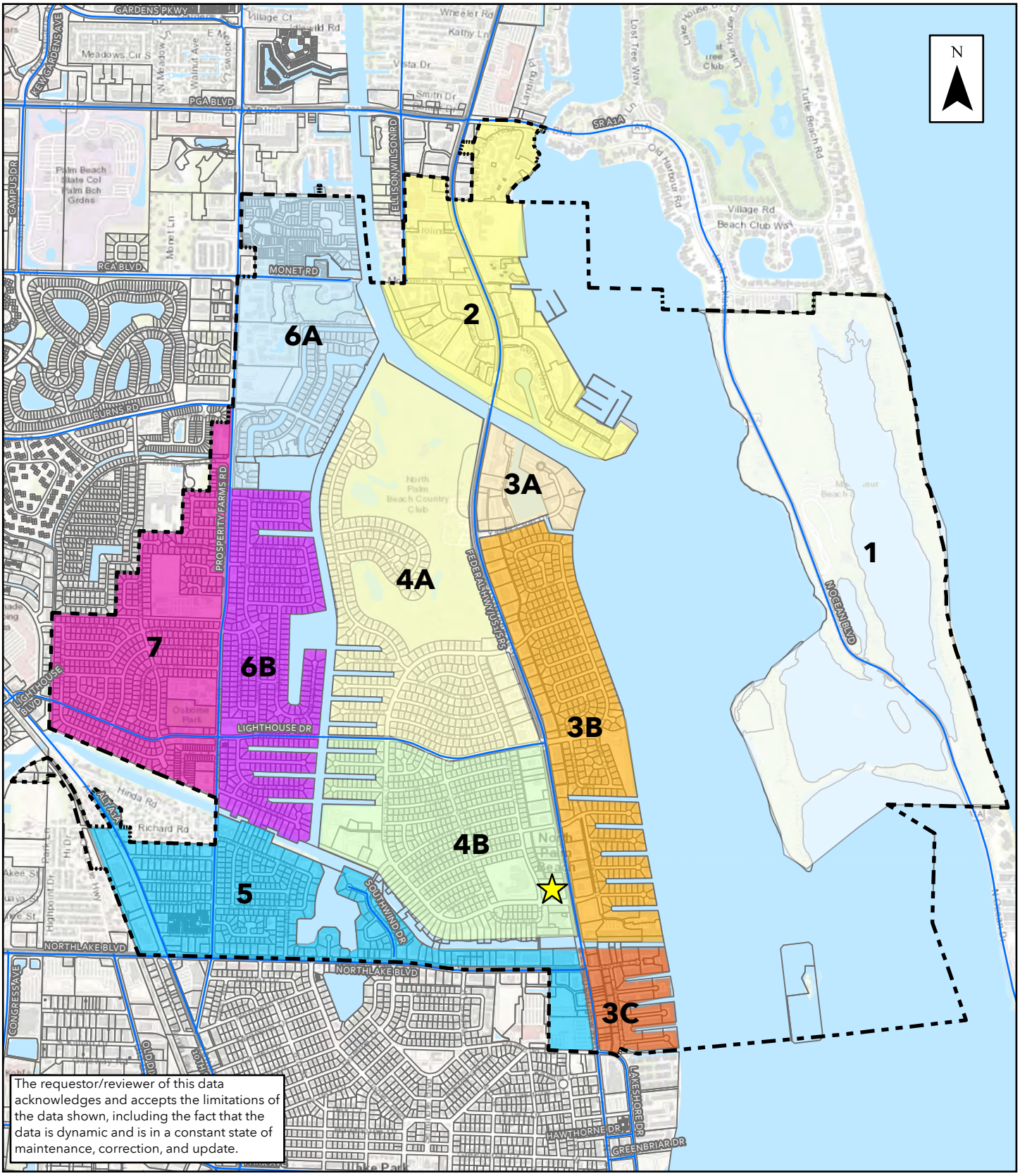
VILLAGE OF NORTH PALM BEACH

OPTIONAL MAPS



OPTIONAL MAP SERIES

1. PLANNING AREAS	OFLU MAP 1
2. ANNEXATION MAP	OANX MAP 1
3. ANNEXATION MAP INCLUDING SURROUNDING MUNICIPALITIES	OANX MAP 2
4. ANNEXATION ACREAGE	OANX MAP 3
5. EVACUATION ROUTES AND SHELTERS	OCM MAP 1
6. COASTAL PLANNING AREA	OCM MAP 2
7. COASTAL ACCESS	OCM MAP 3
8. FLOOD ZONES	OCM MAP 4
9. STORM SURGE	OCM MAP 5
10. SOIL EROSION	OCON MAP 1
11. BIKE LANES AND PEDESTRIAN SIDEWALKS	OTE MAP 1



Legend

Planning Area
- Area 1
- Area 2
- Area 3A
- Area 3B
- Area 3C
- Area 4A
- Area 4B
- Area 5
- Area 6A
- Area 6B
- Area 7

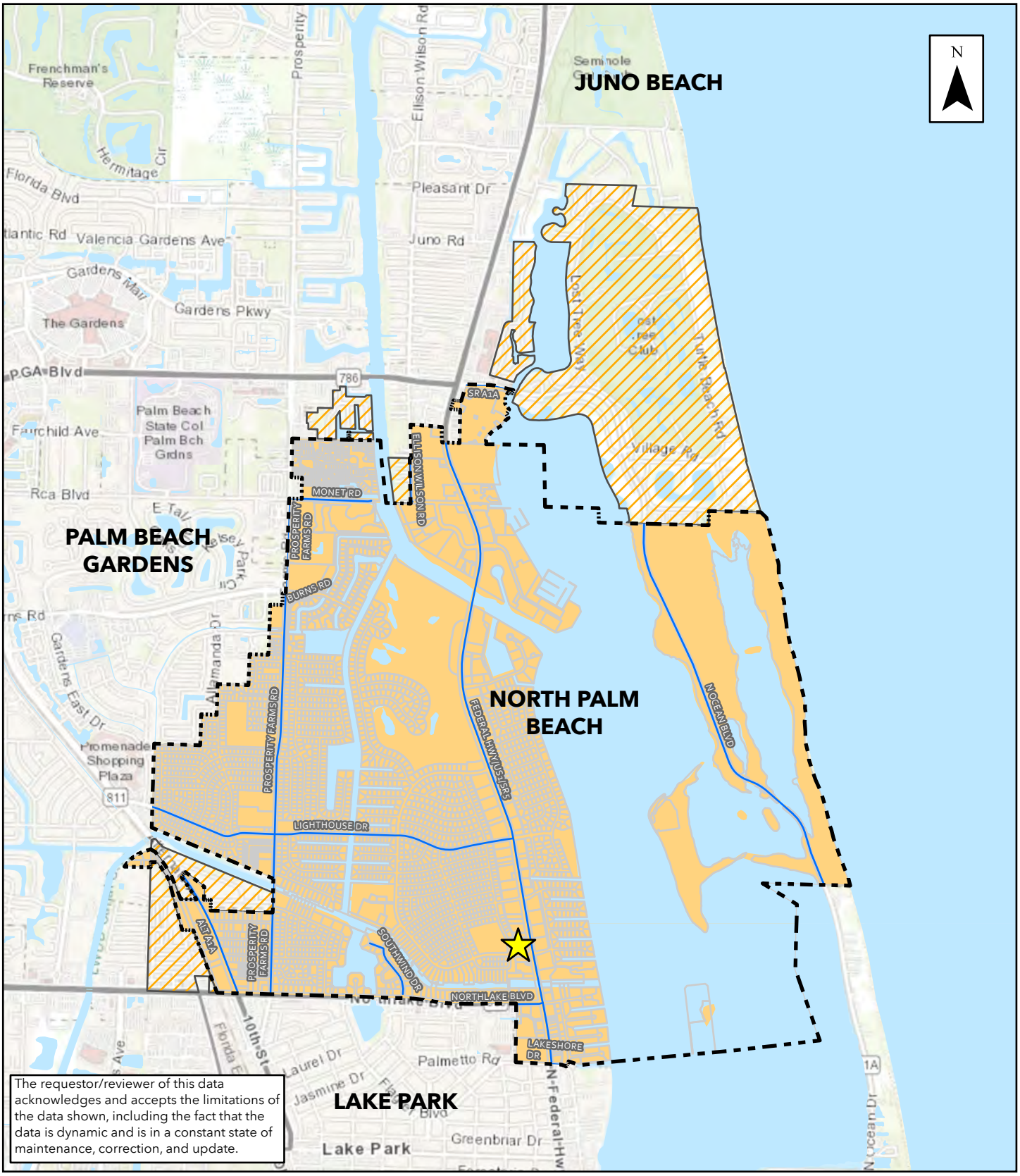
Village Boundary
Village Hall
Water
Major Roads

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Planning Areas
DATE OF SOURCE-06.07.2024
DATE-08.06.2024

Village of North Palm Beach
Planning Area Map

Element 1
OFLU - Map 1



The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Legend

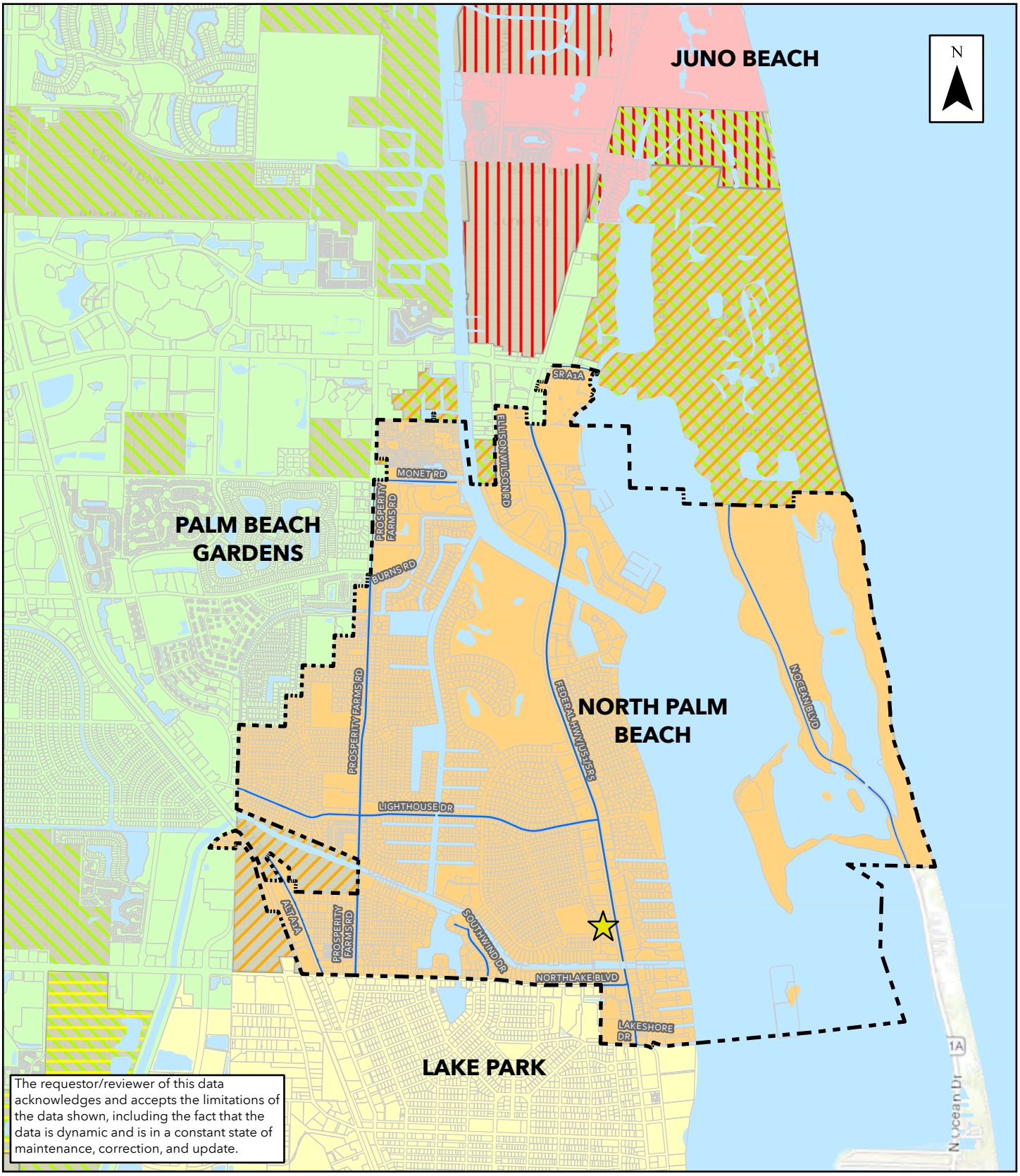
- North Palm Beach Annexation Areas
- North Palm Beach
- Village Hall
- Major Roads
- Water

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Map

Element 2
OANX - Map 1



Legend

- Village Boundary
- Water
- Village Hall
- Major Roads

Jurisdiction

- Juno Beach
- Lake Park
- North Palm Beach
- Palm Beach Gardens
- Unincorporated Palm Beach County

Future Annexation Areas

- JUNO BEACH
- LAKE PARK
- NORTH PALM BEACH
- PALM BEACH GARDENS

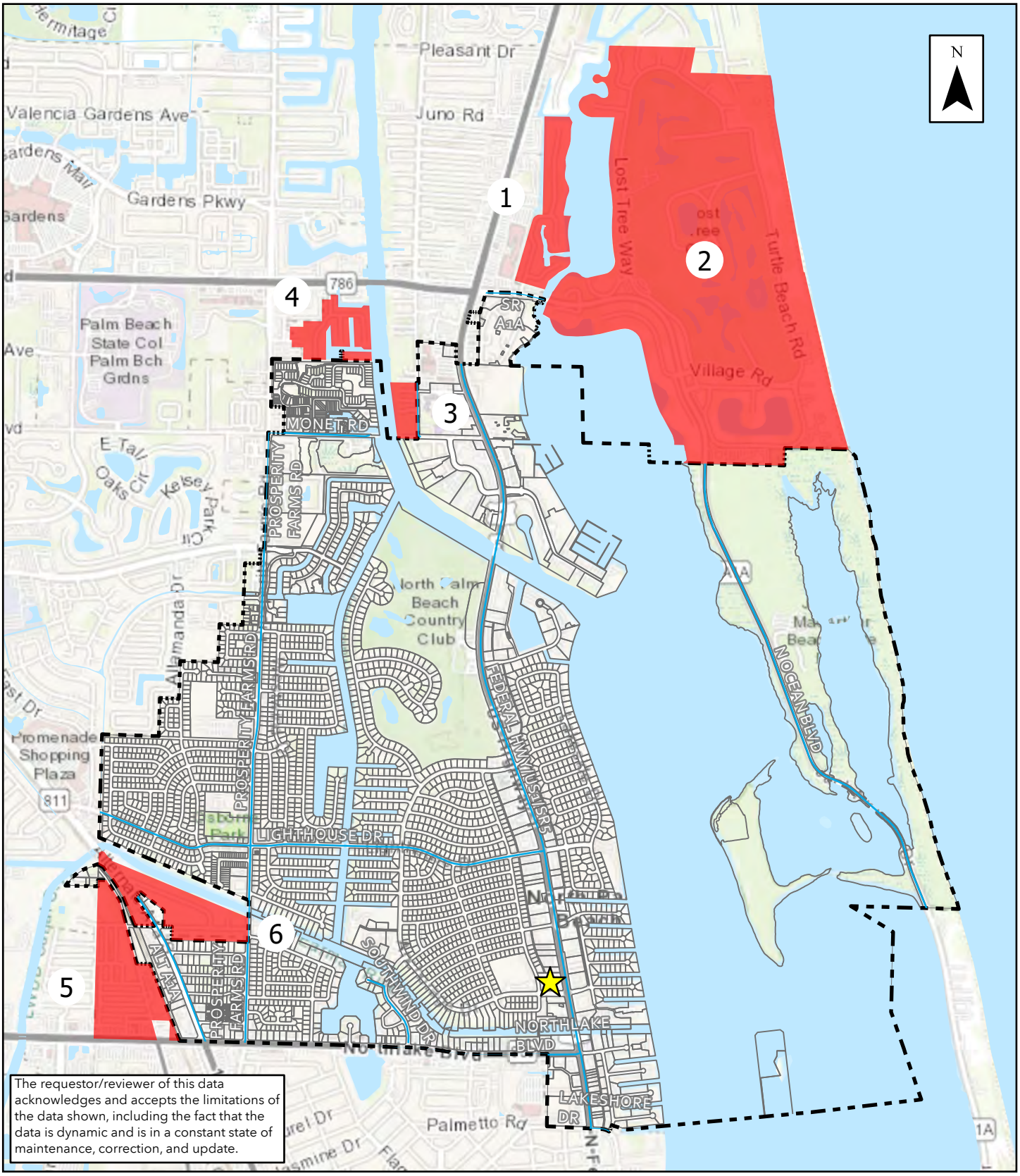
0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach

Annexation Map Including Surrounding Municipalities

Element 2
OANX - Map 2



Legend

- Annexation Areas
- Water
- North Palm Beach Boundary
- Major Roads
- Village Hall

Total Acreage: 688.1

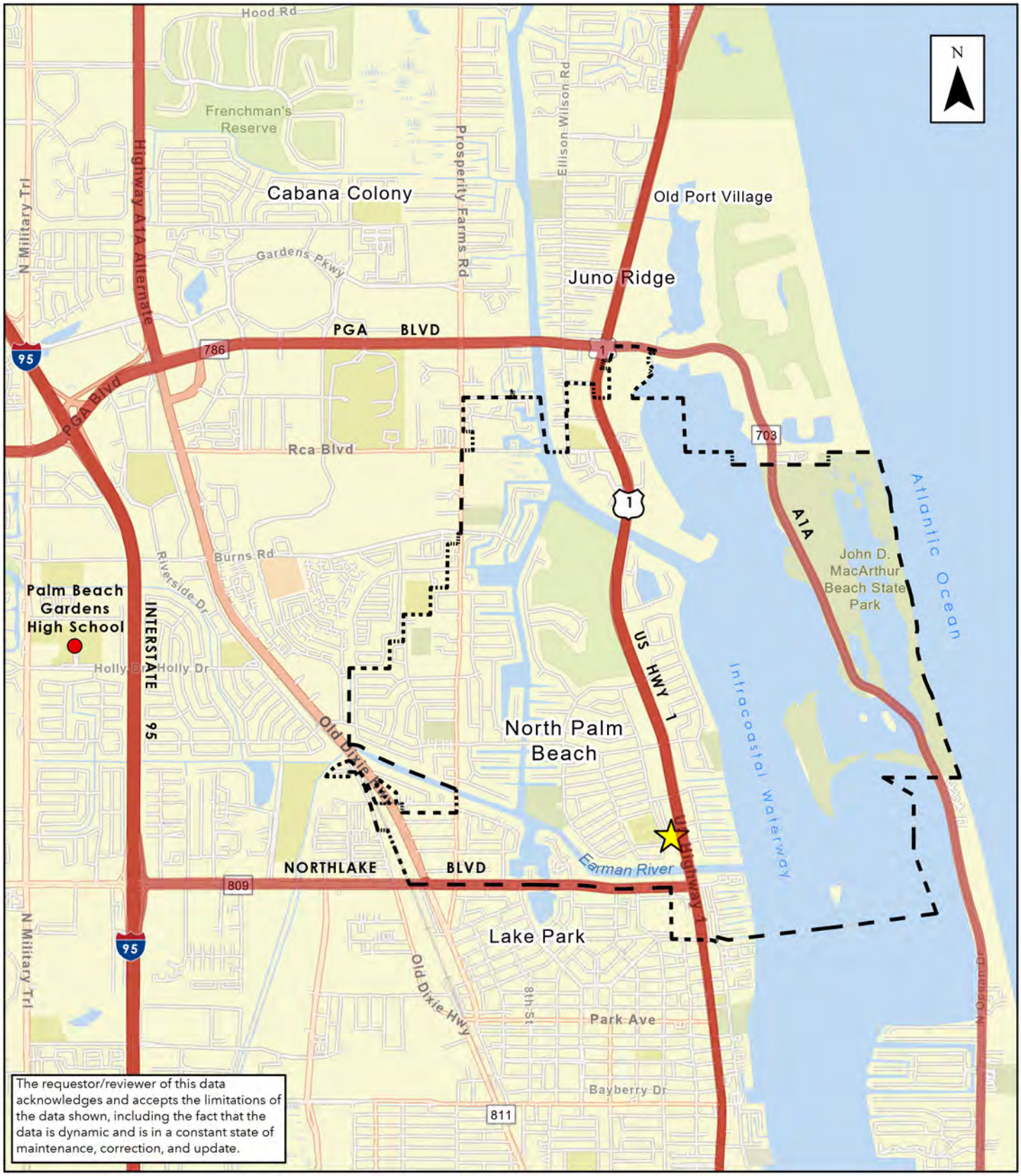
1: 35.5 acres
2: 531.9 acres
3: 9.3 acres
4: 22.4 acres
5: 51.6 acres
6: 37.4 acres

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-04.08.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Areas - Acreage

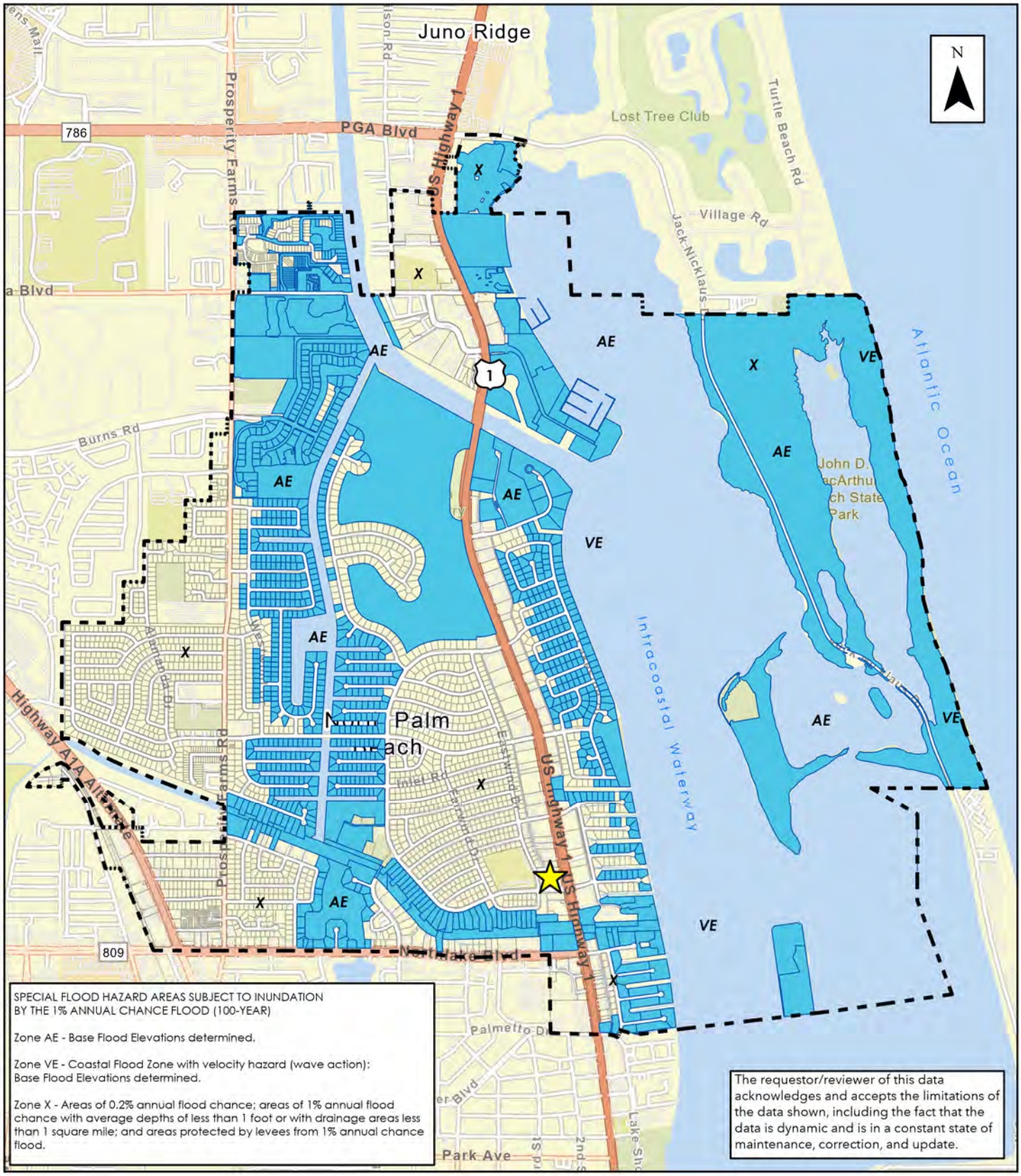
Element 2
OANX - Map 3



Optional Map
SOURCE. Florida Division of Emergency Management (Evacuation Routes, Palm Beach County (Hurricane Shelters)
DATE. 8.6.2024

Village of North Palm Beach
EVACUATION ROUTES & SHELTERS

ELE. 4
OCM-Map 1



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR)

Zone AE - Base Flood Elevations determined.

Zone VE - Coastal Flood Zone with velocity hazard (wave action): Base Flood Elevations determined.

Zone X - Areas of 0.2% annual flood chance; areas of 1% annual flood chance with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Coastal Planning Area

Municipal Boundary

Village Hall

0 0.25 0.5 1

Miles

Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

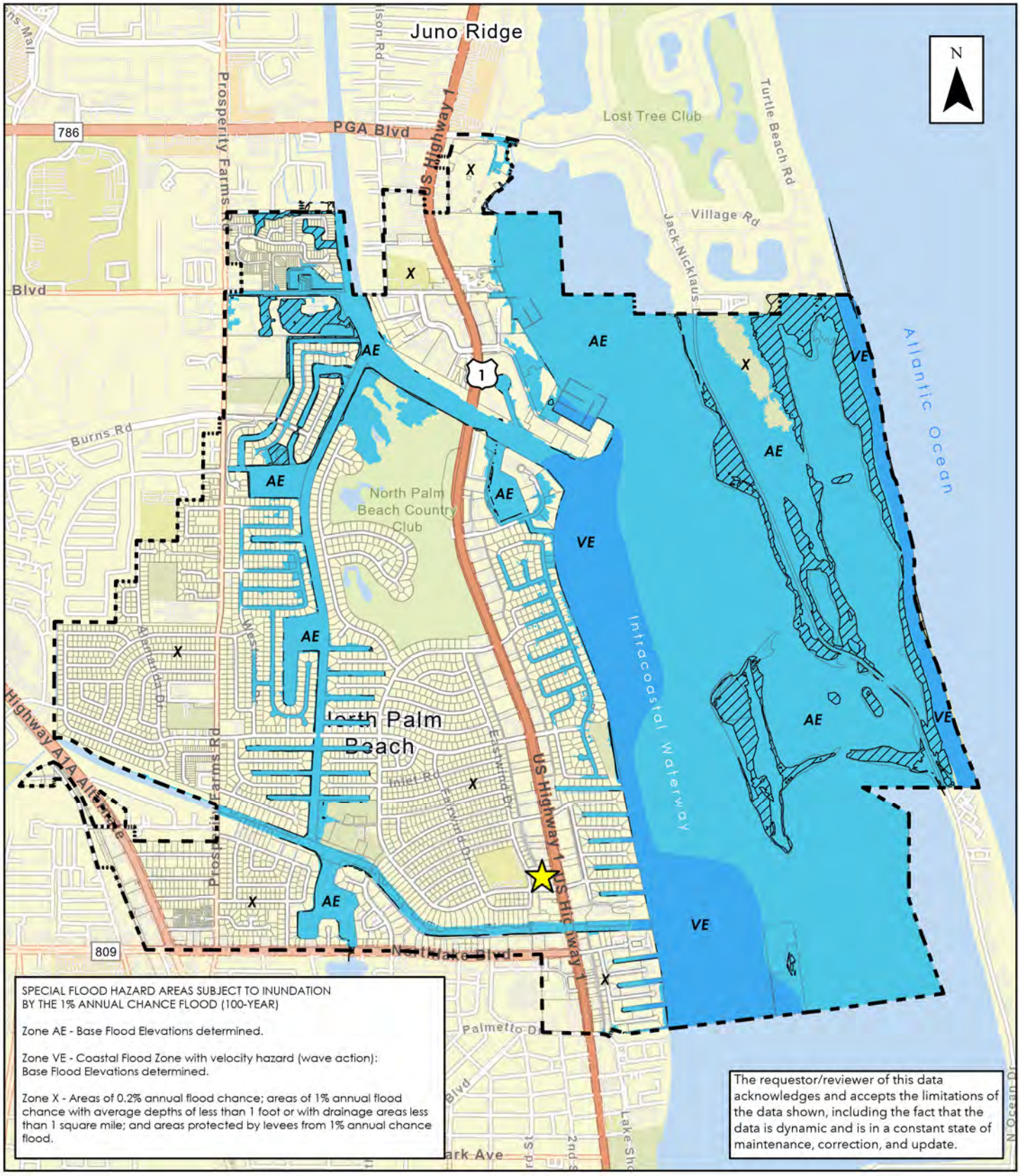
Village of North Palm Beach
COASTAL PLANNING AREA

ELE. 4
OCM-Map 2

Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
COASTAL ACCESS

ELE. 4
OCM-Map 3



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR)

Zone AE - Base Flood Elevations determined.

Zone VE - Coastal Flood Zone with velocity hazard (wave action): Base Flood Elevations determined.

Zone X - Areas of 0.2% annual flood chance; areas of 1% annual flood chance with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Coastal High Hazard Area

Municipal Boundary

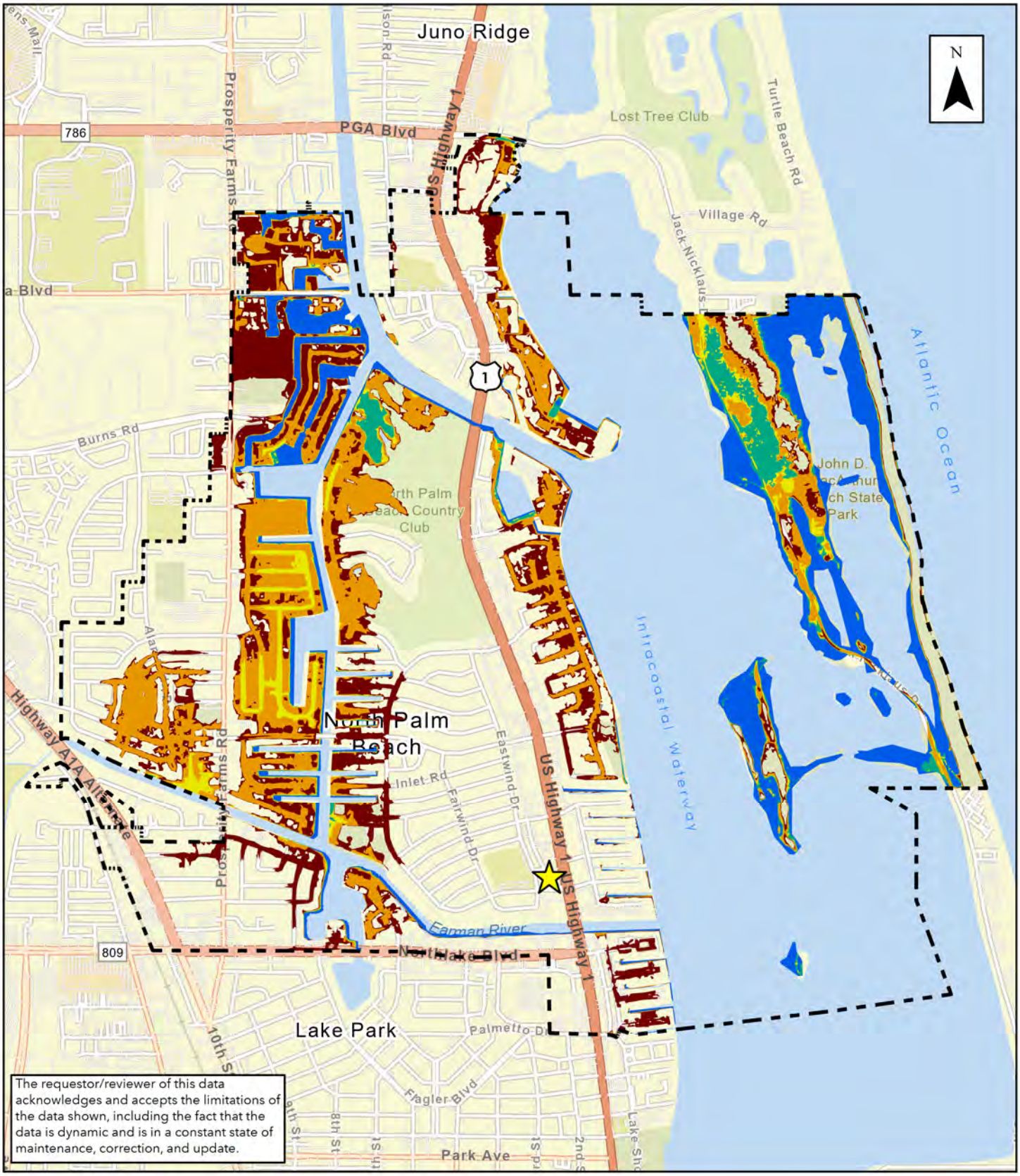
Village Hall

0 0.25 0.5 1
Miles

Optional Map
SOURCE. Federal Emergency Management Agency
TITLE. Flood Hazard Zones
DATE. 8.6.2024

Village of North Palm Beach
FLOOD ZONES

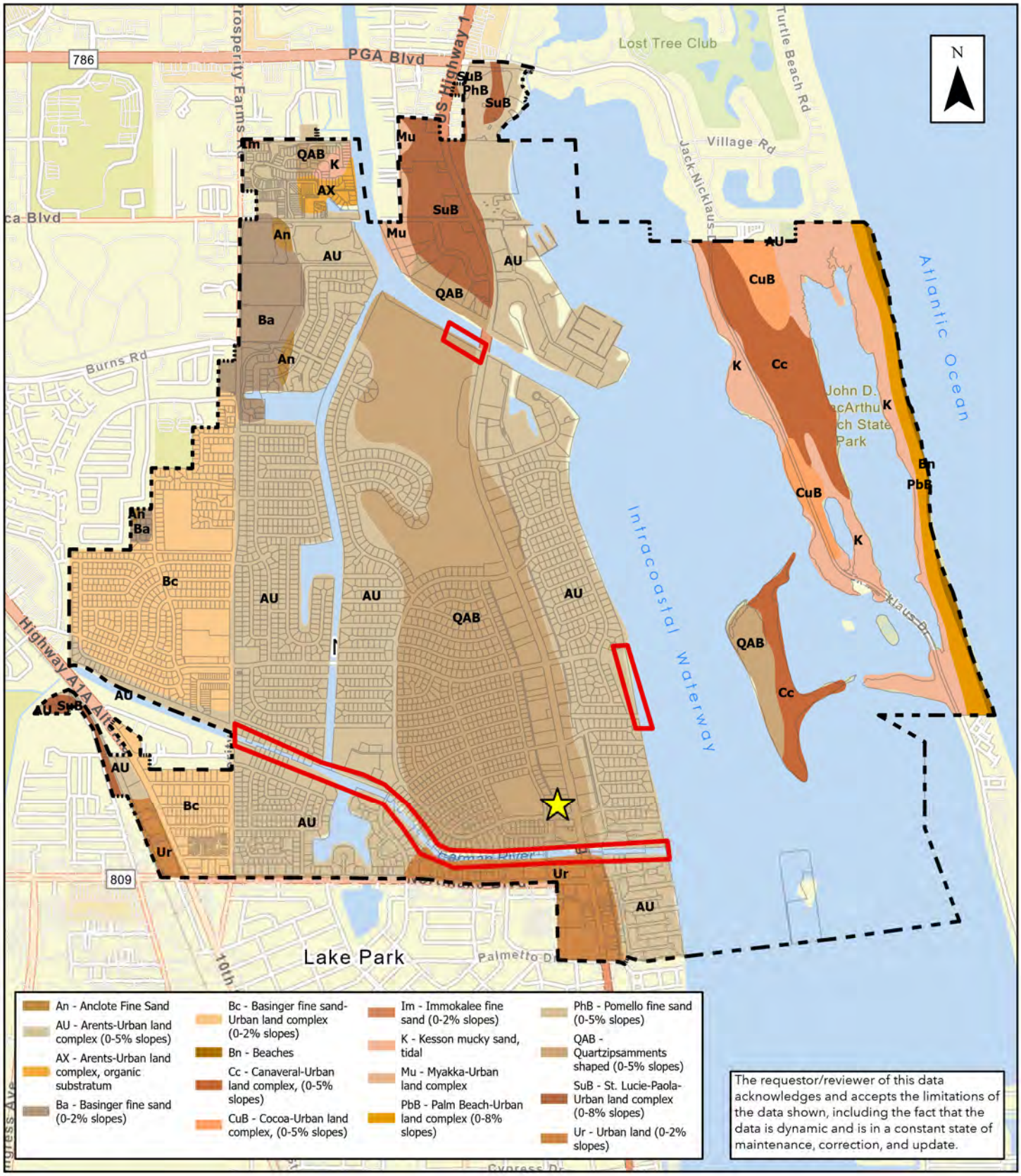
ELE. 4
OCM-Map 4



Optional Map
SOURCE. Florida Division of Emergency Management
TITLE. Storm Surge Zones
DATE. 8.6.2024

Village of North Palm Beach
STORM SURGE

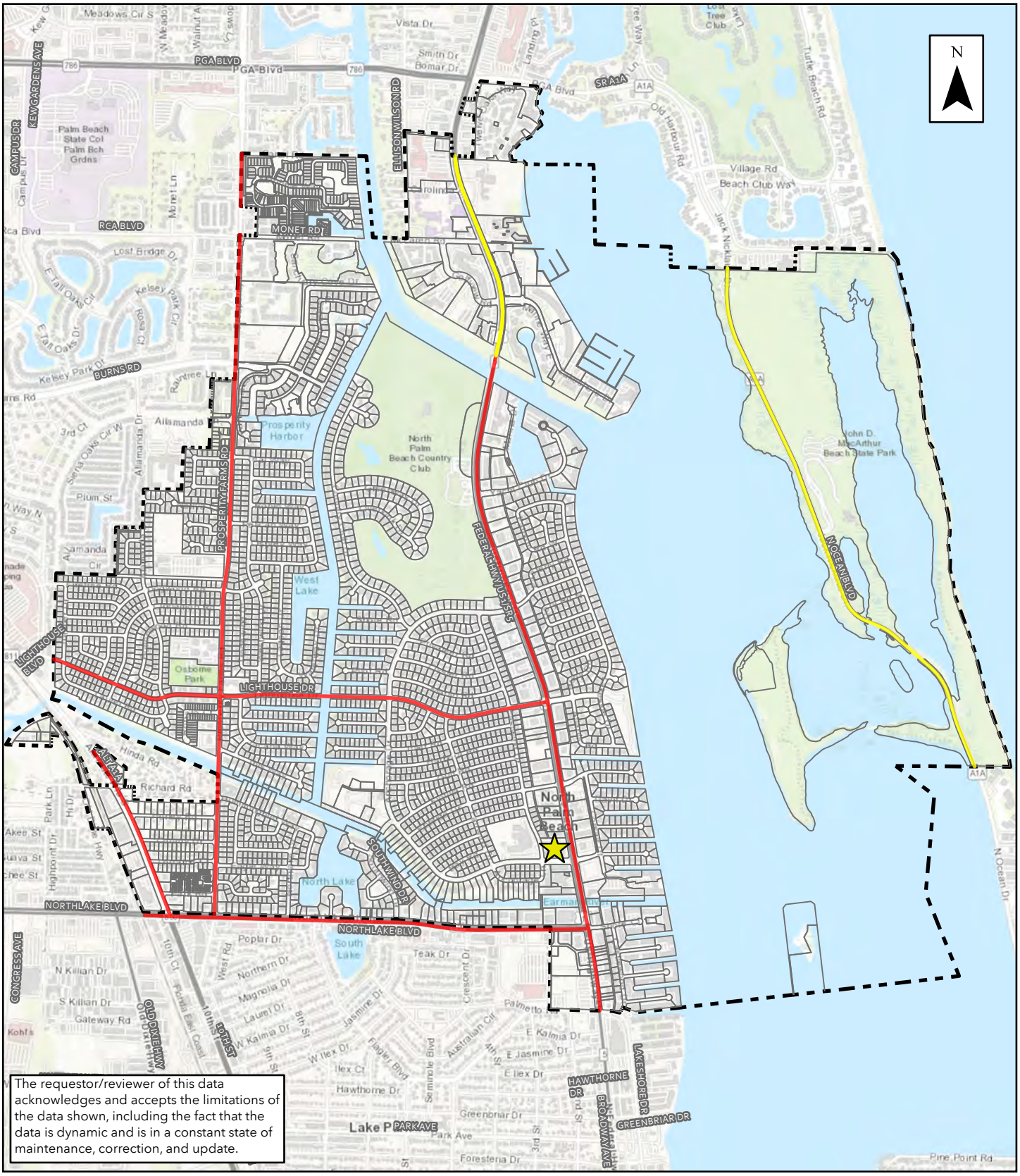
ELE. 4
OCM-Map 5



Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
AREAS OF KNOWN SOIL EROSION

ELE. 5
OCON-Map 1



Legend

- NPB Boundary
- Village Hall
- Bike Lane and Pedestrian Sidewalk
- Pedestrian Sidewalk

0 0.25 0.5 1 Miles

SOURCE-Florida Department of Transportation (FDOT)
TITLE-sidewalk_width_sep.shp; bike_lane.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Bike Lanes and Pedestrian Sidewalks

Element 9
OTE - Map 1

Village of North Palm Beach Florida

2024-2034 ~~2015 - 2025~~ North Palm Beach

Water Supply Facilities Work Plan Update

Prepared for the Village of North Palm Beach

Prepared by Calvin Giordano & Associates. Inc

~~Land Research Management, Inc.~~

Table of Contents

Introduction 4

~~Background Information~~ Statutory History 5
Statutory Requirements 5

Village Overview 8

Relevant Regional Issues 9
Surficial Aquifer (SAS) ~~SAS~~ Withdrawal 12
Use of Reclaimed Water 12

Data and Analysis 13
Potable Water Service Area and Facilities 13

Population and Land Use 15
Level-of-Service (LOS) 16

Public Water Supply (PWS) Finished Water Supply Demand Projections 17
Domestic Self Supply (DSS) 18

Water Source Identification 19
Water Supply Project Identification and Selection 22
Availability of Water Supply and Public Facilities 22

Conservation Practices and Implementation of Conservation Measures 22

Comprehensive Plan Update Requirements 23

Attachment A - Comprehensie Plan Text Amendments 25

List of Tables

Table 1 North Palm Beach Population Projections 2025-2045 15

Table 2 North Palm Beach Future Land Use Acreage 16

Table 3 Projected Finished Water Demand Projections Through 2045.....18

Table 4 Seacoast Projected Water Withdrawl and Demand 20

Table 5 SFWMD Water Use Permitted Allocation (MGD) 21

Table 6 Conservation Implementation Practices.....24

Table 7 North Palm Beach Reclaimed Water Contracts 23

List of Maps

Figure 1 The Village of North Palm Beach ……..8

Figure 2 Seacoast Utility Authority Service Area……13

~~North Palm Beach Potable Water Supply Facilities Work Plan~~

Introduction

~~The purpose of the~~ The 2024-2034 ~~2015 - 2025~~ North Palm Beach Water Supply Facilities Work Plan Update covers a 10-year planning horizon and is consistent with proposed amendments to the Village's Comprehensive Plan and the 2023-2024 Lower East Coast (LEC) Water Supply Plan update. ~~(2015 - 2025 Work Plan)~~The purpose of the 2024-2034 Water Supply Plan is to identify and plan for the water supply sources and facilities needed to serve existing and future development within the Village's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approved the 2023-2024 ~~2013~~ Lower East Coast Water Supply Plan Update ~~(2013 LEC Update)~~.

SFWMD adopted the latest Lower East Coast Water Supply Plan (LEC) on September 24, 2024. ~~adopted the 2013 LEC Update on September 12, 2013~~. Per Section 163.3177(c), Florida Statutes, local governments and water suppliers are required to adopt a related Work Plan and supportive amendments to their comprehensive plans within 18 months of the approved LEC. ~~by March 12, 2015~~.

Municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon ~~period~~, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.

~~The (2015 - 2025 Work Plan) references identified initiatives to ensure adequate water supply for the Village of North Palm Beach.~~ According to state guidelines, the Village's 2024-2034 Work Plan ~~(2015 - 2025 Work Plan)~~ and Comprehensive Plan must address traditional and alternative water supplies, as appropriate, service delivery and conservation and reuse programs necessary to serve existing and new development for a minimum 10-year period. Further, the ~~(2015 - 2025 Work Plan)~~ 2024-2034 Work Plan must include a planning time-frame schedule consistent with the Comprehensive Plan and the LEC Update.

Potable water is supplied to North Palm Beach by the Seacoast Utility Authority (Seacoast). Local governments, like North Palm Beach, are required to coordinate with local public water suppliers, like Seacoast Utility Authority, in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period. Seacoast does not have any plans for capital projects within this 10-year period. The Village will work with Seacoast Utility Authority and ~~to~~ coordinate with SFWMD in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period.
~~Seacoast has provided specific documentation to governments within its service area confirming that: (1) adequate. Water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.~~

~~Background Information~~ Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, Florida Statutes (F.S.), by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

In 2005, lawmakers revised state water law, Section 373.707, F.S., and created the Water Resource Protection and Sustainability Program, which requires a higher level of water supply planning coordination between water management districts and local governments.

In 2011, the Florida Legislature updated Chapter 163, Part II, F.S., the *Community Planning Act* ("Act"), as set forth in Section 163.3164, F.S., et seq., to address the state's water supply needs. The Act requires each municipality and county to adopt and maintain a comprehensive plan. In Florida, all proposed and approved development in the community must be consistent with the comprehensive plan. In terms of water supply planning, information about state requirements for local government comprehensive plans is available in each regional water supply plan update.

The development of these plans has assisted the SFWMD in the coordination of future water supply planning and permitting with local government land use planning.

The 2012, 2015, and 2016, statutory changes clarified certain language which does not materially impact the Village. These legislative amendments have not impacted the requirement for local governments to provide an appropriate Water Supply Facilities Work Plan Update in a timely manner.

Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]

2. Ensure its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy or its functional equivalent and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be

available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.],

4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s.373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];

    b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and

    c. Include a water supply facility work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c), F.S.];

5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.

6. To the extent necessary to maintain internal consistency after making the changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.] If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.];

7. To the extent necessary to maintain internal consistency after making the changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1.,F.S.]

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update its Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

~~Included in this section are a brief Village overview and a discussion of defined regional water issues.~~

Village Overview

Figure 1 is a map of The Village of North Palm Beach, located in northeastern Palm Beach County. ~~(Ref: Map 1),~~ .

Figure 1
Map of The Village of North Palm Beach

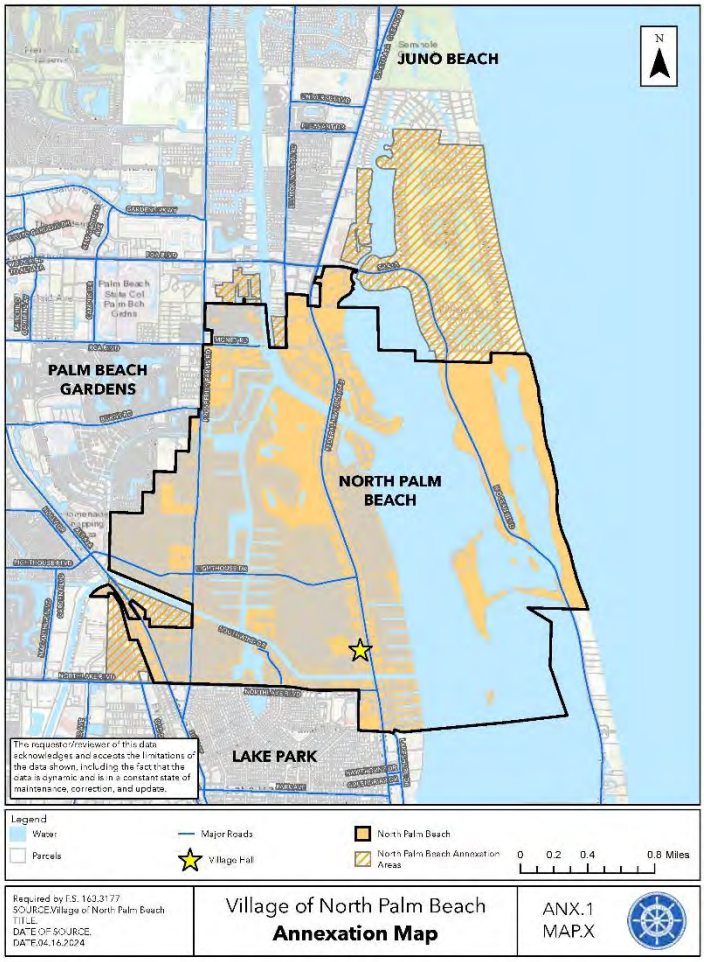


Figure 1 The Village of North Palm Beach

The Village of North Palm Beach is a unique water-oriented community providing a full-range of social, cultural and recreational opportunities, including the North Palm Beach Country Club and the 385-acre John D. MacArthur Beach State Park, for its residents. Incorporated in 1956, the Village's five square miles of incorporated area includes approximately two square miles of water area.

The current population of the Village according to the U.S. Census Bureau, American Community Survey, 2021 5-year estimates is 13,096. The village's population is stable with minimal future development potential. Population growth is limited by the scarcity of vacant and developable land unless annexations occur. Existing redevelopment is limited to single family and a few commercial properties. Over the next 10 years, future redevelopment along the US 1 and Northlake Boulevard corridors could bring additional commercial and mixed-use redevelopment beyond the 10-year timeline. ~~Approaching buildout, with limited remaining developable area, the Village presently supports a resident population of approximately 12,600 and a peak-day seasonal population of an additional 1,500 part-time residents~~.

The Village of North Palm Beach's population increases during the Winter season, which spans from November through April. According to the ACS 2022 5-year estimate, seasonal units in the Village total 1,748. Using 1.8 persons per household as the multiplier to estimate seasonal population, the seasonal population total is 3,146. Adding this number to 13,096 makes the total seasonal population in the Village 16,242.

Village marinas and waterfront parks provide boating and fishing opportunities for small crafts as well as luxury and sport fishing boats. Hundreds of docks line waterways within the Village providing access to productive fishing areas in the Lake Worth Lagoon and the Atlantic Ocean.

The Village has generally restricted commercial development to the Northlake Boulevard, U.S. Highway One, and Alternate A-1-A corridors. Historically, the Village has prohibited industrial development. However, creation of an industrial future land use category, coupled with recent annexation activity, has created opportunities for industrial development in the area west of Alternate A-1-A.

The Village operates under a Council/Manager form of government, consisting of five elected officials and an appointed Village Manager. A group of appointed boards whose duties include advisory and plan review functions, meet regularly to ensure careful consideration of matters relating to development, planning, recreation and administrative affairs. These board meetings, often well-attended by Village residents, provide a vital means of assuring public input into the Village decision-making process.

The Village provides a full range of municipal services, including public safety (police, fire and emergency medical services), solid waste and public improvements as well as ~~the~~ recreational/cultural and general political and administrative services.

Relevant Regional Issues

South Florida regional water supply issues are identified and discussed in ~~Chapter 5 *Evaluation of Water Source Options* of~~ the 2023-2024 ~~2013~~ the adopted Lower East Coast (LEC) 2023-2024 Update. The LEC Planning Area traditionally has relied on fresh groundwater from the Surficial Aquifer System, (SAS), and fresh water from Lake

Okeechobee as the primary water source for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these sources has been maximized due to potential impacts on the regional system, wetlands, existing water users, and the potential for saltwater intrusion. As population and water demands increased, the development of other water source options also increased. Therefore, new or increased allocations from these freshwater sources will be reviewed on an application-by-application basis to determine if a project meets the consumptive use permitting criteria. As a result, diversification of water supply sources, such as use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation of additional storage systems, i.e. reservoirs, aquifer storage, and recovery systems has been occurring in the LEC Planning Area and is expected to continue to occur in the future. The source options are dependent on location, use type, demand, regulatory requirements, and cost.

Additionally, Southeast Florida is one of the most vulnerable regions to the impacts of climate change and sea level rise as result of our flat topography, porous limestone geology, and dense coastal development. Climate change and sea level rise are expected to present significant challenges relating to water resource planning, management, and infrastructure for the counties located in South Florida, including Broward, Miami-Dade, Palm Beach, and Monroe counties. The primary concern to water supply is saltwater intrusion into the SAS and Biscayne aquifers, which are the primary sources of drinking water in the tri-county region. Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise;
2) saltwater intrusion;
3) extreme weather; and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Regional issues that affect the Village include minimizing pressure on the Everglades, SAS and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered to restore, protect, and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help to ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico to redirect the water to flow through the historic flow path down to Florida Bay. ~~Among the issues identified, the following are the most pertinent to Village future water supply needs: freshwater withdrawal from the limited Surficial Aquifer System (SAS) resource; use of reclaimed water as an alternative source; and conservation practices as a~~

~~means to reduce per capita consumption.~~

Surficial Aquifer (SAS) ~~SAS~~ Withdrawal

Fresh groundwater is the primary source of supply for potable water consumption, landscape irrigation, and industrial and commercial uses in the LEC Planning Area. In the urban areas of the LEC Planning Area, including the Village, public water suppliers (PWS) rely heavily on the SAS. The SAS produces good quality fresh water from relatively shallow wells. Local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park recharge these aquifers. When sufficient water is available, surface water from Lake Okeechobee can also be routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared by the Governing Board of the SFWMD to conserve freshwater supplies.

According to the adopted 2023-2024 LEC update, groundwater sources can meet 2045 Public Supply (PS) demands; however, increases in fresh groundwater allocations are limited to comply with resource protection criteria. ~~Most of the 2030 regional water supply demand will continue to be met by fresh groundwater from the SAS.~~ However, coordinated long-term plans are being implemented that consider alternative water supplies in order to match demand with availability. ~~Discussions of current programs and plans are presented in Sections 4.0 (Water Source Identification), 5.0 Water Supply Project Identification and Section and 7.0 (Conservation Practices) of this report~~

Use of Reclaimed Water

The use of reclaimed water in the LEC Planning Area helps to reduce potential resource impacts by decreasing the reliance on traditional fresh sources, such as groundwater and surface water. Reclaimed water receives at least secondary treatment and basic disinfection and is reused after treatment at a domestic wastewater treatment facility. Reclaimed water is used for landscape irrigation (e.g., medians, residential lots, and golf courses), groundwater recharge, cooling water, and environmental enhancement.

The Water Resource Implementation Rule (Chapter 62-40, F.A.C.) requires the Florida Department of Environmental Protection (FDEP) and water management districts to advocate and direct the use of reclaimed water as part of their water management programs. The District requires all applicants for water use permits to irrigate with more than 0.1 MGD of water and those applicants within a mandatory reuse zone to use reclaimed water if it is feasible.

Reclaimed water for irrigation will continue to be an important and expanding part of future reuse in the LEC Planning Area. Additional reuse methods may be available to meet future water demands including use by water suppliers to recharge and replenish the network of canals found in Palm Beach County and reduce water deliveries from the regional water management system during the dry season.

~~A discussion of the status of reclaimed water use is presented in Section 7.O (Conservation Practices) of this report~~

~~Implementation of Conservation Measures~~

~~Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. The District has approved the Comprehensive Water Conservation Program which consists of three initiatives: regulatory; voluntary and incentive-based; and education and marketing. The objective of the program is to achieve a measurable reduction in water use. The success of Comprehensive Water Conservation Program is subject to funding levels and voluntary participation by public water suppliers and other participating groups.~~

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

Data and Analysis

Included in this section is a discussion of Village potable water supply services and needs.

Potable Water Service Area and Facilities

North Palm Beach does not own or operate its own potable water supply system. Rather, potable water facilities and services are provided by Seacoast Utility Authority (Seacoast). In addition to the Village, Seacoast provides potable water service to Palm Beach Gardens, Juno Beach, and Lake Park, as well as portions of unincorporated Palm Beach County. The corporate limits of the Village, within the Seacoast service area, are illustrated on Map 2.

All five entities receiving services are members of the Seacoast Governing Board. All responsibilities for the withdrawal, treatment and distribution of potable water to the residents and businesses in the Village are assumed by Seacoast, including the direct billing of customers.

Related to the approval of development orders, Seacoast requires developers to upgrade the capacity of existing systems, and/or build new system components to meet their needs. Upon completion, Seacoast assumes ownership, operation and maintenance responsibilities of all related systems.

In the 2024-2034 adopted Water Supply Plan Update, no new water treatment plants are planned for construction in the Seacoast service area. ~~Seacoast recently completed a 30.5 MGD membrane treatment facility allowing its two lime-softening treatment facilities (Richard Road and Hood Road) to be decommissioned.~~

Figure 2
Map of Seacoast Utility Authority Service Area

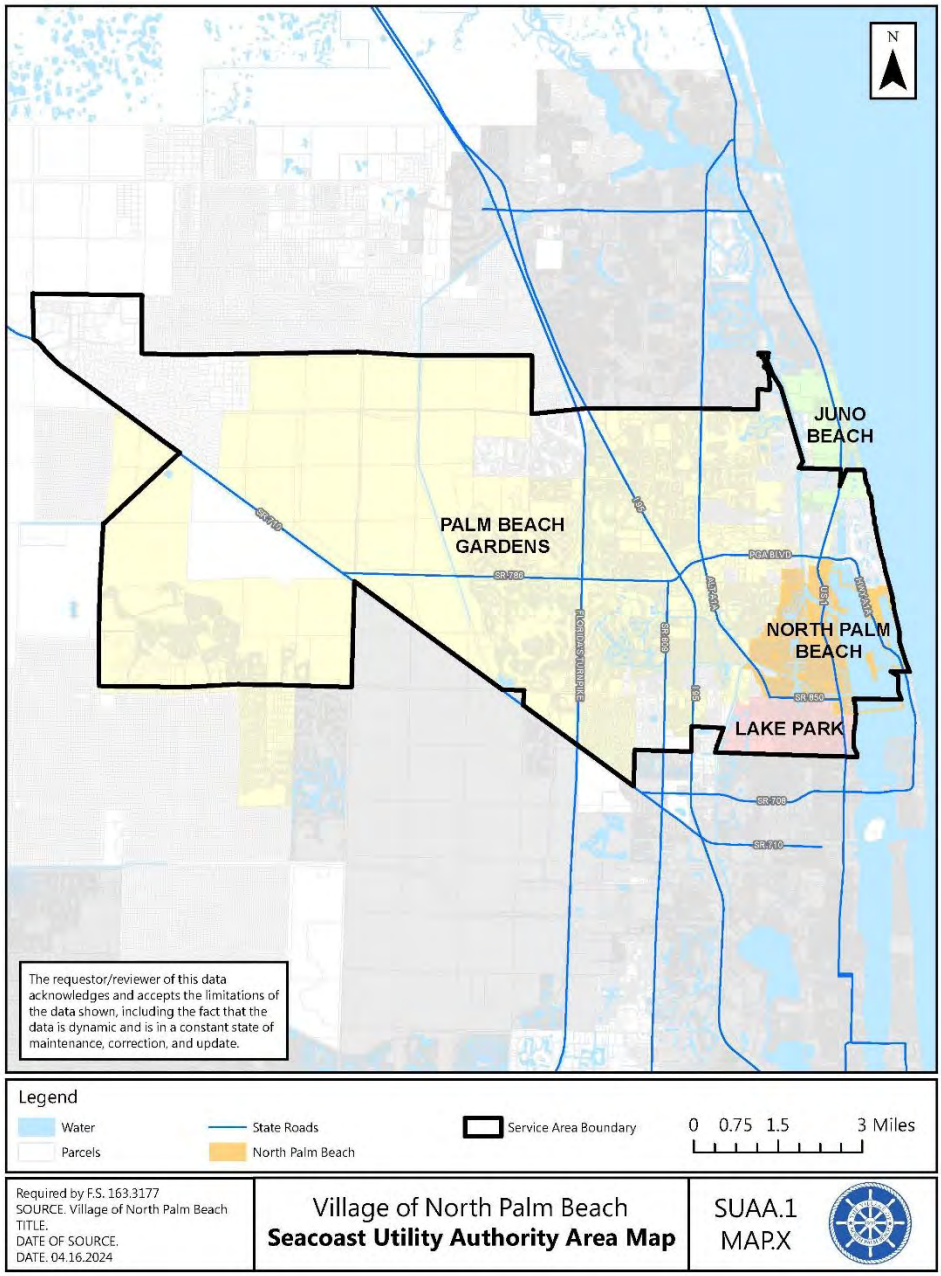


Figure 2 Map of Seacoast Utility Authority's Service Area.

Population and Land Use

Population projections for the Seacoast service area and the Village were supplied by the Palm Beach County Planning Division. Projections are presented in Table 1.

Table 1 North Palm Beach Population Projections 2025-2045

Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

Source: *Seacoast Service Area Data From 2023-2024 LEC Update. **North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.

~~**TABLE 1**~~
~~**Population Projections**~~

~~Year~~	~~Resident Population Projections*~~		~~North Palm Beach Share of Service Area(%)~~
	~~Seacoast Service Area~~	~~North Palm Beach~~	
~~2015~~	~~90,853~~	~~12,219~~	~~13.4~~
~~2020~~	~~96,674~~	~~12,592~~	~~13,0~~
~~2025~~	~~100,816~~	~~12,786~~	~~12.7~~
~~2030~~	~~103,271~~	~~13,070~~	~~12.7~~
~~2035~~	~~105,802~~	~~13,353~~	~~12.6~~

~~* - Palm Beach County Planning Division data; March 2013.~~

~~North Palm Beach population projections were most recently updated by the Village during its evaluation of proposed Comprehensive Plan Amendment 2015- 02 (Waterclub II).~~ During the last update (2015), ~~P~~ projections indicated that buildout of the Village would occur by 2020 and result in a population of 13,084 permanent residents. Based on the 2021 American Community Survey 5-Year Estimates, the population of the Village is 13,096. At this time the Village's population is stable with opportunities for some growth from redevelopment. ~~or 103% of the number (12,592 residents) projected by the Palm Beach County Planning Division for that same year. Due to the slight difference, and in order to maintain consistency with the Village's service provider, projections prepared by the Palm Beach County Planning Division, as presented in Table 1, are used for the purposes of projecting future Village water supply needs.~~

An updated inventory of the Village's ~~existing~~ Future ~~Village~~ Land use is presented in Table 2. ~~The minimal amount of vacant land indicates that the assumption of a near-term~~

~~projected buildout of the Village is appropriate.~~

Table 2 North Palm Beach Future Land Use Acreage

Future Land Use Designation	Acreage	Percentage
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
High Density Residential	224.65	12.92%
Recreation/Open Space	193.61	11.14%
Conservation	301.59	17.35%
Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial/Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.8	12.24%
Total	1738.6	100.00%

Source: 2023-2024 Noth Palm Beach Village Comprehensive Plan. Future Land Use Element

Level-of-Service (LOS)

The Village's adopted potable water level-of-service (LOS) standards, per Seacoast, ~~the Village of North Palm Beach Comprehensive Plan~~ are as follows:

Potable Water Average Day LOS: 188 ~~Residential - 99~~ gallons per capita per day (GPCD) for the entire Village, including non-residential. ~~and Non-Residential - 1,874 gallons/acre/day.~~

Sanitary Sewer Level of Service: For both residential and non-residential is 107 gallons per capita per day.

~~**Maximum Day Generation:** Residential - 147 gallons per capita per day; and Non-Residential - 2,782 gallons/acre/day~~.

~~*Table 3 North Palm Beach Existing Land Use Inventory*~~

~~Existing Land Use~~	~~Acres~~
~~Single-Family Residential~~	~~679.55~~
~~Multiple-Family Residential~~	~~258.16~~
~~Commercial~~	~~165.62~~
~~Institutional~~	~~77.14~~
~~Utility/Transportation~~	~~10.25~~
~~Recreation and Open space~~	~~190.09~~
~~Conservation~~	~~225.94~~
~~Water~~	~~1,225.10~~
~~Vacant~~	~~32.66~~
~~**Total Acres**~~	~~**2,864.51**~~

~~Source: 2006 Evaluation and Appraisal Report; Land Research Management, Inc.; 6/15.~~

For planning purposes, according to the 2023-2024 LEC Update Appendix A, Seacoast currently uses an average day finished water generation rate of 188 ~~189~~ gallons per capita per day (gpcd), consistent with the current system-wide usage (i.e. CUP 50-00365-W; effective to 2032)). Seacoast does not employ a non-residential generation rate; rather, all consumption (i.e. for planning purposes) is expressed on a per capita basis. Therefore, for the purposes of this analysis, the Seacoast generation rate (188 ~~189~~ gpcd) is used to project Village water demands.

Public Water Supply (PWS) Finished Water Supply Demand Projections

Projections of finished water demand for North Palm Beach are presented in Table 3. Current (~~2015~~ 2024) finished potable water demand is estimated at 2.46 ~~2.31~~ mgd (i.e. resident population of 13,096~~12,219~~ residents x 188 ~~189~~ gallons per capita per day), representing 13.4% of the total within the Seacoast service area.

Table 3 ~~is the~~ projects ~~ed~~ ~~that the Village's~~ the finished potable water demand for the Village, using population projections from Table 1. (Ref: Table 1) The finished water demand will attain a level of 2.64 ~~52~~ MGD by 2045 ~~2024~~, or ~~12.6~~ 13.02% of the total demand within the Seacoast service area.

Table 3 Projected Finished Water Demand Projections Through 2045

Year	North Palm Beach Population	Finished Water Demand (MGD)
2025	13,053	2.45
2030	13,297	2.50
2035	13,503	2.54
2040	13,838	2.60
2045	14,069	2.64

Source: Population from 2023 Palm Beach County Zoning and Building Division.

Domestic Self Supply (DSS)

DSS is defined as water used by households whose primary source of water is water treatment facilities ~~and/or private wells~~ with pumpage~~s~~ of less than 100,000 gallons per day and/or private wells. Eleven residential units and a 5,300 sq. ft. office building located north of Richard Road, and west of Alternate A-1-A, in an area annexed by the Village in 2010, currently use a DSS water source.

~~TABLE 3~~
~~North Palm Beach Projected Finished Water Demand~~

~~Year~~	~~Residents*~~	~~Finished Water Demand (MGD)~~
~~2015~~	~~12,219~~	~~2.31~~
~~2020~~	~~12,592~~	~~2.38~~
~~2025~~	~~12,786~~	~~2.42~~
~~2030~~	~~13,070~~	~~2.47~~
~~2035~~	~~13,353~~	~~2.52~~

~~* From Table 1.~~
~~** Residents x 189 gpcd.~~

Water Source Identification

According to the adopted 2023-2024 ~~2013~~ LEC Update, Seacoast currently ~~(2015)~~ withdraws an average of 21.76 ~~21.88~~ mgd of raw water from the fresh Surficial Aquifer System (SAS) and the brackish Floridan Aquifer System (FAS). The water use permit includes an overlap in allocations from SAS and FAS sources to provide operational flexibility on a seasonal basis. ~~Current Seacoast plans will result in the use of both the SAS and Floridan Aquifer System in the future.~~

Projections of raw water withdrawal and finished water demand for Seacoast from the 2023-2024 ~~2013~~ LEC Update are presented in Table 4.

The current Seacoast Public Water Supply consumptive use permit (CUP 50- 00365-W) was renewed by the South Florida Water Management District (SFWMD) in 2012 for a 20-year period at an average-day Surficial Aquifer allocation of 22.3 MGD and Floridan Aquifer allocation of 8.9 MGD. Based on the adopted 2023-2024 LEC Update, Seacoast has an interlocal agreement with Palm Beach County Water Utilities Department (PBCWUD) to purchase up to 5.00 mgd of bulk finished water. Projections of raw water withdrawal, by expected supply component are presented in Table 5. ~~Based upon the projections in Table 5, future withdrawal from the Surficial Aquifer should not exceed the 22.30 MGD allocation commencing in 2020 due to being supplemented by withdrawal from the Floridan Aquifer source.~~

Table 4 Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2025	22.09	18.41
2030	23.20	19.34
2035	23.37	19.47
2040	23.84	19.87
2045	24.03	20.03

Source: 2023-2024 LEC Update Appendix A

~~**TABLE 4**~~
~~**Seacoast Current and Projected Water Supply**~~

~~Year~~	~~Raw Water Withdrawal (MGD)~~	~~Finished Water Demand (MGD)~~
~~2015~~	~~21.88~~	~~17.50~~
~~2020~~	~~23.33~~	~~18.62~~
~~2025~~	~~24.77~~	~~19.69~~
~~2030~~	~~26.30~~	~~20.69~~

~~* - Demand under average conditions.~~
~~Source: Lower East Coast Water Supply Plan, 2013Update.~~

Table 5 details the permitted allocation from the potable water sources; SAS, FAS, and the bulk finished water from PBCWUD for available supply of 26.92 mgd. The 2045 future demand projections in Table 4 for the Village is 26.94 mgd. The total permitted allocated water for the Village is sufficient to fulfill current and future demand of 26.64.

Table 5 SFWMD Water Use Permitted Allocation (MGD)

Potable Water Source	**Allocation**
Surficial Aquifer	22.30
Floridan Aquifer	8.90
Bulk Finished Water from Palm Beach County Utilities Department	2.00
TOTAL ALLOCATION	**26.92**

Source: 2023-2024 LEC Update Appendix A

~~TABLE 5~~
~~Seacoast Current and Projected Water Supply by Source~~

~~Year~~	~~Biscayne/Surficial Aquifer (MGD)~~	~~Floridan MGD)~~	~~Total (MGD)~~
~~2015~~	~~21.88~~	~~0~~	~~21.88~~
~~2020~~	~~22.30~~	~~1.30~~	~~23.33~~
~~2025~~	~~22.30~~	~~2.47~~	~~24.77~~
~~2030~~	~~22.30~~	~~3.53~~	~~26.30~~

~~Source: Lower East Coast Water Supply Plan, 2005-2006 Update.~~

Seacoast presently withdraws raw water ~~is presently drawn~~ from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road and Palm Beach Gardens) and ~~three~~ five Floridan Aquifer wells (Hood Road), pursuant to the current CUP. Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP conditions. Each wellfield has protection zones mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed and zone requirements enforced by DERM.

Water Supply Project Identification and Selection

The ~~2013~~ 2023-2024 LEC Update does not list any water supply development projects for Seacoast. ~~includes one project, a Nonofiltration Concentrate Blending Facility, to be completed in 2015 at a cost of $4.5 Million. According to Seacoast, the project has been completed.~~

Availability of Water Supply and Public Facilities

The Seacoast CUP, issued by the District in September 2012 will provide adequate water supply to meet demands within its service area through the year 2032. In addition to District allocations in the CUP, Seacoast has executed a Utility Bulk Sale Agreement (June 2006) with Palm Beach County to receive up to 5 MGD of bulk potable per year. Also, Seacoast has water supply system interconnections with the Town of Jupiter (Donald Ross Road at its intersections with Alternate A-1-A and Jog Road, and U.S. 1 and Ocean Drive) and the City of Riviera Beach (Military Trail and Leo Lane) which can be utilized to supplement supply during emergencies.

~~**Conservation Practices**~~

Conservation Practices and Implementation of Conservation Measures

Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. Water conservation is the key to maintaining the health and productivity of the Surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality. In accordance with Chapter 19, Article IX, of the Village Code, the Village has mandatory year-round landscape irrigation conservation measures that include hours for landscape irrigation that prohibit irrigation between the hours of 10:00 AM and 4:00 PM. Even numbered addresses can irrigate Tuesday, Thursday and Sunday. Odd numbered addresses can irrigate Monday, Wednesday, and Saturday. The Village also allows low-volume irrigation, micro-irrigation, and low-volume hand watering methods, and rain barrels, cisterns and other rain harvesting devices can be used any time.

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

~~An inventory of water conservation practices implemented by public water supplier is presented in~~

~~Table 0-5 of the 2013 LEC Update Appendices.~~ A summary of practices currently implemented by Seacoast and The Village is presented in Table 6. Some of ~~T~~ these practices are also regulated by the Village through their Code of Ordinances, specifically Article IX, section 200-203.

Table 6 Conservation Implementation Practices

Conservation Practice	Seacoast	The Village
Irrigation Hours	Yes	Yes
Florida Friendly Landscape Ordinance	~~Yes~~ No	Yes
Ultra Flow Fixtures	~~Yes~~ No	Yes
Rain Sensor Ordinance	~~Yes~~ No	No
Water Conservation Rate Structure	Yes	No
Leak Detection and Repair Program	Yes	No
Public Education Program	Yes	No

Source: Seacoast Utility Authority Conservation ~~Table D-5; 2013 LEC Update Appendices~~

In addition to the above conservation practices, Seacoast has been providing ~~waste water effluent~~ reclaimed water for irrigation purposes since 1978. At present, Seacoast's entire average daily wastewater flow is committed to active on-line reclaimed water consumers. An inventory of contracts for reclaimed water in North Palm Beach is presented in Table 7 and has not changed since the 2016 update.

Table 7 North Palm Beach Reclaimed Water Contracts

Name	Classification*	Allocation (MGD)
Old Port Cove	A - Guaranteed	0.200
Gemini Condominium	A - Guaranteed	0.034
Royale Harbor Condominium	A - Guaranteed	0.040
Waterway Terrace Condominium	A- Guaranteed	0.031
Seamark Condominium	A- Guaranteed	0.020
Governor's Pointe	A- Guaranteed	0.050
North Palm Beach Country Club	A - Guaranteed	0.300
Total		**0.675**

Source: Seacoast Utility Authority 2024~~: 12/31/07: North Palm Beach: 7/11/08.~~
* - According to Seacoast, Class B contracts have always received their allocations

Comprehensive Plan Update Requirements

Previous Water Supply Plan Amendments

During the preparation of the ~~2006~~ 2024 Comprehensive Plan update ~~Evaluation and Appraisal Report (EAR)~~, a review of statutory (Florida Statutes) ~~and Code (Florida Administrative Code)~~ amendments affecting the North Palm Beach Comprehensive Plan is underway ~~was completed~~. The ~~EAR~~ update directed several amendments to address potable water supply which were incorporated. ~~within the Village 2020 Comprehensive Plan. The following is an element-by-element summary of the previous amendment~~

Proposed Water Supply Plan Amendments

Section 163.3177, Florida Statutes requires that the Village's ~~2015 – 2025~~ 2024-2034 North Palm Beach Water Supply Facilities Work Plan Update includes a policy to update the Village of North Palm Beach Comprehensive Plan. The policy update is included in Attachment A.

ATTACHMENT A- COMPREHENSIVE PLAN TEXT AMENDMENTS

Revise Policy 5.6 of the Infrastructure Element (Sanitary Sewer Solid Waste Stormwater Management Potable Water and Natural Groundwater Aquifer Recharge) Element and the Conservation Element to read as follows (deletions are indicated by strikethrough and additions are indicated by underline. Changes made between the transmittal and adoption hearings are indicated by double strikethrough and double underline).

INFRASTRUCTURE ELEMENT

…

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the 2015 – 2025 2024-2034 Ten Year Water Supply Facilities Work Plan Update (Work Plan) dated July 2015 for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan at least each five years within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated Lower East Coast regional water supply plan. Any changes affecting the Village's Work Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

…

CONSERVATION ELEMENT:

…

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

POLICY 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

POLICY 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent that they may apply to the Village of North Palm Beach.

POLICY 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, P.E., Public Works Director

DATE: June 12, 2025

SUBJECT: **RESOLUTION – Approval of an increase to the blanket purchase order issued to Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance services for various Village Departments**

Staff is requesting Village Council approval of an increase in the amount of the blanket purchase order issued to Precision Landscape Company of Palm Beach County, Inc. ("Precision") for miscellaneous landscaping and grounds maintenance projects.

Through the adoption of Resolution No. 2024-108 on December 12, 2024, the Village Council approved a Fiscal Year 2025 blanket purchase order in the amount of $100,000 with Precision for miscellaneous landscaping and grounds maintenance projects utilizing pricing established in the existing Contract for Landscaping and Grounds Maintenance Services executed in 2024. Because multiple departments utilize Precision's services for enhancing the landscaping throughout the Village, an increase is needed to continue to receive services from the vendor for the remainder of this fiscal year.

The vendor invoices the Village in accordance with the approved itemized pricing set forth in Precision's proposal submitted in response to the recent RFP. Village Staff is estimating that an additional $100,000 is required for the current fiscal year and is therefore requesting an increase in the previously issued blanket purchase order to $200,000.

Account Information:

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

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

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolution increasing the blanket purchase order issued to Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance services from $100,000 to $200,000 in accordance with Village policies and procedures.

RESOLUTION 2025-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA INCREASING THE FISCAL YEAR 2025 BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES FROM $100,000 TO $200,000; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of $100,000; and

WHEREAS, through the adoption of Resolution No. 2024-108 on December 12, 2024, the Village Council approved a blanket purchase order for $100,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects utilizing pricing establishing in the existing Contract for Landscaping and Grounds Maintenance Services executed in 2024; and

WHEREAS, Village Staff is requesting a $100,000 increase in the blanket purchase order (for a total of $200,000) for the remainder of the fiscal year; and

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

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

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

Section 2. The Village Council hereby approves an increase in the Fiscal Year 2025 blanket purchase order with Precision Landscape Company of Palm Beach County, Inc. to $200,000 for miscellaneous landscaping and grounds maintenance projects for various Village departments, with funds expended to the appropriate account based on the service location and requesting department.

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

RESOLUTION 2024-108

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FISCAL YEAR 2025 BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of $25,000; and

WHEREAS, Village Staff is recommending approval of a blanket purchase order for $100,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects utilizing pricing establishing in the existing Contract for Landscaping and Grounds Maintenance Services executed in 2024; and

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

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

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

Section 2. The Village Council hereby approves the issuance of a Fiscal Year 2025 blanket purchase order in the amount of $100,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects for various Village departments, with funds expended to the appropriate account based on the service location and requesting department.

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2024.

VILLAGE OF NORTH PALM BEACH FLORIDA
(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Allan Bowman, Director of Golf Operations, North Palm Beach Country Club
James Anthony, Facilities Manager, Public Works

DATE: June 12, 2025

SUBJECT: **RESOLUTION – Approval of a Contract for the Construction of a Golf Course Wash Plant Facility**

The North Palm Beach Country Club is in need of a dedicated equipment wash-down and chemical storage facility. A closed-loop wash-down system is essential for preventing runoff of fertilizers and grounds keeping chemicals, ensuring environmental compliance, conserving water through reuse, and meeting current industry and regulatory standards.

To address this need, the Village issued an Invitation to Bid (ITB) for the construction of a steel Wash Plant facility and the installation of standard water reclamation equipment to be located in the golf course maintenance area.

Bidding Process:
The Village received ten (10) bid proposals in response to the ITB by 2:00 p.m. on May 15, 2025:

1. X10 Construction – $750,000
2. Ahrens Enterprises, Inc. – $941,962
3. Set Up Project Management – $1,087,808.65
4. Mangonia Construction – $1,100,102.04
5. Conengineers Builders LLC – $1,138,929.60
6. SoCal Shaker Plates & Construction – $1,146,405.00
7. Perez-Borroto Construction – $1,398,440.00
8. Ralph Della Pietra – $1,550,981.00
9. Cooper Construction – $1,563,010.00
10. SMG Contractors – $1,688,488.00

The lowest bid, submitted by X10 Construction, was found to be non-conforming due to the following issues:

- Failure to include required electronic submission
- Incomplete documentation demonstrating relevant experience (Section 2.6)
- Inadequate identification of subcontractors (Section 2.27)
- Omission of trench safety cost details

As a result, the next lowest conforming bid—from Ahrens Enterprises Inc.—is recommended for award.

Financial Information:

- Contract Amount: $941,962
- 10% Contingency: $94,196
- Total Project Budget: $1,036,158

Currently, $700,000 is available in the Golf Course Capital Account for this project, with additional funding expected from the Golf Department's budget by fiscal year-end. If needed, a budget amendment will be prepared and presented to Council at year-end for approval.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-66210	Construction & Major Renovation	$941,962.00
			Contingency	$94,196.00
			Total w/ Contingency	**$1,036,158.00**

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

Recommendation:

Village Staff recommends Council approval of the attached Resolution accepting the bid proposal from Ahrens Enterprises, Inc. d/b/a Ahrens Companies for the construction of the Wash Plant Facility at the North Palm Beach Country Club in an amount not to exceed $941,962 (with a total project budget of $1,036,158 including contingency), with funds expended from Country Club Account No. L8045-66210 (Golf Course Maintenance – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2025-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A BID PROPOSAL FROM AHRENS ENTERPRISES, INC. D/B/A AHRENS COMPANIES FOR THE NORTH PALM BEACH COUNTRY CLUB WASH PLANT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued an Invitation to Bid for the construction of a Wash Plant Facility at the North Palm Beach Country Club; and

WHEREAS, the Village received ten bid proposals in response to the ITB, and Village Staff recommended acceptance of the lowest responsive and conforming bid proposal submitted by Ahrens Enterprises, Inc. d/b/a Ahrens Companies; and

WHEREAS, the Village Council wishes to execute a Contract with Ahrens Enterprises, Inc. 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 THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council hereby accepts the bid proposal submitted by Ahrens Enterprises, Inc. d/b/a Ahrens Companies for the construction of a Wash Plant Facility at the North Palm Beach Country Club at a cost not to exceed $941,962.00, with funds expended from Country Club Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). Including contingency, the total project budget shall be $1,036,158.00. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 2025, ("Effective Date") by and between the Village of North Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and Ahrens Enterprises, Inc., a Florida corporation ("Contractor") d/b/a Ahrens Companies, whose address is 1461 Kinetic Road, Lake Park, Florida 33404.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid for the North Palm Beach Country Club Wash Plant Building (ITB No. 2025-PW01) and Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and shall incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid for the North Palm Beach Country Club Wash Plan (ITB No. 2025-PW01) and the Contractor's Bid Proposal submitted in response to the Invitation to Bid, including all documentation required thereunder ("Contract Documents"). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be: this Contract and any amendments thereto; the Village's Invitation to Bid No. 2025-PW01; and Contractor's Bid Proposal.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall compensate Contractor in accordance with Contractor's Bid Proposal submitted in response to the Invitation to Bid, a copy of which is attached hereto and incorporated herein, according to the terms and specifications of the Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village:
Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email: chuff@village-npb.org

ii. with a copy to:
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email: jmount@village-npb.org

iii. As to the Contractor: Ahrens Enterprises, Inc. d/b/a Ahrens Companies
1461 Kinetic Road
Lake Park, Florida 33403
Attn.: Richard Ahrens, President/CEO
Email: richard@ahrenscompanies.com

b. Headings. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts. This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **two hundred and ten (210) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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, 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.

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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

d. 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 parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH:

[SEAL]

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR:

AHRENS ENTERPRISES, INC. D/B/A AHRENS COMPANIES

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

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 **Ahrens Enterprises, Inc**.

3. **Ahrens Enterprises, 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:

Village of North Palm Beach Bid Summary Sheet

Proposal for:: ITB 2025-PW01 VNPB Wash Plant Building Date: May 15, 2025				No. of Proposals Received: 10
VENDORS				
Conengineers Builders LLC Jaime Ocampo 1930 N. Commerce Pkwy, Suite 1 Weston, Fla. 33326	X10 Construction Andrei Pushkarou 15371 NE 21st Ave. N. Miami Beach, Fl. 33162 305-615-9009	Cooper Construction Management 7 Consulting Inc. 354 Hiatt Dr. Suite 140 Palm Beach Gardens, Fl. 33418 561-841-6150	Ahrens Enterprises, Inc. Dba. Ahrens Companies 1461 Kinetic Road	Set Up Project Management LLC. 2950 Glades Cir Unit 9 Weston, Fl. 33327
$1,138,929.60	$750,000.00	$1,563,010.00	$941,962.00	$1,087,808.65

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
	Andreas Fishborn, Cooper Construction
D Giordano	Denise Wromowski, Ahrens Companies
Margarita Fuentes	William Perez - Borroto, Perez Borroto Constr.
Alle Bowe	Roman Alezones, Conengineers Builders, LLC

Village of North Palm Beach Bid Summary Sheet

Proposal for: ITB 2025-PW01 VNPB Wash Plant Building	Date: May 15,2025	No. of Proposals Received:

VENDORS

SMG Contractors 1615 S. Congress Av, Suite 103 Delray Beach, Fl. 33445 954-952-7368	Mangonia Consrruction group 700 S. Rosemary Ave Ste 204 WPB, Fla. 33401	SoCal Shaker Plates & Construction DBA National General Copnstruction 643 US HWY 1 Unit 13094 NPB. Fl. 33408	Ralph Della Pietra Inc 880 Jupiter Park Dr. Unit 13 Jupiter Fla 33458	Perez-Borroto Construction LLC DBA TrueBuild Group 8895 N Military Trail #204-D PBG, Fl. 33410
$ 1,688,448.00	$ 1,100,102.04	$ 1,146,405.00	$ 1,550,981.00	$ 1,398,440.00

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
	Josh Della-Pietra, Ralph Della
	Manuel Hernandez, Setup Project Mgmt
	Carlos Deltamandric, Setup Project
	Nikki Smith, So Cal Shaker Plates

X10 CONSTRUCTION

DESIGN BUILDERS • CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

15371 NE 21st Ave, North Miami Beach, FL tell # 305-615-9009

May 14, 2025

Attn: James Anthony

Re: VNPB WASH PLANT BUILDING

Dear James Anthony,
Facilities Manage
645 Prosperity Farms Road,
North Palm Beach, Florida 33408

X10 Construction Manager (CM), is pleased to propose a Guaranteed Maximum Price (GMP) of $ 750,000

The entire construction process of this project, based on the scope below. In accordance with the project agreement, this price includes the costs to complete the entire scope.

We look forward to proceeding with this project and providing quality work for the city of Lauderhill. Your review and approval are requested.

Very truly yours,

X10 CONSTRUCTION CO., INC.

Andrey Pushkarou

Division 01- General Requirements

1. Construction will be accomplished primarily during normal working hours, which will include various activities causing loud noises.
2. We assume city will provide tax except as this project falls on government improvement
3. Our price does not include final cleaning; we are broom clean only. If required, shall be done by others.
4. The permit fee, will be paid by client, we include pick up only
5. Asbestos repost will be handle by client
6. Price includes all submittals, shop drawings and etc that used on site.
7. Temporary utility installation and consumption cost are not included.
8. Access to existing utilities for temporary construction water and electrical use assumed available immediately after request.

Alternate: Our base bid price does not include bond, if bond require please add $45,000

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS
Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

x10 Construction Inc

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: x10 Construction Inc

Owner or Principal: Andrei Pushkarou

Years in Business: 8

Number of Employees: 9

Name of Primary Contact: Andrei Pushkarou

Telephone of Primary Contact: (305) 615-9009

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4/18/25

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

x10 Construction Inc
Firm Name

Signature

Andrei Pushkarou President
Name and Title (Print or Type)

Date 5/12/2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

x10 Construction Inc

Street Address:

15371 NE 21st Ave, North Miami Beach, FL 33162

Mailing Address (if different than Street Address):

Telephone Number(s): (305) 615-9009

Fax Number(s): _____

Email Address: bids@x10construction.com

Federal Employer Identification Number: 81-4833907

Prompt Payment Terms: ____% ____ days' net 15 days

Signature: _____
(Signature of authorized agent)

Print Name: Andrei Pushkarou

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

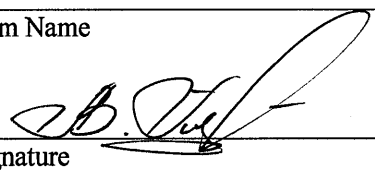
Please check one of the following statements and attach additional documentation if necessary:

V To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

x10 Construction Inc
Firm Name


Signature

Andrei Pushkarou
Name and Title (Print or Type)

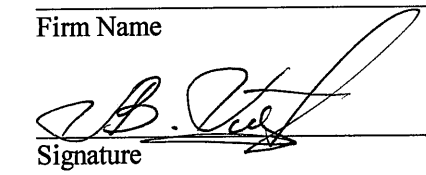
5/12/2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

x10 Construction Inc
Firm Name


Signature

Andrei Pushkarou
Name and Title (Print or Type)

5/12/2025
Date

DRUG-FREE WORKPLACE

x10 Construction Inc is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

x10 Construction Inc
Firm Name

Signature

Andrei Pushkarou / President
Name and Title (Print or Type)

5/12/2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Andrei Pushkarou / President
(print individual's name and title)
for x10 Construction Inc
(print name of entity submitting sworn statement)

whose business address is 15371 NE 21st Ave, North Miami Beach, FL 33162

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4833907

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

V Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of V physical presence or __ online notarization this 12 day of May, 2025 by Andrei Pushkarou, who is personally known to me or produced _____ as identification.

Ivanna Font
Notary Public
My Commission Expires: Nov 6, 2028

IVANNA FONT
Notary Public - State of Florida
Commission # HH 591449
My Comm. Expires Nov 6, 2028
Bonded through National Notary Assn.

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Andrei Pushkarou / President
(print individual's name and title)
for x10 Construction Inc
(print name of entity submitting sworn statement)

whose business address is 15371 NE 21st Ave, North Miami Beach, FL 33162

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4833907

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of V physical presence or __ online notarization this 12 day of May, 20__ by Andrei Pushkarou, who is personally known to me or produced _____ as identification.

Ivanna Font
Notary Public
My Commission Expires: Nov 6, 2028

IVANNA FONT
Notary Public - State of Florida
Commission # HH 591449
My Comm. Expires Nov 6, 2028
Bonded through National Notary Assn.

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared Andrei Pushkarou, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Andrei Pushkarou of x10 Construction Inc, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: President

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of V physical presence or __ online notarization this 12 day of May 2025 by Andrei Pushkarou, who is personally known to me or who has produced _____ as identification.

SEAL

IVANNA FONT
Notary Public - State of Florida
Commission # HH 591449
My Comm. Expires Nov 6, 2028
Bonded through National Notary Assn.

Notary Signature _____
Notary Name: Ivanna Font
Notary Public (State): Florida
My Commission No: HH 591449
Expires on: Nov 6, 2028

IVANNA FONT
Notary Public - State of Florida
Commission # HH 591449
My Comm. Expires Nov 6, 2028
Bonded through National Notary Assn.

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

x10 Construction Inc (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		$
		$
		$
		$
		$
	TOTAL	$

(Signature) 5/12/2025 (Date)

STATE OF Florida

COUNTY OF Miami-Dade

Subscribed and sworn to (or affirmed) before me by means of V physical presence or __ online notarization on 5/12/2025 (date) by

Andrei Pushkarou (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

IVANNA FONT
Notary Public - State of Florida
Commission # HH 591449
My Comm. Expires Nov 6, 2028
Bonded through National Notary Assn.

Notary Public Signature and Seal Ivanna Font, # HH 591449 Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder (the "Contract Documents"). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village's Invitation to Bid No. _____ and then the Contractor's response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email:

ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **ninety (90) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly

hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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, 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.

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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
_____, Mayor

ATTEST:

By: _____
Jessica Green, CMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

_____,

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20___ by _____, as _____, of _____., a company authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____[Contractor], to the same.

Notary Public

_____

Print Name: _____

My commission expires: _____

SECTION 8

PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET *(SEE ATTACHED)*
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed *(SEE ATTACHED)*
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report *(SEE ATTACHED)*
4. PDF: HD247027- NPBCC Improvements Phase 1 ESA_Final Draft_9.5.2024 *(SEE ATTACHED)*

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: x10 Construction Inc

Address: 15371 NE 21st Ave, North Miami Beach, FL 33162

Contact Person: Andrei Pushkarou

Bid Amount(s): $750,000 + Cost of Bond $45,000 if required

Authorized Signature: [signature]

Date: 5/12/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

WWW.AHRENSCOMPANIES.COM

1461 KINETIC ROAD, LAKE PARK, FL 33403 | 561-839-9004 | BUILD@AHRENSCOMPANIES.COM

SINCE 1902

AHRENS

DESIGN/BUILD • GENERAL CONSTRUCTION

PROJECT PROPOSAL

Village of North Palm Beach
Wash Plant Building
ITB 2025-PW01

501 US Highway One, North Palm Beach, Florida 33408-4906

May 15, 2025

TABLE OF CONTENTS

BID SUBMITTAL	TAB 1
BID SUBMITTAL SIGNATURE PAGE	TAB 2
COMPANY SUMMARY	TAB 3
ACKNOWLEDGEMENT OF ADDENDUMS	TAB 4
CONFLICT OF INTEREST DISCLOSURE FORM	TAB 5
PUBLIC ENTITY CRIMES	TAB 6
DRUG-FREE WORKPLACE	TAB 7
SWORN STATEMENT ON DISCRIMINATION	TAB 8
SCRUTINIZED VENDOR CERTIFICATION	TAB 9
NON-COLLUSION AFFIDAVIT	TAB 10
TRENCH SAFETY AFFIDAVIT	TAB 11
SOLICITATION SUMMARY	TAB 12
SUBCONTRACTOR LIST	TAB 13
ADDITIONAL QUALIFICATIONS	TAB 14
CERTIFICATE OF INSURANCE (COI)	TAB 15

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS
Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Ahrens Enterprises, Inc. dba Ahrens Companies

Name of Bidder

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Ahrens Enterprises, Inc. dba Ahrens Companies

Street Address:

1461 Kinetic Road, Lake Park, FL 33403

Mailing Address (if different than Street Address):

Same as above

Telephone Number(s): (561) 839-2820

Fax Number(s): N/A

Email Address: richard@ahrenscompanies.com

Federal Employer Identification Number: 65-0297589

Prompt Payment Terms: ~~____% ____ days~~' net 30 days

Signature: Richard C. Ahrens
(Signature of authorized agent)

Print Name: Richard C. Ahrens

Title: President/CEO

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Ahrens Enterprises, Inc. dba Ahrens Companies

Owner or Principal: Richard C. Ahrens

Years in Business: 33 years

Number of Employees: 37

Name of Primary Contact: Richard C. Ahrens

Telephone of Primary Contact: (561) 839-2820

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AHRENS, RICHARD C

AHRENS COMPANIES
1461 KINETIC ROAD
LAKE PARK FL 33403-1911

LICENSE NUMBER: CBC006515

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACRISURE®

April 21, 2025

RE: Ahrens Enterprises, Inc.

To Whom It May Concern:

This is to advise you since 2014 that our office provides Bid, Performance, and Payment Bonds for Ahrens Enterprises, Inc. Their surety is Berkley Insurance Company, which carries an A.M. Best Rating of A+ XV and listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to $25,000,000 for a single project and $50,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Ahrens Enterprises, Inc. is an excellent contractor, and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

State of Florida
Department of State

I certify from the records of this office that AHRENS ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on January 9, 1992.

The document number of this corporation is V05323.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 6, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2025

Secretary of State

Tracking Number: 8642468346CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated April 18, 2025

Addendum #2, Dated May 13, 2025 (Q&A) **two (2) addendum 1's)

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Ahrens Enterprises, Inc. dba Ahrens Companies
Firm Name

Richard C. Ahrens
Signature

Richard C. Ahrens - President/CEO
Name and Title (Print or Type)

Date May 14, 2025

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Ahrens Enterprises, Inc. dba Ahrens Companies
Firm Name

Signature

Richard C. Ahrens - President/CEO
Name and Title (Print or Type)

May 14, 2025
Date

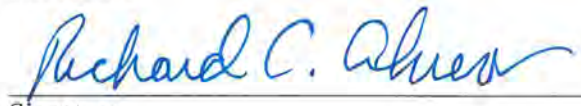
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Ahrens Enterprises, Inc. dba Ahrens Companies

Firm Name



Signature

Richard C. Ahrens - President/CEO

Name and Title (Print or Type)

May 14, 2025

Date

DRUG-FREE WORKPLACE

Ahrens Enterprises, Inc. dba Ahrens Companies is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Ahrens Enterprises, Inc. dba Ahrens Companies
Firm Name

Signature

Richard C. Ahrens - President/CEO
Name and Title (Print or Type)

May 14, 2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Richard C. Ahrens - President/CEO
(print individual's name and title)
for Ahrens Enterprises, Inc. dba Ahrens Companies
(print name of entity submitting sworn statement)

whose business address is 1461 Kinetic Road, Lake Park, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0297589

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Richard C. Ahrens

(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence ~~or online notarization~~ this 14th day of May, 2025 by Richard C. Ahrens, who is personally known to me ~~or produced _____ as identification~~.

Bonnie Daniels

Notary Public
My Commission Expires:

BONNIE DANIELS
MY COMMISSION # HH521550
EXPIRES: May 27, 2028

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Richard C. Ahrens - President/CEO
(print individual's name and title)
for Ahrens Enterprises, Inc. dba Ahrens Companies
(print name of entity submitting sworn statement)

whose business address is 1461 Kinetic Road, Lake Park, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0297589

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

Richard C. Ahrens
(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence ~~or __ online~~ notarization this 14th day of May, 2025 by Richard C. Ahrens, who is personally known to me ~~or produced _____ as identification~~.

Bonnie Daniels
Notary Public
My Commission Expires:

BONNIE DANIELS
MY COMMISSION # HH521550
EXPIRES: May 27, 2028

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Richard C. Ahrens, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President/CEO of Ahrens Enterprises, Inc. dba Ahrens Companies the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Richard C. Ahrens
Signature

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization this 14th day of May 2025 by Richard C. Ahrens, who is personally known to me ~~or who has produced _____ as identification~~.

SEAL

Notary Signature Bonnie Daniels
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

BONNIE DANIELS
MY COMMISSION # HH521550
EXPIRES: May 27, 2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Ahrens Enterprises, Inc. dba Ahrens Companies (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
1	Shoring safety as per OSHA design standards	$1,200.00
2	Trench shielding as per OSHA design standards	$2,500.00
		$
		$
		$
	TOTAL	$3,700.00

Richard C. Ahrens
(Signature)

May 14, 2025
(Date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization on May 14, 2025 (date) by

Richard C. Ahrens (name). He/She is personally known to me ~~or has~~

~~Presented _____ (type of identification) as identification.~~

Bonnie Daniels
Notary Public Signature and Seal

B
Print Notary Name and Commission No.

BONNIE DANIELS
MY COMMISSION # HH521550
EXPIRES: ~~May 27, 2028~~

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: Ahrens Enterprises, Inc. dba Ahrens Companies

Address: 1461 Kinetic Road, Lake Park, FL 33403

Contact Person: Richard C. Ahrens - President/CEO

Bid Amount(s): NINE HUNDRED FORTY-ONE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS ($941,962.00)

Authorized Signature: Richard C. Ahrens

Date: May 14, 2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

COMPANY	LINE OF WORK	COST OF WORK	
AHRENS COMPANIES	METAL BUILDING SUPPLY AND ERECTION	$	139,088.00
ASPEN AIR CONDITIONING	HVAC	$	75,900.00
ATLANTIC DOOR & HARDWARE	ALUMINUM HOLLOW METAL DOORS	$	10,650.00
BADGER UNDERGROUND LLC.	SITE	$	57,475.00
BCI INTEGRATED SOLUTIONS	FIRE ALARM SYSTETM	$	6,560.00
BETSY LINDESY	SURVEYING	$	8,100.00
BUDGET FENCE & GATE SYSTEMS	FENCING DEMO & CHAIN LINK FENCE INSTALL	$	14,660.00
COASTAL WASTE & RECYCLING	TEMP TOILET & DUMPSTER	$	3,834.00
D&D GARAGE DOORS & GATES	OVERHEAD DOORS	$	20,251.00
ESD WASTE 2 WATER, INC.	WATER SUPPLY & TREATMENT EQUIPMENT	$	110,232.00
FAB-RITE INC.	BASE PLATES FOR BOLLARDS	$	1,095.00
FACTORY DIRECT SUPPLY INC.	ANCHORS & FASTENERS	$	1,181.00
GD PRO	FINAL CLEANING	$	670.00
GUTHART ELECTRIC	ELECTRICAL	$	86,294.00
MORONEY CONSTRUCTION LLC.	CONCRETE	$	99,632.00
SAVNIK PLUMBING LLC	PLUMBING	$	39,882.00
SUMMIT FIRE AND SECURTY	FIRE EXTINGUISHERS	$	414.00
TALBOT PAINTING INC.	PAINTING	$	8,340.00
TELECOMP	CO2 & NO2 SYSTEM	$	42,998.00
THERM-ALL	INSULATION	$	2,838.00
TOPSHELF EXCAVATION	EARTHWORK, SILT FENCE, REMOVAL OF TREES	$	106,050.00
US WHOLESALE PIPE & TUBE	BOLLARDS	$	2,286.00
GRAND TOTAL		**$**	**838,430.00**

QUALIFICATIONS

Village of North Palm Beach Golf Course Metal Building

Date: May 15th, 2025

The following list of RFI questions was sent out for response. As we at Ahrens Companies did not receive any replies within a reasonable timeframe, the following assumptions have been made.

ARCHITECTURAL

1. Can the overhead door jamb be cold rolled? Please confirm
    a. We assume jambs to be hot rolled

PLUMBING

2. On drawing P-111, is the Owner will provide sewage sump pump, containment and waste clipping sump pump? If by the GC, please provide specifications.
    a. The ESD Equipment will supply the sump pump, containment system, and waste-clipping sump pump; however, it will not include the connection of these pumps to the main pipeline.

ELECTRICAL

3. Sheet E111 Keynote 4 and sheet E211 Keynote 7 state that all storage rooms are to be classified as hazardous locations, Class 1 Division 1. Are enclosed storage rooms 102 and 103 to be considered hazardous locations? Or was this note implied for the interior storage room inside 102? Having the electrical panel and the fire alarm panel inside a hazardous location is not cost prohibitive. The light fixtures inside these rooms are not specified to be in a hazardous location. Please confirm.
    b. Only the storage room within Room 102 will be classified as a hazardous area.
    c. Lighting fixtures installed in this space shall be suitable for non-hazardous areas

AHREENT-02 LGLEASON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Lori Gleason PHONE (A/C, No, Ext): (305) 722-2663 FAX (A/C, No): E-MAIL ADDRESS: lgleason@acrisure.com
INSURED Ahrens Enterprises, Inc. dba Ahrens Companies 1461 Kinetic Road Lake Park, FL 33403	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Mutual Insurance Company — 23396 INSURER B : Amerisure Insurance Company — 19488 INSURER C : Bridgefield Casualty Insurance Company — 10335 INSURER D : Aspen American Insurance Company — 43460 INSURER E : Berkley Assurance Company — 39462 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU & Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL21162340402	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CA21162330401	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Coverage	$ $ $ $ $	1,000,000 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU21162350402	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ $ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		19656839	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
D	Inland Marine			IM00F1X25	1/1/2025	1/1/2026	Rented/Leased Equip.		500,000
E	Professional Liab &			PCAB50267390125	1/1/2025	1/1/2026	Pollution Liability		1,000,000

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

RE: ITB 2025 - PW01 - Village of North Palm Beach Wash Plant Building

Certificate holder is included as an additional insured for both ongoing and completed operations for general liability on a primary and non-contributory basis, automobile, and umbrella when required by written contract. Waiver of subrogation applies to general liability, automobile, umbrella, and workers' compensation coverages for the additional insureds when required by written contract. The umbrella follows over the general liability, automobile, and employers liability coverages. Cancellation: 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

The Certificate Holder is expanded to include: Village of North Palm Beach, its elected officials, employees, and agents.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Mangonia Construction Group

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Mangonia Construction Group

Owner or Principal: Gabriel Mashraghi

Years in Business: 5 yrs

Number of Employees: 3

Name of Primary Contact: Gabriel Mashraghi

Telephone of Primary Contact: (561)-346-5722

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated April 18, 2025

Addendum #2, Dated Q+A May 13, 2025

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Mangonja Construction Group
Firm Name

Signature

Gabriel Mashraghi President
Name and Title (Print or Type)

Date 05/14/25

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Mangonia Construction Group

Street Address:

700 S. Rosemary Ave, West Palm Bch, Fl 33401 Ste 209

Mailing Address (if different than Street Address):

Telephone Number(s): (561) 346-5722

~~Fax~~ Fein Number(s): 85-2076574 (FEIN)

Email Address: Gabriel@Mangoniacg.com

Federal Employer Identification Number: 85-2076574

Prompt Payment Terms: 1 % 7 days' net ____ days

Signature: _____
(Signature of authorized agent)

Print Name: Gabriel Mashraghi

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Mangonia Construction Group
Firm Name

Signature

Gabriel Mashraghi
Name and Title (Print or Type)

05/14/25
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Mangonia Construction Group
Firm Name

Signature

Gabriel Mashraghi, President
Name and Title (Print or Type)

05/14/25
Date

DRUG-FREE WORKPLACE

Mangonia Construction Group is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Mangonia Construction Group
Firm Name

Signature

Gabriel Mashraghi - President
Name and Title (Print or Type)

05/14/25
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Gabriel Mashraghi, President
(print individual's name and title)
for Mangonia Construction Group
(print name of entity submitting sworn statement)

whose business address is 700 S. Rosemary Ave Ste 204 West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2016574

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 15 day of May, 2025 by Gabriel Mashraghi, who is personally known to me or produced Florida Driver License as identification.

_____
Notary Public
My Commission Expires: Oct 23, 2028

MICHAEL LÓPEZ
Notary Public - State of Florida
Commission # HH 605616
My Comm. Expires Oct 23, 2028

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Gabriel Mashraghi, President
(print individual's name and title)
for Mangonia Construction Group
(print name of entity submitting sworn statement)

whose business address is 700 S. Rosemary Ave Ste 204 West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2076574

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 15 day of May, 2025 by Gabriel Mashraghi, who is personally known to me or produced Florida Drivers License as identification.

Notary Public
My Commission Expires: Oct 23, 2028

MICHAEL LÓPEZ
Notary Public - State of Florida
Commission # HH 605616
My Comm. Expires Oct 23, 2028

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Gabriel Mashraghi, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. (He)/She is President of Mangonia Construction, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025 PW01-0 2025/JA Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization this 15 day of May 2025 by Gabriel Mashraghi, who is personally known to me or who has produced Florida Driver License as identification.

SEAL

MICHAEL LÓPEZ
Notary Public - State of Florida
Commission # HH 605616
My Comm. Expires Oct 23, 2028

Notary Signature
Notary Name: Michael López
Notary Public (State): Florida
My Commission No: # H 605616
Expires on: Oct 23, 2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Mangonia Construction (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
	Trench Shield	$ 4300.00
	Slope	$ 1,500.00
	Equipment	$ 1,000.00
		$
		$
	TOTAL	$ 6,800.00

(Signature) 5/15/25 (Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization on 15 May 2025 (date) by

Gabriel Mashraghi (name). He/She is personally known to me or has

Presented Florida Driver License (type of identification) as identification.

MICHAEL LÓPEZ
Notary Public - State of Florida
Commission # HH 605616
My Comm. Expires Oct 23, 2028

Notary Public Signature and Seal

Michael López HH 605616
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SECTION 8

PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET (*SEE ATTACHED)*
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed (*SEE ATTACHED)*
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report (*SEE ATTACHED)*
4. PDF: HD247027- NPBCC Improvements Phase 1 ESA_Final Draft_9.5.2024 (*SEE ATTACHED)*

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: Mangonia Construction Group

Address: 700 S. Rosemary Ave, WPB, Fl 33401

Contact Person: Gabriel Mashraghi

Bid Amount(s): $1,100,102.04

Authorized Signature:

Date: 05/15/25

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

MCG LLC
700 S. Rosemary Ave
Ste 204
West Palm Beach, FL
Gabriel Mashraghi
561-346-5722
gabriel@mangoniacg.com

MCG

Mangonia Construction Group

5/15/2025

Description		Billing
Soft Costs		
EOR's for drainage		$ 9,000.00
Engineering (as-builts, inspections)		$ 14,957.12
Traffic Control		$ 8,000.00
Building		
Mobilization		$ 17,000.00
Existing Fence/Rolling Gate removal and relocate		$ 6,000.00
New Fence install		$ 28,000.00
Silt Fence and inlet protection on new and existing		$ 6,700.00
Drainage Install (S1, S2, S3,Type B) Drainages		$ 122,020.00
Sitework		
Slab, column work (Slab to be wet cured at least 1 week).	Provide letter	
from EOR stating this as well as 24 control joint		$ 120,000.00
Bollards (9) on building Double check		$ 1,800.00
Install Bollards		
Metal Structure		$ 162,000.00
Metal Roof		$ -
Concrete Floor Polishing		$ 8,300.00
Asphalt Pathway with 6' with 4" compacted Shellrock base		$ 21,871.36
Asphalt Paving with 6" limerock and 12" compacted subgrade		$ 14,312.44
Signage and Pavement Markings		$ 15,000.00
Fire Extinguishers		$ 2,000.00
Exit Signs		$ -
Emergency Wall Packs		$ -
Machinery		$ 4,000.00
Waterproofing		$ 15,000.00
6" x 6" Gutters and 4" x 4" Downspouts		$ 7,533.00
Signage on building (Garage door unit numbers etc)		$ 3,500.00
Exterior Doors Install (2)		$ 5,800.00
Garage Doors Roll up (try to include in metal building price)		$ -
Exfiltration Trench		$ -

Large Oak Tree Removal	$	9,500.00
Mechanical Independent Test and Balance Report Outside Air Louvers (2) Honeywell Anaylytics CO	$	80,000.00
Electrical Light Pole Light Fixtures Emergency wall Packs Lighting Inverter All lighting in hazardous area needs to comply with NEC Code Article 501	$	98,155.39
Fire Alarm Smoke Detectors Speakers and Strobe system	$	24,380.56
Fire Sprinkler System	$	39,770.11
Plumbing Thermal and corrosion chemical copper piping	$	67,580.00
ESD 800 Series 3 Close Loop System	$	105,452.00
GC Fee	$	82,470.06
Total:	**$**	**1,100,102.04**

Notes:
1.No Permit Costs As Per James Anthony - 5/12/25 4:19 PM
2. Demo and Exfiltration Trenching (4') is included within site/slab costs
3. Emergency Exit Signs and Wall Packs included within electrician costs
4. Roll up Doors and Roof included in Steel Structure cost

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASHRAGHI, GABRIEL ADEL

MANGONIA CONSTRUCTION GROUP LLC
225 33RD COURT
WEST PALM BEACH FL 33407

LICENSE NUMBER: CGC1529527

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

May 14, 2025

RE: MANGONIA CONSTRUCTION GROUP LLC

To Whom It May Concern,

We are the surety agents for MANGONIA CONSTRUCTION GROUP LLC . Bonds are currently written through The Ohio Casualty Insurance Company which is Best Rated A, XV and has a Treasury Listing of $ 254,064,000.00.

We anticipate no difficulties in providing surety bonds for MANGONIA CONSTRUCTION GROUP LLC

We would be more than willing to provide the necessary performance and payment bonds for our contractor; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request. This letter is not an assumption of liability, nor is it a bid, performance and/or payment bond. It is issued only as a bonding reference requested by our client. Neither our agency, nor the surety, are liable for any damages relating to this letter or project.

This letter restricts neither the rights of the surety, nor the contractor under the law. Should a conventional subcontract performance and payment bond be waived and contractor be placed into a Subcontractor Default Insurance program, this letter does not relieve the recipient from performing due diligence and making their decision based on the strength of their own investigation.

Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv

Kim E. Niv
Vice President/Principal

CONENGINEERS
Builders LLC
ENGINEERING · GENERAL CONTRACTING · CONSTRUCTION

May 15, 2025

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

Re: VNPB Wash Plant Building
ITB 2025-PW01

Dear Village Clerk,

We are very proud to participate in the bid in reference. I attach the documentation required as per the bid instructions.

I look forward to receiving the bid results and/or answering any questions you may have about this proposal.

Kind regards,

P.P.

Jaime Ocampo
President
Conengineers Builders LLC

Mauricio Polania
Finance Manager

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Conengineers Builders LLC

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Conengineers Builders LLC

Owner or Principal: Jaime Ocampo and Bertha L Navarro

Years in Business: 9+

Number of Employees: 6

Name of Primary Contact: Jaime Ocampo

Telephone of Primary Contact: 754.216.4163

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OCAMPO, JAIME

CONENGINEERS BUILDERS LLC
19480 S COQUINA WAY
WESTON FL 33332

LICENSE NUMBER: CGC1509840

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4/18/25

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Conengineers Builders LLC
Firm Name

P.P. Mauricio Polanía / Finance Manager
Signature

Jaime Ocampo - General Manager
Name and Title (Print or Type)

Date May 9, 2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Conengineers Builders LLC

Street Address:

1930 N Commerce Pkwy, Ste 1, Weston, FL 33326

Mailing Address (if different than Street Address):

Same as Above

Telephone Number(s): 754.216.4163

Fax Number(s): _____

Email Address: info@conengineers.com

Federal Employer Identification Number: 81-1193566

Prompt Payment Terms: Not Applicable days

Signature: P.P. Mauricio Polanis Finance Manager
(Signature of authorized agent)

Print Name: Jaime Ocampo

Title: General Manager

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Conengineers Builders LLC
Firm Name

P.P. Mauricio Polania
Finance Manager
Signature

Jaime Ocampo - General Manager
Name and Title (Print or Type)

May 9, 2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Conengineers Builders LLC
Firm Name

P.P. Mauricio Polania Finance Manager
Signature

Jaime Ocampo - General Manager
Name and Title (Print or Type)

May 9, 2025
Date

DRUG-FREE WORKPLACE

Conengineers Builders LLC is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Conengineers Builders LLC
Firm Name

P.P. Mauricio Polania Finance Manager
Signature

Jaime Ocampo - General Manager
Name and Title (Print or Type)

May 9, 2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jaime Ocampo - General Manager
(print individual's name and title)

for Conengineers Builders LLC
(print name of entity submitting sworn statement)

whose business address is 1930 N Commerce Pkwy, Ste 1,
Weston, FL 33326

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-1193566

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

YEDILFA MENDEZ
Notary Public
State of Florida
Comm# HH591212
Expires 9/9/2028

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 9 day of May, 2025 by Jaime Olamfo who is personally known to me or produced FL DL as identification.

_____
Notary Public
My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jaime Ocampo - General Manager
(print individual's name and title)
for Conengineers Builders LLC
(print name of entity submitting sworn statement)

whose business address is 1930 N Commerce Pkwy, Ste 1
Weston, FL 33326

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-1193566

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

YEDILFA MENDEZ
Notary Public
State of Florida
Comm# HH591212
Expires 9/9/2028

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 9 day of May, 2025 by Jaime Ocampo who is personally known to me or produced FL DL as identification.

Notary Public
My Commission Expires: 9/9/2028

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is General Manager of Conengineers Builders LLC, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization this 9 day of May 2025 by Jaime Ocampo, who is personally known to me or who has produced FL DL as identification.

SEAL

YEDILFA MENDEZ
Notary Public
State of Florida
Comm# HH591212
Expires 9/9/2028

Notary Signature _____
Notary Name: Yedilfa Mendez
Notary Public (State): Florida
My Commission No: HH591212
Expires on: 9/9/2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Conengineers Builders LLC (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
Drainage	Type 3 Catch Basin, 80 Feet, Slope 1:1	$
		$
		$
		$
		$
	TOTAL	$

(Signature) May 9, 2025 (Date)

STATE OF Florida

COUNTY OF Broward

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization on May 9, 2025 (date) by

Jaime Ocampo (name). He/She is personally known to me or has

Presented FL DL (type of identification) as identification.

YEDILFA MENDEZ
Notary Public
State of Florida
Comm# HH591212
Expires 9/9/2028

Notary Public Signature and Seal

Yedilfa Mendez
Print Notary Name and Commission No. HH 591212

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include any amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder (the "Contract Documents"). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village's Invitation to Bid No. _____ and then the Contractor's response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

SAMPLE

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email:

ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

SAMPLE

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **ninety (90) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly

hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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, 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.

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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

d. 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.

SAMPLE

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 8

PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET *(SEE ATTACHED)*
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed *(SEE ATTACHED)*
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report *(SEE ATTACHED)*
4. PDF: HD247027- NPBCC Improvements Phase I ESA_Final Draft_9.5.2024 *(SEE ATTACHED)*

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: Conengineers Builders LLC

Address: 1930 N Commerce Pkwy, Ste 1, Weston,

Contact Person: Jaime Ocampo

Bid Amount(s): $ 1,138,929.00

Authorized Signature: P.P. Mauricio Polanía Finance Manager

Date: May 9, 2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Title MGR

OCAMPO, JAIME
1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

Title AMBR

NAVARRO, BERTHA L
1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

Annual Reports

Report Year	Filed Date
2022	04/15/2022
2023	01/28/2023
2024	03/05/2024

Document Images

03/05/2024 -- ANNUAL REPORT	View image in PDF format
01/28/2023 -- ANNUAL REPORT	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
03/21/2017 -- ANNUAL REPORT	View image in PDF format
01/05/2016 -- Florida Limited Liability	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company
CONENGINEERS BUILDERS LLC

Filing Information

Document Number	L16000008260
FEI/EIN Number	81-1193566
Date Filed	01/05/2016
State	FL
Status	ACTIVE

Principal Address

1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

Changed: 01/22/2020

Mailing Address

1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

Changed: 01/22/2020

Registered Agent Name & Address

OCAMPO, JAIME
1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

Address Changed: 01/22/2020

Authorized Person(s) Detail

Name & Address

Title AMBR

OCAMPO, JAIME
1930 N Commerce Pkwy
Suite 1
Weston, FL 33326

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2025

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

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

PRODUCER	CONTACT NAME: Diana Rodriguez	
Insurance Consulting Group, LLC 1825 Main Street Suite 102 Weston FL 33326	PHONE (A/C, No, Ext): (305) 347-5651	FAX (A/C, No): (844) 593-9453
	E-MAIL ADDRESS: Dianar@insurancecg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Assurance Company	
	INSURER B : Kinsale Insurance Company	
	INSURER C : Tokio Marine Specialty Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Conengineers Builders, LLC 1930 N Commerce Parkway Suite 1 Weston FL 33326

COVERAGES **CERTIFICATE NUMBER:** CL251205891 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER Ded $5,000	Y	Y	VUMA0334091	12/15/2024	12/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			0100309953-1	12/15/2024	12/15/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability/Environmental Liability			PPK2692830	07/15/2024	07/15/2025	Per contamination Aggregate Retention	$1,000,000 $1,000,000 $10,000

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

Insurance is primary and non contributory
30 day notice of cancellation

CERTIFICATE HOLDER

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne FL 33149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2024

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

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

PRODUCER	CONTACT NAME:	
FRANKCRUM INSURANCE AGENCY, INC. 100 SOUTH MISSOURI AVENUE CLEARWATER, FL 33756	PHONE (A/C, No, Ext): 1-800-277-1620	FAX (A/C, No): 727-797-0704
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE COMPANY	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED	COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
Conengineers Builders LLC 1930 N. Commerce Pkwy., Ste. 1 Weston, FL 33326-3244			

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PROJECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		FMFL220122	10/10/2023	10/10/2024	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

COVERAGE IN FORCE ONLY WHILE CLIENT OF FRANKCRUM 12, INC. THIS IS A MINIMUM PREMIUM POLICY ISSUED ON AN IF ANY BASIS. FLORIDA OPERATIONS ONLY. NO OTHER STATE COVERAGE IS AFFORDED UNDER THIS POLICY.

CERTIFICATE HOLDER	CANCELLATION
City of Ft. Lauderdale Procurement Services Division 1 East Broward., Suite 444, Fort Lauderdale, FL 33301-1016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

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

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

PRODUCER	CONTACT NAME: Alex Lopez
StateFarm Alex Lopez 17140 Royal Palm Blvd Suite 3 Weston FL 333262312	PHONE (A/C, No, Ext): 954-389-1406 FAX (A/C, No): E-MAIL ADDRESS: alex.lopez.cdgl@statefarm.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONENGINEERS BUILDERS LLC 1930 N COMMERCE PKWY STE 1 WESTON FL 333263244	INSURER A : State Farm Mutual Automobile Insurance Company	25178
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
A	AUTOMOBILE LIABILITY	N	N	G84 9282-F17-59A	12/17/2023	06/17/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

This insurance is primary and non-contributory with respects to claims arising out of the operation of the described vehicles.

CERTIFICATE HOLDER

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 03/22/2024

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PRODUCER State Farm Alex Lopez 17140 Royal Palm Blvd Suite 3 Weston FL 333262312	CONTACT NAME: Alex Lopez PHONE (A/C, No, Ext): 954-389-1406 FAX (A/C, No): E-MAIL ADDRESS: alex.lopez.cdgl@statefarm.com
INSURED CONENGINEERS BUILDERS LLC 1930 N COMMERCE PKWY STE 1 WESTON FL 333263244	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
A	AUTOMOBILE LIABILITY			J31 7437-D16-59B	10/16/2023	04/16/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N				BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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CERTIFICATE HOLDER

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale FL 33301

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: CONENGINEERS BUILDERS LLC
Receipt #: [illegible]
Business Type: [illegible]

Owner Name: JAIME OCAMPO
Business Location: 1930 N COMMERCE PKWY SUITE 1
WESTON
Business Phone: 7542164163
Business Opened: [illegible]
State/County/Cert/Reg: [illegible]
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CONENGINEERS BUILDERS LLC
1930 N COMMERCE PKWY SUITE 1
WESTON, FL 33326

Receipt #04C-23-00005571
Paid 08/28/2024 27.00

2024 - 2025

BROWARD COUNTY
FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

October 1, 2024

ANNIVERSARY DATE: May 27th.

Mr. Jaime Ocampo
CONENGINEERS BUILDERS, LLC
1930 N Commerce Parkway #Suite 1
Weston, FL, 33326

Dear Mr. Ocampo:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE) and Small Business Enterprise (SBE)** certifications have been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours**. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To access and respond to Broward County's solicitations, you will need to be a registered vendor with Broward County. The current web-based procurement platform is **BPRO, powered by Bonfire.** All vendors must complete the vendor registration process in Broward County's **BPRO** system. It is free to do so. Information on how to register your company can be found on the Purchasing Division's webpage: www.broward.org/Purchasing. Alternatively, you may use your camera to scan the QR code in this letter.

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in **BPRO** to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

NAICS CODE: 236220

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

MARIBEL FELICIANO
Digitally signed by MARIBEL FELICIANO
Date: 2024.10.01 13:19:30 -04'00'

Maribel Feliciano, Assistant Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE-SBE

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

CONENGINEERS BUILDERS LLC.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Emerging/Small/Minority Business Enterprise (E/S/MBE)

Hispanic-American

Denise Mincey-Mills

Denise Mincey-Mills
Officer
Economic Development & Diversity Compliance

CERTIFICATION #: WS4025639680

SAP ID: 145344

Expiration Date: September 10, 2025

City of Weston
17200 Royal Palm Bvld
Weston, FL 33326
(954) 385-2000

City of Weston
Local Business Tax Receipt

Fiscal Year 2025

Receipt Effective:
Date: 10/1/2024 - 9/30/2025

Contact Information:
Name: Jaime Ocampo
Phone: (954) 849-7322

Business Name and Address:
Conengineers Builders LLC

1930 N Commerce PKWY, SUITE 1
Weston, FL 33326

Receipt Number: LBTR-000627

Business Tax Category: VIII. General Business: All Other Businesses

1. **This receipt MUST be renewed on or before September 30th of each year.** Local Business Tax renewals are the responsibility of the business and shall occur during the 90-day period prior to September 30th of each year. Renewal notices are provided as a courtesy and are not required for renewal purposes.
2. This receipt MUST BE DISPLAYED alongside the original Certificate of Use in a conspicuous location accessible to the public on the business premises.
3. The City of Weston must be notified of any changes of name, address, or ownership.

07/26/2024
Date Issued

Bryan E. Cahen, Director of Budget

CONENGINEERS
Builders LLC
ENGINEERING · GENERAL CONTRACTING · CONSTRUCTION

Capability Statement

Conengineers Builders LLC
Email:
Phone: (754) 216-4163

Florida:
1930 N Commerce Pkwy, Ste 1
Weston, FL 33326
South Carolina:
5 E Cleveland Bay Ct.
Greenville, SC 29615

About Conengineers Builders LLC:

Conengineers Builders LLC is a licensed general contractor, small business certified construction company with 8+ years of substantial experience managing 25+ commercial projects up to $2.5 Million dollars and 12,000 square feet, including renovations, alterations, built outs and new construction in the state of Florida. Projects often included among others, the following trades: Acoustical Ceilings, Framing, Drywall and Finish, Flooring, Building Specialties, Carpentry, Door and Hardware, Painting, Exterior Concrete, Concrete Structures, Interior Build-Outs and Remediations.

Certifications

- Woman Business Certification
- Minority Business Certification
- Small Business Enterprise Certified
- County Business Enterprise Certified

NAICS Codes:

2361	236115	236116	236117
	236210	236118	238130
	238140	238310	238330
	238340	238350	238380
	238390	2389	238910
	238990		

Past Projects:

- Pines Palm Dental Offices Renovation
- Sanitas East Ft Lauderdale Medical Office Renovation
- Sanitas Lauderdale Lakes Medical Office Renovation
- Frank C "Tootie" Adler Park Improvements
- Forest Hill Restroom Renovation
- Maddock Park Renovation
- Charter Schools – Building Entry Modifications
- Guardhouse Renovations
- 1220 Demolition & Restoration Project
- Volunteer Park Pavilion Bridge Repair
- Bill Baggs Cape Florida State Park – ADA Sidewalk Renovation

References:

Name	Phone Number	Email	Project Name Associated
Martin Carvajal	(617) 372-1544	martin.carvajal@mysanitas.com	GuideWell Sanitas Projects
Fernando Gutierrez	(954) 432-6222	pinespalmdental@gmail.com	Pines Palm Dental
Miguel Hernandez	(305) 888-8744	miguel.hernandez@hialeahhousing.org	Hialeah Housing Authority (HHA)
Jim McGuire	(722) 402-9465	jim.mcguire@floridadep.gov	Florida DEP
Cassi Warren	(954) 924-6800	cwarren@daniabeachfl.gov	City of Dania Beach
Vanessa Halloway	(561) 540-5766	vhalloway@lantana.org	Town of Lantana
Charles Gumula	(954) 345-2149	cgumula@coralsprings.gov	City of Coral Springs
Chris Ulrish	(954) 888-6060	culrish@sunrisefl.gov	City of Sunrise

Conengineers Builders LLC Associated Licenses

State of Florida:
CGC1509840

State of South Carolina:
G123602

Project Reference

From:

Attn. Martin Carvajal
USA Infrastructure Director
Sanitas USA
8400 NW 33rd Street, Suite 201
Doral FL 33122
Martin.Carvajal@mysanitas.com
617.372.1544

To:

Bond Agency / Surety Insurance Company
and/or Whoever It May Concern

Re: Sanitas Reference For Listed Conengineers Builders Projects:

Project Description	Date Completed	Scope of Work	Contract Amount
Lauderdale Lakes, FL	Jan., 2021	Renovation/Remodeling Medical office	$2,424,242.86
Jupiter, FL	Dec., 2019	Renovation/Remodeling Medical office	$1,633,250.54
East Ft. Lauderdale, FL	Aug., 2020	Renovation/Remodeling Medical office	$1,353,345.02

Conengineers Builders have been an excellent and very capable General Contractor to work with. Conengineers have worked with Sanitas in many projects for the last four years. Specifically, Conengineers completed the three medical office renovation projects in reference for Sanitas. These renovation projects went smoothly and were completed on time and with a high level of quality. Conengineers paid close attention to details and were proactive in identifying design options that saved time and money. Any minor issues that arose were immediately handled and coordinated by Conengineers without any trouble. There were no problems with their subcontractors or unpaid material suppliers. We look forward to the next construction project that Conengineers can complete for us.

Kind regards,

Martin Carvajal
USA Infrastructure Director
Sanitas USA

Mauricio Polania

To: Brown, Eric; Jaime Ocampo
Subject: RE: Letter

From: Brown, Eric <ebrown@daniabeachfl.gov>
Sent: Friday, June 2, 2023 9:43 AM
To: Mauricio Polania <mauricio.polania@conengineers.com>; Jaime Ocampo <jaime.ocampo@conengineers.com>
Subject: Letter

Good morning,
See attachment, thanks

Project Reference for Conengineers Builders LLC (GC)

Project Name:	Frank C "Tootie" Adler Park Improvements
City:	Dania Beach
ITB:	No. 22-027
Date:	2022/2023
Owner Contact Information:	Eric Brown Director of Parks & Recreation, City of Dania Beach ebrown@daniabeachfl.gov 100 W Dania Beach Blvd, Dania Beach, FL, 33004 Phone: 954-924-6800 x 3730
Project Dollar Amount:	Approx. $900k This project stayed on budget and was done in a timely manner
Description of Work	A range of improvements including the installation of exercise stations, play structures, walking trail Conengineers meet the expectations of the improvements listed, and they were installed in a timely
Work Performed with GC's Own Employees and Equipment	Project management and coordination with subcontractors and project supervision via field superint assist the project. Conengineers were responsible for all subcontractors.
Project Completion	Project was timely completed. Project finished on time
GC Facilitated Changes to Project When Required	GC achieved a high level of collaboration and communication with the City, which resulted in effectiv Conengineers ran into some issues, but was able to resolve them

DANIA BEACH
SEA IT LIVE IT LOVE IT

Eric Brown
Director of Parks & Recreation | City of Dania Beach
ebrown@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL 33004
Phone:954-924-6800 x3730

Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Deerfield Beach
Florida

ITBC No. _____

Bidder's Name: Conengineers Builders LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: HIALEAH HOUSING AUTHORITY

Reference Contact: Vanessa Rodriguez

Contact E-mail: vrodriguez@hialeahhousing.org

Contact Phone #: 786-257-3499

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

_____

_____

Reference Printed Name: Vanessa Rodriguez (Person completing survey) Title: Assistant Development & Modernization Administrator

Signature: Vanessa Rodriguez (Person completing survey) Date: 11/05/2024

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Deerfield Beach
Florida

ITBC No. 24-29-PEC

Bidder's Name: Cotleng Engineers Bridges LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Town of Davie

Reference Contact: Abidemi Ajayi, P.E.

Contact E-mail: aajayi@davie-fl.gov

Contact Phone #: 954-797-1096

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 2
2. Rate the competency and accessibility of the personnel performing the services. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 2

Additional comments (optional):

Reference Printed Name: Abidemi Ajayi, P.E. Title: Assistant Town Engineer
(Person completing survey)

Signature: Abidemi Ajayi, P.E. Digitally signed by Abidemi Ajayi, P.E. Date: 2024.11.05 13:58:41 -05'00' Date: November 5, 2024
(Person completing survey)

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Vendor Reference Verification Form

Solicitation No. and Title:

Reference for: Conengineers Builders LLC

Organization/Firm Name providing reference: Miami Housing Authority

Contact Name: Miguel Hernandez Reference date:

Contact Email: Contact Phone:

Name of Referenced Project: Hoffman Gardens Parking Lot improvements

Contract No. Date Services Provided: 5/7/21 to 6/19/21 Project Amount: $37,526.00

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☒ Yes ☐ No

Description of services provided by Vendor: Small Asphalt Repairs and Parking Seal coating and striping

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	☐	☑	☐	☐
b. Accuracy	☐	☑	☐	☐
c. Deliverables	☐	☑	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☑	☐	☐
b. Professionalism	☐	☑	☐	☐
c. Turnover	☐	☑	☐	☐
3. Timeliness of:				
a. Project	☐	☑	☐	☐
b. Deliverables	☐	☑	☐	☐
4. Project completed within budget	☐	☑	☐	☐
5. Cooperation with:				
a. Your Firm	☐	☑	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☑	☐	☐
c. Regulatory Agency(ies)	☐	☑	☐	☐

Additional Comments: (provide on additional sheet if needed)

All information provided to City of Miami Gardens is subject to verification

Signature

Date 10/13/21

Vendor Reference Verification Form

Solicitation No. and Title:

Reference for: Conengineers Builders LLC

Organization/Firm Name providing reference:
City of Sunrise

Contact Name: Chris Ulrich **Reference date:** 2/2/23

Contact Email: culrich@sunrisefl.gov **Contact Phone:** 954-888-6060

Name of Referenced Project: 1220 Demolition Project

Contract No.	Date Services Provided:	Project Amount:
C22-02-10-VH	April 27, 2022 to June 2022	$22,312.50

Vendor's role in Project: [X] Prime Vendor [ ] Subconsultant/Subcontractor

Would you use this vendor again? [X] Yes [ ] No

Description of services provided by Vendor:

Secure permits, install site protection, demolish 1000sf building, selective demolition of site features, selective site restoration

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	[ ]	[ ]	[X]	[ ]
b. Accuracy	[ ]	[ ]	[X]	[ ]
c. Deliverables	[ ]	[ ]	[X]	[ ]
2. Vendor's Organization:				
a. Staff expertise	[ ]	[ ]	[X]	[ ]
b. Professionalism	[ ]	[ ]	[X]	[ ]
c. Turnover	[ ]	[ ]	[X]	[ ]
3. Timeliness of:				
a. Project	[ ]	[ ]	[X]	[ ]
b. Deliverables	[ ]	[ ]	[X]	[ ]
4. Project completed within budget	[ ]	[ ]	[X]	[ ]
5. Cooperation with:				
a. Your Firm	[ ]	[ ]	[X]	[ ]
b. Subcontractor(s)/Subconsultant(s)	[ ]	[ ]	[ ]	[X]
c. Regulatory Agency(ies)	[ ]	[ ]	[X]	[ ]

Additional Comments: (provide on additional sheet if needed)

The contractor provided quality services on-time, on-budget, with responsive communication and coordination. They conducted business with the city with professionalism and were willing and able to satisfy our very thorough building and engineering departments. Good team.

All information provided to City of Miami Gardens is subject to verification.

Signature_____ Date___2/2/2023_____

Vendor Reference Verification Form

Solicitation No. and Title:

Reference for: Conengineers Builders LLC

Organization/Firm Name providing reference:

Town of Davie, FLorida

Contact Name: Keith Pursell | Reference date: 2/2/2023

Contact Email: kpursell@davie-fl.gov | Contact Phone: 954-797-1191

Name of Referenced Project: Ivanhoe Community Center Ceiling and Lighting Replacement

Contract No. DS-22-04 | Date Services Provided: 12/9/2021 to 3/31/2022 | Project Amount: $43,517.83

Vendor's role in Project: [X] Prime Vendor [ ] Subconsultant/Subcontractor

Would you use this vendor again? [X] Yes [ ] No

Description of services provided by Vendor:
Replaced acoustical ceiling and lighting in the Community Center.

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☑	☐	☐
c. Deliverables	☐	☑	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☑	☐	☐
b. Professionalism	☐	☐	☑	☐
c. Turnover	☐	☑	☐	☐
3. Timeliness of:				
a. Project	☐	☑	☐	☐
b. Deliverables	☐	☑	☐	☐
4. Project completed within budget	☐	☐	☑	☐
5. Cooperation with:				
a. Your Firm	☐	☐	☑	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☑	☐
c. Regulatory Agency(ies)	☐	☐	☐	☑

Additional Comments: (provide on additional sheet if needed)

All information provided to City of Miami Gardens is subject to verification.

Signature _____ Date 2/2/2023

Vendor Reference Verification Form

Solicitation No. and Title:

Reference for: Conengineers Builders LLC

Organization/Firm Name providing reference:

Florida Department of Environmental protection

Contact Name: Jim McGuire | Reference date: 10/12/21

Contact Email: Jim.McGuire@FloridaDEP.gov | Contact Phone: 772-380-6938

Name of Referenced Project: Bill Baggs Cape Florida SP

Contract No.	Date Services Provided:	Project Amount:
CN565	7/6/21 to 7/20/21	24,262.40

Vendor's role in Project: [x] Prime Vendor [ ] Subconsultant/Subcontractor

Would you use this vendor again? [x] Yes [ ] No

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	[ ]	[ ]	[x]	[ ]
b. Accuracy	[ ]	[ ]	[x]	[ ]
c. Deliverables	[ ]	[ ]	[x]	[ ]
2. Vendor's Organization:				
a. Staff expertise	[ ]	[ ]	[x]	[ ]
b. Professionalism	[ ]	[ ]	[x]	[ ]
c. Turnover	[ ]	[ ]	[x]	[ ]
3. Timeliness of:				
a. Project	[ ]	[ ]	[x]	[ ]
b. Deliverables	[ ]	[ ]	[x]	[ ]
4. Project completed within budget	[ ]	[ ]	[x]	[ ]
5. Cooperation with:				
a. Your Firm	[ ]	[ ]	[x]	[ ]
b. Subcontractor(s)/Subconsultant(s)	[ ]	[ ]	[x]	[ ]
c. Regulatory Agency(ies)	[ ]	[ ]	[ ]	[x]

Additional Comments: (provide on additional sheet if needed)

Contractor was a pleasure to work with, very professional.

All information provided to City of Miami Gardens is subject to verification.

Signature Jim McGuire

Date 10/12/21

COOPER
CONSTRUCTION MANAGEMENT

Table of Contents

1. Company Information and Pricing
2. Company's Project Experience
3. Licenses, Certificates and Reports.
    a. Certified General Contractor License
    b. Small Business Enterprise Certification
    c. Division of Corporation Report - Years in Business
    d. Performance and Payment Bonds Letter
    e. Contractor E-Verify Affidavit
4. Bid Submittal
5. Company Summary Information
6. Acknowledgement of Addendum
7. Bid Submittal Signature Page
8. Assumptions and Qualifications
9. Affidavits
    a. Conflict of Interest Disclose Form
    b. Notification of Public Entity Crimes Law
    c. Drug-Free Workplace
    d. Sworn Statement on Discrimination
    e. Scrutinized Vendor Certification
    f. Trench Safety Affidavit
    g. Non-Collusion Affidavit
10. Solicitation Summary

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder:	Cooper Construction Management and Consulting, Inc.
Address:	354 Hiatt Drive Suite 140, Palm Beach Gardens, FL 33418
Contact Person:	Jackie W. Cooper, Jr. President
Bid Amount(s):	$1,563,010.00
Authorized Signature:	
Date:	May 15, 2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

COOPER
CONSTRUCTION MANAGEMENT

Company's Project Experience

Project #1 Name: Historic Rehabilitation of the Sunset Lounge

Contract Amount: $16,465,757.47

Owner: City of West Palm Beach — Phone No: 561-822-1550

Consultant/Engineer: REG Architects — Phone No: 561-659-2383

Owner Contact: Chris Roog — Phone No: 561-262-6901

Description of Project: Interior/exterior rehabilitation of existing 15,000SF & new Construction 6,000SF.

Date Completed: March 21, 2023

Contract Schedule (days): 14 months plus change orders for additional scope of work.

Actual Completion Schedule: 1749 days

Project #2 Name: DelPrado Elementary School

Contract Amount: $4,297,392.00

Owner: School Board of Palm Beach County — Phone No: 561-822-0276

Consultant/Engineer: McHarry Assoc. — Phone No: 561-445-3765

Owner Contact: Joel Campbell — Phone No: 561-882-1996 ext. 21996

Description of Project: Core Expansion.

Date Completed: November 2, 2025

Contract Schedule (days): 365 days plus closeout.

Actual Completion Schedule: 439 days

Project #3 Name: Prime Class Lounge (American Express)

Contract Amount: $818,125.73

Owner: Gideon Toal Mgmt Services — Phone No: 561-429-8182

Consultant/Engineer: Smart Design. — Phone No: 386-753-9601

Owner Contact: Alvin Brown — Phone No: 972-814-5749

Description of Project: Demo existing interior/furnish and install new interior.

Date Completed: January 6, 2020

Contract Schedule (days): 180 days.

Actual Completion Schedule: 180 days.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COOPER, JACKIE WILLIAM JR

COOPER CONSTRUCTION MANAGEMENT AND CONSULTING INC
354 HIATT DRIVE
SUITE 140
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: CGC1518961

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Cooper Construction Management & Consulting, Inc.

Vendor # **VC0000134125**

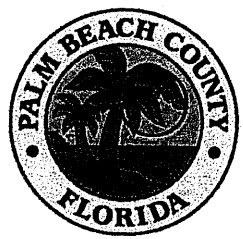
is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

April 09, 2024 to April 08, 2027

The following services and/or products are covered under this certification:

Administration of Contracts: Summary of Work, Quality Control; Construction Consulting; Construction Management Services; Outreach Services; Painting Services

Allen Gray, Manager
04/09/2024



Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

Detail by Entity Name

Florida Profit Corporation
COOPER CONSTRUCTION MANAGEMENT AND CONSULTING, INC.

Filing Information

Document Number	P04000102000
FEI/EIN Number	20-1274404
Date Filed	07/07/2004
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/08/2009
Event Effective Date	NONE

Principal Address

354 Hiatt Drive
140
Palm Beach Gardens, FL 33418

Changed: 01/21/2020

Mailing Address

354 Hiatt Drive
140
Palm Beach Gardens, FL 33418

Changed: 01/21/2020

Registered Agent Name & Address

COOPER, JACKIE WJR
3601 North Flagler Drive
West Palm Beach, FL 33407-4401

Address Changed: 02/24/2025

Officer/Director Detail

Name & Address

Title P

COOPER, JACKIE WJR
3601 North Flagler Drive
West Palm Beach, FL 33407-4401

Title VP

COOPER, VERONICA A
354 Hiatt Drive
140
Palm Beach Gardens, FL 33418

Annual Reports

Report Year	Filed Date
2023	05/22/2023
2024	05/01/2024
2025	02/24/2025

Document Images

02/24/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
05/22/2023 -- ANNUAL REPORT	View image in PDF format
07/05/2022 -- ANNUAL REPORT	View image in PDF format
02/13/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
08/31/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
05/03/2017 -- ANNUAL REPORT	View image in PDF format
04/16/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
04/13/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
04/24/2010 -- ANNUAL REPORT	View image in PDF format
09/08/2009 -- CORAPREIWP	View image in PDF format
07/07/2004 -- Domestic Profit	View image in PDF format

ACRISURE®

May 13, 2025

The Village of North Palm Beach VNPB
501 US Highway 1
North Palm Beach, FL 33408
Attn: Anthony James

Re: Cooper Construction Management & Consulting, Inc
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Cooper Construction Management & Consulting, Inc. Their Surety is Berkley Insurance Company which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $20,000,000 for a single bond and $50,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Cooper Construction Management & Consulting, Inc is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Cooper Construction Management and Consulting, Inc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Cooper Construction Management and Consulting, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Jackie W. Cooper, Jr. President
Print Name/Title

May 15, 2025
Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of / physical presence or / online notarization, this 15th May (date) by Jackie Cooper (name of officer or agent, title of officer or agent) of Cooper Construction Management (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

Notary Seal

Notary Public

Notary Public State of Florida
Jill Pitkiewicz
My Commission HH 390273
Expires 4/24/2027

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: VNPB Wash Plant Building

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Cooper Construction Management and Consulting, Inc.

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Cooper Construction Management and Consulting, Inc.

Owner or Principal: Jackie W. Cooper, Jr.

Years in Business: Twenty (20)

Number of Employees: Fifteen (15)

Name of Primary Contact: Jackie W. Cooper, Jr.

Telephone of Primary Contact: 561-841-6150

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 04/18/2025

Addendum #2, Dated 05/13/2025

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

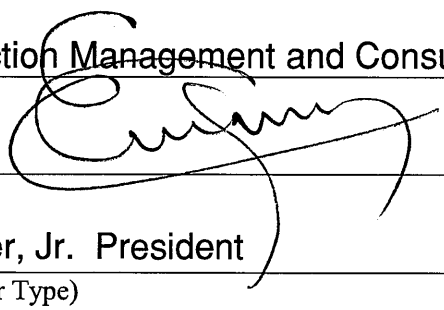
Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Cooper Construction Management and Consulting, Inc.
Firm Name



Signature

Jackie W. Cooper, Jr. President
Name and Title (Print or Type)

Date March 15, 2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Cooper Construction Management and Consulting, Inc.

Street Address:

354 Hiatt Dr. Suite 140 Palm Beach Gardens, FL 33418

Mailing Address (if different than Street Address):

Telephone Number(s): 561-841-6150

Fax Number(s): 305-402-2262

Email Address: jcooper@coopercmc.com

Federal Employer Identification Number: 20-1274404

Prompt Payment Terms: 0 % 25 days' net 30 days

Signature: _____
(Signature of authorized agent)

Print Name: Jackie W. Cooper Jr.

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

COOPER
CONSTRUCTION MANAGEMENT

Qualifications / Exclusions / Assumptions

Village of North Palm Beach – Golf Course Metal Building
North Palm Beach

Division 01 - General Requirements

Comments:

This Construction Budget is based on the set of drawings received from CPZ Architects, Inc., dated 04/04/2025 and the following inclusions, exclusions, clarifications, and assumptions:

1. This proposal is valid for thirty (30) days from its submission date.
2. The Supervision, General Conditions and General Requirements, are based on a Two Hundred-Ten (210) calendar days for construction and Thirty (30) days for closeout, schedule, and it is contingent on permitted drawings, prior to commencing with work.
3. All work is based on the set of drawings made available by the Village of North Palm Beach.
4. We assume all underground electrical, sanitary and storm are in good working condition and are properly sized to accommodate the new work shown in the set of drawings.
5. We assume that the Building Permit and Permit Fees shall be the responsibility of the Owner, as noted in RFI #2.
6. We assume all Impact Fees, if required, will be paid by Others.
7. We assume that the Owner will be responsible for the cost of all Utilities until the project's substantial completion.
8. We assume that all Material Testing and any Threshold Inspections, if required, will be provided by the Owner, as noted in addendum 2.
9. We assume all Governmental Fees; impact fees and Utility connection fees are by the Owner.
10. We base our price on temporary power and water being available onsite.
11. Any changes to the building will necessarily affect the material/engineering and therefore the price of the building proposed above.
12. Due to volatility of commodities and material pricing, this proposal is valid for 30 days. If the project cannot be commenced during this time frame, the G.C. reserves the right to verify pricing prior to signing a contract for the work.

Exclusions:

1. Builders Risk Insurance and all deductibles are excluded.
2. We have excluded any concrete and/or soil testing.
3. We have excluded threshold inspections.
4. We have excluded any Jurisdictional requirements not shown on approved plans that change the scope of work.
5. We have excluded Architectural and Engineering Plans or Design Fees.
6. We have excluded Buy American, Factory Mutual and Special Wages.
7. We have excluded Tie-in of Downspouts to storm drainage system.
8. We have excluded the removal of unsuitable or contaminated soils.
9. We have excluded importing of soils.
10. We have excluded removal or relocation of any trees as there was no actual tree disposition plan.

COOPER
CONSTRUCTION MANAGEMENT

Qualifications / Exclusions / Assumptions

Village of North Palm Beach – Golf Course Metal Building
North Palm Beach

[redacted]

Division 02 – Existing Conditions

Comments:

1. None.

Division 03 – Concrete

Comments:

1. All shell scope of work is based on the structural set of drawings; architectural are just for reference. Any discrepancy between the two will default to the structural set of drawings alone. General Contractor will not be held liable for any mistakes, omissions or changes not coordinated between architectural and structural drawings.
2. We assume the existing fill is acceptable and suitable to receive the new fill and Slab-On-grade.
3. We have excluded any Concrete and Compaction Testing
4. All concrete and grout, in regular weight and color.
5. Reinforcing steel black Grade 60 and accessories for foundation, slab, columns, beams and masonry. Masonry regular weight and color (1500 PSI) materials.

Division 04 – Masonry

Comments:

1. Masonry shall be regular weight and color (1500 PSI) materials. Architectural masonry, special shaped and/or glass block is excluded.

Division 05 - Metals

Comments:

1. Allowance to cover all metal plates, bolts, nuts, washers and steel angles and nosing at overhead door jambs and sill, and steel bollards.

Division 06 - Wood, Plastics & Composites

Comments:

1. Not part of this project.

COOPER
CONSTRUCTION MANAGEMENT

Qualifications / Exclusions / Assumptions

Village of North Palm Beach – Golf Course Metal Building
North Palm Beach

[redacted]

Division 07 – Thermal & Moisture Protection

Comments:

1. None

Division 08 – Doors and Windows

Comments:

1. None.

Division 09 – Finishes

Comments:

1. None.

Division 10 - Specialties

Comments:

1. Not part of this project.

Division 11 – Equipment

Comments:

1. We have Included all Washing Equipment as quoted by ESD Waste 2 Water Inc. as the basis of design.
2. ESD have advised that their lead time on fabrication and delivery of the Washing Equipment is 3 to 6 months after approval of all submittals and issue of a LOI.
3. Price is FOB Ocala; we have included an allowance of $7,950.00 for Freights, Insurance and unloading.

Division 12 – Furnishings

Comments:

1. Not part of this project.

COOPER
CONSTRUCTION MANAGEMENT

Qualifications / Exclusions / Assumptions

Village of North Palm Beach – Golf Course Metal Building
North Palm Beach

[redacted]

Division 13 – Special Construction

Comments:

1. We have excluded any Jurisdictional requirements not shown on approved plans that change the scope of work.
2. We have excluded Architectural and Engineering Plans or Design Fees.
3. We have excluded Buy American, Factory Mutual and Special Wages.
4. We have excluded Tie-in of Downspouts to storm drainage system.

Division 14 – Elevators & Lifts

1. Not part of this project

Division 21 – Fire Suppression

Comments:

1. Not part of this project.

Division 22 – Plumbing

Comments:

1. The price reflects our best interpretation of the drawings made available, as no cutsheets for the washing equipment were made available.

Division 23 – Heating, Ventilation and Air Conditioning

Comments:

1. None.

Division 26 – Electrical

1. None

Division 27 – Communications

Comments:

COOPER
CONSTRUCTION MANAGEMENT

Qualifications / Exclusions / Assumptions

Village of North Palm Beach – Golf Course Metal Building
North Palm Beach

[redacted]

1. Not part of this project.

Division 28 – Electronic Safety and Security

Comments:

1. Not part of this project.

Division 32 – Site Improvements

Comments:

1. None.

Division 33 – Utilities

Comments:

1. None.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

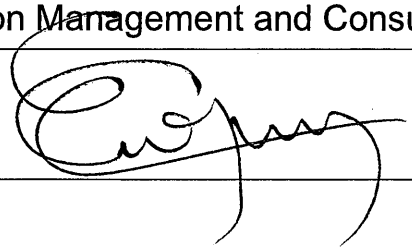
Please check one of the following statements and attach additional documentation if necessary:

No — To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ — The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Cooper Construction Management and Consulting, Inc.
Firm Name



Signature

Jackie W. Cooper Jr - President
Name and Title (Print or Type)

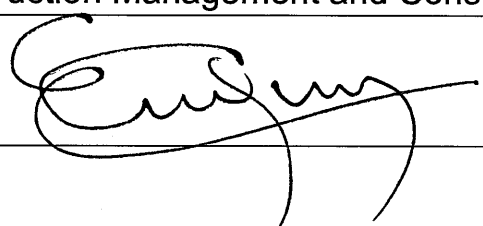
May 15, 2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Cooper Construction Management and Consulting, Inc.
Firm Name



Signature

Jackie W. Cooper, Jr. President
Name and Title (Print or Type)

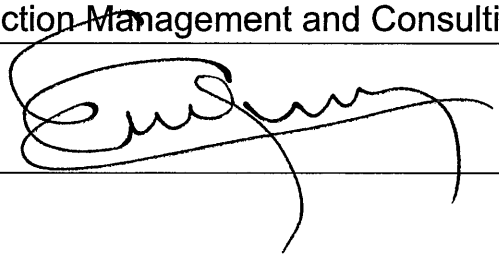
May 15, 2025
Date

DRUG-FREE WORKPLACE

Cooper Construction Management and Consulting, Inc. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Cooper Construction Management and Consulting, Inc.
Firm Name



Signature

Jackie W. Cooper, Jr. President
Name and Title (Print or Type)

May 15, 2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jackie W. Cooper, Jr. President
(print individual's name and title)
for Cooper Construction Management and Consulting, Inc.
(print name of entity submitting sworn statement)

whose business address is 354 Hiatt Dr. Suite 140, Palm Beach Gardens, FL 33418

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1274404

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

N/A Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 15th day of May, 2025 by Jackie Cooper, who is personally known to me or produced N/A as identification.

Notary Public
My Commission Expires: 4/24/2027

Notary Public State of Florida
Jill Pitkiewicz
My Commission HH 390273
Expires 4/24/2027

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jackie W. Cooper, Jr. President
(print individual's name and title)
for Cooper Construction Management and Consulting, Inc.
(print name of entity submitting sworn statement)

whose business address is 354 Hiatt Drive Suite 140, Palm Beach Gardens, FL 33418

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1274404

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 15 day of May, 2025 by Jackie Caper, who is personally known to me or produced N/A as identification.

Notary Public
My Commission Expires: 4/24/2027

Notary Public State of Florida
Jill Pitkiewicz
My Commission HH 390273
Expires 4/24/2027

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Cooper Construction Management and Consulting, Inc. (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)		Cost
Footings	230 LF	$12.00 Unit Cost	$2,760.00
Dewatering	230 LF	$20.00 Unit Cost	$4,600.00
			$
			$
			$
		TOTAL	$7,360.00

(Signature) May 15, 2025 (Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization on May 15th, 2025 (date) by Jackie Cooper (name). He/She is personally known to me or has Presented N/A (type of identification) as identification.

Notary Public Signature and Seal

Jill Pitkiewicz - 390273
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jackie W. Cooper, Jr., who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President of Cooper Construction Management and Consulting, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization this 15 day of May 2025 by Jackie Cooper, who is personally known to me or who has produced N/A as identification.

SEAL

Notary Signature Jill Pitkiewicz
Notary Name: Jill Pitkiewicz
Notary Public (State): Florida
My Commission No: 390273
Expires on: 4/24/2027

Notary Public State of Florida
Jill Pitkiewicz
My Commission HH 390273
Expires 4/24/2027

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder:	Cooper Construction Management and Consulting, Inc.
Address:	354 Hiatt Drive Suite 140, Palm Beach Gardens, FL 33418
Contact Person:	Jackie W. Cooper, Jr. President
Bid Amount(s):	$1,563,010.00
Authorized Signature:	
Date:	May 15, 2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: ITB 2025-PW01 - VNPB Wash Plant Building

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP

Owner or Principal: WILLIAM PEREZ-BORROTO

Years in Business: 6.5 years

Number of Employees: 5 employees

Name of Primary Contact: WILLIAM PEREZ-BORROTO

Telephone of Primary Contact: (786) 382-1507

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEREZ BORROTO, WILLIAM

TRUEBUILD GROUP
8895 N MILITARY TRAIL
SUITE 204D
PALM BEACH GARDENS FL 33410

LICENSE NUMBER: CGC1527399

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 04/18/2025

Addendum #2, Dated 05/13/2025

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

PEREZ-BORROTO COSTRUCTION LLC dba TRUEBUILD GROUP
Firm Name

Signature

WILLIAM PEREZ-BORROTO / MANAGER
Name and Title (Print or Type)

Date 05/07/2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP

Street Address:

8895 N MILITARY TRL, #204-D, PALM BEACH GARDENS, FL 33410

Mailing Address (if different than Street Address):

N/A

Telephone Number(s): (561) 408-3497

Fax Number(s): N/A

Email Address: WILLIAM@TRUEBUILD.GROUP

Federal Employer Identification Number: 83-2733060

Prompt Payment Terms: — % — days' net 30 days

Signature: _____ (Signature of authorized agent)

Print Name: WILLIAM PEREZ-BORROTO

Title: MANAGER

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP
Firm Name

Signature

WILLIAM PEREZ-BORROTO / MANAGER
Name and Title (Print or Type)

04/14/2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP
Firm Name

Signature

WILLIAM PEREZ-BORROTO / MANAGER
Name and Title (Print or Type)

04/14/2025
Date

DRUG-FREE WORKPLACE

PEREZ-BOROTTO CONSTRUCTION LLC dba TRUEBUILD GROUP is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

PEREZ-BOROTTO CONSTRUCTION LLC dba TRUEBUILD GROUP
Firm Name

Signature

WILLIAM PEREZ-BORROTO / PRESIDENT
Name and Title (Print or Type)

04/14/2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by WILLIAM PEREZ-BORROTO / MANAGER
(print individual's name and title)
for PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP
(print name of entity submitting sworn statement)

whose business address is 8895 N MILITARY TRL, #204-D
PALM BEACH GARDENS, FL 33410

and (if applicable) its Federal Employer Identification Number (FEIN) is: 88-2733060

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence or __ online notarization this 14th day of APRIL, 2025 by WILLIAM PEREZ-BORROTO, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

Notary Public State of Florida
Maria Martin
My Commission HH 645801
Expires 2/27/2029

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by WILLIAM PEREZ-BORROTO / MANAGER
(print individual's name and title)
for PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP
(print name of entity submitting sworn statement)

whose business address is 8895 N MILITARY TRL, #204-D
PALM BEACH GARDENS, FL 33410

and (if applicable) its Federal Employer Identification Number (FEIN) is: 83-2733060

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence or __ online notarization this 14th day of APRIL, 2025 by WILLIAM PEREZ-BORROTO, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

Notary Public State of Florida
Maria Martin
My Commission HH 645801
Expires 2/27/2029

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

PEREZ-BORROTO CONSTRUCTION LLC DBA TRUEBUILD GROUP (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
1	SHORING - 10 (LF)	$ 10.00
		$
		$
		$
		$
	TOTAL	$ 10.00

(Signature) 5/12/25 (Date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization on THIS 14TH DAY OF APRIL 2025 (date) by

WILLIAM PEREZ-BORROTO (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Maria Martin
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Notary Public State of Florida
Maria Martin
My Commission HH 645801
Expires 2/27/2029

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared William Perez-Borroto, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Manager of PEREZ-BORROTO CONSTRUCTION LLC dba TRUEBUILD GROUP, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization this 14th day of April 2025, by William Perez-Borroto, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Public State of Florida
Maria Martin
My Commission HH 645801
Expires 2/27/2029

Notary Signature
Notary Name: Maria Martin
Notary Public (State): FLORIDA
My Commission No: HH 645801
Expires on: 02/27/2029

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: PEREZ-BORROTO CONSTRUCTION LLC DBA TRUEBUILD GROUP

Address: 8895 N MILITARY TRL, #204-D, PALM BEACH GARDENS, FL 33410

Contact Person: WILLIAM PEREZ-BORROTO

Bid Amount(s): $1,398,440.00 one million three hundred ninety eight thousand four hundred forty dollars & 00/100

Authorized Signature: [signature]

Date: 5/12/25

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

Ralph Della-Pietra, Inc.

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Ralph Della-Pietra, Inc.

Owner or Principal: Ralph Della-Pietra

Years in Business: 40 years

Number of Employees: 7

Name of Primary Contact: Josh Della-Pietra

Telephone of Primary Contact: 5617458555

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DELLA-PIETRA, RALPH JEFFERY SR

RALPH DELLA-PIETRA INC
880 JUPITER DRIVE UNIT #13
JUPITER FL 33458

LICENSE NUMBER: CGC051921

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ALLSTAR
FINANCIAL GROUP

Discover the Difference.

April 24, 2025

Re: Ralph Della-Pietra Inc.

To Whom It May Concern:

We are providing this information at the request and on behalf of our client, **Ralph Della Pietra Inc**. **Fair American Insurance and Reinsurance Company** is the current provider of surety bonds for our client. **Fair American Insurance and Reinsurance Company** carries an A.M. Best **"A++ XV"** rating and has a treasury listing of **$21,071,000**.

Ralph Della-Pietra Inc. is in excellent standing with **Fair American Insurance and Reinsurance Company** and the company would favorably consider requests to supply bonds of **$5,000,000 single and $6,000,000 aggregate** for them. Currently, **Ralph Della-Pietra, Inc** has the entirety of their program available. We continue to be confident of our customer's ability to perform and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to supply surety bonds for any project but is offered as an indication of our experience and confidence in this firm. Any specific requests for bonds will be underwritten on their own merits after a careful review of all final contract documents and other pertinent underwriting information at the time of the request.

If there are any questions, please feel free to contact our office at 904-230-1324.

Sincerely,

Jason Centrella, VP Surety, Allstar Surety Co. MGU / Attorney in Fact for Fair American Insurance and Reinsurance Company

AllstarFinancialGroup.com
Post Office Box 600962 · Jacksonville · FL · 32260-0962
11481 Old St. Augustine Rd · Suite 104
Jacksonville · FL · 32258
T 904.230.1324 · Toll Free 1.800.639.4958
F 904.230.0921 · Toll Free 866.417.7327

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4/18/25 / 5/13/25

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Ralph Della-Pietra, Inc.
Firm Name

Signature

Ralph Della-Pietra/President
Name and Title (Print or Type)

Date 5/14/25

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Ralph Della-Pietra, Inc.

Street Address:

880 Jupiter Park Dr. #13 Jupiter FL 33458

Mailing Address (if different than Street Address):

Telephone Number(s): 5617458555

Fax Number(s): 5617457468

Email Address: josh@rdpconst.com

Federal Employer Identification Number: 59-2554716

Prompt Payment Terms: 5 % 30 days' net 31 days

Signature: _____
(Signature of authorized agent)

Print Name: Ralph Della-Pietra

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

x To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Ralph Della-Pietra, Inc.
Firm Name

Signature

Ralph Della-Pietra President
Name and Title (Print or Type)

5/14/25
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Ralph Della-Pietra, Inc.
Firm Name

Signature

Ralph Della-Pietra - President
Name and Title (Print or Type)

5/14/25
Date

DRUG-FREE WORKPLACE

Ralph Della-Pietra, Inc. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Ralph Della-Pietra, Inc.
Firm Name

Signature

Ralph Della-Pietra - President
Name and Title (Print or Type)

5/14/25
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Ralph Della-Pietra - President
(print individual's name and title)
for Ralph Della-Pietra, Inc.
(print name of entity submitting sworn statement)

whose business address is 880 Jupiter Park Dr. #13 Jupiter FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2554716

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 14th day of May, 2025 by Ralph Della-Pietra, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

Notary Public State of Florida
Charles L Foster II
My Commission HH 527476
Expires 5/14/2028

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Ralph Della-Pietra - President
(print individual's name and title)
for Ralph Della-Pietra, Inc.
(print name of entity submitting sworn statement)

whose business address is 880 Jupiter Park Dr. #13 Jupiter FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2554716

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or __ online notarization this 14th day of May, 2025 by Ralph Della-Pietra, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

Notary Public State of Florida
Charles L Foster II
My Commission HH 527476
Expires 5/14/2028

NON-COLLUSION AFFIDAVIT

STATE OF FL
COUNTY OF Palm Beach County

Before me, the undersigned authority, personally appeared Ralph Della-Pietra, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President of Ralph Della-Pietra, Inc., the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Golf Course Metal Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization this 14th day of May 2025 by Ralph Della-Pietra, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature
Notary Name: Charles L Foster II
Notary Public (State): FL
My Commission No: HH 527476
Expires on: 5/14/2028

Notary Public State of Florida
Charles L Foster II
My Commission HH 527476
Expires 5/14/2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Ralph Della-Pietra, Inc. (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
1	Slope/Trenching	$ 1.00
		$
		$
		$
		$
	TOTAL	$ 1.00

(Signature) 5/14/25 (Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization on 5/14/25 (date) by

Ralph Della-Pietra (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

Notary Public State of Florida
Charles L Foster II
My Commission HH 527476
Expires 5/14/2028

Notary Public Signature and Seal

Charles L Foster II HH 527476
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: Ralph Della-Pietra, Inc.

Address: 880 Jupiter Park Drive, Unit 13 Jupiter, FL 33458

Contact Person: Josh Della-Pietra

Bid Amount(s): $1,550,981.00

Authorized Signature:

Date: 5/14/25

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS
Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

SET UP PROJECT MANAGEMENT LLC

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: SET UP PROJECT MANAGEMENT LLC

Owner or Principal: CARLOS DE LA MADRIZ / ESTEBENI BILBAO

Years in Business: 8 YEARS 10 MONTHS

Number of Employees: 6

Name of Primary Contact: MANUEL HERNANDEZ

Telephone of Primary Contact: (305) 725-2854

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BILBAO TORRES, ESTEBENI

SET UP PROJECT MANAGEMENT, LLC.
1360 CROSSBILL CT
WESTON FL 33327

LICENSE NUMBER: CGC1525456

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HERNANDEZ, MANUEL HONORIO

SET UP PROJECT MANAGEMENT, LLC
2950 GLADES CIRCLE UNIT 9
WESTON FL 33327

LICENSE NUMBER: CCC1336094

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 04/18/2025

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

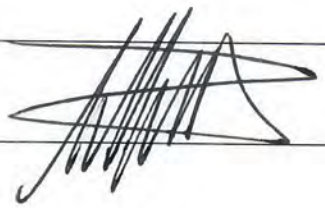
Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

SET UP PROJECT MANAGEMENT LLC
Firm Name



Signature

CARLOS DE LA MADRIZ
Name and Title (Print or Type)

Date 04/14/2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

SET UP PROJECT MANAGEMENT LLC

Street Address:

2950 GLADES CIR UNIT #9 WESTON FL 33327

Mailing Address (if different than Street Address):

1360 CROSSBILL CT WESTON FL 33327

Telephone Number(s): (954) 488-2313

Fax Number(s): _____

Email Address: delamadriz@setuppm.com

Federal Employer Identification Number: 81-3320882

Prompt Payment Terms: 1 % 10 days' net 45 days

Signature: _____
(Signature of authorized agent)

Print Name: CARLOS DE LA MADRIZ

Title: MANAGING MEMBER

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

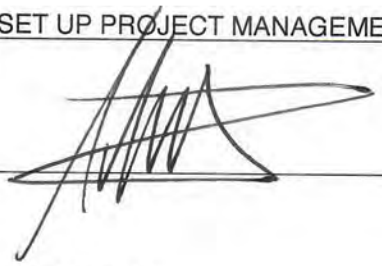
Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

SET UP PROJECT MANAGEMENT LLC
Firm Name



Signature

CARLOS DE LA MADRIZ
Name and Title (Print or Type)

05/13/2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

SET UP PROJECT MANAGEMENT LLC
Firm Name

Signature

CARLOS DE LA MADRIZ
Name and Title (Print or Type)

05/13/2025
Date

DRUG-FREE WORKPLACE

SET UP PROJECT MANAGEMENT LLC is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

SET UP PROJECT MANAGEMENT LLC
Firm Name

Signature

CARLOS DE LA MADRIZ
Name and Title (Print or Type)

05/13/2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by CARLOS DE LA MADRIZ - MANAGING MEMBER
(print individual's name and title)
for SET UP PROJECT MANAGEMENT LLC
(print name of entity submitting sworn statement)

whose business address is 2950 GLADES CIR UNIT #9 WESTON FL 33327

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-3320882

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence or __ online notarization this 14 day of May, 2028 by Carlos de la Madrid, who is personally known to me or produced Florida Driver License as identification.

_____
Notary Public
My Commission Expires: August 09, 2028

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by CARLOS DE LA MADRIZ - MANAGING MEMBER
(print individual's name and title)
for SET UP PROJECT MANAGEMENT LLC
(print name of entity submitting sworn statement)

whose business address is 2950 GLADES CIR UNIT #9 WESTON FL 33327

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-3320882

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of X physical presence or __ online notarization this 14 day of May, 2028 by Carlos de la Madrid, who is personally known to me or produced Florida Driver License as identification.

Notary Public
My Commission Expires: August

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared CARLOS DE LA MADRIZ, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is MANAGING MEMBER of SET UP PROJECT MANAGEMENT LLC, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization this 14 day of May 2025, by Carlos De La Madrid, who is personally known to me or who has produced Florida Driver License as identification.

SEAL

KARINA PEREZ
Notary Public - State of Florida
Commission # HH 515515
My Commission Expires
August 09, 2028

Notary Signature
Notary Name: Karina Perez
Notary Public (State): Florida
My Commission No: HH 515515
Expires on: August 09, 2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

SET UP PROJECT MANAGER (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
10	Sloping, trench shields/boxes as required (480LF)	$ 7,200.00
		$
		$
		$
		$
	TOTAL	$ 7,200.00

(Signature) 05/13/2025 (Date)

STATE OF Florida

COUNTY OF Broward

Subscribed and sworn to (or affirmed) before me by means of X physical presence or __ online notarization on May 14 - 2025 (date) by

Carlos De la Madrid (name). He/She is personally known to me or has

Presented Florida Driver License (type of identification) as identification.

Notary Public Signature and Seal

KARINA PAEZ
Notary Public-State of Florida
Commission # HH 531351
My Commission Expires
August 09, 2028

Karina Paez August 09, 2028
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder (the "Contract Documents"). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village's Invitation to Bid No. _____ and then the Contractor's response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email:

ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **ninety (90) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly

hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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, 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.

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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
_____, Mayor

ATTEST:

By: _____
Jessica Green, CMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

_____,

By: SET UP PROJECT MANAGEMENT LLC

Print Name: CARLOS DE LA MADRIZ

Title: MANAGING MEMBER

WITNESS:

By: _____

Print Name: Manuel Hernandez

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization this 14 day of May, 2025 by Carlos De la Nada, as OWNER, of Set Up Project Management, a company authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced Florida Driver License as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Set Up Project Management [Contractor], to the same.

KARINA PAEZ
Notary Public-State of Florida
Commission # HH 516615
My Commission Expires:
August 09, 2027

Notary Public _____

Print Name: Karina Paez

My commission expires: August 09, 2027

SECTION 8

PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET *(SEE ATTACHED)*
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed (*SEE ATTACHED)*
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report (*SEE ATTACHED)*
4. PDF: HD247027- NPBCC Improvements Phase 1 ESA_Final Draft_9.5.2024 (*SEE ATTACHED)*

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: SET UP PROJECT MANAGEMENT LLC

Address: 2950 GLADES CIR UNIT #9 WESTON FL 33327

Contact Person: CARLOS DE LA MADRIZ

Bid Amount(s): $1,087,808,65

Authorized Signature:

Date: 05/13/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

State of Florida
Department of State

I certify from the records of this office that SET UP PROJECT MANAGEMENT, LLC. is a limited liability company organized under the laws of the State of Florida, filed on July 19, 2016.

The document number of this limited liability company is L16000135692.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 8, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of May, 2024

Secretary of State

Tracking Number: 1093429731CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Electronic Articles of Organization
For
Florida Limited Liability Company

L16000135692
FILED 8:00 AM
July 19, 2016
Sec. Of State
syoung

Article I

The name of the Limited Liability Company is:

SET UP PROJECT MANAGEMENT, LLC.

Article II

The street address of the principal office of the Limited Liability Company is:

1004 GOLDEN CANE DRIVE
WESTON, FL. 33327

The mailing address of the Limited Liability Company is:

2950 GLADES CIRCLE, UNIT 9
WESTON, FL. 33327

Article III

Other provisions, if any:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

MAYRA A CELI
2029 QUAIL ROOST DRIVE
WESTON, FL. 33327

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MAYRA A CELI

Article V

L16000135692
FILED 8:00 AM
July 19, 2016
Sec. Of State
syoung

The name and address of person(s) authorized to manage LLC:

Title: MGR
CARLOS E DE LA MADRIZ
1004 GOLDEN CANE DRIVE
WESTON, FL. 33327

Title: MGR
ESTEBENI BILBAO
1004 GOLDEN CANE DRIVE
WESTON, FL. 33327

Signature of member or an authorized representative

Electronic Signature: CARLOS DE LA MADRIZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2025

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

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

PRODUCER	CONTACT NAME: MARTA ALONSO	
Florida Bankers Insurance 6874 SW 8 St Miami FL 33144	PHONE (A/C, No, Ext): (305) 266-6493	FAX (A/C, No): (305) 262-0679
	E-MAIL ADDRESS: marta@floridabankersinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : OBSIDIAN SPECIALTY INSURANCE COMPANY	
INSURED SET UP PROJECT MANAGEMENT, LLC 1360 Crossbil Ct. FORT LAUDERDALE FL 33324-	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	SCB-GL-000065960	09/20/2024	09/20/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITY OF PLANTATION BUILDING DEPT
401 NW 73 AVE
PLANTATION FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marta Alonso

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REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

BIDDER/PROPOSAL COMPANY NAME:

1. PROJECT: Exterior Side Walls and Roofing rebuild after Hurricane Ian DATE: 01/15/2024

   LOCATION: 2503 Del Prado Blvd S, Cape Coral, FL 33904

   OWNER REPRSENTATIVE: Name: Andres Navarrete

   Title: Asset Manager

   Email: an@bluewatersdg.com

2. PROJECT: RV Park Offices Complete Reroof of 2 Buildings DATE: 06/20/2024

   LOCATION: 2341 Englewood Road Englewood, FL 34223

   OWNER REPRSENTATIVE: Name: Andres Navarrete

   Title: Asset Manager

   Email: an@bluewatersdg.com

3. PROJECT: 65 Sq Metal Reroof DATE: 11/30/2023

   LOCATION: 3110 NE 44th St, Fort Lauderdale, FL 33308

   OWNER REPRSENTATIVE: Name: Don & Suanne Campion

   Title: Owner

   Email: scampion@bellsouth.net

State of Florida

Woman & Minority Business Certification

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

to

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

INVITATION TO BID
ITB 2025-PW01

VNPB Wash Plant Building

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

April 11, 2025

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS
Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

SMG Contractors

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: SMG Contractors

Owner or Principal: Samuel Joseph

Years in Business: 14

Number of Employees: 7

Name of Primary Contact: Samuel Joseph

Telephone of Primary Contact: (561) 444-5807

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4/18/2025

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

SMG Contractors
Firm Name

Signature

Samuel Joseph
Name and Title (Print or Type)

Date 5/15/2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

SMG Contractors

Street Address:

1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445

Mailing Address (if different than Street Address):

Telephone Number(s): (561) 444-5807

Fax Number(s): _____

Email Address: info@smgcontractors.com

Federal Employer Identification Number: 27-0110815

Prompt Payment Terms: ____ % ____ days' net ____ days

Signature: _____
(Signature of authorized agent)

Print Name: Samuel Joseph

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

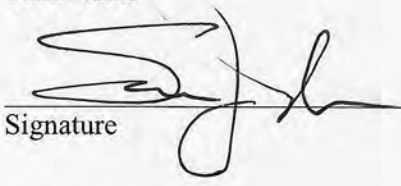
Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

SMG Contractors
Firm Name



Signature

Samuel Joseph, President
Name and Title (Print or Type)

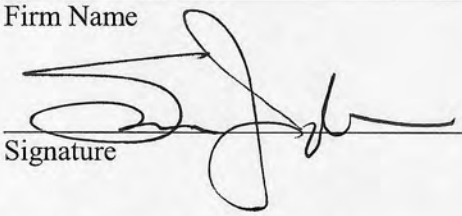
5/15/2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

SMG Contractors
Firm Name



Signature

Samuel Joseph, President
Name and Title (Print or Type)

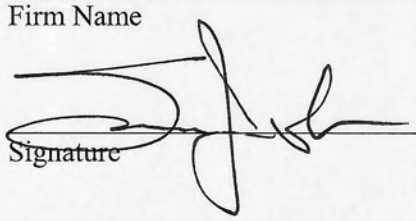
5/15/2025
Date

DRUG-FREE WORKPLACE

SMG Contractors is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

SMG Contractors
Firm Name



Signature

Samuel Joseph
Name and Title (Print or Type)

5/15/2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Samuel Joseph, President
(print individual's name and title)
for SMG Contractors
(print name of entity submitting sworn statement)

whose business address is 1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-0110815

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of MAY, 2025 by 2025 SAMUEL JOSEPH, who is personally known to me or produced DRIVER LICENSE as identification.

RAMONA CEPURNEAC
Notary Public
My Commission Expires:

RAMONA GABRIELA CEPURNEAC
Notary Public, State Of Florida
Commission No. HH 351613
My Commission Expires: 1/22/2027

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Samuel Joseph, President
(print individual's name and title)
for SMG Contractors
(print name of entity submitting sworn statement)

whose business address is 1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-0110815

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15 day of MAY, 2025 by SAMUEL JOSEPH, who is personally known to me or produced DRIVER LICENSE as identification.

RAMONA CEPURNEAC
Notary Public
My Commission Expires:

RAMONA GABRIELA CEPURNEAC
Notary Public, State Of Florida
Commission No. HH 351613
My Commission Expires: 1/22/2027

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President of SMG Contractors, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online notarization this 15 day of MAY 2025, by SAMUEL JOSEPH, who is personally known to me or who has produced DRIVER LICENSE as identification.

SEAL

Notary Signature RAMONA CEPURNEAC
Notary Name: RAMONA CEPURNEAC
Notary Public (State): FLORIDA
My Commission No: HH 351613
Expires on: 1/22/2027

RAMONA GABRIELA CEPURNEAC
Notary Public, State Of Florida
Commission No. HH 351613
My Commission Expires: 1/22/2027

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: SMG Contractors

Address: 1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445

Contact Person: Samuel Joseph

Bid Amount(s): $ 1,688,448.00

Authorized Signature:

Date: 05/15/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

Title: VNPB wash plant Building

CUSTOMER

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

SERVICE ADDRESS

951 U.S. 1
North Palm Beach, FL 33408

00 00 01 Demolition and Mobilization
Mobilization
Demolition Of Fernce
Tree root and Branch Pruning
Relocate Existing Rolling gate and gate Hardware
Disconnecting existing services and utilities
Clearing and Grubbiing
Temporary Silt Fence
Maintenance of Traffic

Subtotal: $192,240.00

00 00 02 Site Work
New Fence
New Fence Gates
Inlet Protection System

Subtotal: $64,920.00

00 00 03 Civil Work
60 LF of 2" CTS Water service to tie into existing Water line
Type B Drainage Structures
Installation of HDPE Pipe
Exfiltration Trench Drain
Building Pad - Undercut 4', Proof Roll, reinstall Existing Fill

ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

00 00 03 Civil Work
1.5 Inch Asphalt Paving with 6" of Limerock Base

Subtotal: $168,600.00

00 00 04 Concrete
All Sog including- Wall Footings, Bug Spray, Compaction and Backfill
Masonry Wall
F-100 Concrete Footing
Tie beam
Bollards
MF 16.24 Strip Footing
TS-2 Strip Footing
Concrete Grade Slab
Material Testing and Inspections

Subtotal: $163,230.00

00 00 05 Steel Framing and Roofing
CP -1 Column
CP - 2 Column
Anchor Plates and Bolts
Roof Framing
Roofing - Standing Seam Metal
UNILINE C-36 -7.2"X1.5" Rib Wall Panel System

Subtotal: $190,260.00

00 00 06 Mechanical
F&I Air Louvers
F&I Co& No2 Sensors
F&I Honeywell Analytics 301-C-DLC Controller
Installation fo Supply Diffusers
Install Exhaust Fan

ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

00 00 06 Mechanical
Duct Work With Insulation
AHU And CU

Subtotal: $61,200.00

00 00 07 Electrical
Paramount PMHC5-4-PM - Light Fixtures
Paramount PMHC5-4-PM - Light Fixtures (AE)
GARDCO Surface Mounted
Lighting Pole with Fixture
BOD: MYERS ILLUMINATOR 500VA
Exit LED Light Sign
Occupancy Sensors
Provide Photocell
GFCI Receptables
Signalling Appliance
Smoke Detector
Basic Electrical Wiring
Panel Board

Subtotal: $55,020.00

00 00 08 Plumbing
3/4" Piping
1" Piping
1 1/2" Piping
2" Piping
HB 1 Hosebib
Floor Drain
FCO Floor Cleanout
Basic Plumbing

Subtotal: $30,498.00

ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

00 00 09 Building Safety
Fire Sprinkler System
Lighting Protection
Fire Alarm System

Subtotal: $58,800.00

00 00 10 Equipment and Furniture

Subtotal: $0.00

00 00 10 Equipment and Furniture
Garage Doors
Equipment Rental
ESD-Model 800 – 3 Closed Loop System
ESD Storage Unit
Clipping Cart
Chemical Sump
Chemical Sink
Chemical Fill Hose & Hanger
Clipping Seperator
Sink F&I
Eye Washing Station
Dewatering Bag
Sewage Pump
Containment Sump

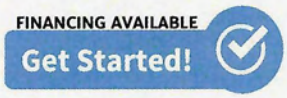
Subtotal: $313,680.00

General Conditions
General Conditions
Insurance
Permits and Inspections
Profit

ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

Subtotal: $390,000.00

Subtotal	$1,688,448.00
Tax: (0%)	$0.00
Total	**$1,688,448.00**



ESTIMATE #	DATE	EXPIRES
25-0505	05/15/2025	

TERMS & CONDITIONS

Please review the following terms and estimate due-date prior to work beginning.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2025

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

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

PRODUCER	ALL CITY INSURANCE INC. 1400 NW 107th AVE SUITE 430 DORAL FL 33172-	CONTACT NAME:	CUSTOMER SERVICE
		PHONE (A/C, No, Ext):	(305)463-9431 FAX (A/C, No): (305)436-6797
		E-MAIL ADDRESS:	GMAIL@ALLCITYINS.COM
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : AMGUARD INSURANCE COMPANY	35378
INSURED	SAJO MANAGEMENT GROUP LLC DBA SMG CONTRACTORS 1615 South Congress Avenue Suite 103 Delray Beach FL 33445-	INSURER B : Evanston Insurance Company	11738
		INSURER C : Western World Insurance Company	13196
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			NPP6132818	02/03/2025	02/03/2026	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	A/I BLANKET						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			SAAU589027	12/27/2024	12/27/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			EZXS3188254	02/03/2025	02/03/2026	EACH OCCURRENCE	$ 2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project Name: VNPB Wash Plant Building
Bid No.: ITB 2025-PW01
Location: 951 US-1, North Palm Beach, FL 33408

CERTIFICATE HOLDER

Village of North Palm Beach
501 US Highway One
North Palm Beach FL 33408-4906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 012552

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2025

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

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

PRODUCER Violetberri, LLC 1475 S Price Rd, Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): (800) 409-8958 FAX (A/C, No): E-MAIL ADDRESS: certs@vensure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midwest Employers Casualty Company	23612
INSURED Avitus, Inc DBA Avitus Group L/C/F Sajo Management Group LLC DBA: SMG Contractors 1475 S. Price Road Chandler AZ 85286	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 10224121 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		KEYPE000002501	09/09/2024	09/09/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Sajo Management Group LLC DBA SMG Contractors.
Client Effective: 01/01/2025.
Project Name: VNPB Wash Plant Building - ITB 2025-PW01 - 951 US-1, North Palm Beach, FL 33408.

CERTIFICATE HOLDER

FL - Florida

Village of North Palm Beach
501 US Highway One
North Palm Beach FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodie R. Kramer Cole

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CITY OF DELRAY BEACH

178959

LOCAL BUSINESS TAX RECEIPT
& CONTRACTOR REGISTRATION

RESTRICTION: ***CONSTRUCTION SERVICES***
OWNER/QUALIFIER JOSEPH, SAMUEL
BUSINESS NAME: SMG CONTRACTORS
LOCATION: 1615 S CONGRESS AVE
CLASSIFICATION: CONTRACTOR-UNDERGROUND UTILITIES & EXCAV

RECEIPT NO 25 00076037
CONTROL NO 159140

DATE ISSUED: 2/27/25
BUSINESS TAX FEE: 190.30
DELINQUENT FEE: .00
TRANSFER FEE: .00

TOTAL AMOUNT PAID: 190.30

SMG CONTRACTORS
1615 S CONGRESS AVE, #103
DELRAY BEACH FL 33445

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2024 TO SEPTEMBER 30 2025

BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed.

CITY OF DELRAY BEACH

BUSINESS TAX RECEIPT INFORMATION

DATE ISSUED: 2/27/25

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
OCTOBER 1 2024 TO SEPTEMBER 30 2025

- Business Tax Receipt must be posted in a visible location so that it can be viewed by anyone upon entering your place of business.
- Business Tax Receipts are renewed annually on September 30 of each year. As a courtesy, we will mail renewal reminders in July. However, if you do not receive a renewal notice, it is your responsibility to ensure that your Business Tax Receipt is renewed prior to September 30 of each year. Failure to receive a renewal reminder notice will not exempt you from paying any penalties for late payment. If you have more than one business location, you must obtain a business tax receipt for each location.
- If there is a change in the business name, ownership, or location, you must submit a Zoning Certificate of Use. Upon approval of the application, a transfer fee of $19.03 will be due to the Business Tax Office. On the Business Tax Receipt the previous owner must sign and date indicating that all rights, interest and title of the business isassigned to the new owner.
- A separate business tax receipt is issued for each use performed within your business. If you have any questions regarding the classification of your business, please visit us at 100 NW 1st Avenue, Delray Beach, FL 33444, check our website at DelrayBeachFL.gov, or call us at (561) 243-7040 ext. 4

DELRAY BEACH
All-America City
1993
2001

Notice: The issuance of this business tax receipt is a result of a payment of the business tax and shall not be interpreted as: permitting the business to supercede the zoning code of the City, an endorsement by the City of a business, nor certification by the City of the competence of a business.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOSEPH, SAMUEL

SMG CONTRACTORS
1615 SOUTH CONGRESS AVENUE
SUITE 103
DELRAY BEACH FL 33445

LICENSE NUMBER: CGC1518941

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOSEPH, SAMUEL

SMG CONTRACTORS
1615 SOUTH CONGRESS AVENUE
SUITE 103
DELRAY BEACH FL 33445

LICENSE NUMBER: CUC1226154

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
11555 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FLORIDA 33076
TELEPHONE (954) 481-1611

VILLAGE OF NORTH PALM BEACH
GOLF COURSE METAL BUILDING
951 US-1
NORTH PALM BEACH, FLORIDA

BID SET ESTIMATE - REVISED 1.0
May 7, 2025

PREPARED FOR:
CPZ ARCHITECTS

PREPARED BY:
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
CMS FILE 2519 BID SET ESTIMATE - REVISED 1.0

MAIN SUMMARY

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
11555 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FLORIDA 33076
TELEPHONE (954) 481-1611

BID SET ESTIMATE - REVISED 1.0

VILLAGE OF NORTH PALM BEACH
GOLF COURSE METAL BUILDING
951 US-1
NORTH PALM BEACH, FLORIDA

BID SET ESTIMATE - REVISED 1.0
Wednesday, May 7, 2025

PREPARED FOR
CPZ ARCHITECTS

MAIN SUMMARY

DIVISION	DESCRIPTION	AMOUNT	% of TOTAL
01 00 00	GENERAL CONDITIONS	see break-out below	
02 00 00	EXISTING CONDITIONS	$ 40,370	3.87%
03 00 00	CONCRETE	$ 135,806	13.03%
04 00 00	MASONRY	$ 9,689	0.93%
05 00 00	METALS	$ 172,500	16.54%
10 00 00	SPECIALTIES / SIGNAGE	$ -	0.00%
11 00 00	EQUIPMENT	$ 104,000	9.97%
22 00 00	PLUMBING	$ 14,613	1.40%
23 00 00	HVAC	$ 16,082	1.54%
26 00 00	ELECTRICAL	$ 46,095	4.42%
27 00 00	ELECTRONIC SAFETY & SECURITY	$ 5,840	0.56%
32 00 00	EXTERIOR IMPROVEMENTS	$ 107,950	10.35%
33 00 00	UTILITIES	$ 19,975	1.92%
	SUBTOTAL: DIRECT/HARD COSTS	**$ 672,919**	**64.54%**
12.00%	GENERAL CONDITIONS	$ 80,750	7.74%
	SUBTOTAL	**$ 753,670**	**72.29%**
5.00%	G.C. OVERHEAD	$ 37,683	3.61%
	SUBTOTAL	**$ 791,353**	**75.90%**
10.00%	G.C PROFIT	$ 79,135	7.59%
	SUBTOTAL	**$ 870,488**	**83.49%**
1.29%	G.C. P&P BOND	$ 11,229	1.08%
	SUBTOTAL	**$ 881,718**	**84.57%**
7.50%	ESCALATION (1 YEAR)	$ 66,129	6.34%
	SUBTOTAL	**$ 947,846**	**90.91%**
10.00%	CONTINGENCY	$ 94,785	9.09%
	TOTAL PROBABLE CONSTRUCTION COST	**$ 1,042,631**	**100.00%**

GOLF COURSE METAL BUILDING

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
11555 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FLORIDA 33076
TELEPHONE (954) 481-1611

CMS FILE 2519 BID SET ESTIMATE - REVISED 1.0

VILLAGE OF NORTH PALM BEACH
GOLF COURSE METAL BUILDING
951 US-1
NORTH PALM BEACH, FLORIDA

BID SET ESTIMATE - REVISED 1.0
May 7, 2025

PREPARED FOR:
CPZ ARCHITECTS

3000 SF

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
01	**01 00 00**	**GENERAL CONDITIONS**				
		GENERAL CONDITIONS	1.0	LS		SEE BELOW
02	**02 00 00**	**EXISTING CONDITIONS**				**$ 40,370.00**
		EROSION CONTROL				
		SILT FENCE	600.0	LF	$ 4.00	$ 2,400.00
		INLET PROTECTION	3.0	EA	$ 250.00	$ 750.00
		LINEAR INLET PROTECTION	26.0	LF	$ 20.00	$ 520.00
		MAINTENANCE OF EROSION CONTROLS	4.0	MO	$ 215.00	$ 860.00
		SITE DEMOLITION				
		SAWCUT ASPHALT	160.0	LF	$ 2.00	$ 320.00
		REMOVE ASPHALT	100.0	SF	$ 2.05	$ 205.00
		REMOVE FENCE	250.0	LF	$ 20.00	$ 5,000.00
		REMOVE GATE	2.0	EA	$ 225.00	$ 450.00
		REMOVE TREE	12.0	EA	$ 1,500.00	$ 18,000.00
						$ -
		CLEAR & GRUB	16,950.0	SF	$ 0.25	$ 4,237.50
		STRIP AND STOCKPILE TOPSOIL	16,950.0	SF	$ 0.45	$ 7,627.50
03	**03 00 00**	**CONCRETE**				**$ 135,806.00**
		EXCAVATE FOR CONCRETE				
		12" COMPACTED SUBBASE AT SOG	125.0	CY	$ 5.00	$ 625.00
		6" COMPACTED SELECT GRANULAR FILL AT SOG	65.0	CY	$ 15.00	$ 975.00
		EXCAVATE FOR FOOTERS / THICKENED SLAB	75.0	CY	$ 8.00	$ 600.00
		REMOVE SPOILS	100.0	CY	$ 25.00	$ 2,500.00
		CONCRETE				
		6" CONCRETE SLAB ON GRADE	3,340.0	SF	$ 21.50	$ 71,810.00
		THICKENED SLAB	2.0	CY	$ 950.00	$ 1,900.00
		FOOTERS	56.0	CY	$ 950.00	$ 53,200.00
		SUMP / DRAINS	4.0	EA	$ 275.00	$ 1,100.00
		WET CURE - SOG	3,440.0	SF	$ 0.90	$ 3,096.00
04	**40 00 00**	**MASONRY**				**$ 9,689.25**
		CMU 10'	300.0	SF	$ 18.50	$ 5,550.00
		CMU 1.5'	195.0	SF	$ 18.15	$ 3,539.25
		SCAFFOLD	300.0	SF	$ 2.00	$ 600.00
05	**05 00 00**	**METALS**				**$ 172,500.00**
		METAL BUILDING	1,500.0	SF	$ 65.00	$ 97,500.00
		METAL COVERED AREA	1,500.0	SF	$ 50.00	$ 75,000.00
		INCLUDES: STRUCTURAL STEEL, METAL WALL PANELS, ROOF, DOORS, GUTTERS & DOWNSPOUTS				

	A	B	C	D	E	F	G
17							
18			**3000 SF**				
19							
20	**DIVISION**	**#**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**$/UNIT**	**AMOUNT**
81	**10**	**10 00 00**	**SPECIALTIES & SIGNAGE**				**$ -**
82							
83							
84	**11**	**11 00 00**	**EQUIPMENT**				**$ 104,000.00**
85							
90			SUBCONTRACTOR GENERAL CONDITIONS	1.0	EA	$ 3,500.00	$ 3,500.00
91							
92			WASTE TO WATER SYSTEM	1.0	EA	$ 100,500.00	$ 100,500.00
93							
108	**22**	**22 00 000**	**PLUMBING**				**$ 14,612.50**
109							
112			SUBCONTRACTOR GENERAL CONDITIONS	1.0	EA	$ 1,250	$ 1,250.00
113							
114			3/4" CW	120.0	LF	21.25	$ 2,550.00
115			1" CW	25.0	LF	$ 24.50	$ 612.50
116			1-1/2" CW	50.0	LF	$ 37.60	$ 1,880.00
117			2" CW	20.0	LF	$ 40.25	$ 805.00
118							
119			HOSE BIB	4.0	EA	$ 685.00	$ 2,740.00
120							
121			1-1/2" BACKFLOW PREVENTER	1.0	EA	$ 3,575.00	$ 3,575.00
122							
123			MISC VALVES, HARDWARE AND FITTINGS	1.0	EA	$ 1,200.00	$ 1,200.00
124							
125	**23**	**23 00 00**	**HVAC**				**$ 16,081.50**
126							
127			SUBCONTRACTOR GENERAL CONDITIONS	1.0	EA	$ 1,500.00	$ 1,500.00
128							
129			12" ROUND DUCT	12.0	LF	$ 18.50	$ 222.00
130			16" ROUND DUCT	15.0	LF	$ 33.50	$ 502.50
131			18" ROUND DUCT	10.0	LF	$ 39.85	$ 398.50
132			20" ROUND DUCT	10.0	LF	$ 44.85	$ 448.50
133			18"x 6" DUCT DIFFUSER	8.0	EA	$ 115.00	$ 920.00
134							
135			LOUVER - 36"x 32"	1.0	EA	$ 465.00	$ 465.00
136			LOUVER - 26"x 26"	2.0	EA	$ 355.00	$ 710.00
137			EXHAUST FAN, 2100 CFM	1.0	EA	$ 2,175.00	$ 2,175.00
138			CO2 SENSOR	2.0	EA	$ 590.00	$ 1,180.00
139			NO2 SENSOR	2.0	EA	$ 655.00	$ 1,310.00
140			HONEYWELL CONTROLLER & POWER SUPPLY	1.0	EA	$ 2,500.00	$ 2,500.00
141							$ -
142			TEST & BALANCE	1.0	EA	$ 1,650.00	$ 1,650.00
143			COMMISSIONING	1.0	EA	$ 2,100.00	$ 2,100.00
144							
145	**26**	**26 00 000**	**ELECTRICAL**				**$ 46,095.00**
146							
147			SUBCONTRACTOR GENERAL CONDITIONS	1.0	EA	$ 2,500.00	$ 2,500.00
148							
149			FEEDERS - ALLOWANCE	1.0	EA	$ 10,000.00	$ 10,000.00
150							
151			FIXTURE A	4.0	EA	$ 425.00	$ 1,700.00
152			FIXTURE AE	4.0	EA	$ 490.00	$ 1,960.00
153			EXIT SIGNS	1.0	EA	$ 225.00	$ 225.00
154			OCCUPANCY SENSOR	4.0	EA	$ 175.00	$ 700.00
155			POWER PACK - OCCUPANCY SENSOR	1.0	EA	$ 145.00	$ 145.00
156			SITE POLE FIXTURE	5.0	EA	$ 1,965.00	$ 9,825.00
157			INVERTER	1.0	EA	$ 2,500.00	$ 2,500.00
158			SWITCH	2.0	EA	$ 75.00	$ 150.00
159			PHOTOCELL	1.0	EA	$ 115.00	$ 115.00
160			WP SWITCH	1.0	EA	$ 95.00	$ 95.00
161			TEST WELL	8.0	EA	$ 750.00	$ 6,000.00
162			EXHAUST FAN DISCONNECT	1.0	EA	$ 285.00	$ 285.00
163			CONNECT GAS DETECTOR CONTROLLER	1.0	EA	$ 185.00	$ 185.00
164							$ -
165			DUPLEX OUTLET, GROUNDED	9.0	EA	$ 65.00	$ 585.00
166			WP DUPLEX OUTLET, GROUNDED	7.0	EA	$ 95.00	$ 665.00
167							
168			CHEM EQUIPMENT CONNECTS	1.0	EA	$ 185.00	$ 185.00
169							
170			PANEL P-MB, 225A	1.0	EA	$ 2,350.00	$ 2,350.00
171							
172			CONDUIT, CABLE, HARDWARE, FITTINGS	1.0	EA	$ 2,175.00	$ 2,175.00
173							
174			LIGHTNING PROTECTION	3,000.0	SF	$ 1.25	$ 3,750.00
175							

	A	B	C	D	E	F	G
17							
18			**3000 SF**				
19							
20	**DIVISION**	**#**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**$/UNIT**	**AMOUNT**
176	**28**	**28 00 00**	**ELECTRONIC SAFETY & SECURITY**				**$ 5,840.00**
177							
192			**FIRE ALARM**				
193			THERMAL DETECTORS	2.0	EA	$ 395.00	$ 790.00
194			SMOKE DETECTOR	1.0	EA	$ 425.00	$ 425.00
195			PULL STATION	2.0	EA	$ 155.00	$ 310.00
196			HORNS	3.0	EA	$ 105.00	$ 315.00
197			FACP	1.0	EA	$ 2,500.00	$ 2,500.00
198							
199			TESTING	1.0	EA	$ 1,500.00	$ 1,500.00
200							
201	**32**	**32 00 00**	**EXTERIOR IMPROVEMENTS**				**$ 107,950.00**
202							
203			SPREAD TOPSOIL	12,000.0	SF	$ 0.15	$ 1,800.00
204			SOD	12,000.0	SF	$ 0.95	$ 11,400.00
205							
206			ASPHALT WALKWAY (INCLUDES BASE)	1,650.0	SF	$ 16.75	$ 27,637.50
207			ASPHALT PAVING (INCLUDES BASE)	3,250.0	SF	$ 16.75	$ 54,437.50
208							
209			CL FENCE	300.0	LF	$ 42.25	$ 12,675.00
210			20' GATE	2.0	EA	$ 1,875.00	$ 3,750.00
211							
212			BOLLARDS	9.0	EA	$ 1,545.00	$ 13,905.00
213							
214	**33**	**33 00 00**	**UTILITIES**				**$ 19,975.00**
215							
216			**STORM**				
217			18" PERFORATED HDPE W/EXFILL	50.0	LF	$ 155.00	$ 7,750.00
218			18" HDPE	35.0	LF	$ 105.00	$ 3,675.00
219			CB - TYPE B	3.0	EA	$ 2,350.00	$ 7,050.00
220							
221			**WATER**				
222			CONNECT TO EXISTING 2"	1.0	EA	1,500.00	$ 1,500.00
223			2" POLYETHYLENE	25.0	LF	35.65	$ 891.25
224			CONNECT W/ 3/4" COMPRESSION	1.0	EA	215.00	$ 215.00
225			2" BACKFLOW PREVENTER	1.0	EA	1,750.00	$ 1,750.00
226			2" METER	1.0	EA	1,500.00	$ 1,500.00
227							
237			SUBTOTAL				**$ 672,919.25**
238		12.00%	GENERAL CONDITIONS				$ 80,750.31
239			SUBTOTAL				$ 753,669.56
240		5.00%	G.C. OVERHEAD				$ 37,683.48
241			SUBTOTAL				$ 791,353.04
242		10.00%	G.C PROFIT				$ 79,135.30
243			SUBTOTAL				$ 870,488.34
244		1.29%	G.C. P&P BOND				$ 11,229.30
245			SUBTOTAL				$ 881,717.64
246		7.50%	ESCALATION (1 YEAR)				$ 66,128.82
247			SUBTOTAL				$ 947,846.46
248		10.00%	CONTINGENCY				$ 94,784.65
249			**TOTAL PROBABLE CONSTRUCTION COST**				**$ 1,042,631.11**
250			**TOTAL PROBABLE CONSTRUCTION COST PER SQUARE FOOT**	3,000.0			**$ 347.54**

QUALIFICATIONS

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
11555 HERON BAY BLVD, SUITE 204
CORAL SPRINGS, FLORIDA 33076
TELEPHONE (954) 481-1611
CMS FILE 2519 BID SET ESTIMATE - REVISED 1.0

VILLAGE OF NORTH PALM BEACH
GOLF COURSE METAL BUILDING
951 US-1
NORTH PALM BEACH, FLORIDA

BID SET ESTIMATE - REVISED 1.0
May 7, 2025

PREPARED FOR
CPZ ARCHITECTS

	QUALIFICATIONS
1	This cost estimate is based on standard open bid process.
2	If the form of contract is to be "CM -AT- RISK" add approximately 10 to 15% to the cost.
3	This estimate is based on the 100% set dated 4 April 2025 by CPZ Architects, Inc.
4	Cost is based on 100% availability of the facility. Phasing provisions and customer use provisions during construction are not included.
5	Off-site Storage is not included.
6	Night Watchman/Security Guard Services are not included.
7	Testing is not included.
8	Petroleum or Hazardous Material contaminate/abatement/removal is not included.
9	Assumed electrical, sewer, water are existing & available for use on this project.
10	Waste to Water preventative maintenance program is not included.
11	Waste to Water training and start up is included.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS
Sealed Bids must be received on or before Thursday, May 15th 2pm (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation to Bid – VNPB Wash Plant Building", due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid:

Due Date and Time: Thursday, May 15th, 2025 (2pm local time)

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION

4.1 SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Owner or Principal: Maverick Cissell

Years in Business: 5 years

Number of Employees: 4

Name of Primary Contact: Jay Zuppardo

Telephone of Primary Contact: 951-288-5555

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 04/18/25

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
Firm Name

Signature

Jay Zuppardo Manager Florida Division
Name and Title (Print or Type)

Date 05/15/2025

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Street Address:

643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

Mailing Address (if different than Street Address):

Telephone Number(s): 315-288-5555

Fax Number(s): _____

Email Address: zz@nationalgc.net

Federal Employer Identification Number: 85-4013411

Prompt Payment Terms: 0 % 30 days' net 30 days

Signature: _____
(Signature of authorized agent)

Print Name: Jay Zuppardo

Title: Manager Florida Division

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Trench Safety Affidavit [if applicable]

g. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

SoCal Shaker Plates & COnstruction Site Services, LLC dba National General Construction
Firm Name

Signature

Jay Zuppardo Manager Florida Division
Name and Title (Print or Type)

05/15/2025
Date

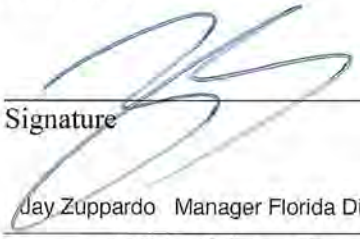
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Firm Name



Signature

Jay Zuppardo Manager Florida Division

Name and Title (Print or Type)

05/15/2025

Date

DRUG-FREE WORKPLACE

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
Firm Name

Signature

Jay Zuppardo Manager Florida Division
Name and Title (Print or Type)

05/15/2025
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jay Zuppardo Manager Florida Division
(print individual's name and title)

for SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(print name of entity submitting sworn statement)

whose business address is 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-4013411

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1) (b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), **Florida Statutes**, means:

   a. A predecessor or successor of an entity that discriminated; or

   b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or ___ online notarization this 15 day of May, 2025 by Jay Zuppardo, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: Dec 10, 2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jay Zuppardo
(print individual's name and title)
for SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(print name of entity submitting sworn statement)

whose business address is 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-4013411

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ✓ physical presence or ___ online notarization this 15 day of May, 2025 by Jay Zuppardo, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: Dec 10, 2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jay Zuppardo, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Manager Florida Division of SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2025-PW01 Title: VNPB Wash Plant Building

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization this 15 day of May 2025, by Jay Zuppardo, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Notary Signature Nikki Smith
Notary Name: Nikki Smith
Notary Public (State): Florida
My Commission No: HH47819
Expires on: Dec 10, 2027

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench Excavation, in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		$
		$
		$
		$
		$
N/A	TOTAL	$ N/A

(Signature) 05/15/2025 (Date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me by means of ✓ physical presence or __ online notarization on May 15, 2025 (date) by

Jay Zuppardo (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Nikki Smith HH471819
Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, a corporation (hereafter referred to as "Contractor"), whose address is 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid No. 2025-PW01, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid No. 2025-PW01, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder (the "Contract Documents"). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village's Invitation to Bid No. 2025-PW01 and then the Contractor's response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email:

ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works
Email:

iii. As to the Contractor: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
643 US Hwy 1, Unit 13094
N Palm Beach, FL 33408
Attn.: Jay Zuppardo
Email: zz@nationalgc.net

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **ninety (90) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly

hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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, 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.

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 the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

d. Upon completion of the Contract, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the services. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
_____, Mayor

ATTEST:

By: _____
Jessica Green, CMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction,

By: _____

Print Name: Jay Zuppardo

Title: Manager Florida Division

WITNESS:

By: _____

Print Name: _____

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 15 day of May, 2025 by Jay Zuppardo, as Manager Florida Division, of _____., a company authorized to do business in the State of Florida, and ✓ who is personally known to me or __ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction [Contractor], to the same.

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Notary Public _____

Print Name: Nikki Smith

My commission expires: Dec 10, 2027

SECTION 8

PLANS & EXHIBITS

1. PDF: 2025-04-04 - VNPB METAL BUILDING BID SET *(SEE ATTACHED)*
2. PDF: HD245051 - Village of North Palm Beach (VNPB) Metal Building – signed *(SEE ATTACHED)*
3. PDF: HD247027 - North Palm Beach Country Club - Gopher Tortoise & Florida Burrowing Owl Survey Report *(SEE ATTACHED)*
4. PDF: HD247027- NPBCC Improvements Phase 1 ESA_Final Draft_9.5.2024 *(SEE ATTACHED)*

SECTION 9

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation to Bid: **VNPB Wash Plant Building**

Due Date and Time: **Thursday, May 15th, 2025 2pm (local time)**

Name of Bidder: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

Contact Person: Jay Zuppardo

Bid Amount(s): $1,146,405.00

Authorized Signature:

Date: 05/15/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Click here to find out how Euna Procurement can better help your purchasing team

VNPB Wash Plant Building

Under Evaluation

23	39	0	11	11
Planholders	Broadcast to	Supplemental Suppliers	Watchers	Post Bid Viewers

Bid Details

Agency Name	Village of North Palm Beach
Bid Writer	James Anthony
Bid ID	ITB-ITB 2025-PW01-0-2025/JA
Bid Type	ITB - Inivitation to Bid
Broadcast Date	Apr 11, 2025 2:53pm (EDT)
Fiscal Year	2025
Due	May 15, 2025 2:00pm (EDT)
Bid Status Text	This bid will remain open until May 15th 2025 2pm.
Additional Registration (NEW)	NONE

Broadcast List Filtered

State	Florida
City	Palm Beach Gardens
Self Declaration	
Certifications	

Scope of Work

Construction of a steel wash down facility at the North Palm Beach Country Club. This includes the purchase and installation of associated equipment.

Documents

Download all documents

Click here to find out how Euna Procurement can better help your purchasing team

BID SUMMARY SHEET	Bid Tabulation Sheet	PDF	1.83 MB	May 21, 2025	Complete
Q&A	Questions and Answers	PDF	272.50 KB	May 13, 2025	Complete
Pre-Bid Sign-In Sheet	Sign-in Sheet	PDF	100.80 KB	May 6, 2025	Complete
ADDENDUM 1	Addendum	PDF	112.53 KB	Apr 18, 2025	Complete
BID SET	Plans	PDF	22.36 MB	Apr 11, 202S	Complete
ESA	Attachment	PDF	16.54 MB	Apr 11, 2025	Complete
Gopher Tortoise	Attachment	PDF	16.89 MB	Apr 11, 2025	Complete
GEOTECHNICAL	Attachment	PDF	2.55 MB	Apr 11, 2025	Complete
ITB	Bid Document / Specifications	PDF	617.99 KB	Apr 11, 2025	Complete

Distribution Info

Bid Bond	N/A
Plan (blueprint)	Electronic plan documents
eBidding	No
Distributed By	DemandStar
Distribution Method	Download
Distribution Options	Uploading electronic plan files (.plt, .dwg, .dwf)

Publications

View Legal Ad

Pre-Bid Conference

MANDATORY A mandatory pre-bid meeting is scheduled for Tuesday, April 29th, 2025 at the North Palm Beach country club, 951 U.S. Highway One, North Palm Beach, Florida 33408 at 1p.m. Local time. Failure to attend the mandatory Pre-Proposal meeting may result in the rejection of your proposal.

Statistics

Planholders	There are 23 Planholders for this bid.	
Filtered	Yes	
Broadcast List	39 Suppliers have been notified	Export
Post-Bid Viewers	There are 11 Post-Bid viewers	
Supplemental Suppliers	0 Supplemental Suppliers	

Commodity Code

Click here to find out how Euna Procurement can better help your purchasing team

[018-906-38] General Construction, Architectural Services

[022-909-21] Building Construction, Industrial, Warehouse, etc.

[022-909-22] Building Construction, Non-Residential, Office Bldg., etc.

[022-909-24] Building Construction, Commercial and Institutional

Show More »

North Palm Beach Legal Notice

Please choose a category*

Request for Bids - North Palm Beach

Title*

INVITATION TO BID ITB 2025-PW01 VNPB Wash Plant Building

Publish Date*

04/11/2025

Publish Time*

02:49 PM

Description*

The Village of North Palm Beach is seeking Bids from qualified selected firms to construct a metal building to be used as an equipment wash-down facility. This facility is located at the North Palm Beach Country Club, in the lower maintenance area. This building will house a closed-loop wash-down system and two storage areas. Contractor will also be responsible for purchasing associated wash-down equipment and coordinating installation of same with vendor.

Attach Files (Optional)

DOC 1 NPB ITB 2025 PW-0...
DOC 2 NPB ITB 2025 PW-0...
DOC 3 NPB ITB 2025 PW-0...
DOC 4 NPB ITB 2025 PW-0...
DOC 5 NPB ITB 2025 PW-0...
Addendum 1 -WASH PLAN...
WASHPLANTVENDORLIST...
2372A VNPB Golf Course ...
Bid Summary Sheet_ITB 20...

Submitted by (Email Address)*

janthony@village-npb.org

Notifications

Signature*

Clear

protected by reCAPTCHA
Privacy - Terms

Cancel Submit

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director
James Anthony, Facilities Manager

DATE: June 12, 2025

SUBJECT: **RESOLUTION – Portable Emergency Generator Purchase**

Village Staff is requesting Council consideration and approval of the attached quote from Genset Services, Inc. for the purchase of a 330kVA portable emergency generator.

Background:
The purchase of this generator is critical to maintaining power to Village facilities and assets during outages. The 330kVA unit is capable of powering key infrastructure, including the golf course water pumps – an essential function to prevent potential damage estimated in the millions if irrigation is disrupted for even a few days.

In addition to supporting fixed-site operations, the generator's mobility allows it to serve multiple Village facilities that currently lack dedicated backup power systems. Notably, it can also power the Community Center property, which may serve as a casualty collection point or aid distribution center in the event of a natural disaster.

This generator is distinct in its multi-voltage capability, supporting all three of the Village's three-phase voltage types. This flexibility eliminates the need for multiple generators to meet varying voltage requirements across Village properties.

Quotes Received (*):
Genset Services Inc. - $159,758.51
City Electric Supply Co. - $168,982.00

(*) Genset's quote includes all necessary accessories for operational use. The City Electric quote covers the base unit only.

Purchasing:
This purchase is pursuant to pricing established in an existing Sourcewell Contract #092222-GNR Contract, which expires on November 22, 2026.

Funding:
Funds for this project are available in the Village's Special Projects Fund:

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66490	Machinery & Equipment	$159,758.51

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

Recommendation:

Village staff recommends Council consideration and approval of the attached Resolution accepting a quote from Genset Services, Inc. for the purchase of a 330kVA portable emergency generator at a cost of $159,758.51, utilizing pricing established in an existing Sourcewell Contract #092222-GNR, with funds expended from Special Projects Fund Account No. Q5541-66490 (Machinery & Equipment) and authorizing the Village Manager to take all actions necessary to effectuate the purchase in accordance with Village policies and procedures.

RESOLUTION 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF A PORTABLE GENERATOR FROM GENSET SERVICES, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of a portable generator to maintain power to key Village facilities and infrastructure in the event of a power outage; and

WHEREAS, Village Staff recommended the purchase of a 330kVA portable emergency generator from Genset Services, Inc. pursuant to pricing established in an existing Sourcewell Contract (RFP No. 092222); 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 purchase of a 330kVA portable emergency generator from Genset Services, Inc. pursuant to pricing established in an existing Sourcewell Contract (RFP No. 092222) at a total cost of $159,758.51, with funds expended from Special Projects Fund Account No. Q5541-66490 (Machinery and Equipment). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

GENSET SERVICES, INC.
Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 58373 **Proposal Date: 05/22/2025** **Valid Until: 06/21/2025**

Job Name: **Village of North Palm Beach - Portable - Sourcewell Contract # 092222-GNR**

Prepared For: Village Of North Palm Beach

Contact: Pete Lumb

Project Rep: Michael Bright

Phone: 954-956-9252

Email: mbright@gensetservices.com

We are pleased to offer the following proposal:

Quantity 1 - Generac Mobile diesel engine-driven generator set MDE330, consisting of the following features and accessories:

- Trailered Unit
- Prime Duty Rating
- CSA Certified
- SUPERSTART Alternator
  - 277/480VAC Three Phase, 60Hz
  - 139/240VAC Three Phase, 60Hz
  - 120/208VAC Three Phase, 60Hz
- Permanent Magnet Generator (PMG) Excitation
- 2 Position Linkboard with Voltage Switch
- Buck Transformer
- Main Output Cam Locks
- Main Output Connection Lugs
- Convenience Receptacles
  - (2) 120V, 20A GFCI Duplex Receptacles NEMA 5-20R
  - (3) 120/240V, 50A 3-Pole 4-Wire Twistlock Receptacles CS6369
- Tandem Axle Trailer
  - Electric Brakes
  - 3" Pintle Ring, Adjustable
  - Aluminum Storage Box, Rear Stabilizer Jack
- Double Wall Fuel Tank
- Engine Fluid Containment
- Engine Fluid Containment Sensor
- Group 31, 950 CCA Batteries
- Battery Charger, 30 Amp
- Deep Sea Electronics 8610 MKII Controller
- 50/50 Coolant (50% Ethylene Glycol)
- Fire Extinguisher, 5 Lb
- Interior Enclosure Lights

Quantity 1 - Freight to Genset with Offloading and then Delivery to County

GENSET SERVICES, INC.
Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 58373 **Proposal Date: 05/22/2025** **Valid Until: 06/21/2025**

Quantity 1 - Startup and Commissioning with 1hr Load Bank

Total investments for the above equipment (not including any taxes): **$ 159,758.51**

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

Due to uncertainty in the cost of components for our products caused by the current administrations import tariff policies, the above pricing is an estimate and subject to change up to the day the equipment ships. It will be necessary to pass along any increases where additional tariffs apply.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Estimated Delivery: 8-12wks

FOB: jobsite installation and offloading by others unless included in the above BOM

Quoted Per: email from Pete

Exceptions to the specifications:

LIST/MSRP Price: $292,501.18
Sourcewell Discount off list: 50%
Sourcewell contract price: $146,250.59
Savings of $146,250.59

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature: _____

Print Name:

Title:

Date:

P.O.#:

Project Status

- ◯ Hold for Release
- ◯ Release to Manufacturer

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 58373 **Proposal Date: 05/22/2025** **Valid Until: 06/21/2025**

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty; Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Genset's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Genset's maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the -performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Genset's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Genset's obligations herein, it being acknowledged by Customer that Genset's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSETS LIABILITY. GENSETS LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSETS LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the -rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.

CITY ELECTRIC SUPPLY COMPANY

C.E.S. (Riviera Beach)
3603 Prospect Ave, Riviera Beach, FL,
33404.

Phone: 561-721-3960
Fax: 561-721-3959
Email: RivieraBeach0187@cityelectricsupply.com

QUOTATION

RIV/016593

Valid From: 02 Apr 2025
Valid Until: 01 Jul 2025

VILLAGE OF NORTH PALM BEACH
645 PROSPERITY ROAD
NORTH PALM BEACH, FL
33408
Phone: 561-841-3360
Fax: 561-848-9698

Entered by: Peta Gaye Allen
Sales Rep: Ian Sconhoft

Account No.: 01870973001
Order Number: PUBLIC WORKS

Qty	Item	Description
	UPDATED 5-27-25 FOR EXPIRATION DATE	
1	GENERAC MOBILE GENERATOR PKG	PER QUOTE 20978018 SEE BOM
	INCLUDES ONLY ITEMS LISTED ON THE BOM SINGLE PHASE IS NOT AVAILABLE LINKBOARD ONLY WORKS FOR EITHER 120/208V OR 277/480V NO OTHER VOLTAGE OPTIONS AVAILBLE NOTE NEW EXPIRATION DATE ABOVE	

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Peta Gaye Allen

(QUOTE ONLY. NOT A RECEIPT) Goods Total: $168982.00
Price is valid as a job lot only Tax Total: $0.00
Total: $168982.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

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Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems Inc., S45 W29290 Hwy. 59, Waukesha, WI 53189 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or

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replacement, at Supplier's sole discretion, pursuant to the applicable warranty. If the damage is not readily apparent at the time of delivery, and provided Sourcewell or its Participating Entities in no way contributed to such damage, Supplier must permit the Equipment and Products to be repaired or replaced within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition if such condition is not repaired by Supplier under Supplier's warranty.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent acts or omissions, or intentional misconduct, of Supplier, or Supplier's agents or employees, in the performance of this Contract; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and applicable operating documentation. Notwithstanding any other provision of this Contract, in no event shall Supplier be liable for consequential, special, or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

DocuSign Envelope ID: 7421C92C-C053-426F-BCE0-4BEB1BD4BEDE

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

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decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

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issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

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Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to the date of cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 3:48 PM CST

Generac Power Systems

DocuSigned by:
By: John Semrad
A4D014A2B0EC4C2...
John Semrad
Title: Director Sales
Date: 12/1/2022 | 11:28 AM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/1/2022 | 10:28 AM CST

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RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Generac Power Systems
Address:	S45 W29290 Hwy 59 Waukesha, WI 53189
Contact:	Lynn Jones
Email:	lynn.jones@generac.com
Phone:	920-230-1280
Fax:	920-230-1201
HST#:	39-0963276

Submission Details

Created On:	Thursday August 04, 2022 08:24:46
Submitted On:	Thursday September 22, 2022 10:19:18
Submitted By:	Lynn Jones
Email:	lynn.jones@generac.com
Transaction #:	b1082e7f-cb82-47a8-b468-d0aba7ae303f
Submitter's IP Address:	165.225.62.132

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Generac Power Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Generac Power Systems Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3KDJ8 UEI: DP7KERAZ7LY3	*
5	Proposer Physical Address:	S45 W29290 Hwy 59 Waukesha WI 53189	*
6	Proposer website address (or addresses):	www.generac.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Semrad Director Sales S45 W29290 Hwy 59 Waukesha WI 53189 John.semrad@generac.com 262-544-4811, ext 4251	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn S Jones Account Manager II – Government Sales S45 W29290 Hwy 59 Waukesha WI 53189 Lynn.jones@generac.com 920-230-1280	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Yureskes VP Sales S45 W92990 Hwy 59 Waukesha WI 53189 Brian.yureskes@generac.com 630-730-0270	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History Generac was founded in 1959 to commercialize a line of affordable portable generators that offered superior performance and features. The Company's success through the years has been built upon engineering expertise, manufacturing excellence and our innovative approaches to the market. This has driven our growth into becoming a leading provider of power equipment for a variety of applications within residential, commercial, and industrial markets. In 1980, we expanded beyond portable generators into the industrial power generation market with the introduction of our first stationary generators that provided up to 200kW of power output. We introduced our first residential standby generator in 1989 and expanded our industrial product offering and global distribution system in the 1990s, forming a series of alliances that rapidly increased our sales. Our growth accelerated in the	

2000's as we expanded our purpose-built line of residential & commercial automatic standby generators and implemented our multilayered, omni-channel distribution philosophy. Throughout the 2000's, a number of high-profile power outage events also helped to increase the awareness and need for backup power and home standby generators. In 2006, the founder of Generac sold the company to affiliates of CCMP Capital Advisors, LLC, together with certain other investors and members of our management. In February 2010, we completed our initial public offering (IPO) of our common stock.

Soon after going public, we implemented our "Powering Ahead" enterprise strategy. This strategic plan accelerated the Company's transition from primarily a North America focused, emergency backup generator company into a more diversified industrial technology company with the addition of new and adjacent product categories and an expanded global presence, primarily through a series of acquisitions. In 2018, we transitioned into a new enterprise strategy called "Powering Our Future", which drove further share gains in new and existing markets, capitalized on Generac's leadership in natural gas, established our connectivity strategy, and provided the initial foundation for the Company's evolution into an energy technology solutions company, including some key initial acquisitions within the residential clean energy space. This ultimately led to the introduction of our new "Powering A Smarter World" enterprise strategy in 2021. This current strategic plan continues the evolution of Generac's business model that pairs traditional and emerging power generation and storage technologies with new monitoring, management and grid services capabilities to provide solutions for the dynamic challenges presented by today's energy landscape.

Overview

Generac is a leading energy technology solutions company that provides backup and prime power generation systems for residential and commercial & industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, advanced power grid software platforms & services, and engine- & battery-powered tools and equipment. The Company is committed to sustainable, cleaner energy products poised to revolutionize the 21st century electrical grid. As an energy technology solutions company that is "Powering a Smarter World", our corporate purpose is to lead the evolution to more resilient, efficient, and sustainable energy solutions around the world.

We have a long history of providing power generation products across a variety of applications, and we maintain one of the leading market positions in the power equipment markets in North America and an expanding presence internationally. We believe we have one of the widest ranges of products in the power generation marketplace, including residential, commercial and industrial standby generators; as well as portable and mobile generators used in a variety of applications. In recent years, the Company has been evolving its business model to focus on building out a residential and C&I ecosystem of energy technology products, solutions, and services. As part of this evolution, we have made significant investments into rapidly growing new markets such as residential clean energy storage, solar microinverters, and energy monitoring & management devices, all of which are distributed energy resources (DERs) that can be aggregated into virtual power plants (VPPs) within grid services programs. In addition, a key strategic focus has been leveraging our leading position in the growing market for cleaner burning natural gas fueled generators to expand into applications beyond standby power, allowing us to participate in Energy-as-a-Service and microgrid projects for commercial and industrial applications.

We have also made investments in next-generation platforms and controls for both residential and C&I applications that facilitate the connection of our products to the grid. Expanding these capabilities will enable the increasing utilization of our equipment as DERs as the nascent market for grid services expands over the next several years. Our growing presence in grid services programs will enhance the value of our power generation and storage products that might otherwise sit idle, as they are now able to be dispatched and orchestrated as part of a distributed energy solution, thereby generating additional return-on-investment for the home or business owner while also delivering value to utilities and energy retailers by helping to balance, support and enhance the reliability of the electrical grid. As the traditional centralized utility model evolves over time, we believe that a more decarbonized, digitized, and decentralized grid infrastructure will build-out, and Generac's energy technology solutions are uniquely and strategically positioned to participate in this next-generation grid referred to as "Grid 2.0". As our traditional power generation markets continue to grow due to multiple mega-trends that are driving increased penetration of our products, we believe we are in an excellent position to execute on this opportunity given our competitive strengths. In addition, our focus on more resilient, efficient and sustainable energy solutions has dramatically increased our served addressable market, and as a result, we believe that Generac is well positioned for success over the long term.

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Products and Solutions

We design, manufacture, and distribute a broad range of energy technology products and solutions. We design and manufacture stationary, portable and mobile generators with single-engine outputs ranging between 800W and 3,250kW. We have developed a line of turn-key energy storage systems for use in residential solar-plus-storage applications, and in 2021, acquired microinverter capabilities for use in residential solar only applications. We also have a line of industrial-grade mobile energy storage systems that serve the global rental markets. We have a growing selection of energy monitoring and management devices that serve to build out our residential energy ecosystem product offering. We participate in the market for grid services involving distributed energy optimization and control software. Other power products and solutions that we provide include light towers and a broad line of outdoor power equipment that we refer to as chore products, which includes a variety of property maintenance equipment powered by both engines and batteries. We classify our products into three categories based on a similar range of power output geared for varying end customer uses: Residential products, Commercial & Industrial (C&I) products and other products & services. The following summary outlines our portfolio of products and solutions, including their key attributes and customer applications.

Commercial & Industrial Products

We offer a full line of C&I generators that are increasingly being fueled by cleaner sources of energy such as natural gas, liquid propane, and Bi-Fuel™, as well as other more traditional fuels such as diesel. We believe we have one of the broadest product offerings in the industry with power outputs ranging from 10kW up to 3,250kW. Through the Deep Sea acquisition in 2021, we have expanded our capabilities in the design and manufacture of advanced controls for a range of energy technology C&I applications, such as microgrids and Energy-as-a-Service. Our natural gas C&I stationary generators have Smart Grid Ready capabilities, enabling our customers to contribute to grid resiliency and generate an incremental return on investment by connecting and enrolling their generator as a distributed energy resource used in grid services applications where available. We believe as more grid services programs roll out over time, we will be able to sell more equipment given the improved economics and value of our generators as DER's. Our light-commercial standby generators and related transfer switches include a full range of affordable systems from 22kW to 150kW, providing three-phase power sufficient for most small and mid-sized businesses such as grocery stores, convenience stores, restaurants, gas stations, pharmacies, retail banks, small health care facilities and other small-footprint retail applications. Our light-commercial generators predominantly run on cleaner-burning fuels such as natural gas and liquid propane.

We design and manufacture a broad product line of modelized and configured stationary generators and related transfer switches for various industrial standby, continuous-duty, and prime rated applications. Our single-engine industrial generators range in output from 10kW up to 3,250kW, include stationary and containerized packages, and can include our Modular Power Systems (MPS) technology that extends our product range up to much larger multi-megawatt systems through an integrated paralleling configuration. Over the past several years, we have introduced larger and higher-powered gaseous-fueled generators, with the highest output of 1,000kW for a single-engine set. Our industrial standby generators are primarily used as emergency backup for larger applications in the healthcare, telecom, datacom, commercial office, retail, municipal and manufacturing markets. In recent years, we've had a strategic effort aimed at utilizing our gaseous-fueled generators in "beyond standby" applications including distributed generation and microgrid projects and have developed purpose-built products for these applications that have grid-connected capability. The addition of Smart Grid Ready functionality and the significant expansion of our in-house advanced controls capabilities further enhances the potential utilization of our generators in these applications. Our MPS technology combines the power of several smaller generators to produce the output of a larger generator, providing our customers with redundancy and scalability in a cost-effective manner. For larger industrial applications, our MPS products offer customers an efficient, affordable way to scale their standby power needs, while offering superior reliability given their built-in redundancy which allows individual units to be taken offline for routine maintenance while retaining coverage for critical circuits. *

We also offer a full line of industrial transfer switches to meet varying needs from light industrial applications all the way up to the most demanding critical installations. Over the last couple of years, we have significantly increased and upgraded our industrial transfer switch product offering, which we believe will help to enhance our attachment rate and related market share for these products. Generac's innovative feature set and flexible platforms offer a variety of switching technologies for customized solutions to meet any project needs. We also provide a broad product

line of light towers, mobile generators, and mobile energy storage systems, which provide temporary lighting and power for various end markets, such as road and commercial construction, energy, mining, military, and special events. These products are typically sold to national and regional rental companies who then rent the equipment to the end user. We believe the addition of mobile energy storage systems obtained through our acquisition of Off Grid Energy in 2021 will enable us to capture a share of the rapidly expanding Battery Energy Storage System (or BESS) market in the future. Also in 2021, we unveiled a hybrid mobile solution that pairs an energy storage system with a diesel generator to reduce emissions and noise pollution, as well as a mobile battery-powered light tower, both of which we expect will come to market during 2022. We also manufacture commercial mobile pumps and dust-suppression equipment for a wide variety of applications, as well as various gaseous-engine control systems and accessories, which are sold to gas-engine manufacturers and aftermarket customers. C&I products comprised 26.7%, 28.3% and 39.5%, respectively, of total net sales in 2021, 2020 and 2019.

Residential Products

Our residential automatic standby generators range in output from 7.5kW to 150kW, which predominantly operate on natural gas and liquid propane, and are permanently installed with an automatic transfer switch, which we also manufacture. Air-cooled engine residential standby generators range in outputs from 7.5kW to 26kW and serve as an emergency backup for small to medium-sized homes. Liquid cooled engine generators serve as emergency backup for larger homes and small businesses and range in output from 22kW to 150kW. We believe we have the broadest line of home standby generators in the marketplace and all of them are offered as Smart Grid Ready, which enables customers to connect and enroll their generator as a distributed energy resource in grid services applications. The deployment of our residential generators in grid services applications where available can improve grid resiliency, while also offering a direct financial incentive for homeowners to participate in these grid services programs, which can help to partially offset the purchase cost of the generator over the product's lifespan. This functionality leverages our remote monitoring system for home standby generators called Mobile Link™. This remote monitoring capability is a standard, WiFi-enabled feature on every home standby generator that we offer and allows our customers to check the status of their generator conveniently from their smart phone or tablet, and also provides the capability to similarly receive maintenance and service alerts. Leveraging the technologies acquired in the 2019 acquisition of Pika Energy, we have developed a line of clean energy products marketed under the Generac brand and using the name PWRcell™. This clean energy storage solution consists of a system of batteries, an inverter, photovoltaic (PV) optimizers, power electronic controls, and other components. This system captures and stores electricity from solar panels or other power sources and helps reduce home energy costs while also protecting homes from shorter duration power outages. PWRcell can range in size from 9kWh up to 36kWh of storage capacity. Our PWRcell energy storage systems also have Smart Grid Ready capabilities, empowering homeowners to contribute to grid stability and earn an incremental return on investment by connecting to grid services programs, which can help to partially offset the purchase cost of the system over the product's lifespan. We introduced multiple new Generac-branded clean energy products in 2021 that we expect will come to market during 2022 as we continue to build out an increasingly broad range of residential clean energy solutions, giving our distribution partners access to a more diverse line up of products that can serve a variety of applications. PWRmicro, a grid-interactive microinverter equipped with 2-to-1 panel-to-inverter capability used in residential solar solutions, leverages the technology acquired via the 2021 purchase of Chilicon Power and allows Generac to participate in residential solar installations that do not include an energy storage system. PWRmanager is the second generation of our load management controls, allowing customers to remotely control certain loads in a house and thereby manage battery run times from their smart phones or tablets. PWRgenerator is a one-of-a-kind natural gas generator with DC output that is purposebuilt to re-charge PWRcell energy storage systems. This innovative new product is fuel-efficient, quieter, and can enable indefinite grid independence for homeowners.

During 2021 we acquired Ecobee, a leader in sustainable smart home solutions such as smart thermostats and a suite of home monitoring products, all designed with a focus on conservation, convenience, peace of mind and comfort. Ecobee's smart home energy management devices and complementary sensors intelligently optimize heating and cooling systems, often the largest energy consuming system within a home, to deliver significant energy savings for homeowners. In addition, the ability to combine Ecobee's cutting-edge technologies and software development expertise with Generac's power generation, energy storage and energy management devices will allow us to create a clean, efficient, and reliable home energy ecosystem and user interface platform capable of connecting to our grid services distributed energy resource management software (DERMS) called Concerto. We also entered the smart water heater controller market in 2021 via the acquisition of

		Apricity Code, an advanced engineering and product design company that has developed certain products which help homeowners reduce energy consumption and utility bills by intelligently managing the timing of a water heater's energy consumption. These Ecobee and Apricity grid edge devices expand our suite of products that can be deployed in grid services applications, offering increased energy savings and economic benefits to a larger segment of the population. We also added IoT propane tank monitoring solutions with the 2021 acquisition of Tank Utility to further optimize propane fuel logistics. This addition expands Generac's connectivity functionality and provides incremental value to our dealers and peace of mind to our liquid propane powered home standby generator owners. We also provide a broad product line of portable and inverter generators that range in size from 800W to 17.5kW. These products serve as an emergency home backup source of electricity and are also used for construction and recreational purposes. Our portable generators are targeted at homeowners, with price points ranging between the consumer value end of the market through the premium homeowner market; at professional contractors, starting at the value end through the premium contractor segment; and at the recreational market with our inverter generator products, which are quieter than traditional portable generators. In addition, we offer manual transfer switches to supplement our portable generator product offering. We provide a broad product line of outdoor power equipment referred to as chore products, which are used in property maintenance applications for larger-acreage residences, commercial properties, municipalities, and farms. These products include trimmers, field and brush mowers, log splitters, stump grinders, chipper shredders, lawn and leaf vacuums, pressure washers and water pumps. We also offer commercial-grade, battery-powered turf care products through Mean Green Products, which was acquired in 2020. In addition to Generac's efforts to expand Mean Green's production and distribution capabilities, this acquisition will help to accelerate the electrification of our higher-powered lineup of chore products. Chore products are largely sold in North America through direct-to-consumer online catalogs, retail hardware stores, and outdoor power equipment dealers primarily under the DR® brand name. Residential products comprised 65.8%, 62.6% and 51.9%, respectively, of total net sales in 2021, 2020 and 2019.	
11	What are your company's expectations in the event of an award?	Our overall expectations and mission are to work closely with Sourcewell and its members to ensure an expedient entrance into the Buy Sourcewell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the electrical energy power generation equipment industry. Generac understands that an awarded contract is only the first step to success within the Sourcewell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcewell's membership base and agencies through Generac and our extensive distribution network.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to Generac's 2021 annual report and Q2 2022 report for a detailed perspective of our financial strength and stability (Attachment #1 and #2 respectively). Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40 You may also contact our bank for references, see contacts listed below. Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Shannon Offen, JP Morgan: Shannon.offen@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com.	*
13	What is your US market share for the solutions that you are proposing?	Generac references third party EGSA and Frost & Sullivan data. Please refer to Attachment #3 from Frost & Sullivan. Per the last time Frost & Sullivan rolled out market share data in 2019, it estimated Generac's share to be 26.6% in the North America market, putting Generac as one of the two top leaders in generator market share. This data does not allow for the percentages to be broken out between US and Canada; thus, our response is at a North American level. The other major competitors in our stationary generator space were the following market shares: Caterpillar market share is 27.1% Cummins market share is 21.0% Kohler market share is 16.7%	*
14	What is your Canadian market share for the solutions that you are proposing?	Please reference response #13 above.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Generac is a designer and manufacturer of power generation equipment and other engine powered products. a) is N/A. b) Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. This Generac sales team includes dedicated Regional Business Managers (RBM), dedicated Power Solutions Managers (PSM), and dedicated Inside Sales Representatives (ISR) that work directly with the Industrial Distributors located in the U.S. and Canada. We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent industrial distributors, residential dealers, national and regional retailers, e-commerce merchants, electrical and HVAC wholesalers (including certain private label arrangements), catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 4,500+ trained generator technicians through our industrial and commercial channels. Generac believes that world-class products deserve the highest level of service and technical support, backed by the highest quality training. Generac requires all our aligned servicing distribution partners to continually update and recertify their service training technicians on a regular basis. This training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to resolve service matters correctly and in a timely manner. Offering the best technical training in the industry is our mission, both at the factory and in the field. We take pride in the quality of our classes and the caliber of our instructors, as well as the excellence of our certified technicians. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Generac maintains all licenses and certifications required and necessary to conduct business within the United States and Canada, including Seismic/OSHPD certification, Enclosure Wind Load certification, and ISO 9001-2015 certification. ISO 9001-2015 specifies requirements for a quality management system when an organization: a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements. We are also an EPA (US Emissions certified), UL (tests and evaluates components and products that allows a certification mark to be placed by the manufacturer), and C-UL/CSA (Canadian version of UL) certified testing lab. Our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable. The industry specific codes and standards that we design and build our products are found in Attachment 4, along with copies of the certifications listed above.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A, we have not been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Grid Forward – Grid Innovator Awards 2022 Waukesha County Award: Large Business of the Year 2021 Generac joined the S&P 500 (March 2021) 2021 Edison Awards – Silver: PWRcell solar + storage system 2021 Winner Japan Energy Challenge: Recognizing Excellence in Clean Technology Innovation (Enbala) 2020 RER Innovative Product Award: MLTS LED light tower 2020 ACG Wisconsin Outstanding Corporate Growth Award 2018 Prominent Economic Development Award 2018 High Impact Cleantech Company of the Year (Enbala)	*
20	What percentage of your sales are to the governmental sector in the past three years	For the calendar years 2020-2022, Generac's total government sector sales have been 22%, 24%, and 24% respectively.	*
21	What percentage of your sales are to the education sector in the past three years	For the calendar years 2020-2022, Generac's total education sector sales have been 5%, 6%, and 6% respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac Power Systems Inc. currently holds two Sourcewell contracts: Contract 041719 for Construction Equipment: The annual sales volume under this contract over the past three years has averaged $3.69 million per year. 2020: $1,773,220 2021: $1,637,695 2022: $1,535,636 (YTD, June 30, 2022) Contract 031121 for Ground Maintenance Equipment. Generac was awarded this contract in the middle of 2021 and the total sales volume through June 2022 has been $1.2 million.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac holds GSA Contract GS-07F-0407X. Annual sales volume for this contract is: 2020: $1,184,515 2021: $1,304,098 2022: $ 849,224 (YTD, June 30, 2022)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oldham County, Kentucky Fiscal Court	Kevin Nuss, Deputy Judge Executive	502-222-9357	*
City of Highland Heights Fire Department	William Bernhard, Assistant Chief	440-544-251	*
City of Providence, KY WWTP	Terry Rice	270- 667-7332	*
Village of Kimberly	Allyn Dannhoff	920-788-7507, ext. 115	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Louisiana	Government	Louisiana - LA	IDIQ type state contract for the purchase of generator sets (2 kW to 1 mW) as needed by the state	2kW - 1 mW generators	$20.2 million	*

Stevenson High School	Education	Illinois - IL	Stevenson High School had an existing power plant that has 3 x 750 kW natural gas generators. A new addition to the building required them to build out that power plant, adding 1500 kW of power. The school is part of a Demand Response program with a local utility that will ask them to go off grid during peak power demands. They needed a third-party paralleling system, Siemens, and the remote radiator. Solution Generac's distributor, Zonatherm, recommended a 1500 kW Modular Power System to meet all the school's needs. They partnered with Wight & Co to create the design and layout of the system. This was the first time Generac was paralleled with a Siemens system.	1500 MPS solution comprised of 2x 750 kW natural gas generators	$1.2 million	*
Culinary Nutrition Center	Education	Massachusetts - MA	Scope of Project: 3x500 NG system. A new $21 million culinary and nutrition center opened its doors, offering healthier food options to students. Springfield is the first city in the nation to use federal food service funds in a unique city-school partnership. The city bonded for $14 million towards the project in order to rehabilitate the warehouse to make it a viable space. The goal of the center is to create jobs and feed fresh, not packaged or processed food, to the kids. Solution ASNE recommended a Generac 1500 kW MPS. The MPS solution consisted of three paralleled 500 kW natural gas generators. Paralleled generators offer redundancy, reliability and flexibility. Generac was able to guarantee that at least one of the three generators would be serving life safety loads in less than ten seconds. Even if one or two units are offline for maintenance, systems will still be supported. The MPS would not have been as successful without the use of natural gas fuel. "We took the need for a large generator for a facility and broke it up into multiple units," said McEvoy. "It brought down the amount of gas needed, it brought down the cost of the project and added the value of redundancy."	1500 MPS solution comprised of 3x 500 kW natural gas generators	$1.1 million	*

University of Utah	Education	Utah - UT	Scope of Project: the University of Utah opened a new multi-tier data center. The 74,000-square-foot facility consolidates seven different stand-alone data centers across the university campus. Ultimately, it is intended to house data from nearly all campus entities, including University of Utah Hospital, and the various academic departments. The current data center is the first phase of a project expected to expand as the university's data needs grow. Solution Originally the specification had required several large, 2-megawatt single-engine generators connected in parallel using traditional switchgear. Such an approach has some drawbacks, largely due to the cost, complexity, space requirements and integration issues associated with traditional paralleled systems. As a result, Generac power solutions manager Curt Gibson and Generac dealer Energy Management Corp. (EMC) believed that a Generac MPS solution would be an ideal alternative for this application. "Generac MPS solutions reduce complexity and costs by eliminating the custom paralleling controls," Gibson said. "That's often a very attractive differentiator. Eliminating external switchgear also meet the noise criteria in the spec (the Gemini units were quieter at the outset than the competitive product) and accommodates future expansion. The five Gemini units on the one bus were installed and commissioned in 2011. The other six units are slated to be installed in the near future as needed. A 22,000-gallon diesel fuel tank serves the five Gemini units, and a separate tank will be installed with the other six units. "From a sheer installation standpoint, it's a lot less expensive. Cheaper to buy, faster and easier to install," said Josh Pettersson, project manager for Wasatch Electric.	5000 kW MPS solution comprised of 5 x MD1000 kW Gemini	$1.8 million	*

Santa Clara, CA County Jail	Government	California - CA	The facility already had a 2500 kW generator onsite, but they were in need of a new solution. “The original backup generators for the jail were being demolished, so new exterior grade generators were required,” said Jerry Jones, Layton Construction Company. “For a facility of this type, there is no margin of time allowable for zero power.” Solution Instead of relying on a single generator during power emergencies, more engineers are recognizing the benefit of paralleled generators. This solution gave them several flexible options including the N+1 protection. A generator system with 1500 kW is what the project requires, but Santa Clara County requested the 2500 kW backup to support future growth. This also gave them the option to repair and maintain the engine and still have onsite power without a portable rental.	2500 kW MPS solution comprised of 2 x MD1000 kW Gemini and 1 x MD500 kW	$950,000

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The C&I sales group will have overall responsibility for marketing and fulfilling all Sourcewell business. Each individual industrial distributor has their own dedicated Regional Business Manager (RBM), Power Solutions Manager (PSM), and Inside Sales Representative (ISR) that work directly with them. In addition, the C&I business unit has their own dedicated sales engineering team, engineering team, marketing team, and customer service/support team which allows us to focus on the customer while managing their quotes and orders with flexibility, speed, reliability and innovation. In addition, Generac Power Systems has field-based engineering support personnel throughout the United States. These field-based engineering support personnel are made up of both Power Solutions Managers (PSMs) and regional sales managers (RSMs). The PSM’s and RSM’s reside in strategic locations across the United States and Canada that allow for timely support. The Power Solution Managers are power industry experts. Their primary goal is to support our industrial distributors on technical applications and ensure the right product is used for the right application; this is usually accomplished during the initial phase of our sales process. The PSM’s are also used as in-field training instructors where they teach formal and accredited courses that are focused on the power generation industry. These courses are mainly provided to electrical engineering firms within their respective territories; however, the PSMs are available to train or teach other firms/establishments with an interest in power generation.

27	Dealer network or other distribution methods.	Our industrial distribution network consists of a combination of primary distributors that cover a particular region, as well as a network of support dealers serving the North American market. Our industrial distributors are contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian providences. Over the past five years, we have expanded our dealer network through acquisitions and organic means, in order to increase our sales and service opportunities. Additionally, in 2020, we acquired our industrial distributor in northern California to give us direct coverage of the west coast of the United States and accelerate our sales and service efforts in this part of the country. The industrial distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support. Our industrial distributors and dealers help maintain the local relationships with commercial electrical contractors, specifying engineers and national account regional buying offices. Generac and their distributor partners also sell to certain Engineering, Procurement and Construction (EPC) companies and other companies that specialize in managing more complex power generation projects, including microgrid projects and Energy-as-a-Service applications.	*
28	Service force.	Generac employs inside trained technical service representatives with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. Generac's Commercial & Industrial Technical Service Organization is made up of trained technicians whose primary responsibility is to support our Industrial Dealer network. They provide technical phone support 24/7/365 for the Industrial Distributor technicians who are actively servicing the Generac Product. See Figure 1 attached for technician coverage within the 48 contiguous states (Generac also has sales/service coverage in both Hawaii and Alaska). Generac covers North America with 30 Industrial dealers that have certified and trained generator technicians on Industrial/Commercial generators. Our dedicated dealer service network includes over 10,000 trained generator technicians across all market channels as well as 400+ qualified engine service technicians. The majority of the distributor technicians all have company vehicles they drive home each night ready for emergency calls 24/7/365.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Generac follows a typical business-to-business and government-to-business procedure for order processing. In partnership with the distributor, the sales team will provide Sourcewell contract pricing to the Sourcewell/Canoe member. Orders by Sourcewell/Canoe members can be placed either direct to the Generac Government Account Manager, or through the local Generac distributor. The order will be reviewed by an internal sales team member, then entered and processed through our system. An order confirmation and estimated ship date will be provided back to the distributor and Sourcewell/Canoe member. Generac will invoice the Sourcewell/Canoe member direct for orders that are submitted direct to the Government Account Manager. If the order is placed through the Generac Distributor, an invoice will be issued to the Sourcewell/Canoe member from the Generac Distributor. All Sourcewell/Canoe orders will be coded in our internal system so that sales reports can be tracked, and a quarterly administrative fee can be calculated and paid to Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Generac offers its customers support 24/7/365. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Commercial & Industrial distributors work directly with our internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Our distributor network serves many mission critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. Our distributor network is strategically located to provide customers the quickest onsite support when in the time of need. Our distributor network's target is to respond to emergency calls within two hours. Our distribution then prioritizes health and safety of specific jobs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a vast network of over 8,000 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Generac is more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. Generac has a market presence in Canada with a strong distribution network already in place. One of Generac's largest industrial distributors, Total Power, has locations in Ontario, Alberta, Nova Scotia, and British Columbia. Generac also has other distributors located in Saskatchewan, Manitoba, and Quebec.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our extensive dealer networks cover all of North America, Alaska, Hawaii, and U.S. Territories. At this time there are no specific contract requirements or restrictions that would apply to these participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Generac's marketing strategy for a Sourcewell contract would consist of the following: Generac Internal and Dealer Communications • Develop a comprehensive launch package for Generac dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Generac agreement highlights, pricing overview, and Sourcewell Membership information. • Communicate broadly to Generac dealers via our partner communication channels regarding the scope/availability of the Sourcewell-Generac agreement. • Host webinars with Generac Dealers and Sourcewell representatives to review the agreement, terms, membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Generac and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Generac, and Generac dealers. • Post summary information of the Sourcewell-Generac relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to the Generac PowerNet intranet site. Generac External Communications • Work collaboratively with Sourcewell to craft and deploy press release statements regarding our new agreement and who can utilize moving forward. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Generac products and solutions through the Sourcewell-Generac agreement. Please review Attachment 5, 5A, 5B, and Attachments 12-14 for samples or our marketing materials. • Generac will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business within the segment. • We will work collaboratively with Sourcewell to develop relevant promotional materials that will help both Generac and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Generac agreement to prospective clients in the sectors Sourcewell serves. • Generac will create a Sourcewell-specific page on our external website which contains all the information relevant to the agreement between Generac and Sourcewell – https://www.generacmobileproducts.com/sourcewell • Generac will work collaboratively with Sourcewell post-award to develop a list of priority accounts and project opportunities based on the current Sourcewell Membership list. We will also follow up on all leads provided by Sourcewell in a timely way. Generac has an assortment of branded sales materials, including brochures, cut sheets, and technical specification documents with which we market and promote our offering to key industry sectors. A few of those are included and most are available electronically, 24/7 via www.Generac.com.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Generac engages with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, Google listings, mobile applications, social media tools, and our award-winning project specification tool Power Design Pro™. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This, in conjunction with our proprietary digital management tools, provides a comprehensive digital experience for our customers. The specific government homepage on our public site provides valuable information to prospective customers looking for Electrical Energy Power Generation solutions and Sourcewell. Similarly, the Generac PowerNet intranet site and Marketing-On-Demand partner software platform provides even more specific information to our Generac and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell contract would include using Generac's social media accounts to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly with a growing audience using technology as a primary source of information. Social Media Generac uses a suite of social media outlets to ensure we reach our customers 24/7 using their communication vehicle of choice. These outlets include: Facebook LinkedIn YouTube Instagram Reference Sites https://www.generacmobileproducts.com/sourcewell https://www.generacmobileproducts.com/products/government-military https://www.generac.com/gsa https://www.generac.com/Industrial/industrial-solutions/municipal https://www.generac.com/Industrial/industrial-solutions/education https://www.generac.com/Industrial/industrial-government	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshows and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 36 above.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac's GSA contract utilizes an e-procurement system through the GSA e-buy portal. Our distributors and National Accounts can also order using our E-procurement portal. For Sourcewell/Canoe Members, Generac would incorporate the use of Sourcewell's new E-procurement system (Buy Sourcewell) into their ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Generac offers various types of optional training and services for our customers through our Professional Development Seminar Series (PDSS) which includes: a. Onsite Product Training – Industrial Distributor/Generac b. Product Maintenance Training – Industrial Distributor /Generac c. Product Application Training - Industrial Distributor / Generac d. Generator Sizing – Industrial Distributor / Generac e. Generator Switching - Industrial Distributor / Generac f. Paralleling Concepts and Implementation - Industrial Distributor / Generac g. Generator Reliability - Industrial Distributor / Generac h. National Electric Code - Industrial Distributor / Generac i. UL Listing & NFPA Standards - Industrial Distributor / Generac j. Engines & Alternators - Industrial Distributor / Generac k. Generator Controls - Industrial Distributor / Generac l. Creating Performance Based Specifications - Industrial Distributor / Generac m. Emissions - Industrial Distributor / Generac Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems. Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems. These PDSS training sessions are optional and can be administered by either our local distributor or a Generac sales team member. Please see Attachment 5 For the list of optional training and service seminars.	*
41	Describe any technological advances that your proposed products or services offer.	Generac is a leader in the industry for offering technologically advanced products. With more and more companies seeking to reduce their carbon footprints, the challenges of producing cost effective and environmentally friendly generators have been met head on at Generac. We are the leader in gaseous-fueled choices within the market and offer the most competitive total cost of ownership in the industry. Generac control panel platforms are designed and built to improve reliability and prolong sustainability across various climate conditions. Generac's generator control platforms include automotive type sealed watertight connections to resist water intrusion and corrosion build up. In addition, we utilize 4-20 milliamp senders for easy trouble shooting and serviceability. Our control panel platform includes predictive maintenance notifications providing reminders to perform routine maintenance for the preservation of the life of the generator. Generac is the founder of integrated generator paralleling, known as Generac's Modular Paralleling Systems (MPS.) MPS changed the industry by integrating the paralleling controls and switching onto the generator itself verses utilizing complex and expensive 3rd party switch gear. MPS can be powered by either diesel, Bi-Fuel, or Natural Gas, and is appropriate for numerous types of businesses including hospitals, airports, office buildings, schools, and data centers. The MPS has a reliability rate of up to 99.9999% and is more cost effective and flexible than single generator sets with the same load capacity. We also design, engineer and manufacture the 1 MW Gemini "Twin Pack," which incorporates two 500 kW generators within a single enclosure. Its footprint is 20% smaller than a single 1 MW unit and has the same installation cost. The Gemini provides built-in redundancy for superior system reliability and scalability along with load shedding capabilities. Bi-Fuel systems run on a combination of diesel fuel and natural gas, extending the run time of the onsite diesel fuel by up to 75 percent reducing the amount of diesel fuel required to run.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Generac's "green" initiatives are included in attachment 6, Environmental, Social, and Governance (ESG) report.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Generac is currently marketing the use of HVO (Hydrotreated Vegetable Oil) / Renewable Diesel support in our Diesel products.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Generac Power Systems, Inc. is classified as large business. However, many of our Industrial Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, HUB, and minority woman owned. Small business partners include, but are not limited to: Kelly Generators, small business; Federal Contractors Corp, Service-Disabled Veteran-Owned and HUBZone small business; ARCCO, small business; Wolverine, small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business. We have included examples of their certifications for reference, please see Attachment 7, Small Business Certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Generac is the only generator manufacturer that primarily focuses on power generation. Generac provides standby, portable and mobile generators with broad capabilities across the government, industrial, light-commercial, and residential markets. We believe that our engineering capabilities and core focus on generators provides manufacturing flexibility and enables us to maintain a first-mover advantage over our competition for product innovation. We also believe our broad product offerings, diverse distribution model, and strong factory support provide additional advantages. We strive to find the best possible way to provide the greatest return on investment for our customers.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please refer to Attachment 8 to review our warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e., oil filters, air filters, etc.) and/or wear items (i.e., brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements. Generac also offers optional warranty policies up to 10 years.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Generac's basic/ standard warranties cover technicians' travel and mileage and warranty repairs for a total of 2 years. Generac also offers optional extended warranties which last up to 10 years that also cover repairs, travel and mileage. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Generac has certified technicians in all regions of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Generac products offered under this RFP and subsequent contract will be covered under Generac's warranty policies.	*
51	What are your proposed exchange and return programs and policies?	Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case-by-case basis.	*
52	Describe any service contract options for the items included in your proposal.	Generac Service/maintenance contract options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Generac's standard payment terms are NET 30 days, subject to review and approval by our Credit Dept. Under certain situations Generac will consider alternate terms. Generac's standard terms and conditions are list below. Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Startup will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Generac offers financing options through Wells Fargo.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Generac will use their standard quote forms, as applicable, to provide a comprehensive quotation with pricing and submittal documents to Sourcewell/Canoe participating entities. This standard form provides detailed information on the equipment being quoted (see attachment 9). Our standard terms and conditions are referenced on the form. The quote reference number can be easily used to convert the quote into an order in our system, thus minimizing the number of documents a Sourcewell/Canoe entity needs to complete to place an order. Our standard account set up form will also be used to establish an account in our system for any new Sourcewell/Canoe entity if they choose to order direct from Generac. Please see attachment 10 for a sample of this document.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets in attachment 11.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 27% - 50% off MSRP depending on product line. Please see product pricing sheets in Attachment 11.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Any “sourced” or “Open Market” item would be quoted and priced at a percentage off standard MSRP list pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer’s cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit. Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac’s intent is to ensure freight charged is accurate, competitive and fair to the Sourcewell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer’s cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer’s cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Because Sourcewell pricing is preferential, all distributors will need to obtain pricing from the Generac Inside Sales Team. All quotations will be coded internally so when an order is placed our system captures the data. All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac or its distributor will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Generac will apply the principles of our Supplier Relationship Management plan (SRM) that we use with all channel partners, please refer to attachment 15 for a copy of this plan. In addition to this, Generac will use several internal metrics to measure our contract success. This includes but may not be limited to tracking total dollars being quoted; total quotes being generated; calculating the win rate on quotes generated; and calculating the total dollars ordered.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Generac will offer a 3.0% administrative fee under this RFP and subsequent contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our product offerings as related specifically to the scope of the Electrical Energy Power Generation with Related Parts, Supplies, and Services RFP include stationary standby gaseous (LP Vapor/LP Liquid/Natural Gas/Well Gas) and diesel/Bi-Fuel generators ranging in size from 10 kW up to 2000 kW for single units; up to 12 Mega Watt for MPS systems; 3 kW to 17 kW for portable electrical generators, 7 kW to 150 kW for our residential backup/standby generator sets; 8 kW to 500 kW for our mobile (trailer or skid mounted) generators, 2 kW to 20 kW on our light towers; 100 – 5000 amp automatic transfer switches with NEMA1, NEMA3R, NEMA4X and NEMA12 enclosures and several transition options. In addition, we also offer generator-related design, installation, maintenance, and repair services. Please refer to attachment 12, The Generac Advantage Brochure, as well as attachments 13- 14 to review all the products and services we can offer Sourcewell/Canoe members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a. Generator b. Genset c. Standby Emergency Generators and Generator Sets d. Stationary Standby Emergency Generators and Generator Sets e. Prime Powered Generators and Generator Sets f. Diesel Generators g. Natural Gas Generators h. LP Generators i. Bi-Fuel Generators j. Modular Power Systems (MPS) k. Gemini® l. Home Standby Generators m. Portable Generators n. Mobile Generators o. Mobile Light Towers p. Trailer Mounted Generators q. Skid Mounted Mobile Generators r. Trailer Mounted Light Towers s. Transfer Switches: i. Open w/Service Entrance Rated ii. Closed iii. Closed w/Service Entrance Rated iv. Bypass Open v. Bypass Closed vi. Open vii. Open-Manual Transfer Switch	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	Please see Attachment 13 for details on the products Generac is offering under this RFP.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	Generac's offerings include enclosures, fuel tanks, automatic transfer switches, paralleling equipment, controls, batteries, block heaters, and other accessories.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	( ) Yes (•) No	Due to endless number of variables that can be specific to any one project and/or job site, these related services would need to be separately priced and can be offered as open market services.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Attachment 11 Industriasl & Mobile Price List- Sourcewell.xlsx - Thursday September 22, 2022 10:17:13
- Financial Strength and Stability - Attachment 1 & 2 Financial Strength and Stability.pdf - Wednesday September 21, 2022 17:06:05
- Marketing Plan/Samples - Sourcewell Proposed Marketing Plan with Samples-Attach 5,5A,5B,12,13,14.pdf - Thursday September 22, 2022 09:43:33
- WMBE/MBE/SBE or Related Certificates - Attachment 7 Small Business Certifications.pdf - Wednesday September 21, 2022 17:20:54
- Warranty Information - Attachment 8 Warranties.pdf - Wednesday September 21, 2022 17:20:05
- Standard Transaction Document Samples - Attachment 9 & 10 Transaction Document Samples.pdf - Wednesday September 21, 2022 17:34:38
- Upload Additional Document - Cover Letter with Attachments 3,4,6,15 & Fig 1.pdf - Thursday September 22, 2022 09:44:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lynn Jones, Account Manager II - Government Sales, Generac Power Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

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AMENDMENT #1
TO
CONTRACT # 092222-GNR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Generac Power Systems Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to Sourcewell and its Participating Entities, effective December 1, 2022, through November 22, 2026 (Contract).

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 73 of "Table 14B: Depth and Breadth of Offered Equipment Products and Services" of the Proposal is deleted in its entirety and replaced with the following:

Line Item	Category or Type	Offered*	Comments
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	Yes	Due to endless number of variables that can be specific to any one project and/or jobsite, these related services would need to be separately priced and can be offered as open market services.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/13/2025 | 3:58 PM CST

Generac Power Systems Inc.

By: Signed by: Jeff Pontius BFC5C14C0A27468...
Jeff Pontius, Vice President of Strategy & Development – Industrial

Date: 2/13/2025 | 3:57 PM CST

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: June 12, 2025

SUBJECT: **WORKSHOP** – Public Participation Rules and Procedures

At its last meeting, the Village Council questioned the extent to which the Council could regulate public participation and decorum at Village Council meetings and whether other municipalities had adopted policies addressing such matters.

As a preliminary matter, Section 286.0114, Florida Statutes, requires the Village Council to give members of the public a reasonable opportunity to be heard on a proposition before the Council, subject to rules or policies adopted by the Council. Section 286.0114(4), Florida Statutes, provides that such rules and policies are limited to those that: (a) provide guidelines regarding the amount of time an individual has to address the Council; (b) prescribe procedures for allowing representatives of groups to address the Council; (c) prescribe procedures or forms for an individual to use in order to inform the Council of a desire to be heard or indicate his or her position on a proposition before the Council; and (d) designate a specific time period for public comment. Section 286.0114, Florida Statutes, only applies to public comment on a specific proposition or item before the Village Council and does **not** apply to public comment on non-agenda items.

Section 286.0114(2), Florida Statutes, further provides that "[t]his section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting." Therefore, the Council is free to adopt decorum rules applicable to members of the public for both agenda and non-agenda items. Numerous court decisions have upheld the right of legislative bodies to regulate decorum at public meetings, ruling that meetings of legislative bodies are limited public forums, thereby allowing the legislative body to enact content-based restrictions on free speech so long as they are reasonable, applied in a consistent manner, and viewpoint neutral. Members of the public do not have the unrestricted right to free speech at Village Council meetings, and the Council may enact rules regulating the behavior of participants to ensure that its meets are conducted in an orderly and efficient manner.

Based on the foregoing, the Village Council is free to adopt rules regulating the conduct of members of the public and determining when and how long members of the public may speak on both agenda and non-agenda items. A copy of the Town of Juno Beach's Public Participation and Decorum Rules and Policies and General Meeting Procedures ("Rules and Policies") is attached. This document includes decorum rules for members of the public, including a prohibition against "impertinent or slanderous comments, defined as comments that are immaterial to official Town business and which tend to impugn the reputation of the person about whom the comment is made." The Town's Rules and Policies further ban the use of gratuitous profanity, as well as abusive or threatening comments. The Town Council is in the process of reviewing the Rules and Policies, and, like the Village Council, is proposing to allow a limited period for Councilmembers to respond to public comments on non-agenda items once the public

comment portion of the meeting has been concluded. This additional response period is intended to allow members of the Town Council to respond to personal allegations as well as provide direction to Town Staff on matters raised by members of the public.

In addition to the Town of Juno Beach's Rules and Policies, the Village Clerk compiled a number of other municipal policies that are included as back up for the Council's consideration and review.

Recommendation:

Village Staff seeks Village Council discussion and direction regarding the potential adoption of public participation rules and procedures.

TOWN OF JUNO BEACH

PUBLIC PARTICIPATION AND DECORUM RULES AND POLICIES
AND GENERAL MEETING PROCEDURES

A. Public Participation

The Town of Juno Beach welcomes comments from the public, and all members of the public shall be given a reasonable opportunity to make general comments and be heard on items placed on the agenda at any public meeting, subject to the rules and policies set forth herein.

B. Applicability

These rules shall apply to all public meetings of the Town Council, the Planning and Zoning Board and any other Town board or committee. Additionally, in accordance with Section 286.0114(3)(a-d), Florida Statutes, the **right of public participation** shall not apply to the following:

1. An official act that must be taken to deal with an emergency situation affecting the public health, safety and welfare if compliance with these rules and policies would cause an unreasonable delay in the ability of the Council or Board to act;

2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

3. A meeting that is exempt from Section 286.011, Florida Statutes ("Government in the Sunshine Law") including, but not limited to, attorney-client sessions and collective bargaining strategy sessions; and

4. An item during which the Council or Board is acting in a quasi-judicial capacity, during which different rules and timeframes may be applicable.

C. Public Participation Rules

1. Each speaker shall be given an opportunity to speak for three (3) minutes during the public comment portion of the meeting or to address a particular agenda item. This time may be extended by the presiding officer; however, speakers may not yield their allotted time to another speaker.

2. All speakers are recommended to complete a comment card, indicating whether they wish to speak during the public comment portion or address a specific agenda item, and hand the comment card to the Town Clerk. Any person wishing to participate electronically shall contact the Town Clerk no later than noon on the day of the meeting to receive the log in instructions.

3. When called to speak by the presiding officer or Town Clerk, the speaker shall step up to one of the podiums. Speakers participating electronically shall be notified by the Town Clerk when to begin speaking. Each speaker shall identify him or herself by name and address. The speaker shall state if he or she is speaking on behalf of a group or organization and identify the group or organization.

4. Any person wishing to address an item not on the agenda or on the consent agenda shall speak under the public comment portion of the meeting. Members of the Council or Board may withhold comment or address the comment during the Board or Council member comment portion of the agenda. The Council may request that the Town Manager take action on requests or comments made by members of the public.

5. There is no right to public participation at a workshop session. Public participation during workshop sessions may be permitted at the discretion of the Council or Board. The Council or Board shall determine whether public comment will be taken at the time the workshop meeting is scheduled.

D. Decorum Rules

1. All Town meetings shall be conducted in an orderly and businesslike manner. All participants and attendees shall be treated with respect.

2. The Town shall adhere to the following norms of civility:

    a. A person who has the floor shall be permitted to speak without interruption, whether by other participants or attendees, unless interrupted by the presiding officer pursuant to subsection E below.

    b. Speakers shall refrain from impertinent or slanderous comments, defined as comments that are immaterial to official Town business and which tend the impugn the reputation of the person about whom the comment is made.

    c. A speaker's tone of voice and word choice shall be appropriate for a formal, civic meeting. The use of gratuitous profanity or the making of abusive or threatening comments shall not be tolerated.

    d. No person shall engage in disruptive behavior, such as calling out from the audience, clapping, booing, or whistling.

E. Enforcement of Procedural Rules

1. Should the presiding officer determine that a rule of procedure has been violated, the presiding officer may interrupt the meeting and give the violator a verbal

warning to cease such conduct. The presiding officer may inform the violator that any subsequent violations may result in his or her removal from the meeting.

2. Following the issue of a verbal warning, should the presiding officer determine that a rule of procedure has again been violated by the same person at the same meeting, the presiding officer may direct the violator to leave the meeting. In the event the violator is requested to leave and refuses, the presiding officer may recess the meeting and direct Town law enforcement personnel to assist.

3. Any determination by the presiding officer regarding enforcement of a rule of procedure may be overruled by a majority of the Council or Board members present at the meeting.

F. General Meeting Procedures (Motions and Debate)

1. With the exception of quasi-judicial matters, items before the Council or Board shall be commenced by the presentation by a member of Staff (unless the item is initiated by a Council or Board member), followed by public comment. Once the presiding officer closes public comment, public comment shall not be reopened unless reopened by the presiding officer or by majority vote of the Council or Board. After the discussion of the item by the Board or Council, the presiding officer shall call for a motion and second on the item. Once any discussion on the motion has concluded, the presiding officer shall call for a vote on the motion. A roll call vote may be requested by any Council or Board member.

2. The presiding officer may only make or second a motion by passing the gavel to the next highest officer of the Council or Board, or in the absence of such person, another member of the Council or Board.

3. When engaging in debate or discussion, a Council or Board member shall address the presiding officer and await recognition before speaking. No Council or Board member shall speak a second time on the same item or motion so long as another Council or Board member who has not spoken wishes to speak.

4. Motions may be withdrawn and modified by the maker (with the consent of the member who seconded the motion) at any time prior to a vote. At any time during the discussion/debate of a motion, a Council or Board member may make a motion to amend. If the motion to amend is seconded, the Council or Board shall first vote on the motion to amend and then vote on the original motion (as may be amended).

5. No member of the Council or Board who is present at any meeting at which an official action is taken may abstain from voting except when there is a possible conflict of interest pursuant to Chapter 112, Florida Statutes, or the Palm Beach County Code of Ethics. In such cases, the Council or Board member shall comply with all applicable disclosure requirements.

6. A motion that receives a tie vote fails. The failure of a motion in the negative (such as a motion to deny) shall not constitute an approval.

CITY OF ATLANTIS POLICY ON
PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD

A. GENERALLY. Public participation rules and procedures are to be posted and/or read aloud at the appropriate time during the meeting so that everyone in attendance is aware of them in advance. The rules and procedures contained in this Resolution are deemed to be content neutral time, place and manner restrictions which have been narrowly tailored to serve the significant government interest in conducting orderly, efficient meetings of the City Council and its appointed boards. The rules and procedures herein are supported by the holding in the case of *Jones v. Heyman*, 888 F.2d 1328, 1331 (11th Cir. 1989).

B. PUBLIC COMMENT PROCEDURES. The City of Atlantis welcomes comments from the public. Members of the public shall be given a reasonable opportunity to make general comments, and also to speak and be heard on items placed on the agenda in accordance with Section 286.0114, *Florida Statutes*:

1. Each speaker is allowed one (1) opportunity per agenda item to speak for a maximum of three (3) minutes unless the speaker is allowed additional time by the presiding officer. By way of example, speakers may not yield their allotted three (3) minutes to a second speaker in order to allow that second speaker an opportunity to speak for six (6) minutes.

2. When called to speak by the presiding officer, all comments shall be made from the appropriate podium. Speakers shall identify themselves by name and address; and if the speaker is representing a group or organization, said group or organization should also be identified.

3. All comments shall be directed to the council or board as a body, through its presiding officer. Comments shall not be addressed to a single member of the council or board, or to City staff including the attorney, the manager or the clerk, unless a majority of the members present on the council or board shall so agree.

4. Council or board members are free to ask a speaker questions in order to clarify the comments made; however, speakers shall not attempt to engage members of the council or board, or staff, in debate over any issue raised. Rather, speakers should simply make their comments and request that the council or board consider them.

TOPICS ON THE AGENDA. Any member of the public will be allowed to address the council or board on any item on the meeting agenda in accordance with the rules set forth in this Resolution, except as specified below. In order to speak, the speaker may either complete a comment card and provide it to the meeting clerk before the agenda item is considered and discussed by the council or board, or be recognized (whether in attendance physically or appearing remotely via communications technology) by the presiding officer . Public comments shall be limited to the agenda item subject matter being considered by the council or board at that time. According to state law, this right to speak does not apply to the following:

a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the council or board to act;

b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

c. A meeting that is exempt from Section 286.011, *Florida Statutes,* (the "Florida Sunshine Law"); or

d. A meeting during which the City Council or one of its appointed boards is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

TOPICS NOT ON THE AGENDA. Any person wishing to address the City Council or one of its appointed boards on topics not on the meeting agenda may speak under the portion of the agenda entitled "Public Comments" or words/intent to that effect in accordance with the rules set forth in this Resolution. Public comments shall not be limited by subject matter during this portion of the meeting.

C. RULES OF DECORUM. The presiding officer of the council or board shall preserve order and decorum at all public meetings as follows:

1. Meetings of the council or board shall be conducted in a professional, business-like manner. Decorum and courtesy shall be observed both by the members of the council or board and by all persons in attendance.

2. In conducting the public's business, the City Council and all of its appointed boards are committed to the principles of civility, honor, and dignity. Individuals appearing before the council or board are required to observe the same principles when making public comments.

3. All persons in attendance at any public meeting are required to afford the utmost courtesy to members of the council or board, staff members, and residents of the City, as well as to the public meeting process as a whole. It is never appropriate to make personal derogatory remarks, comment on anyone's personal integrity, make personally abusive comments, or make demeaning statements about individual persons or their identity, personality, or property. Therefore, any comments made for the sole purpose of maliciously attacking, disparaging, ridiculing, or embarrassing any council or board member, staff member, City resident or other member of the public will not be tolerated and are all strictly prohibited.

4. Threats, "fighting words", and encouragement to disrupt or interrupt the meeting are all strictly prohibited. The use of obscene language is strictly prohibited.

5. Constructive criticism is welcome; however, personal attacks directed at anyone which specify an individual by name, physical or email address, age, appearance, or any other personal identifying characteristic or information are strictly prohibited. These prohibitions extend to statements from council and board members, as well as

statements from staff, consultants, City residents and everyone who is in attendance at the public meeting.

6. Unauthorized remarks from the audience, outbursts, and yelling and/or similar demonstrations shall not be tolerated under any circumstances and are strictly prohibited.

D. ENFORCEMENT OF RULES AND PROCEDURES. The presiding officer shall be responsible for determining whether a rule of procedure or decorum has been violated, and for enforcement of the procedures and rules set forth in this Resolution:

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1. Should the presiding officer make a determination that a rule of procedure or decorum has been violated, the presiding officer shall interrupt the meeting and the violator shall be advised of the violation, and shall be given a verbal warning to immediately cease and desist from any further violations. The presiding officer shall warn the violator that any subsequent violation will result in the violator being removed from the meeting. The meeting shall then resume and proceed.

2. Following the issuance of a verbal warning, should the presiding officer make a determination that a rule of procedure or decorum has subsequently been violated by the same person at the same meeting, the violator shall be directed to leave the meeting. In the event that the violator fails to comply with this direction, City law enforcement shall be directed by the presiding officer to assist.

3. Any determination made by the presiding officer regarding enforcement of the rules and procedures of this Resolution may only be overruled by a majority of the council or board then present at the public meeting.

Adopted by the Atlantis City Council on March 15, 2023

TOWN OF GLEN RIDGE
PUBLIC COMMENT PROCEDURES

- We welcome your comments, which are very important to us. Please complete a green COMMENT CARD and hand it to the Manager if you wish to speak.

- When your name is called go to the podium and state your name for the record. Address your comments to the Council as a whole, not to individuals. COURTESY IS EXPECTED.

- Comments are welcome on general topics or specific agenda items. Each speaker is limited to 5 minutes.

- The Council will not be entering into dialogue at this time, nor will they be required/expected to add items to tonight's agenda based on PUBLIC COMMENT. The purpose of this agenda item is for YOU, the public, to inform the Town Council about your views.

- We appreciate your attendance at this meeting. Thank you for communicating your thoughts to us.

6/5/24

RESOLUTION NO. 13-23

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, PROVIDING FOR PUBLIC PARTICIPATION RULES OR POLICIES IN ACCORDANCE WITH NEWLY ADOPTED FLORIDA SENATE BILL 50 WHICH IS CODIFIED AT SECTION 286.0114, *FLORIDA STATUTES*; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Village of Royal Palm Beach (the "Village") desires to provide for public participation at all of its public meetings in accordance with newly adopted legislation codified at Section 286.0114, *Florida Statutes*, in order to insure sufficient opportunity for the public to be heard; and

WHEREAS, the Village Council of the Village of Royal Palm Beach, Florida, believes that it is in the best interests of the health, safety and welfare of its citizens to provide such rules or policies for public participation at public meetings of the Village Council of the Village of Royal Palm Beach and all other formally appointed Boards and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA:

Section 1: The Village Council of the Village of Royal Palm Beach, a municipal corporation, hereby adopts the following public participation rules or policies to be followed at public meetings of the Village Council of the Village of Royal Palm Beach and all other formally appointed Boards and Commissions:

PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD.

A. **GENERALLY.** The Village of Royal Palm Beach, Florida, welcomes comments from the public who shall be given a reasonable opportunity to be heard on items placed on the agenda as provided for below in accordance with Section 286.0114, *Florida Statutes*. Each speaker is only allowed one (1) opportunity per topic to speak for a maximum of three (3) minutes unless allowed additional time by the presiding officer. This time limit has been determined to be reasonable pursuant to Village Code Sec.2-17(g). By way of example, a citizen may not give his or her allotted three (3) minutes to another person in order to allow them to speak for six (6) minutes. Any citizen desiring to speak at a public meeting in accordance with these rules shall identify him/herself by name and address, and if the speaker is speaking for a group or organization, she/he should so state. Citizen comments will be directed to the Council or Board, as a body through its presiding officer. Remarks shall not be addressed to a single member of the Council or Board, the Attorney, or the Manager unless a majority of the members present for the Council or Board shall so agree. The members of the Council or Board are free to

ask questions to clarify the citizen's comment. Citizens shall not attempt to engage members of the Council or Board or staff in debate over the issue raised, but shall simply make their statement and request that the Council or Board consider the matter.

B. **TOPICS ON THE AGENDA.** The citizens will be allowed to speak on any item on the agenda following the general rules set forth in subparagraph A. above, and upon the filling out of a comment card to be provided to the meeting clerk prior to the agenda item being discussed. Persons who do not wish to speak but desire to indicate either support, opposition or neutrality on a given proposition, may mark the available comment cards accordingly and such forms will be tallied by the clerk and the results announced prior to the official action to be taken.

According to state law, this right to speak and the right to indicate either support, opposition or neutrality on a given proposition by way of a comment card does not apply to the following:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council or Board to act;

2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

3. A meeting that is exempt from Section 286.011, *Florida Statutes,* (the "Florida Sunshine Law"); or

4. A meeting during which the Village Council or one of its boards or commissions is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law and the parties to such hearing may speak in accordance with the holding in *Carillon Community Residential v. Seminole County*, 45 So3d 7, 11 (Fla. 4th DCA 2010).

C. **TOPICS NOT ON THE AGENDA.** Any person wishing to address the Village Council or one of its boards or commissions on topics not on the agenda may speak under the portion of the agenda entitled "Public Comments", "Statements from members of the public" or other similar words to that effect and must follow the general rules set forth in subparagraph A. above.

D. **DECORUM AND ORDER.** Meetings of the Village Council or one of its boards or commissions shall be conducted in a business-like manner. Decorum and courtesy shall be observed by the members of the public bodies and by all in attendance. Any person who makes personal, impertinent or slanderous remarks, or who becomes boisterous and interferes with the continuation of the meeting shall be requested by the presiding officer to cease such behavior. Should the

behavior continue, the individual shall be escorted from the room by a law enforcement officer or his designee. Unauthorized remarks from the audience, outbursts, yelling and/or similar demonstrations shall not be tolerated under any circumstances. The above regulations are deemed to be reasonably related to the important government interest of public bodies in confining their meetings to specified subject matters while rationing their time for decision making; and the regulations herein are supported by the holding in *Jones v. Heyman*, 888 F.2d 1328, 1331(11th Cir. 1989).

Section 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of September, 2013.

VILLAGE OF ROYAL PALM BEACH

MATTY MATTIOLI, MAYOR

(SEAL)

ATTN:

DIANE DISANTO, VILLAGE CLERK

Res-13-AA-PublicParticipation

RESOLUTION NO. 18-2025 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (*see* Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009,04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021, 08-2022, 81-2022, 13-2023 and 25-2024); and,

WHEREAS, the City Commission desires to amend its rules of procedure as reflected herein; and

WHEREAS, the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

RULE 1
SCHEDULING OF MEETINGS AND WORKSHOPS

(1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 PM

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 PM

The City Commission shall cancel not more than one regular meeting in any month.

(2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 PM If a Utility meeting date falls on a holiday or conflicts with the need for a regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting

may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.

(3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner[1] and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.

(4) Workshops of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a workshop. Any matter discussed by the City Commission for thirty (30) minutes shall be moved to a workshop unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a workshop and no public participation shall occur. All workshops shall end at 10:00 PM At 10:00 PM, the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All workshops shall adjourn automatically at 11:00 PM.

(5) "Town Halls" may be held by the City Commission on a bi-annual basis to be held in each district of the City on a rotating basis, with even districts in even years and odd districts in odd years. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings which will last for two (2) hours.

(6) All regular and special meetings shall end at 10:00 PM. At 10:00 PM the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. If the meeting is extended, no new items will be taken up after 10:45 PM. If an item is being discussed at 11:00 PM, it will continue to its conclusion, followed by the Mayor, the City Commissioners, the City Manager and City Attorney each having three minutes to present their reports after which the Mayor shall adjourn the meeting.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions) and shall only be amended by resolution.

RULE 2
QUORUM

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

RULE 3
MEMBER PARTICIPATION BY TELEPHONE CONFERENCE

(1) Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission workshop or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or workshop location.

(2) Pre-agenda Workshops may be conducted via Zoom.

RULE 4
DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

(1) The Mayor shall be the presiding officer of the City Commission and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.

(2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.

(3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.

(4) The Chair may make or second a motion after passing the gavel to the Vice Mayor or Vice Mayor Pro Tem.

RULE 5
ORDER OF BUSINESS

(1) The order of business for a regular meeting shall ordinarily be:

1. Roll Call
2. Invocation or Moment of Silence
3. Pledge of Allegiance
4. Agenda-Additions/Deletions/Reordering
5. Presentations
6. Public Participation of Non-Agendaed Items and Consent Agenda
7. Approval of Minutes
8. Consent Agenda
9. Public Hearings
10. Unfinished Business
11. New Business
12. Commission Liaison Reports and Comments
13. City Manager's Report
14. City Attorney's Report
15. Upcoming meetings and workshops
16. Adjournment

(2) The order of business may be revised by a majority vote.

(3) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.

(4) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.

(5) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

RULE 6
DEBATE OF MOTIONS; VOTING

(1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

(2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.

(3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation of Non-Agendaed Items and Consent Agenda (No. 8 above) and during each item of Public Hearings (No. 9 above), Unfinished Business (No. 10 above), and New Business (No. 11 above). The time shall be limited to three (3) minutes per public participant for Public Participation of Non-Agendaed Items and Consent Agenda (No. 8 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearings (No. 9 above), Unfinished Business (No. 10 above), and New Business (No. 11 above). Online comments will be posted on the website upon submission and approval by the City Clerk's office for compliance with Rule 14; online comments for Public Hearings, Unfinished Business and New Business will be read for a maximum of 30 minutes for each item at the meetings. There is no comment on Presentations.

(4) A member of the audience who speaks to the City Commission may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.

(5) The Chair shall restate all motions before the vote is taken.

(6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or a Commissioner.

(7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.

(8) During a presentation, the presenter shall have ten minutes to make his or her presentation, but the time may be extended to permit questioning of the presenter.

(9) During a quasi-judicial public hearing, the presentations shall be limited to ten minutes each, but the time may be extended to permit questioning.

RULE 7
NON-DEBATABLE MOTIONS

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
To divide a question;
To close or re-open nominations;
To take a recess;
A point of information;
An appeal of a decision of the Chair;
The previous question.

RULE 8
RECONSIDERATION

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

RULE 9
COMMISSION MINUTES

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification. The minutes shall be Action Minutes with a time stamp for each item corresponding to the video recording.

RULE 10
ADOPTION OF ROBERT'S RULES OF ORDER

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of Order or these rules shall not affect the validity of any action taken by the City Commission.

RULE 11
AMENDMENT OR WAIVER OF RULES

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

RULE 12
AGENDA PROCEDURES

(1) Matters may be placed on the agenda by City staff, the City Attorney or by consensus of the Commission in adherence with the agenda submission deadlines. Should the commission delete an item from the agenda or not reach consensus to add a matter to an agenda, the item or matter may not be placed on an agenda nor be requested to be placed on an agenda again for six months.

(2) Matters may be placed under Presentations by City staff or by consensus of the Commission in adherence with the agenda submission deadlines. Subject matter is limited to current or future city related business.

(3) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.

(4) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Friday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or workshop City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

(5) Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, a City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 4:00 PM the Friday before a regularly scheduled Commission meeting. The written justification and supporting backup material shall be submitted to the City Commission prior to the regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, at its discretion, determine whether it will accept, review and take action on the addition requested. Should the commission decline to add an item as an emergency addition to the agenda, the item may not be requested to be added as either an emergency addition or as a regular item for six months.

RULE 13

Intentionally deleted and reserved for future consideration.

RULE 14
DECORUM FOR CITIZEN PARTICIPATION

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

(1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

(2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

(1) Speakers will conduct themselves in a civil and respectful manner at all times.

(2) Speakers will address the Chair.

(3) Speakers will state their names and addresses for the record at the beginning of their comments.

(4) Questions to Commission members or City staff will be facilitated by the Chair.

(5) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.

(6) Members of the audience shall refrain from making comments of a personal nature regarding others.

(7) Name-calling and/or obscenity is forbidden.

(8) Shouting, yelling or screaming is forbidden.

(9) Commission Workshop or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of the Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for all meetings. Disregard of these rules will be met with the following consequences:

(1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;

(2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;

(3) If the speaker refuses to have a seat, the Chair will recess the meeting; and

(4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

Section 3. All resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

The passage of this resolution was moved by Commissioner May seconded by Commissioner Segrich, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Mimi May	AYE
Commissioner Anthony Segrich	AYE

The Mayor thereupon declared this resolution duly passed and adopted on this 15th day of April, 2025.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

_____
Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH INCORPORATED 1913 PALM BEACH COUNTY STATE OF FLORIDA

The City of

Boynton Beach

City Commission Agenda

Tuesday, June 3, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at
City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or

participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

   A. Call to Order - Mayor Rebecca Shelton
   Roll Call.

Invocation given by Pastor Christian Espinola, Calvary Chapel Boynton Beach.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Announcement of system-wide free chlorine flush of the water distribution system.

To ensure the potable water deliver to customers remains of the highest quality, the City of Boynton Beach Utilities Department will be performing a system-wide, free chlorination flush for routine maintenance of the water distribution system from July 3 - 24, 2025.

B. Announcement of two community outreach meetings regarding the redesign of Palmetto Greens Park. Announced by Recreation and Parks Director Marvelous Washington.
The City of Boynton Beach Recreation and Parks Department will be holding two upcoming community meetings to discuss the redesign of Palmetto Greens Park. These meetings offer an important opportunity for members of the community surrounding the park to share their ideas, concerns and suggestions about the its future.

The meetings will be held at 6 p.m. on Thursday, June 5, and Thursday, June 12, at the Carolyn Sims Center, 225 N.W. 12th Ave. Light refreshments will be served. Residents are encouraged to attend.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Advisory Board Appointments.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

6. **Consent Agenda**

A. FY24-25 Second Quarter Schoolhouse Children's Museum Report to Commission
Accept FY24-25 second quarter report on operations of the Schoolhouse Children's Museum

B. Proposed Resolution No. R25-118- Approve an LED Lighting Agreement between

the City of Boynton Beach and Florida Power & Light for the installation and modification of lighting facilities on Federal Highway.
Staff recommends approval of Proposed Resolution No. R25-118.

C. Proposed Resolution No. R25-137- Amend the adopted comprehensive fee schedule for Fiscal Year 2024-2025, as approved by Resolution No. R24-191, by amending the fee schedule for Recreation and Parks Division.
Staff recommends approval of Proposed Resolution No. R25-137.

D. Proposed Resolution No. R25-138- Approve and authorize the Mayor to sign the Amended and Restated Easement Agreement between 51 Hypoluxo, LLC, ("Grantor") and the City of Boynton Beach ("Grantee") for construction, operational repair, maintenance, and future replacement of a sanitary sewer lift station and underground wastewater infrastructure.
Staff recommends approval of Proposed Resolution No. R25-138.

E. Proposed Resolution No. R25-139- Approve the staff recommendation to use State Housing Initiatives and Partnership (SHIP) Program funds for the entire rehabilitation of the properties located at 235 S.W. 10 Avenue, Boynton Beach, FL 33435 and 404 N.W. 16th Avenue, Boynton Beach, FL 33435.

Staff recommends approval of Proposed Resolution No. R25-139.

F. Proposed Resolution No. R25-140- Adopt the Watershed Management Plan (WMP).
Staff recommends approval of Proposed Resolution No. R25-140.

G. Proposed Resolution No. R25-141- Adopting the Floodplain Species Plan (FSP) for implementation.
Staff recommends approval of Proposed Resolution No. R25-141.

H. Proposed Resolution No. R25-142- Approving a Settlement Agreement in the matter of Corye H. Readon, Sr., as the Personal Representative of the Estate of Jayden Carlos Ethan Readon, et al. v. City of Boynton Beach, et al., totaling $300,000.

Staff recommends approval of Proposed Resolution No. R25-142.

I. Proposed Resolution No. R25-143- Authorizing the correction of a scrivener's error on Resolution No. R25-121 related to the increased appropriations in the Surtax Capital Fund (303), authorizing the replacement of "Exhibit A" to reflect amending the CIP 303 Fund, increasing the budget from $375,000 to $449,297, utilizing $74,297 of the fund balance.
Staff recommends the approval of Proposed Resolution No. R25-143.

J. Proposed Resolution No. R25-144- Approve and authorize the Mayor to sign the First Amendment to the Subrecipient Agreement granting a two-month extension, with Habitat for Humanity of Greater Palm Beach County, Inc. for the rehabilitation of the property located at 2385 S.W. 13th Way, Boynton Beach, FL 33426 as adopted by Resolution R24-012.
Staff recommends approval of Proposed Resolution No. R25-144.

K. Proposed Resolution No. R25-145- Authorize the Mayor to approve Modification #3

to extend the Subrecipient Grant Agreement No. H0861 with Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the City's Watershed Management Plan to September 30,2025, and execute all future documents associated with the grant, subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-145.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-146- Approve a Purchase Order to Atlantic Southern Paving and Sealcoating in the amount of $411,846.40 for Task 225 for Chapel Hill Resurfacing Project in the amount of $411,846.40, plus a 10% contingency of $41,184.64, for a total not to exceed $453,031.04. Â Proposed Resolution No. R25-147- Approve a budget amendment amending CIP 302 Fund, increasing the budget from $20,928,725 to $21,381,756, utilizing $453,031.04 of the fund balance.
Staff recommends approval of Proposed Resolution No. R25-146 and Proposed Resolution No. R25-147.

B. Proposed Resolution No. R25-148- Awarding RFQ No. UTL25-005 for "Pre-Qualification of Contractors for Utility Minor Construction Services" to four (4) primary contractors Johnson-Davis, Inc., B&B Underground Construction, Inc., R&M Service Solutions, LLC, and Hinterland Group, Inc., in order to establish a prequalified list of contractors, approve Agreements with the awarded Contractors, and authorize the City Manager to issue task orders not to exceed $300,000 per project.
Staff recommends approval of Proposed Resolution No. R25-148.

C. Proposed Resolution No. R25-149- Approve and Award RFP No. PWE25-003 Project Management Services- San Castle- to Colliers Project Leaders for a cost of $445,841 plus an allowance of 10% or $44,584.10 for other work that may arise for this project.

Staff recommends approval of Proposed Resolution No. R25-149.

D. Proposed Resolution No. R25-150- Approve the final rankings for the Request for Qualifications (RFQ) No. 25-018Q for Chapel Hill Drainage Improvement Project as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Baxter & Woodman, Inc., in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).
Staff recommends approval of the Proposed Resolution No. R25-150.

E. Proposed Resolution No. R25-151- Approve a Piggyback Agreement between the City and IPS Group, Inc. for Parking Enforcement Software and Equipment in an amount not to exceed $50,000 annually through OMNIA Partners Contract No.: CW18653.
Staff recommends approval of Proposed Resolution No. R25-151.

F. Proposed Resolution No. R25-152- Approve a Piggyback Agreement between the City and ParkMobile, LLC for metered parking, software systems, and related products and services in an amount not to exceed $96,000 for the Agreement term.
Staff recommends approval of Proposed Resolution No. R25-152.

G. Proposed Resolution R25-153- Approve an Amendment increasing the annual expenditure for the Sole Source Agreement with Sunbelt Hydraulic & Equipment for the purchase of OEM Parts, Equipment, and Services from $100,000 to an amount not to exceed $200,000.
Staff recommends approval of Proposed Resolution No. R25-153.

H. Proposed Resolution No. R25-154- Approve First Amendment to Piggyback Agreement between the City and Extreme Networks, Inc. for the purchase of network equipment, network switch maintenance, and licensing, increasing the annual not-to-exceed expenditure amount from $200,000 to $600,000.
Staff recommends approval of Proposed Resolution No. R25-154.

I. Proposed Resolution No. R25-155- Approve Mutual Aid Agreement between Phillips and Jordan, Inc., and the City of Boynton Beach for Hurricane/Disaster Debris Removal, Reduction and Disposal, piggybacking the Solid Waste Authority of Palm Beach County and Phillips and Jordan, Inc., Agreement No. 22-201C.
Staff recommends approval of Proposed Resolution No. R25-155.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-009- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees" for the removal of Palm Beach County Park Impact Fees from Land Development Regulations.
Staff recommends approved of Proposed Ordinance No. 25-009, at Second reading.

B. Major Site Plan Modification and Conditional Use Approval (MSPM & COUS 2025.02.0730) for GracePoint Seventh Day Adventist (SDA) Church.
Approve request for Conditional Use (COUS-2025.02.0730) and Major Site Plan Modification (MSPM-2025.02.0730) for GracePoint Seventh Day Adventist (SDA) Church, to allow for modifications to the existing footprint with an addition to accommodate new ADA bathrooms and associated site modifications, including ramps. The subject site is 2.3 acres, located at 138 Southeast 27th Avenue.

C. Variance request for Mariners Way to allow docks to extend into the waterway more than one-quarter (1/4) the width of the water way (up to thirty-two (32) feet into the waterway).
Approval of variance request from Part III, Chapter 3, Article V, Section 3.O “Supplemental Regulations” to grant an increase of more than one-quarter (1/4) the width of the water way (up to thirty-two (32) feet into the waterway) for a dock where no more than one-quarter (1/4) of the width is permitted.

9. **City Manager’s Report**

10. **Regular Agenda**

A. Discussion on the funding recommendations made by staff for the Community Development Block Grant FY 2025 (October 1, 2025, to September 30, 2026) annual allocation.
Staff is seeking City Commission direction on the proposed staff recommendations for the CDBG FY 2025 annual allocation.

B. Public Affairs will provide an updated presentation on the city signage initiative.
Staff is seeking Commission direction on city signage for various types of signs throughout the city including welcome, digital and directional.

11. **Future Agenda Items**

A. **Proposed Ordinance No. 25-006-** First Reading, An Ordinance of the City Commission of the City Of Boynton Beach, Florida, Amending Part II, Chapter 27, Article I, Section 27-2 "Board or Committee Member Selection; Organization; Qualifications; Term," establishing limited authority to waive certain appointment requirements; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.
This item was tabled at the May 6, 2025 City Commission Meeting. Staff recommends approval of Proposed Ordinance No. 25-006, on First Reading.**- July 15, 2025**

B. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

C. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

D. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

E. Discussion regarding fluoride in the water. **- Pending proposed State Legislation, Senate Bill 700.**
Requested by Vice Mayor Hay.

F. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Commissioner Kelley**
Requested by Commissioner Kelley.

G. Discussion regarding the City's Comprehensive Plan. - **Kickoff meeting pending the award of the RFP.**
Requested by Commissioner Cruz.

H. Discussion in regards to an additional area that might be available as a future cemetery.**- Pending meeting with City Real Estate Manager.**
Requested by Vice Mayor Hay.

I. Discussion regarding combining City properties together to create senior affordable housing.**- Pending Joint Meeting with the CRA.**

Requested by Vice Mayor Hay.

J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

K. Discussion on Animal Control position in Police Department.- **Scheduled to be heard with Budget Workshop.**
Requested by Commissioner Kelley.

L. Discussion regarding City website**- TBD.**
Requested by Mayor Shelton.

12. **Adjournment**

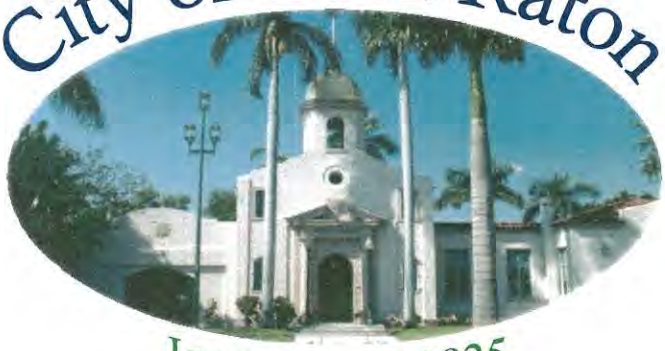
Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She 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)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boca Raton



Incorporated 1925

ORDINANCE

5678

AN ORDINANCE OF THE CITY OF BOCA RATON AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COUNCIL," SECTION 2-27, "RULES OF PROCEDURE," CODE OF ORDINANCES, TO REDUCE THE MINIMUM SPEAKING TIME ALLOTTED TO A PERSON WISHING TO ADDRESS THE COUNCIL FROM FIVE (5) MINUTES TO THREE (3) MINUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council acknowledges the importance of public comment from Boca Raton citizens, residents, property owners, and other engaged individuals, recognizing public input as a cornerstone of municipal governance; and

WHEREAS, the City Council also has a substantial governmental interest in maintaining orderly, effective and efficient public meetings in order to conduct public business; and

WHEREAS, an informal survey of other local governmental practices indicates that the time allocated for public input ranges between two to five minutes (with three minutes being the most common duration); and

WHEREAS, the City Council finds that adjusting the time period for public comment would improve the effectiveness and efficiency of public meetings, while maintaining the important role of public input in municipal governance; now therefore

THE CITY OF BOCA RATON HEREBY ORDAINS:

Section 1. Chapter 2, "Administration," Article II, "City Council," Section 2-27, "Rules of Procedure," Code of Ordinances, is amended to read:

Sec. 2-27. - Rules of procedure.

The following rules of procedure shall govern all meetings of the city council:

* * *

Rule 1.14. Addressing the council. Any person granted leave to address the council shall limit such address to 3~~5~~ minutes. An address extending beyond 3~~5~~ minutes shall thereafter be continued at the discretion of the chairman. However, a council member may interrupt the speaker anytime after the 3~~5~~-minute limit to obtain recognition from the chair and, after recognition from the chair, may move to terminate or limit the address. All remarks shall be directed to the council as a body. No person other than the person having the floor and the council member shall enter the discussion without the permission of the presiding officer. No question shall be asked of the council members other than through the presiding officer. Any person who makes slanderous or derogatory remarks, or who becomes boisterous while addressing the council shall be barred from further audience before the council unless permission to continue or again address the council shall be granted by a majority vote of the council.

* * *

Rule 1.20. Uniform public hearing procedure.

(a) Scope. These rules shall apply to all public hearings concerning proposed legislation, acts or actions of the city council and the several boards of the city. Robert's Rules of Order Newly Revised shall govern in procedural questions not covered by these rules, except that in the case of a conflict between these rules and Robert's Rules of Order, these rules shall prevail. Any board may adopt a procedural rule not inconsistent with these uniform rules, but copies of any such additional rules shall be forwarded to the city manager and the city attorney.

* * *

(c) Conduct of public hearings.

* * *

4. The presiding officer shall then open the hearing to public participation subject to the following rules which may be announced prior to commencement of the hearing.

a. Prior to speaking at a quasi-judicial land use hearing, a speaker shall fill out a card with his or her name, address and identification of the matter on which the speaker desires to speak. Once completed, the card shall be tendered to the city clerk.

b. The applicant, if any, shall present such relevant material, evidence and statements as the applicant deems would be of assistance to the board.

c. All other persons other than an applicant may then present like information to the board.

d. Each speaker shall give his name and address and shall disclose any relationship he may have with the subject matter under consideration.

e. Each speaker shall be limited to 3~~5~~ minutes, but the chair may, without objection, extend such time ~~unless the board shall waive or vary such requirement~~.

* * *

Section 2. If any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 3. All ordinances and resolutions or parts of ordinances and resolutions and all sections and parts of sections in conflict herewith shall be and hereby are repealed.

Section 4. Codification of this ordinance in the City Code of Ordinances is hereby authorized and directed.

Section 5. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Boca Raton this 14th day of November, 2023.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Mary Siddons
Mary Siddons, City Clerk

Scott Singer
Scott Singer, Mayor

Approved as to form:

Jeffrey Shefftel for
Diana Grub Frieser
City Attorney

O23604

COUNCIL MEMBER	YES	NO	ABSTAINED
MAYOR SCOTT SINGER	✓		
DEPUTY MAYOR MONICA MAYOTTE		✓	
COUNCIL MEMBER YVETTE DRUCKER	✓		
COUNCIL MEMBER FRAN NACHLAS	✓		
COUNCIL MEMBER MARC WIGDER	✓		

RESOLUTION NO. R-12-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, UPDATING THE TOWN'S PUBLIC PARTICIPATION RULES AND PROCEDURES TO INCLUDE GENERAL MEETING DECORUM RULES AND POLICIES AND A PROCESS FOR ADDRESSING AND HANDLING DISRUPTIONS DURING PUBLIC MEETINGS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Town of Palm Beach Shores (the "Town") adopted Resolution No. R-7-13 in September 2013 pursuant to newly enacted Section 286.0114, *Florida Statutes*, in order to provide for basic public participation rules and procedures at public meetings of the Town Commission and its appointed boards as required by law; and

WHEREAS, the Town Commission now desires to update and enhance these rules and procedures to include rules and procedures for the keeping and maintaining of decorum during public meetings, and rules and procedures for addressing and handling disruptions; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores, Florida, believes that it is in the best interests of the health, safety and welfare of its citizens to provide these updated rules and procedures for the keeping and maintaining of decorum during public meetings of the Town Commission of the Town of Palm Beach Shores and all other formally appointed Boards.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA:

Section 1: The Town Commission of the Town of Palm Beach Shores, a municipal corporation, hereby officially repeals Resolution No. R-7-13 and hereby adopts the following updated public participation rules and procedures to be followed at public meetings of the Town Commission of the Town of Palm Beach Shores and all other formally appointed Boards:

PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD.

A. **GENERALLY.** Public participation rules and procedures are to be posted and/or read aloud at the appropriate time during the meeting so that everyone in attendance is aware of them in advance. The rules and procedures contained in this Resolution are

deemed to be content neutral time, place and manner restrictions which have been narrowly tailored to serve the significant government interest in conducting orderly, efficient meetings of the Town Commission and its appointed Boards. The rules and procedures herein are supported by the holding in the case of *Jones v. Heyman*, 888 F.2d 1328, 1331 (11th Cir. 1989).

B. PUBLIC COMMENT PROCEDURES. The Town of Palm Beach Shores, Florida, welcomes comments from the public. Members of the public shall be given a reasonable opportunity to make general comments, and also to speak and be heard on items placed on the agenda as provided for below in accordance with Section 286.0114, *Florida Statutes*:

1. Each speaker is allowed one (1) opportunity per agenda item to speak for a maximum of three (3) minutes unless the speaker is allowed additional time by the presiding officer. By way of example, speakers may not yield their allotted three (3) minutes to a second speaker in order to allow that second speaker an opportunity to speak for six (6) minutes.

2. When called to speak by the presiding officer, all comments shall be made from the appropriate podium. Speakers shall identify themselves by name and address; and if the speaker is representing a group or organization, said group or organization should also be identified.

3. All comments shall be directed to the Commission or Board as a body through its presiding officer. Comments shall not be addressed to a single member of the Commission or Board, or Town Staff including the Attorney, the Manager or the Clerk, unless a majority of the members present for the Commission or Board shall so agree.

4. Commission or Board are free to ask a speaker questions in order to clarify the comments made; however, speakers shall not attempt to engage members of the Commission or board, or staff, in debate over any issue raised. Rather, speakers should simply make their comments and request that the Commission or board consider them.

TOPICS ON THE AGENDA. Any member of the public will be allowed to address the Commission or Board on any item on the meeting agenda in accordance with the rules set forth in this Resolution, except as specified below. In order to speak, the speaker must, upon solicitation for public comment for the particular item, proceed to the podium and state their name and address prior to making public comment. Public comments shall be limited to the agenda item subject matter being considered by the Commission or Board. According to state law, this right to speak does not apply to the following:

a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission or Board to act;

b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

c. A meeting that is exempt from Section 286.011, *Florida Statutes*, (the "Florida Sunshine Law"); or

d. A meeting during which the Town Commission or one of its appointed boards is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

TOPICS NOT ON THE AGENDA. Any person wishing to address the Town Commission or one of its boards on topics not on the agenda may speak under the portion of the agenda entitled "Public Comments" or words/intent to that effect in accordance with rules set forth in this Resolution. Public comments shall not be limited by subject matter during this portion of the meeting.

C. **RULES OF DECORUM.** The presiding officer of the Commission or Board shall preserve order and decorum at all public meetings as follows:

1. Meetings of the Commission or Board shall be conducted in a professional, business-like manner. Decorum and courtesy shall be observed both by the members of the Commission or board and by all persons in attendance.

2. In conducting the public's business, the Town Commission and all of its appointed boards are committed to the principles of civility, honor, and dignity. Individuals appearing before the Commission or Board are required to observe the same principles when making public comments.

3. All persons in attendance at any public meeting are required to afford the utmost courtesy to members of the Commission or Board, staff members, and residents of the Town, as well as to the public meeting process as a whole. It is never appropriate to make personal derogatory remarks, comment on anyone's personal integrity, make personally abusive comments, or make demeaning statements about individual persons or their identity, personality, or property. Therefore, any comments made for the sole purpose of maliciously attacking, disparaging, ridiculing, or embarrassing any Commission or Board member, staff member, Town resident or other member of the public will not be tolerated and are all strictly prohibited.

4. Threats, "fighting words", and encouragement to disrupt or interrupt the meeting are all strictly prohibited. The use of obscene language is strictly prohibited.

5. Constructive criticism is welcome; however, personal attacks directed at anyone which specify an individual by their name, physical or email address, age, appearance, or any other personal identifying characteristic or information are strictly prohibited. These prohibitions extend to statements from Commission and Board members, as well as statements from staff, consultants, Town residents and everyone who is in attendance at the public meeting.

6. Unauthorized remarks from the audience, outbursts, and yelling and/or similar demonstrations shall not be tolerated under any circumstances and are strictly prohibited.

D. ENFORCEMENT OF RULES AND PROCEDURES. The presiding officer shall be responsible for determining whether a rule of procedure or decorum has been violated, and for enforcement of the procedures and rules set forth in this Resolution as follows:

1. Should the presiding officer make a determination that a rule of procedure or decorum has been violated, the presiding officer shall interrupt the meeting and the violator shall be advised of the violation, and shall be given a verbal warning to immediately cease and desist from any further violations. The presiding officer shall warn the violator that any subsequent violation will result in their being removed from the meeting. The meeting shall then resume and proceed.

2. Following the issuance of a verbal warning, should the presiding officer make a determination that a rule of procedure or decorum has subsequently been violated by the same person at the same meeting, the violator shall be directed to leave the meeting. In the event that the violator fails to comply with this direction, Town law enforcement shall be directed by the presiding officer to assist.

3. Any determination made by the presiding officer regarding enforcement of the rules and procedures of this Resolution may only be overruled by a majority of the Commission or Board then present at the public meeting.

Section 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 24th day of June, 2024.

TOWN OF PALM BEACH SHORES

(SEAL)

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

TOWN OF CLOUD LAKE
GENERAL RULES AND PROCEDURES
FOR APPEARING BEFORE TOWN COUNCIL

WHO MAY SPEAK

All meetings of the Town Council are open to the public. They are not, however, public forums. Anyone who wishes to address the Council, on any subject within the scope of the Council's authority, may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON ITEMS ON THE AGENDA

- **CONSENT AGENDA ITEMS.** These are items which the Council does not need to discuss individually, and which are voted on as a group. Any Council member who wishes to discuss any individual item on the consent agenda may request the presiding officer to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **REGULAR AGENDA ITEMS.** These are items which the Council will discuss individually in the order listed on the agenda. The presiding officer, at its discretion, may permit any person to be heard on an item at a non-public hearing.
- **PUBLIC HEARING ITEMS.** This portion of the agenda is to obtain input from the public on ordinances, resolutions and zoning applications. The presiding officer will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Anyone may address the Council on any items pertaining to Town business during the **Comments from the Public** portion of the agenda.

ADDRESSING THE COUNCIL, MANNER, TIME

Citizens will be given up to three (3) minutes to comment or ask questions unless the presiding officer rules otherwise. The Council may recall an individual to provide additional information or to answer questions. All comments or questions of the public are to be directed to the presiding officer only. There shall be no cross conversations or questions of other persons.

Citizens wishing to be heard shall raise their hands until acknowledged by the presiding officer. Once acknowledged, citizens shall state their name and address, and address the Council.

DECORUM

If a member of the audience becomes unruly, the presiding officer has the right to require the person to leave the room and may order this done by the Palm Beach County Sheriff's Department, if necessary. If a crowd becomes unruly, the presiding officer may recess or adjourn the meeting.

NOTICE TO THE PUBLIC CONCERNING TOWN MEETINGS

Anytime a Town meeting is held such as the Town Council, Committees, Workshops, Boards, Commissions, etc, and any decision made at these meetings affect you, and you decide to appeal any decisions made at these meetings with respect to any matter considered, Section 286.0105, Florida Statutes states the if a person decides to appeal the decision of the Town Council with respect to any matter considered at the public hearing or meeting herein referred, he or she may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. It shall be the responsibility of any person needing such a record to arrange for and obtain such a verbatim record at his or her own cost and expense. The Town of Cloud Lake does not prepare or provide such a record.

Pursuant to the provision of the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this meeting, because of a disability or physical impairment, should contact the Town Clerk, 561-686-2815, at least three (3) calendar days prior to the Hearing.

In accordance with the Sunshine Law of Florida, this meeting will be open to the public. Please be advised that you are entering a building which is equipped with security cameras which will record your activities while visiting. Entry into this building constitutes your consent to be so recorded.

November 13, 2008