



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, JUNE 13, 2024  
7:00 PM

Susan Bickel  
Mayor

Deborah Searcy  
Vice Mayor

Lisa Interlandi  
President Pro Tem

Kristin Garrison  
Councilmember

Orlando Puyol  
Councilmember

Chuck Huff  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

### ROLL CALL

### INVOCATION - MAYOR

### PLEDGE OF ALLEGIANCE - VICE MAYOR

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

### APPROVAL OF MINUTES

1. Minutes of the Regular Session held May 23, 2024

### 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.

## 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.*

2. **RESOLUTION** – Approving Administrative Amendments to the Landscaping and Decorative Lighting Maintenance Memoranda of Agreement and Amendment Number Two of the Locally Funded Agreement with the Florida Department of Transportation relating to improvements associated with the replacement of the U.S. Highway One Bridge over the Earman River and authorizing execution of the Amendments.
3. **RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with Al Packer Ford, Inc. in the total amount of \$50,000 for vehicle parts and repairs.
4. **RESOLUTION** – Accepting a proposal from Action Sports Netting, Inc. for the installation of golf course netting at the North Palm Beach Country Club at a total cost of \$48,564.60; and authorizing execution of the Contract.
5. **RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$50,000 for dumpster parts and repairs.
6. **RESOLUTION** – Approving a Blanket Purchase Order with Star Farms, LLC for the purchase of sod for the North Palm Beach Country Club in the total amount of \$50,000.
7. **RESOLUTION** – Approving a Blanket Purchase Order with Florida Superior Sand, Inc. for the purchase of 50/50 Sports Field Mix for the North Palm Beach Country Club in the total amount of \$50,000.
8. Receive for file Minutes of the Development Review Committee meetings held 4/10/24 and 5/08/24.
9. Receive for file minutes of the Library Advisory Board meeting held 4/23/24.
10. Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 5/7/24.
11. Receive for file Minutes of the Joint Meeting of the Planning, Zoning and Adjustment Board and the Town of Lake Park Planning and Zoning Board held 5/8/24.

## DECLARATION OF EX PARTE COMMUNICATIONS

### PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

12. **1ST READING OF ORDINANCE 2024-08 – CODE AMENDMENT – SMOKING PROHIBITED** Consider a motion to adopt on first reading Ordinance 2024-08 amending Article I, "In General," of Chapter 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances to adopt a new Section 20-12, "Smoking Prohibited."
13. **2ND READING OF ORDINANCE 2024-07 – CODE AMENDMENT– ELECTRONIC PUBLICATION OF NOTICES** Consider a motion to adopt and enact on second reading Ordinance 2024-07 amending Chapter 1, "General Provisions," of the Village Code of Ordinances by adopting a new Section 1-12, "Electronic Publication of Notices."

### OTHER VILLAGE BUSINESS MATTERS

14. **RESOLUTION – ICE VENDING MACHINE SERVICES** Accepting the proposal of HMF Commerce, LLC to provide Ice Vending Machine Services at Anchorage Park; and authorizing execution of the Contract.

### COUNCIL AND ADMINISTRATION MATTERS

#### MAYOR AND COUNCIL MATTERS/REPORTS

## **VILLAGE MANAGER MATTERS/REPORTS**

**15.** DISCUSSION/PRESENTATION – Impact Fees Study

**16.** DISCUSSION – Council Meetings' Start Time

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

### **ADJOURNMENT**

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

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

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



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**MAY 23, 2024**

Present:

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

**ROLL CALL**

Mayor Bickel called the meeting to order at 6:00 p.m. All members of Council were present. All members of staff were present.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**AWARDS AND RECOGNITION**

Mayor Bickel presented Proclamations for National Safe Boating Week, National Gun Violence Awareness Day, and Emergency Medical Services Week.

All recipients of the proclamations expressed their appreciation and thanked Council.

**APPROVAL OF MINUTES**

The Minutes of the Regular Session held on May 9, 2024 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Mary Phillips, 525 Ebbtide Drive, spoke on behalf of the Environmental Committee. Ms. Phillips stated that the Environmental Committee took a field trip to the Country Club in order to look at the trees and make recommendations for bat houses and bird houses.

The following individuals made a public comment expressing their concerns regarding past elections and how they were conducted by the Palm Beach County Supervisor of Elections:

Erin Atkas	Cathy Savage
Patty Testa	Mikki Isackson
Candace Rojas	

CONSENT AGENDA APPROVED

President Pro Tem Interlandi moved to approve the Consent Agenda and Councilmember Puyol seconded the motion, which passed unanimously. The following items were approved:

Resolution approving and ratifying a Memorandum of Understanding with the Federation of Public Employees to amend Article 36 of the Collective Bargaining Agreement pertaining to wages; and authorizing the Village Manager to execute the Memorandum of Understanding.

Receive for file Minutes of the General Employees Pension Board meeting held 2/6/24.

Receive for file Minutes of the Police and Fire Pension Board meeting held 2/13/24.

Receive for file Minutes of the Environmental Committee meeting held 4/1/24.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 4/2/24.

Receive for file Minutes of the Recreation Advisory Board meeting held 4/9/24.

Receive for file Minutes of the Golf Advisory Board meeting held 4/15/24.

PUBLIC HEARING AND QUASI-JUDICIAL MATTERS

ORDINANCE 2024-07 – CODE AMENDMENT – ELECTRONIC PUBLICATION OF NOTICES

A motion was made by Vice Mayor Searcy and seconded by Councilmember Puyol to adopt on first reading Ordinance 2024-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 1, “GENERAL PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 1-12, “ELECTRONIC PUBLICATION OF NOTICES;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that during its 2022 session, the Florida Legislature adopted Section 50.0311, Florida Statutes, allowing municipalities to publish advertisements and legal notices on the county’s publicly accessible website in lieu of publication in a newspaper of general circulation. The Village has executed the necessary agreements with Palm Beach County to utilize its website for the publication of legal notices. Additionally, as required by Section 50.0311(6), Florida Statutes, the Village will publish a notice in a newspaper of general circulation indicating that property owners and residents may receive legally required advertisements and public notices from the Village by first-class mail or e-mail upon registering their name and address or e-mail address with the Village. The Village is also required to maintain a registry of such names and addresses, as well as publish the required notice in a newspaper of general circulation at least once per year. A link to the advertisements and public notices must be “conspicuously placed” on the Village’s website.

Mr. Rubin stated that a number of Village Code provisions require publication in a newspaper of general circulation. The attached Ordinance would amend Chapter 1, “General Provisions,” of the Village Code in order to allow the Village to publish on the county website in lieu of publishing in the newspaper.

Thereafter, the motion to adopt on first reading Ordinance 2024-07 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

President Pro Tem Interlandi stated that there was a very successful cleanup of Lakeside Park. A teacher from Palm Beach Gardens High School and approximately 20 of her students collected sixty (60) pounds of trash. President Pro Tem Interlandi suggested having local schools compete to pick up trash at the park.

VILLAGE MANAGER MATTERS/REPORTS

Discussion – Country Club Restaurant Request for Proposals

Mr. Huff gave a brief background and an update on the Country Club Restaurant Request for Proposals. Mr. Huff explained that he and Country Club General Manager Beth Davis worked together to draft an RFP that has been legally reviewed. Mr. Huff stated that he believed that the RFP encompassed and covered more than any RFP that has been done in the past.

Vice Mayor Searcy stated that there was not enough information in the RFP related to the current restaurant's financials.

Councilmember Puyol stated that the process of the RFP would allow the restauranters to envision the potential of the Country Club restaurant based on their expertise.

Mayor Bickel stated that she agreed with Councilmember Puyol's assessment of the RFP.

Vice Mayor Searcy recommended that more detailed information regarding the revenues of the past five (5) years be provided to the restauranters and stated that she did not agree with the proposed revenue being the number one criteria in the RFP.

Vice Mayor Searcy explained and discussed additional concerns she had with the RFP and gave recommendations for revisions.

Discussion ensued between the Councilmembers, Mr. Rubin and Mr. Huff regarding the Country Club Restaurant Request for Proposals.

President Pro Tem Interlandi stated that the Environmental Committee was requesting that Farmer's Table's herb gardens and beds be allowed to remain at the restaurant and to allow the garden group to maintain them.

President Pro Tem Interlandi asked Mr. Rubin to explain the "Cone of Silence" as it pertained to the Country Club Restaurant Request for Proposals.

Mr. Rubin explained that the potential vendors of the RFP could not lobby or speak to the Councilmembers until the award of the contract has taken place.

Councilmember Puyol congratulated staff on putting the RFP together in a short amount of time.

Discussion continued between Councilmembers regarding Vice Mayor Searcy's concerns with the Country Club Restaurant Request for Proposals.

Discussion – Country Club Restaurant Request for Proposals *continued*

Russel Beverstein, 415 U.S. Highway 1, Unit 210, stated that he had been in the restaurant business for fifty (50) years. Mr. Beverstein made recommendations, and gave advice on how to choose a restaurateur for the Country Club.

Vice Mayor Searcy commented that it was very nice to be ending the Council meeting at 7 p.m. instead of starting at 7 p.m.

Mayor Bickel asked Mr. Huff to add a discussion regarding the start time of Council meetings on the next Council meeting agenda.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:05 p.m.

  
\_\_\_\_\_  
Jessica Green, MMC, Village Clerk

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jamie Mount, P.E., Assistant Director of Public Works

DATE: June 13, 2024

SUBJECT: **RESOLUTION – Approval of FDOT Administrative Amendments for Decorative Lighting and Landscape Maintenance Memoranda of Agreement associated with the US Highway 1 Bridge over Earman River Project and approval of Amendment Number Two to the Locally Funded Agreement with FDOT for aesthetic features associated with the Project**

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The Florida Department of Transportation (FDOT) requested that the Village execute the following Administrative Amendments to the Decorative Lighting Maintenance Memorandum of Agreement and the Landscape Maintenance Memorandum of Agreement originally executed in April 2022 to revise the project numbers:

1. **Administrative Amendment 1 to Decorative Lighting MMOA 442891-1-52-01** - The project number “442891-1-52-01” shall be replaced with “442891-2-52-01” in each instance where it appears throughout the entirety of the executed Agreement.
2. **Administrative Amendment 1 to Landscape MMOA 442891-1-52-01** - The project number “442891-1-52-01” shall be replaced with “442891-2-52-01” in each instance where it appears throughout the entirety of the executed Agreement.

Additionally, FDOT has requested that the Village execute Amendment Number Two to the Locally Funded Agreement whereby the Village agreed to provide financial assistance for the construction and installation of aesthetic features, stamped concrete pavement, and decorative lighting associated with FDOT’s replacement of the U.S. Highway One bridge over the Earman River (C-17 Canal). This Amendment replaces the original project number of 442891-1-52-02 with project number 442891-2-52-02. These amendments are all ministerial in nature, and all other terms and conditions of the originally executed Agreements shall remain in full force and effect.

**Recommendation:**

**Village Staff request Council consideration and approval of the attached Resolution approving Administrative Amendment 1 to the Decorative Lighting MMOA with FDOT, Administrative Amendment 1 to Landscape MMOA with FDOT, and Amendment Number Two to the Locally Funded Agreement with FDOT for the U.S. Highway One Bridge over the Earman River and authorizing the Mayor and Village Clerk to execute the Amendments in accordance with Village policies and procedures.**

## **RESOLUTION 2024-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING ADMINISTRATIVE AMENDMENTS TO THE LANDSCAPING AND DECORATIVE LIGHTING MAINTENANCE MEMORANDA OF AGREEMENT AND AMENDMENT NUMBER TWO TO THE LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO IMPROVEMENTS ASSOCIATED WITH THE REPLACEMENT OF THE U.S. HIGHWAY ONE BRIDGE OVER THE EARMAN RIVER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENTS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (“FDOT”) is replacing the U.S. Highway One bridge over the Earman River (C-17 Canal); and

WHEREAS, in 2022, the Village executed two Maintenance Memoranda of Agreement for Landscaping and Decorative Lighting with FDOT, as well as a Locally Funded Agreement to provide financial assistance for the inclusion of additional aesthetic features, including, but not limited to, landscape planters, trash receptacles, benches, stamped concrete pavement, decorative lighting, and lighted Village logos; and

WHEREAS, FDOT has requested that the Village to execute Administrative Amendments to the Maintenance Memoranda of Agreement and Amendment Number Two to the Locally Funded Agreement to revise the project numbers; and

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

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

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

Section 2. The Village Council hereby approves Administrative Amendment 1 to the Landscape Maintenance Memorandum of Agreement, Administrative Amendment 1 to the Decorative Lighting Maintenance Memorandum of Agreement, and Amendment Number Two the Locally Funded Agreement with the Florida Department of Transportation, copies of which are attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendments on behalf of the Village.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

May 8, 2024

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

RE: Administrative Amendment 1 to Decorative Lighting MMOA 442891-1-52-01

Mr. Huff,

This letter shall serve to amend Decorative Lighting Maintenance Memorandum of Agreement (MMOA), executed 04/29/2022, by and between the Florida Department of Transportation, hereinafter called the **DEPARTMENT**, and the **VILLAGE OF NORTH PALM BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

The **DEPARTMENT** shall amend the following provisions of the MMOA:

- The project number “**442891-1-52-01**” shall be replaced with “**442891-2-52-01**” in each instance where it appears throughout the entirety of the executed Agreement.

Except as expressly amended herein, all other terms and conditions of the April 29, 2022, Agreement shall remain in full force and effect.

This amendment shall be deemed effective immediately upon the receipt of written confirmation from both parties.

Should you have any questions or concerns, please feel free to contact Irj Tajdar, Maintenance Memorandum Agreements Coordinator, at 954-777-4407 or email [irj.tajdar@dot.state.fl.us](mailto:irj.tajdar@dot.state.fl.us)

Sincerely,

Lennox Ballah  
District 4 Maintenance Contracts Administrator  
Florida Department of Transportation

Acknowledgement:

**AGENCY:**

Village Of North Palm Beach, a municipal Corporation of the State of Florida:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager / Mayor

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

Print Name: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Print Name: \_\_\_\_\_



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

May 7, 2024

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

RE: Administrative Amendment 1 to Landscape MMOA

Mr. Huff,

This letter shall serve to amend Landscape Maintenance Memorandum of Agreement (MMOA) Amendment Number One (1), executed April 22, 2022, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and the **VILLAGE OF NORTH PALM BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

The DEPARTMENT shall amend the following provisions of the MMOA:

- The project number “442891-1-52-01” shall be replaced with “442891-2-52-01” in each instance where it appears throughout the entirety of the executed Agreement.

Except as expressly amended herein, all other terms and conditions of the April 22, 2022, Agreement shall remain in full force and effect.

This amendment shall be deemed effective immediately upon the receipt of written confirmation from both parties.

Should you have any questions or concerns, please feel free to contact Christine McKay, Landscape Agreements Coordinator, at 954-677-7897 or email [christine.mckay@dot.state.fl.us](mailto:christine.mckay@dot.state.fl.us).

Sincerely,

Kaylee Kildare  
Landscape Manager, District 4  
Florida Department of Transportation

**Acknowledgement:**

**AGENCY:**

Village Of North Palm Beach, a municipal Corporation of the State of Florida:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager / Mayor

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk

Print Name: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Print Name: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
LOCALLY FUNDED AGREEMENT  
AMENDMENT NUMBER TWO

THIS Amendment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the Village of North Palm Beach at 501 US Highway 1, North Palm Beach, FL 33408, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, on April 18, 2022, the parties entered into a Locally Funded Agreement, hereinafter referred to as “the Agreement”, wherein the VILLAGE agreed to provide the DEPARTMENT with financial assistance in connection with Financial Management (FM) No. 442891-1-52-02 for the construction and installation of: aesthetic features (landscape planters, trash receptacles, and anchored benches), stamped concrete pavement, decorative lighting, and a LED internally illuminated cabinet wall system collectively referred to as “the Project”. The Project will be done as part of the DEPARTMENT’S Bridge replacement work at SR-5/US-1 Federal Highway over the Earman River (C-17) Bridge 930003 in Palm Beach County, Florida; and

WHEREAS, the parties amended the Agreement on December 27, 2023 to add additional VILLAGE funds to the Project (Amendment One); and

WHEREAS, the parties herein desire to further amend the Agreement to change the DEPARTMENT’S Financial Management number for the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend the Agreement as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment hereby deletes all references of the Financial Management (FM) No. 442891-1-52-02 in its entirety and replaces it with Financial Management (FM) No. 442891-2-52-02.
3. All other terms, conditions, and respective commitments by the parties shall remain in full force and effect.

All provisions, covenants, terms, and conditions of the Agreement as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this Amendment is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by the Village of North Palm Beach's Resolution Number \_\_\_\_\_, hereto attached.

VILLAGE OF NORTH PALM BEACH,

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Village Manager / Mayor

BY: \_\_\_\_\_  
Director of Transportation Development

ATTEST:  
BY: \_\_\_\_\_  
Village Clerk

BY: \_\_\_\_\_  
Village Attorney

LEGAL REVIEW:

BY: \_\_\_\_\_  
Francine Steelman, Assistant General Counsel

APPROVED:

BY: \_\_\_\_\_  
District Program Management Administrator

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

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Keith Davis, Fleet Manager  
DATE: June 13, 2024  
SUBJECT: **RESOLUTION – Approving an increase in the FY 2024 Blanket Purchase Order issued to AI Packer, Inc. to \$50,000**

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Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2024 blanket purchase order issued to AI Packer, Inc. to \$50,000.

The Village uses AI Packer, Inc. for parts and repairs. The Village has spent \$25,000.00 with this vendor year to date on parts and repairs. The Fleet division anticipates additional repairs will be needed before the end of fiscal year 2024. These repairs are critical to the Police department continuing to provide uninterrupted services to the residents of the Village of North Palm Beach.

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

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

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

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General	Public Works/ Fleet	A5522-34610	R & M Automotive	\$50,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2024 blanket purchase order issued to AI Packer, Inc. to \$50,000, with funds expended from Account No. A5522-34610 (Fleet – R & M Automotive), in accordance with Village policies and procedures.**

## **RESOLUTION 2024-\_\_\_\_\_**

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

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

WHEREAS, the Village issued a blanket purchase order to Al Packer, Inc. in the amount of \$25,000 for vehicle parts and repairs; and

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

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

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

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

Section 2. The Village Council hereby approves a \$25,000 increase in the blanket purchase order issued to Al Packer, Inc. for a total amount of \$50,000 for Fiscal Year 2024, with funds expended from Account No. A5522-34610 (Public Works/Fleet – R & M Automotive).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager  
Allan Bowman, Head Golf Professional

DATE: June 13, 2024

SUBJECT: **RESOLUTION** – Accepting a proposal from Action Sports Netting, Inc. for the installation of protective netting on Golf Course Fairway No. 1 and authorizing execution of a Contract.

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Village staff requests Council consideration and approval of the attached Resolution accepting the proposal of Action Sports Netting, Inc. to install golf course netting at the North Palm Beach Country Club and authorizing execution of a Contract in the amount of \$48,567.60.

**Background / Project Scope:**

Since 2018, the golf course has experienced a 36% increase in annual golf rounds played. This increase has led to a significant rise in errant golf balls landing on the tennis center property and the roadway along the 1<sup>st</sup> fairway. With 80% of golfers being right-handed, the majority of missed shots veer to the right, impacting the back tennis lawn, roadway, courts, and employee parking lot. Consequently, the Club has incurred several claims for vehicle damage caused by errant golf balls in these areas.

While the installation of a net cannot guarantee that 100% of errant golf balls will be stopped, it is expected to intercept the majority of these balls, thereby enhancing the safety of tennis center patrons and employees using the north-side parking lot.

The installation of protective netting will also create 50-60 additional parking spots along the east side of the 1<sup>st</sup> fairway and the west side of the tennis roadway leading out to the employee parking lot.

**Quotes:**

In accordance with the Village’s purchasing policy, Village staff has obtained three (3) quotes, and Action Sports Netting, Inc. provided the lowest cost quote.

Golf Range Netting	\$80,507.92
Gorilla Netting	\$70,000.00
Action Sports Netting, Inc.	\$48,564.60

It is also important to note that Action Sports Netting, Inc. was previously utilized by NPBCC in 2023 for the installation of protective netting along the driving range.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$48,564.60

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution accepting the proposal of Action Sports Netting, Inc. for the installation of golf course netting at a cost not to exceed \$48,564.60, 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 a Contract for these services in accordance with Village policies and procedures.**

## RESOLUTION 2024-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM ACTION SPORTS NETTING, INC. FOR THE INSTALLATION OF GOLF COURSE NETTING AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited written quotes for the installation of protective golf course netting at the North Palm Beach Country Club adjacent to Fairway No. 1; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Action Sports Netting, Inc. to perform the work; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Action Sports Netting, Inc. for the installation of protective golf course netting at the North Palm Beach Country Club at a total cost of \$48,564.60, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction & Major Renovation), and authorizes the Mayor and Village Clerk to execute a Contract for these services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and ACTION SPORTS NETTING, INC., a Florida corporation, 1511 S.W. Mockingbird Circle, Port St. Lucie, Florida 34986 (hereinafter “CONTRACTOR”).

### **RECITALS**

WHEREAS, the VILLAGE solicited written quotations for the installation of protective golf course netting at the North Palm Beach Country Club adjacent to Fairway No. 1 (“Work”); and

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

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

1. Recitals.

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

2. CONTRACTOR’s Services and Time of Completion.

- A. CONTRACTOR shall perform the Work in accordance with its Quotation dated May 16, 2024, which is incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Forty-Eight Thousand Five Hundred and Sixty-Four Dollars and Sixty Cents (\$48,564.60)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE’s representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment.

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

4. Insurance.

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

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

5. Indemnification.

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

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

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits and comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code. CONTRACTOR shall not be responsible for the payment of permit fees.

7. Warranty/Guaranty.

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

8. Access/Audits.

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

9. Protection of Work and Property.

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

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

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

10. Miscellaneous Provisions.

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

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

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

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

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

- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.
  
- K. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, or subcontractor with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.
  
- L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at its sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

**ACTION SPORTS NETTING, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
SUSAN BICKEL  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



**PAGE – 1**

**May 16, 2024**

**Allan Bowman, Head Golf Professional  
North Palm Beach Country Club  
951 U.S. Highway 1  
North Palm Beach, FL 33408**

**Re: 1<sup>ST</sup> Hole Protective Netting**

**Hello Allan,**

**The cost to furnish and install the protective netting on the 1<sup>st</sup> hole at the North Palm Beach Country Club in North Palm Beach Florida is as followed:**

**Furnish and Install Protective Netting System on 1<sup>st</sup> Hole:**

- **25' High X 500' Long**

**Total Installed Cost: \$ 48,564.60**

**The above cost includes the following materials, labor and equipment:**

- 1. Treated Utility Wood Poles, 11 – 35'**
- 2. 2' Netting skirt at bottom of netting**
- 3. LFS #930 golf netting (10-year warranty)**
- 4. Attachment spring snaps**
- 5. Galvanized Hardware**
- 6. Galvanized Cables**
- 7. Galvanized Ground anchors and down guys (end poles only)**
- 8. Shipping to job-site**
- 9. Labor and Equipment**
- 10. Mobilization**

**1511 SW Mockingbird Circle \* Port St Lucie, FL 34986  
Office (772) 336-5900 Email: [actionsportsnet@gmail.com](mailto:actionsportsnet@gmail.com)**



## PAGE -2

The above price does not include the following:

1. Permits of any kind
2. Taxes of any kind
3. Restorations of grounds or dirt removal from drilling pole holes.

This bid and the above price are based on the following:

1. Mobilization costs included in our proposal are based on one move-on and move-off. Any work stoppage directed by the client causing additional move-on required to complete the project will be invoiced at the rate of \$6,000.00.

Payment Terms:

- 30% deposit
- Balance on completion

This quote is good for 45-days. Please allow 6 to 7 weeks for delivery and installation.

Sincerely,

Dennis Bryan, President

*Action Sports Netting, Inc.*

1511 SW Mockingbird Circle \* Port St Lucie, FL 34986  
Office (772) 336-5900 Email: [actionsportsnet@gmail.com](mailto:actionsportsnet@gmail.com)



Golf Range Netting  
 40351 US Hwy 19 N  
 Suite 303  
 Tarpon Springs, FL 34689  
 P (727) 938-4448 F (727) 938-4135  
 info@golfrangenetting.com  
 www.golfrangenetting.com

# Order

ID: Q24-00682  
 Date: 5/14/2024  
 Expiration Date: 6/13/2024

Billing Address  
 North Palm Beach CC  
 North Palm Beach Country Club  
 951 US-1  
 West Palm Beach, FL 33408  
 USA  
 (561) 691-3421  
 abowman@village-npb.org  
 (561) 691-3421

Shipping / Location  
 North Palm Beach Country Club  
 951 US-1  
 West Palm Beach, FL 33408  
 USA

Contact  
 North Palm Beach CC  
 Phone: (561) 691-3421  
 Email: abowman@village-npb.org

Sales Person  
 Cody Walsingham  
 (727) 301-9055  
 sales@golfrangenetting.com

*Scope of work: New instillation of barrier netting along right side of 1st tee to protect overflow parking. Poles are to be direct set by jetting into the soil and tamping natural soil into place.*

Product

- Misc. Rental Equipment | Dump Truck  
*DUMP TRAILER RENTAL*
- Service  
*AIR COMPRESSOR RENTAL*
- LABOR | Service  
*ONSITE LABOR*
- Digger Truck | DIGGER | Service  
*FREIGHTLINER-FLD80-DIGGER- N9680S*
- Manlift | MANLIFT | Service  
*MANLIFT RENTAL- 40'*
- Skid Loader | SKID  
*SKIDSTEER RENTAL- MEDIUM*
- Fee | Gas | Other  
*ONSITE FUEL*
- 26.5' x 50' 18 Golf Net Panel Wood Fencing  
*25' Wood 18 Golf Poly Net*

Inclusions

- 5-year Warranty on Netting*
- 5-year Warranty on Labor & Materials*
- Engineered to Code - signed & sealed plans included. Engineered to building wind code by law*

Assigned

Cody Walsingham, Karianne Ramsay, Shawn Szuba

Summary

Signature

Subtotal	80,507.92
Tax	0.00
	-



Golf Range Netting  
40351 US Hwy 19 N  
Suite 303  
Tarpon Springs, FL 34689  
P (727) 938-4448 F (727) 938-4135  
info@golfrangenetting.com  
www.golfrangenetting.com

## Order

ID: Q24-00682  
Date: 5/14/2024  
Expiration Date: 6/13/2024

---

### Warranty

Warranty will be provided upon receipt of final payment. Sample Warranty available upon request. Warranty does not apply to any damage or defect to the product resulting from or arising out of vandalism, war, 'Acts of God', catastrophic events, damages above and beyond building wind codes, and any other similar cause not within the control of Golf Range (i.e. ice, storm damage, hail, wildlife, etc.).

---

### Terms & Conditions

\*Turnkey price includes: poles, hardware, netting, snaps, equipment rental & labor

Golf Range Netting must have 100% access to the site where work is to be performed. GRN is not responsible for damage to grass, ruts, concrete, irrigation and/or sprinkler heads, etc. that are in the immediate area where GRN crews and equipment will be working. We will use our utmost care to avoid such damage.

It is the customer's responsibility to have private utilities located prior to any drilling. GRN will order public locates. Customer is responsible for any permits required.

If GRN encounters unforeseen ground conditions not typical to the area (i.e. rock, concrete, wood, pilings, etc.), additional equipment and manpower will be needed resulting in additional charges to the customer.

Customer is responsible for removing any interfering tree branches, limbs, foliage, etc. in the project area.

We design, engineer and install the highest quality transmission powerline-grade netting structures. Our focus is on offering the best product and Warranty in the business. Our structures are completely maintenance free. We offer full turnkey installations and only use in-house employees and never sub-contract our work. All of our crews are certified power linemen with over 140 years combined experience including 25 years in the netting industry. We may not be the cheapest option as we use superior materials, but you get what you pay for. Our ability to offer a full 100% Warranty justifies the fact that our structures are above other company's specifications and can out-last their structures. We are confident in our work and if you contact any of our previous customers, you will see that they are pleased with their results as well. All of our structures are custom and designed to meet code. No one matches the quality of GRN and that is why our past clients keep coming back to us for additional work.

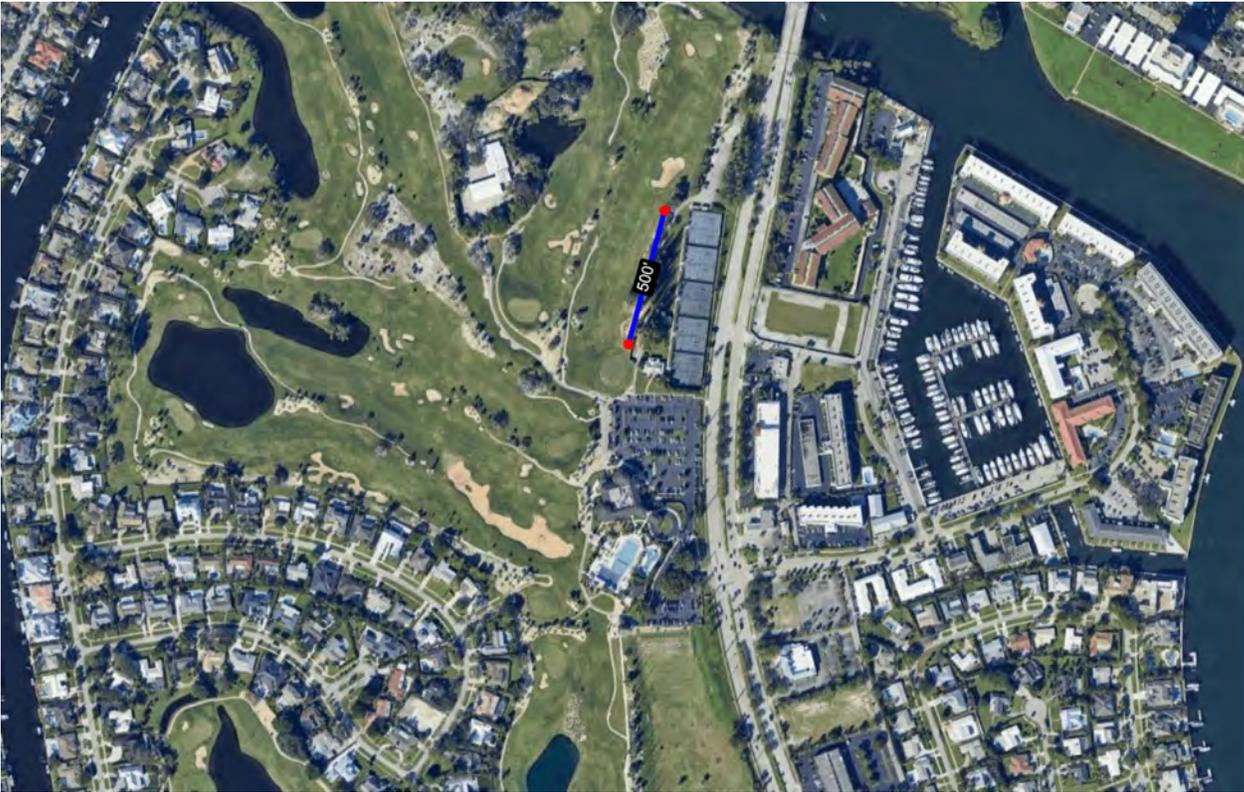


Golf Range Netting  
40351 US Hwy 19 N  
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P (727) 938-4448 F (727) 938-4135  
info@golfrangenetting.com  
www.golfrangenetting.com

# Order

Quote Date: 5/14/2024  
Expiration Date: 6/13/2024

Images



Davis Beth

---

**From:** Bowman Allan  
**Sent:** Thursday, May 16, 2024 4:31 PM  
**To:** Davis Beth  
**Subject:** Fwd: [External] Re: North Palm Beach CC / Golf Course Netting

Sent from my iPhone excuse typos

Begin forwarded message:

**From:** Kyle Johnson <kyle@gorillanetting.com>  
**Date:** May 16, 2024 at 3:39:14 PM EDT  
**To:** Bowman Allan <abowman@village-npb.org>  
**Subject:** Re: [External] Re: North Palm Beach CC / Golf Course Netting

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

Allan,

Thank you for taking my call just now. As discussed over the phone for a 50' x 500' system utilizing wood poles you are going to be looking in the \$70,000-75,000 range. Please keep us informed which route you go and if this ends up in an RFP please invite us to bid. We look forward to hearing from you.

Best Regards —



**Kyle Johnson**  
Lead Estimator, Gorilla Netting LLC

O: 727-386-5438

<https://www.gorillanetting.com> | [kyle@gorillanetting.com](mailto:kyle@gorillanetting.com)

917 Virginia Ave Ste. A, Palm Harbor, FL 34683



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IMPORTANT: This message and any attachments contain information from Gorilla Netting LLC., which may be confidential and/or privileged and is intended for use by the addressee (s) named on this transmission. If you are not the intended recipient, or the employee or persons responsible for delivering the message to the intended recipient, you are notified that any review, copying, distribution or use of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail or by telephone and (1) destroy all copies of this message.

**From:** Bowman Allan <abowman@village-npb.org>  
**Date:** Thursday, May 16, 2024 at 1:24 PM

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

---

TO: Honorable Mayor and Council  
THRU: Charles Huff, Village Manager  
FROM: Marc Holloway, Field Operations Manager  
DATE: June 13, 2024  
SUBJECT: **RESOLUTION – Approval to increase the FY 2024 Blanket Purchase Order issued to GT Supplies, Inc. to \$50,000**

---

Village Staff is recommending Village Council consideration and approval of the attached Resolution to increase the FY 2024 blanket purchase order issued to GT Supplies, Inc. to \$50,000.

The Village uses GT Supplies, Inc. for reconditioning existing dumpsters as needed. Earlier in the fiscal year, a blanket purchase order was issued to GT Supplies, Inc. in the amount of \$25,000 for the purchase/fabrication of dumpsters and parts/repairs.

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

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

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

**Account Information:**

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2024 blanket purchase order issued to GT Supplies, Inc. to \$50,000, with funds expended from Account No. A7020-35217 (Solid Waste – Machinery & Equipment Supplies) in accordance with Village policies and procedures.**

## **RESOLUTION 2024-\_\_\_\_\_**

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

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

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

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

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

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

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

Section 2. The Village Council hereby approves a \$25,000 increase in the blanket purchase order issued to GT Supplies, Inc. for a total amount of \$50,000 for Fiscal Year 2024, with funds expended from Account No. A7020-35217 (Public Works/Solid Waste – Machinery & Equipment Supplies).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager  
Allan Bowman, Head Golf Professional

DATE: June 13, 2024

SUBJECT: **Resolution – Approval of a FY 2024 Blanket Purchase Order to Star Turf Farms, LLC in the amount of \$35,000**

---

Village Staff is requesting Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order in an amount not to exceed \$35,000 to Star Turf Farms, LLC for the purchase of sod at the North Palm Beach Country Club.

The Village has previously utilized Star Turf for the golf course sod needed for the pond bank stabilization process at Holes # 12 and #15, as well as other areas of the golf course requiring repair or rebuilding. To maintain consistency in grass strands and color, Staff is requesting that Star Turf be designated as the Village's sole provider. To date, the Village has spent a total of \$12,043 with this vendor. Based on the current year trends, staff estimates that an additional \$22,957 will be needed for these services for the remainder of the current fiscal year. Therefore, Staff is requesting the issuance of a blanket purchase order to this vendor in a total amount not to exceed \$35,000 for Fiscal Year 2024.

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

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

### **History:**

In 2023, pond bank stabilization cost the Village approximately \$130.00 per linear foot. For the 2024 pond bank stabilization process, the staff divided the project into three components: Marsh Management; sod; and a 50/50 sports field mix. This strategy ensures the Village receives the best possible pricing and takes advantage of its tax-exempt status. The anticipated total price for pond bank stabilization in 2024 is \$107.00 per linear foot, representing a savings of \$23.00 per linear foot. For 2000 feet, this results in a total savings of \$46,000 compared to the previous year. Any sod not used for the stabilization process will be utilized in other areas of the golf course that require repair.

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Comment</b>	<b>Amount</b>
Country Club	Golf / Golf Course Maintenance	L8045-66210	Construction and Major Renovation	Pond Bank Stabilization (Capital Project Cost)	\$12,000
Country Club	Golf / Golf Course Maintenance	L8045-35222	Trees & Sod	Operational Expense	\$23,000

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order to Star Turf Farms, LLC in an amount not to exceed \$35,000, with \$12,000 expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation) and \$23,000 expended from Account No. L8045-35222 (Golf Course Maintenance – Trees and Sod) in accordance with Village policies and procedures.**

## **RESOLUTION 2024-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH STAR FARMS, LLC FOR THE PURCHASE OF SOD FOR THE NORTH PALM BEACH COUNTRY CLUB IN THE TOTAL AMOUNT OF \$35,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Village Staff has requested the issuance of a blanket purchase order to Star Farms, LLC in the amount of \$35,000 for the purchase of sod needed for pond bank stabilization projects for the current fiscal year; and

WHEREAS, Star Farms has provided sod in connection with previous stabilization projects and Staff wishes to maintain consistency in grass strands and color; and

WHEREAS, the Village’s purchasing policies and procedures require that blanket purchase orders in excess of \$25,000 and up to \$50,000 be placed on the Village Council consent agenda for approval; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies, 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 blanket purchase order in an amount not to exceed \$35,000 to Star Farms, LLC for the purchase of sod at the North Palm Beach Country Club for Fiscal Year 2024, with \$12,000 expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation) and \$23,000 expended from Account No. L8045-35222 (Golf Course Maintenance – Trees and Sod).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager  
Allan Bowman, Head Golf Professional

DATE: June 13, 2024

SUBJECT: **Resolution – Approval of a FY 2024 Blanket Purchase Order to Florida Superior Sand, Inc. in the amount of \$50,000**

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Village Staff is requesting Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order in an amount not to exceed \$50,000 to Florida Superior Sand, Inc. for the purchase of 50/50 sports field mix (of topsoil and sand) for the North Palm Beach Country Club.

Summer Projects for the Golf Course for FY 2024 include pond bank stabilization and other repair areas on the golf course. Florida Superior Sand is a local provider capable of handling the required volume of material for the stabilization project. Their material quality will allow us to remain consistent with previously supplied materials for the golf course. To date, the Village has spent a total of \$10,320 with this vendor. Based on the current year trends, staff estimates that an additional \$39,680 will be needed for these services for the remainder of this fiscal year. Therefore, Staff is requesting the issuance of a blanket purchase order to this vendor in a total amount not to exceed \$50,000 for Fiscal Year 2024.

Staff has checked tonnage prices locally for our 50/50 sports field mix:

- AIA So Sand and Soil: \$ 55.00 (not delivered)
- Florida Superior Sand: \$ 53.50 (delivered)
- Precision Landscape: does not provide
- Gravel Shop: does not provide in this area
- Bushel Shop: does not have the correct mix

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

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

### History:

In 2023, pond bank stabilization cost the Village approximately \$130.00 per linear foot. For the 2024 pond bank stabilization process, the staff divided the project into three components: Marsh

Management; sod; and a 50/50 sports field mix. This strategy ensures the Village receives the best possible pricing and takes advantage of its tax-exempt status. The anticipated total price for pond bank stabilization in 2024 is \$107.00 per linear foot, representing a savings of \$23.00 per linear foot. For 2000 feet, this results in a total savings of \$46,000 compared to the previous year. Any 50/50 sports field mix not used for the stabilization process will be utilized in other areas of the golf course that require repair.

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Comment</b>	<b>Amount</b>
Country Club	Golf / Golf Course Maintenance	L8045-66210	Construction and Major Renovation	Pond Bank Stabilization (Capital Project Cost)	\$30,000
Country Club	Golf / Golf Course Maintenance	L8045-35228	Sand / Clay / Shell / Topsoil	Operational Expense	\$20,000

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order to Florida Superior Sand, Inc. in an amount not to exceed \$50,000, with \$30,000 expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation) and \$20,000 expended from Account No. L8045-35228 (Golf Course Maintenance – Sand/Clay/Shell/Topsoil) in accordance with Village policies and procedures.**

## **RESOLUTION 2024-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH FLORIDA SUPERIOR SAND, INC. FOR THE PURCHASE OF 50/50 SPORTS FIELD MIX FOR THE NORTH PALM BEACH COUNTRY CLUB IN THE TOTAL AMOUNT OF \$50,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Village Staff has requested the issuance of a blanket purchase order to Florida Superior Sand, Inc. in the amount of \$50,000 for the purchase of 50/50 sports field mix (of topsoil and sand) needed for pond bank stabilization projects for the current fiscal year; and

WHEREAS, Florida Superior Sand is a local provider and has provided materials for previous stabilization projects; and

WHEREAS, the Village’s purchasing policies and procedures require that blanket purchase orders in excess of \$25,000 and up to \$50,000 be placed on the Village Council consent agenda for approval; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies, 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 blanket purchase order in an amount not to exceed \$50,000 to Florida Superior Sand, Inc. for the purchase of 50/50 sports field mix at the North Palm Beach Country Club for Fiscal Year 2024, with \$30,000 expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation) and \$20,000 expended from Account No. L8045-35228 (Golf Course Maintenance – Sand/Clay/Shell/Topsoil).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

[Home](#)[Shop](#) ▾[About us](#) ▾[Home](#) > [50 / 50 Mix \(Bulk or bagged\)](#)

## 50 / 50 Mix (Bulk or bagged)

# \$55.00

Pay in 4 interest-free installments of **\$13.75** with [shop Pay](#) [Learn more](#)

Our 50/50 mix is a blend of 50% topsoil, and 50% sand. This versatile product is great for any landscaper or gardener looking to install sod, plant or transplant large trees, sculpt small berms. We highly recommend this blend if you need an exceptional soil base for planting a new lawn or even filling in holes.

TO: Andrew Arena <...>

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## Re: North palm beach cc

50/50 Sports Field Mix (PC): \$29.00/ton + sales tax  
Freight: \$14.50/ton

Maria Matteo  
Florida Superior Sand, Inc.  
Tel: 561-969-3112  
[servicefss@aol.com](mailto:servicefss@aol.com)

On Monday, May 20, 2024 at 05:14:33 PM EDT, ANDREW ARENA <[aarena63@aol.com](mailto:aarena63@aol.com)> wrote:

Wants to know what the price of the 50/50 is.  
Sent from my iPhone



Andrew Arena

Yesterday

Wants to know what the price of the 50/50 is...

## Bowman Allan

---

**From:** Allan Bowman <abowman64@gmail.com>  
**Sent:** Tuesday, May 28, 2024 2:05 PM  
**To:** Bowman Allan  
**Subject:** Fwd: Message from Gravelshop.com

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

Sent from my iPhone excuse typos

Begin forwarded message:

**From:** "[Gravelshop.com](mailto:info@gravelshop.com)" <info@gravelshop.com>  
**Date:** May 28, 2024 at 1:39:42 PM EDT  
**To:** abowman64@gmail.com  
**Subject:** Message from [Gravelshop.com](http://Gravelshop.com)

Zipcode: 33408, FL, 25 tons 50 / 50 sports field mix

 Tuesday, May 28,  
2024

Hello,

Thank you for contacting us at the Gravelshop.

Unfortunately we can not provide this material in your area. Could we offer you a substitute a similar material? Did you take a look at the web site?

If you type in your zipcode, and go to prices, you can see a list of all that is available.

Kind regards  
[Gravelshop.com](http://Gravelshop.com)

[Gravelshop.com](http://Gravelshop.com) by Sand Group USA inc., 5730 SW 23rd St, Pembroke Pines, FL 33023,  
info@gravelshop.com, [www.gravelshop.com](http://www.gravelshop.com)

## Bowman Allan

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**From:** rick@precisionlandscapeco.com  
**Sent:** Thursday, May 23, 2024 9:01 AM  
**To:** Bowman Allan  
**Subject:** RE: Quote for soil

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

I don't sell that - normally I get mix if I need from bushel stop or a rep (forgot [https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fco.name&c=E,1,rZbJjZfPukDZOqaiNmu9E4Pb9U8tVlhbp0Ubi2CslWgagaHL95fasJ32iXPHUlmR7UneHlbdn-Op-cCo4s4Dldl\\_03ZOYphPdbwJ3j0Zoe3pHQlBS9c,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fco.name&c=E,1,rZbJjZfPukDZOqaiNmu9E4Pb9U8tVlhbp0Ubi2CslWgagaHL95fasJ32iXPHUlmR7UneHlbdn-Op-cCo4s4Dldl_03ZOYphPdbwJ3j0Zoe3pHQlBS9c,&typo=1) but) randy Nicholas 5561-722-1478

-----Original Message-----

**From:** Bowman Allan <[abowman@village-npb.org](mailto:abowman@village-npb.org)>  
**Sent:** Thursday, May 23, 2024 8:51 AM  
**To:** Rick Giordano <[rick@precisionlandscapeco.com](mailto:rick@precisionlandscapeco.com)>  
**Subject:** Quote for soil

Do you sell a 50/50 sports field mix?

If so - how much per ton and what are delivery charges?

Thank you

Allan Bowman, PGA A-4  
Head Golf Professional  
North Palm Beach CC  
951 U.S. Highway One  
North Palm Beach, FL 33408

Sent from my iPad

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This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

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



**THE VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, MAY 8, 2024**

**Present:** Scott Wood, Building Official  
George Lopez, NPB Police Detective  
Kimberly Cawley, Senior Fire Inspector  
Zak Sherman, Leisure Services Director  
Caryn Gardner-Young, Community Development Director

**I. CALL TO ORDER**

Caryn Gardner-Young called the meeting to order at 2:00 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

None.

**III. NEW BUSINESS**

**1. SPECIAL EVENTS**

a. BEATS AND EATS

Zak Sherman, the Village's Leisure Services Director, briefly described the site plan provided with the application. He mentioned that they are waiting for the County inspectors to confirm if the trucks are ready for the event. The event is expected to have over 500 people, and overflow parking will be provided on the south side.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- i. The Community Development Director (CDD), inquired about any issues from the previous event held in February. Zak mentioned that trucks arrived at different times, but they prioritized collecting paperwork, ensuring they passed inspections, and directing parking. They also ensured that garbage was collected and disposed of at the end of the event.
- ii. The Building Official's observations were related to generators and electrical concerns. Zak confirmed that they are not using any generators, and the band will be performing under the pavilion.
- iii. The Fire Inspector emphasized the need for completed food truck paperwork to be submitted by May 17<sup>th</sup>, allowing time for any necessary corrections. It was also emphasized for the food trucks to ensure hood cleaning and provide a fire extinguisher.

**IV. DISCUSSION ITEMS**

The Fire Inspector inquired for an update on the signage text amendment, outdoor seating, addressing, and mobile food trucks. The CDD responded that addressing doesn't need to go to the Council but will be added to the fee schedule. The proposed sign text amendment will be presented at the June Planning, Zoning, and Adjustment Board meeting if it's completed by then. The mobile food truck, outdoor seating, and special events are on hold until further advice from the Village Administration.

**V. CONCLUDING REMARKS**

The next DRC meeting is scheduled for June 12, 2024 at 2:00 p.m.

**VI. ADJOURNMENT**

Caryn Gardner-Young adjourned the meeting at 2:15 p.m.



**THE VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, APRIL 10, 2024**

**Present:** Scott Wood, Building Official  
Jamie Mount, Assistant Public Works Director  
Kimberly Cawley, Senior Fire Inspector  
Caryn Gardner-Young, Community Development Director

**I. CALL TO ORDER**

Caryn Gardner-Young called the meeting to order at 2:01 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

None.

**III. NEW BUSINESS**

**1. SPECIAL EVENTS**

a. MILES FOR MIRACLE

The applicant, Linda Neary, a representative of Mia's Miracle Foundation, introduced Eric, who briefly explained the Foundation and its work. The applicant elaborated that the Village Country Club assisted in developing the one-mile course to stay out of the way of the golfers. All proceeds and donations will be given to the Foundation. Village residents are volunteering for this event.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- i. The Community Development Director (CDD) inquired for clarification regarding the size of the proposed tent and the added portable restroom. The applicant confirmed that the tent is 3x3, and the applicant will have to pay for the portable restroom. Also, local businesses will donate assorted breakfast items and a volunteer group will make pancakes for the participants using griddles. When the CDD inquired about medals, the applicant stated that they would be giving bouquets of flowers instead and that tables would be set up for Mia's Miracle Foundation giveaway items and for name/number tags for the runners. When asked about the need for lights due to the early event, the applicant responded that it would not be necessary.

- ii. The Fire Inspector left the option of Emergency Medical Services (EMS) up to the applicant to apply for, if needed. The applicant did not find it necessary since it is a small fun run, and the minimum EMS requested time is 3 hours, which they will not need for that length of time.

**IV. DISCUSSION ITEMS**

The Village staff discussed the Heritage Day event.

**V. CONCLUDING REMARKS**

The next DRC meeting is scheduled for May 8, 2024, at 2:00 p.m.

**VI. ADJOURNMENT**

Caryn Gardner-Young adjourned the meeting at 2:22 p.m.

**VILLAGE OF NORTH PALM BEACH LIBRARY**  
**ADVISORY BOARD MEETING MINUTES**

**DATE:** April 23, 2024

**CALL TO ORDER** The meeting was called to order at 7:01 PM by Chair Bonnie Jenkins.

**ROLL CALL** Present at the meeting were:

- Bonnie Jenkins, Chair
- Phyllis Wisner, Member
- Carolyn Kost, Member
- Tina Chippas, Member
- Brad Avakian, Secretary
- Christine Delguzzi, Vice-Chair-Absent
- Julie Morell, Library Manager

**APPROVAL OF MINUTES** The minutes from the March meeting were approved unanimously after a motion by Tina Chippas and a second by Carolyn Kost.

**MANAGER'S REPORT - Julie Morell**

**Facilities:**

- Estimates are being obtained for remodeling the downstairs bathrooms, which include installing new ADA-compliant stall doors, mirrors, and pipe padding.

**Staffing:**

- Interviews with five candidates for the librarian position are scheduled for April 24th.

**Children's Programming:**

- **Weekly Storytimes:** Four sessions each week, now averaging 21 attendees per session.
- **Junior League Collaboration:** Storytimes on the first Saturday of each month.
- **Children's Arts and Crafts:** Weekly sessions on Thursdays, now attracting an average of 9 participants.
- **Children's Art Appreciation:** Held on the third Friday of each month, with an average attendance of 10 children.
- **Lego Club:** Weekly meetings with an average of 20 children and parents.

**Teen Programming:**

- Teen volunteers have been assisting with various tasks after school.

### **Adult Programming:**

- **Knit and Crochet:** Meets every Monday, with an average attendance of 17 participants.
- **Great Courses Series:** Current series on Ireland and Northern Ireland concludes on April 23 and will resume in October.
- **Silent Film Appreciation:** Held on April 13th, featuring "Sherlock Holmes" (1922) with 10 attendees.
- **Book Club:**
  - Met on April 4th to discuss "The Heaven and Earth Grocery Store" by James McBride, with 25 members attending.
- **Poetry Writing Workshop with Ellis Elliot:**
  - Held on April 3rd with 10 participants.
- **Astrologer Frank Don:**
  - Event on April 11th with 32 attendees.
- **Crafts for Grown Ups:**
  - April 18th session with 26 attendees.
- **Paint N' Sip:** Continues every fourth Thursday, averaging 11 participants.
- **Home Accessibility Seminar with Shawn Woods:**
  - Scheduled for April 25th.
- **Senior Appreciation Bingo:** Sponsored by AmeriLife, with 16 attendees.
- **Excel 1 with Donna Parsons:**
  - Held on April 17th, with 6 attendees.

### **Special Events:**

- **Heritage Day and Heritage Day Kick-off Party:**
  - Library staff assisted with the Heritage Day Kick-off party on April 5th and Heritage Day on April 6th, helping with various activities and ticket sales. Special thanks were given to Lynn, Edna, Lynda, Suzanne, and Deb for their assistance.

### **NEW BUSINESS**

- None.

### **OLD BUSINESS**

- None.

**MEMBER COMMENTS**

- None.

**STAFF COMMENTS**

- None.

**ADJOURNMENT** The meeting was adjourned at 7:25 PM.



**THE VILLAGE OF NORTH PALM BEACH  
PLANNING, ZONING AND ADJUSTMENT BOARD  
REGULAR MEETING MINUTES  
TUESDAY, MAY 7, 2024 at 6:30 PM**

**Present**

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

**Village Staff**

Len Rubin, Village Attorney  
Caryn Gardner-Young, Community Development Director  
Estefany Camargo, Executive Assistant  
Deborah Searcy, Councilmember

**1. CALL TO ORDER**

Chair Solodar called the meeting to order at 6:30 p.m.

**a. ROLL CALL**

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

**2. WELCOME NEW APPOINTMENTS**

Ms. Gardner-Young welcomed new Board members Timothy Hullihan and Mark Michels.

**3. APPOINTMENT OF CHAIR AND VICE CHAIR**

Ms. Gardner-Young explained the process for appointment of Chair and Vice Chair and advised the same person could not serve two (2) consecutive terms. Mr. Solodar thanked the Board for their support as he served as Chair for the past year.

Mr. Solodar nominated Cory Cross as Chair. With no further nominations, Mr. Cross was named Chair.

Mr. Haigh nominated Scott Hicks as Vice Chair. With no further nominations, Mr. Hicks was named Vice Chair.

**4. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

Chair Cross noted the addition of a letter to the Board packet.

**5. PUBLIC COMMENT FOR NON-AGENDA ITEMS**

None.

**6. APPROVAL OF MINUTES**

**a. APRIL 2, 2024**

Mr. Solodar motioned to approve the April 2, 2024, minutes as presented, seconded by Mr. Hogarth. The **motion passed** unanimously (7-0).

## 7. DECLARATION OF EX-PARTE COMMUNICATIONS

Chair Cross disclosed a meeting with the developer for Sushi Jo & Bistro.

## 8. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Village Attorney Len Rubin swore in those wishing to provide testimony.

### a. SITE PLAN AND APPEARANCE REVIEW

#### i. NEW BUSINESS

##### 1. 529 NORTHLAKE BOULEVARD – SUSHI JO & BISTRO

Zach Ciciera, Coteleur & Hearing, presented a proposal on behalf of the property owner Northlake 529 LLC, for Site Plan and Appearance Petition approval for architectural and signage approval.

Ms. Gardner-Young shared the staff report with recommendations for approval with conditions.

#### Member comments

Dr. Michels asked if additional protection was needed between the parking and the canal. Project Engineer Jim Wesson, J-W Engineering, advised the embankment would require a retaining wall. Ms. Gardner-Young stated the issue would be further reviewed during building permitting. Discussion continued.

Dr. Michels suggested adding features to the retaining wall to make it more aesthetically pleasing and considering the structure like “rip-rap,” which would be more ecologically friendly to juvenile species and other fish that traverse those waters.

Mr. Hicks inquired as to landscaping in front of the monument sign. Mr. Ciciera stated the planned landscaping meets Village Code.

Mr. Haigh noted the elevation with landscape included a date palm, which would completely cover the sign. He also addressed the retaining wall, stating it would likely destroy the vegetation which is called to remain on the plan. He encouraged staff to be aware of the issue in case landscape plan modifications are needed to accommodate the wall.

Mr. Hogarth stated he appreciates the fresh design.

Mr. Hullihan asked for clarification on the design guidelines previously included in the overlay district. Ms. Gardner-Young explained there is a zoning district in place and noted analysis of the project against the guidelines was included in the staff report.

Mr. Hullihan commented that traditional architecture has staying power and recommended a brown pyramid shaped roof as an accent.

Mr. Hullihan highlighted differences in the window overhangs and expressed concern there was no path to walk from the parking lot to the restaurant. He asked that a four (4) foot pathway be striped for that purpose.

Mr. Ciciera advised the parking had been changed to improve turning radiuses and to be compliant with Fire Department requirements. Discussion continued.

Chair Cross stated he liked the improvements. He suggested a review of the retaining wall by the Board and consistency in the window overhangs be included as conditions of approval. Discussion continued regarding potential conditions of approval, including engineering standards, ADA requirements, pedestrian access, public entrance to the restaurant, and previous approval of the Site Plan.

Mr. Ciciera asked for direction regarding the design of the retaining wall. Chair Cross advised that the Board would like to see the wall finished with stucco or stone on the parts of the wall that are visible and that the top include some type of trim or finishing. Dr. Michels asked that the ecology of the area also be considered.

Dr. Michels motioned to approve the application with conditions, seconded by Mr. Hullihan. The **motion passed** unanimously (7-0).

Conditions of approval in addition to those included in the staff report were listed as follows:

- Solar screens on south side of façade will overhang the windows at equal length.
- Northeast corner entrance to remain accessible to the public.
- Preliminary design of the proposed retaining wall will be brought before the Board for aesthetic review and recommendations.

## 2. 717 NORTHLAKE BOULEVARD – PSYCHIC BOUTIQUE

Paul Mitchell, Psychic Boutique, presented a proposal on behalf of the property owner, J. Marino & Sons, LLC, for Site Plan and Appearance approval for a building wall sign face change on an existing sign.

### Member comments

Mr. Hullihan commented that he would prefer the applicant not use red, but if it was toned down to maroon, he would be fine. Mr. Mitchell agreed to use the same color as Blue Ocean Spa next door.

Mr. Hogarth stated he had no issue with the application and noted the amount of window coverage. Ms. Gardner-Young advised that Code Enforcement had visited the site and any issues were incorporated into the conditions of approval.

Mr. Solodar motioned to approve the application with conditions as outlined in the staff report, seconded by Mr. Hullihan. The **motion passed** unanimously (7-0).

## 3. 555 US HIGHWAY 1 - FAITH LUTHERAN CHURCH

Mr. Solodar motioned to take up the previously tabled item, seconded by Mr. Hullihan. The **motion passed** unanimously (7-0).

Frank Russo, Board member, presented a proposal on behalf of the property owner, Faith Lutheran Church, for Site Plan and Appearance approval for installation of two (2) 35-foot light poles with 200–300-watt fixtures along Eastwind Drive.

Ms. Gardner-Young shared the staff report, outlining changes between meetings, with recommendations for approval with conditions.

Member comments

Chair Cross summarized a letter received from Jeffrey Holst, 600 Eastwind Drive, advising that the lights shine bright into his backyard and home.

Mr. Cameron, Kasper Electric, reviewed changes made to the plan, including moving from 25 degrees to 45 degrees, rotating the fixtures due east, adding shields, and moving a way from a wide beam or a flood light.

Mr. Hicks expressed concern that Mr. Holst's email had been sent following the upgrades.

Dr. Michels asked if it would be possible for the north corner to be further shielded and inquired as to the frequency with which the lights would be used. Mr. Cameron advised the lights were on a timer and operated from 6 p.m. to 10 p.m. each evening.

Mr. Solodar suggested the Faith Lutheran Church Board reach out to Mr. Holst to explain the changes made.

Mr. Haigh stated he appreciated the modifications but disagreed with the height. He asserted the height contributed to issues with glare and overspill, as well as creation of dark areas. He noted a missed opportunity to upgrade the light pole near the drop off area or to add lights to the existing Florida Power and Light (FPL) poles.

Mr. Hogarth agreed the glare was a problem and asked staff to comment on the applicable Village Code. Ms. Gardner-Young responded.

Mr. Hogarth stated the neighbor had a good point and the glare into residential properties had to be shielded. He suggested experimenting with sheet metal shields or reducing pole height.

Mr. Hullihan stated the foot candles onto Eastwind Drive were a problem, and asserted other municipalities would require a strict cutoff at the property line when adjacent to residential.

Mr. Hullihan noted the height of the lights was a problem. He commented that the dark skies were almost gone in North Palm Beach because of projects like this and asked for clarification on the lighting color temperature. Mr. Cameron advised the color temperature was 5000K and could not be adjusted, only the wattage could be changed.

Chair Cross referenced the photo of conditions and stated it was essentially a flood light. He stated it was too bright, too much glare, and the wrong color of lamps.

Mr. Solodar motioned to table the application, seconded by Mr. Hullihan. The **motion passed** (5-2). Mr. Hullihan and Mr. Hogarth voted no.

## **9. BOARD COMMENTS**

Mr. Solodar thanked outgoing Board members Dr. Nathan Kennedy and Kathryn DeWitt and wished them the best.

Mr. Haigh stated it was clear the Lighting Code needs to be updated.

Mr. Hogarth noted Lake Park is making changes to the median and asked that staff work with them regarding design and maintenance. Village Attorney Rubin stated the Village maintains the medians and will continue to.

## **10. STAFF UPDATES**

### **a. Joint Meeting on May 8, 2024, for Village Place**

Ms. Gardner-Young reminded the Board of the joint meeting scheduled for the following day. Discussion ensued regarding materials to be printed for the meeting.

Mr. Hogarth asked if there were any updates on the US-1 bridge repair. Ms. Gardner-Young stated the last information she had was that it would still be in early 2025.

## **11. ADJOURNMENT**

With no further business before the Board, Chair Cross adjourned the meeting at 7:46 p.m.



**VILLAGE OF NORTH PALM BEACH  
JOINT MEETING OF  
THE VILLAGE OF NORTH PALM BEACH  
PLANNING, ZONING AND ADJUSTMENT BOARD  
AND THE TOWN OF LAKE PARK  
PLANNING AND ZONING BOARD  
MEETING MINUTES  
WEDNESDAY, MAY 8, 2024 at 6:30 PM  
VILLAGE HALL COUNCIL CHAMBERS**

**Present**

**Village of North Palm Beach Planning, Zoning, and Adjustment Board**

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

**Town of Lake Park Planning and Zoning Board**

Richard Ahrens, Chair  
Jon Buechele, Vice Chair  
Gus Rodriguez, Board Member  
Patricia Leduc, Board Member  
Evelyn Harris Clark, Board Member

**Village Staff**

Len Rubin, Village Attorney  
Caryn Gardner-Young, Community Development Director  
Estefany Camargo, Executive Assistant

**1. CALL TO ORDER**

Chair Cross called the meeting to order at 6:32 p.m.

**a. ROLL CALL**

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

**2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

None.

**3. PUBLIC COMMENT FOR NON-AGENDA ITEMS**

None.

**4. DECLARATION OF EX-PARTE COMMUNICATIONS**

Chair Ahrens, Mr. Haigh, Mr. Buechele, and Mr. Solodar advised they had met with the developer in the past months. Chair Ahrens stated he had met with the developer two (2) years ago.

## 5. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Village Attorney Len Rubin swore in those wishing to provide testimony.

### a. PLANNED UNIT DEVELOPMENT/MASTER PLAN

#### i. VILLAGE PLACE – INTERSECTION OF PALMETTO DRIVE AND US HIGHWAY 1

Harvey Oyer III, Partner, Shutts & Bowen, LLP, George Gentile, President, 2GHO, Inc., and Shamim Ahmadzadegan, AIA, Principal, Gensler, agents for NP-Devland Holdings, LLC, NP-Devland North, LCC, and NP-Devland East, LLC made a presentation outlining the request for Master Plan approval of a mixed-use Planned Unit Development (PUD) located at Palmetto Drive and U.S. Highway 1.

Ms. Gardner-Young briefly reviewed the staff report. She clarified this was for a Master Plan approval, not a Site Plan approval, so the proposed petition provides for concurrency of the site for future Site Plan approvals. She highlighted the internal and external reviews conducted and the recommendations for approval with conditions.

#### Public Comments

**Noel Martinez, Palm Beach North Chamber of Commerce**, spoke in support. He stated it was an opportunity to revitalize a site that was once a hub of business and community engagement and make it a vibrant location again. He commented on the vision for the mixed-use development and shared that it aligns with the Chamber's strategic goals.

**Dave Markarian**, spoke in support. He noted positive things in neighboring communities help everyone. He stated this project has merit, trusted partners, and an impact on the community, and highlighted the jobs created.

**Ben Schrier**, spoke in support of the development opportunity. He stated he had watched the site decay for years and this project fits the goals the Village has set for itself. He noted the design creates a sense of space and is a clear Master Plan.

**Jacques Bories**, spoke in support. He stated developments like the proposed are intimidating for communities, but this is a great opportunity. He commented on the need for walkability and a communal place for residents to go. He noted this mixed use could be transformational.

**Lisa Jenson**, spoke in support. She stated she was glad it was moving along, and changes to things like the architecture and green spaces could be addressed during the Site Plan process. She noted she is looking forward to having restaurant options, as well as something nice and new in the Village.

**Lisa Gallagher**, commented that she supports redeveloping the Twin City Mall area but had concerns about the height and the number of housing units planned, as well as impact on roads. She asked for a maximum of 50 feet, or 60 feet with a garage.

**Rita Budrick**, stated she agreed with Ms. Gallagher's comments and asked that the Village and City not rubber stamp what the developer presents. She noted she had questions about infrastructure, including ingress and egress, traffic, and Village

services. She stated the Code rewrite was developer-initiated and while she supported redevelopment, the architecture could be better.

**Ron Okolichany**, spoke in opposition to the Master Plan. He stated the developer is asking to put a 50-pound project on a 10-pound site. He asserted it was too tall and too dense for the location and asked that the skyline be preserved for future generations. He advised the position of residents had not been considered and asked that no action be taken until the new Village Council and residents agree.

**Chris Ryder**, spoke in opposition. He stated he had fought the Council adoption of the Code rewrite led by the developer and asserted there were a number of half-truths in the message and the proposal. He noted the Village had hired a consultant to take the Citizens' Master Plan and create zoning, but it was not being followed by this plan. He stated this would impact build-out on US-1 and the Boards needed to do their homework.

**William Mueller**, spoke in opposition. He questioned the height and asked if the Village was prepared to add to the Fire Department, Police Department, and other services to meet the needs of the development. He questioned the traffic study and agreed with previous comments that it looked like a hospital. He asserted the lot could be used in other ways to bring revenue into the Village without the height.

**Kim Beshane**, spoke in support. She stated she sees why people love the Village and puts her trust in the Council and Boards to make the decisions on the actual Site Plan and create an area that benefits the residents. She acknowledged that change is scary but creates opportunity.

**Debra Cross**, shared her concerns about the development and the Master Plan. She stated the concrete and large buildings would increase the heat index and more green space was needed. She commented on the need to consider traffic when discussing walkability, infrastructure needs, and the cost of living in the Village. She asserted the project would cause hardship for businesses on US-1.

**Brian Jacobs**, spoke in support of responsible development. He stated he understands the need for the project due to a housing shortage in South Florida, but traffic was an issue. He stated he didn't care about the aesthetics, but quality of life for the residents and future residents. He asked that the Boards look at the traffic studies more carefully. He noted additional tax revenue could help the Police and Fire employees to be paid better.

Additional letters of support and opposition submitted were included in the record for this meeting.

#### *North Palm Beach Discussion*

Dr. Michels referenced the traffic study and stated the increase in trips was high. Bryan Kelley, Traffic Engineer, Simmons and White, reviewed the detailed traffic study and discussed the methodology used. He noted the property was in a Coastal Residential Exception area, but no discounts had been integrated.

Mr. Hullihan asked for clarification on the methodology used for the traffic study without a Site Plan. Mr. Kelley explained further.

Mr. Haigh inquired as to the location of the proposed turn lane extension on US-1. Mr. Kelley advised it would be at the intersection to the south of Northlake Boulevard. Mr. Haigh asked about pedestrian and bicycle traffic requirements. Mr. Kelley advised that would be part of the Site Plan review.

Dr. Michels asked if a straight-through right lane at the signal on the western side of the property would be considered. Mr. Kelley stated that was something the applicant could review with Palm Beach County. He noted potential safety issues.

Dr. Michels inquired as to the consideration of vested traffic in the traffic study. Mr. Kelley provided additional clarification on the volume of trips contemplated and the approved projects included.

Mr. Hicks commented that he had expected more staff assessment of the traffic concerns. Susan O'Rourke, Consulting Traffic Engineer for the Village as well as the Town of Lake Park, provided an overview of the review process and stated the project meets the County standards. She highlighted concern with traffic on local streets and advised the applicant agreed to work with staff to mitigate this issue during the Site Plan process.

*Chair Cross called for a recess at 8:25 p.m.*

*The meeting was reconvened at 8:30 p.m.*

Mr. Solodar commented that because there is a Master Plan to consider without a Site Plan to review, he needed clarity on the overall uses for the project. He stated he was not happy about having a hotel on the property and found a nine (9) story hotel unnecessary. City Attorney Rubin advised that a hotel is a permitted use within the district without a PUD. He clarified that the Assisted Living Facility (ALF) was only permitted within the PUD, so there was discretion on that use.

Mr. Solodar noted the Village Citizens' Master Plan reviewed by Council in 2017 included recommendations approved as a guideline for future development.

Mr. Hicks stated the Board was reluctant to approve the Master Plan without understanding what could be limited in the Site Plan process. City Attorney Rubin advised the ordinance would be clear that Master Plan approval does not permit vertical construction of any kind and the public benefit would need to be demonstrated as part of the Site Plan process.

Mr. Haigh commented on the proposed condition for improvement of Palmetto Drive and asked that it be changed to follow the County guidance. He stated he would like to see a 15 percent greenspace requirement imposed for all public-accessible rooftop spaces, a minimum tree size of 24 feet for street trees in the development, and a proposal for urban root space solutions.

Mr. Haigh stated pedestrian connectivity to the development needs further discussion, including possible improved signalization at the intersections.

Mr. Hogarth pointed out the information provided to the Board was beyond the requirements of what a Master Plan asks for, as the intent was to approve a "bubble plan" with traffic connectors. He noted he did not care about parking until the uses are determined and asked for clarification on the uses being approved with this

application. Ms. Gardner-Young stated the uses were being approved, and clarified some are by-right. She noted the density and height are maximums.

Mr. Hogarth stated he supports the project and thinks it is a good developer, but there remains a lot of work to be done. He noted he did not like 14 stories and wanted to be clear there were no entitlements being approved. He stated he did like the mix of uses and the civic space.

Mr. Hullihan noted Council had been clear that if they do not like the Site Plan, they do not have to approve it. He asked what vehicle would be available for declining 14 stories if proposed. City Attorney Rubin explained the application of the public benefit requirement would be utilized for the determination.

Mr. Hullihan asked if the applicant would object to making the plan non-transferable. Nadar Salour, Cypress Realty, commented that pieces of the project such as the hotel would not be developed by the team, but the master developer would remain in control of the project. He addressed the phasing plan briefly, noted there would not be a hotel if there was not interest from a quality hotel, and discussed addressing impacts based on the maximums provided in the Master Plan.

Mr. Hullihan stated the charette on this development had 320 people in attendance, and overall, there was participation of close to 1,000 residents and business owners. He expressed concern this project would increase the population of North Palm Beach by 15 percent, and that growth was in the wrong place. He noted there were four (4) other sites identified in the Village Citizens' Master Plan which were more walkable, and this project would not leave development units available.

Mr. Hullihan commented that research shows tax revenues often do not cover the increased responsibilities that come with a development, noting a 15 percent growth in population would mean 15 percent growth in Fire, Police, Library, and other services. He highlighted the goal in the Comprehensive Plan to reduce dependence on cars and to increase walkability and noted traffic innovation would be a public benefit, along with the use of renewable energy.

Mr. Hullihan stated water views on the site are partial at three (3) floors and full at four (4) floors and noted he did not know why the development would need 14 stories. He highlighted the balance of residential and other uses, and pointed out economic resilience was not addressed in the fiscal impact statement. He cautioned that trends in architecture become outdated. Mr. Hullihan expressed concern the project was hugely out of scale for North Palm Beach and would be a catalyst for other commercial property if this is allowed to move forward, especially coupled with the Live Local Act. City Attorney Rubin advised the height was unique to the C3 District through a PUD process. He noted recent amendments had been made to the Live Local Act.

#### *Lake Park Discussion*

Chair Ahrens stated his family had moved to the area in 1892, and if his grandfather or great-grandfather had decided to control growth, the majority of those in the room would not be sitting there. He noted he took the comments seriously and

understood the concerns, but protections were in place and the standards would be addressed during Site Plan review.

Vice Chair Buechele commented that this is the beginning of the project, and while there are a lot of things that still need to be addressed, that is for next steps down the road. He noted the parcel needs improvement.

Mr. Rodriguez stated he wished there were more people present from the Town of Lake Park to represent the impact the project could have on them. He agreed with the traffic concerns, highlighting the potential for cut-through traffic, and stated he would like the mitigation of that concern to be addressed. He commented on the need to consider impacts on neighborhoods of owners as well as those of renters.

Ms. Leduc noted she agreed with a lot of the residents and their concerns. She stated this site needs to be redeveloped, as it is an eyesore, but traffic concerns should be addressed. She commented that the project would be beneficial for both the Village of North Palm Beach and the Town of Lake Park, and this was the first step.

Ms. Clark advised she wanted to be sure that families with children are considered. She asked the developer to discuss the logistics of safe transport to and from school and what streets would be affected, as well as plans for egress in case of an evacuation. She noted she would like to hear from the residents directly across Palmetto Drive from the apartments as it relates to concern with headlights and suggested a buffer be considered. She asked that conversations with neighboring communities include both municipalities.

#### *Applicant Comments*

Mr. Oyer thanked the Boards for their thoughtful and helpful comments and questions. He clarified this was a mixed-use development, which in itself is traffic mitigation, as a high percentage of traffic is meant to be captured internally.

Mr. Hullihan asked for an estimate of the anticipated capture rate. Mr. Kelley stated the estimate was 25 percent based on calculation standards, but the traffic study used 15 percent as a conservative estimate.

Mr. Oyer advised the purpose of a Master Plan is to set the maximum development potential. He stated the plan does not mean the developer is anticipating building the maximum but setting the worst possible situation for analysis of concurrency as required by Code. He responded to comments and concerns from residents during public comments as well as those of the Board members, noting the majority of issues brought up would be addressed during Site Plan review. He showed images of the civic space and advised of ways it would be programmed for activity.

Chair Cross asserted the proposed 1,280 dwelling units was 4.5 times what is in the Zoning Code and stated it would keep him from voting for the project. He stated he had no issue with the amount of retail or the hotel. Mr. Oyer clarified there was not a number of units being proposed. He explained the developer is required under the Village Code to theorize the absolute maximum.

*North Palm Beach Motion*

Mr. Haigh motioned to recommend approval of the Master Plan with modification to the staff conditions (as listed below), seconded by Mr. Hicks. The **motion passed** unanimously (7-0).

- Improvement to Palmetto Drive should follow County guidance;
- 15 percent greenspace requirement for all public-accessible rooftop spaces;
- Minimum tree size of 24 feet for street trees in the development, with a proposal for urban root space solutions;
- Clarify this is a Master Plan only without any entitlements being conveyed as represented on the latest exhibits, specifically heights, densities, and areas of development listed.

*Lake Park Motion*

Mr. Rodriguez motioned to agree with the motion as passed, seconded by Ms. Clark. The **motion passed** (4-1). Vice Chair Buechele voted no.

**6. BOARD COMMENTS**

None.

**7. ADJOURNMENT**

With no further business before the Board, Chair Cross adjourned the meeting at 9:54 p.m.

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

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Leonard G. Rubin, Village Attorney  
DATE: June 13, 2024  
SUBJECT: **ORDINANCE 1st Reading** – Adoption of Ordinance Prohibiting Smoking in Village Parks and Recreation Areas

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Prior to 2022, the regulation of smoking was expressly preempted to the State. During the 2022 legislative session, the Florida Legislature amended Section 386.209, Florida Statutes, to expressly allow counties and municipalities to “restrict smoking within the boundaries of any public beaches and public parks that they own, except they may not further restrict the smoking of unfiltered cigars.” Additionally, while a municipality may restrict smoking within the boundaries of public beaches and public parks within its jurisdiction that are owned by the county, the preemption was not lifted for state-owned parks and beaches.

Based on the suggestion of former Councilmember Marcus, the Village Council directed this office to prepare an Ordinance banning smoking in Village parks in the same manner as the City of Delray Beach. To that end, the attached Ordinance amends Chapter 20, “Parks, Playgrounds, and Recreation,” of the Village Code by adopting a new Section 20-12 to read as follows:

**Sec. 20-12. Smoking prohibited.**

It shall be unlawful for any person to smoke within the limits of any village park or recreational area, excluding the North Palm Beach Country Club. For the purposes of this section, smoking shall mean inhaling, exhaling, burning, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco and any other lighted tobacco product with the exception of unfiltered cigars.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

There is no immediate fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration on first reading of the attached Ordinance prohibiting the smoking of lighted tobacco products (with the exception of unfiltered cigars) in Village park and recreational areas in accordance with Village policies and procedures.**



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

5 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in  
6 conflict herewith are hereby repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall take effect immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
13 2024.  
14

15  
16 (Village Seal)

\_\_\_\_\_

MAYOR

17  
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19  
20 ATTEST:  
21

22 \_\_\_\_\_  
23 VILLAGE CLERK  
24

25  
26 APPROVED AS TO FORM AND  
27 LEGAL SUFFICIENCY:  
28

29 \_\_\_\_\_  
30 VILLAGE ATTORNEY

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

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Leonard G. Rubin, Village Attorney  
DATE: June 13, 2024  
SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Adopting a new Section 1-12 of the Village Code to authorize publication of legal notices on the County's website.

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During its 2022 session, the Florida Legislature adopted Section 50.0311, Florida Statutes, allowing municipalities to publish advertisements and legal notices on the county's publicly accessible website in lieu of publication in a newspaper of general circulation.

The Village has executed the necessary agreements with Palm Beach County to utilize its website for the publication of legal notices. Additionally, as required by Section 50.0311(6), Florida Statutes, the Village will publish a notice in a newspaper of general circulation indicating that property owners and residents may receive legally required advertisements and public notices from the Village by first-class mail or e-mail upon registering their name and address or e-mail address with the Village. The Village is required to maintain a registry of such names and addresses, as well as publish the required notice in a newspaper of general circulation at least once per year. A link to the advertisements and public notices must be "conspicuously placed" on the Village's website.

A number of Village Code provisions require publication in a newspaper of general circulation, such as publication of election notices and publication of hearing notices for various types of development applications. The attached Ordinance amends Chapter 1, "General Provisions," of the Village Code by adopting a new Section 1-12 to read as follows:

**Sec. 1-12. Electronic publication of notices.**

Wherever this code, including the provisions of chapter 45 (appendix C), requires publication of a notice in a newspaper of general circulation, the publication requirement shall be satisfied by posting such notice on the county's publicly accessible website in accordance with the requirements of F.S. §50.0311.

The adoption of this Ordinance allows the Village to publish notices on the County's website in lieu of the newspaper, resulting in a significant cost savings to the Village. Residents may still request that they be provided a copy of the notice by first-class mail or e-mail.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency. At its May 23, 2024 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.

There is no fiscal impact (will result in a cost savings).

**Recommendation:**

**Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance adopting a new Section 1-12 of the Village Code to authorize publication of legal notices on the County's website in accordance with Village policies and procedures.**



1 Section 6. This Ordinance shall be effective immediately upon adoption.

2  
3 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

4  
5 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
6 2024.

7  
8  
9 (Village Seal) \_\_\_\_\_  
10 MAYOR

11  
12 ATTEST:  
13  
14 \_\_\_\_\_  
15 VILLAGE CLERK

16  
17 APPROVED AS TO FORM AND  
18 LEGAL SUFFICIENCY:  
19  
20 \_\_\_\_\_  
21 VILLAGE ATTORNEY

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23

**VILLAGE OF NORTH PALM BEACH  
LEISURE SERVICES**

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TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: June 13, 2024

SUBJECT: **RESOLUTION** – Accepting a proposal from HMF Commerce, LLC to provide Ice Vending Machine Services at Anchorage Park and authorizing the Mayor and Village Clerk to execute a Contract for such services.

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**Background:**

On March 27, 2024, the Village issued an RFP for Ice Vending Machine Services.

The following firm submitted its proposal on April 23, 2024:

- HMF Commerce, LLC

A Selection Committee consisting of Leisure Services Director Zak Sherman, Administrative Coordinator Becky Ring, and Recreation Supervisor Jimmy Lovett reviewed the proposal on May 7, 2024 and ranked the bidder(s) as follows:

Rank	Vendor	Total Score
1	HMF Commerce, LLC	204

Scoring was based on firm qualifications, project approach, price proposal, references, and local preference.

Based upon the rankings, the Selection Committee agreed to move forward with HMF Commerce, LLC contingent upon negotiations concerning the monthly licensing fee. As HMF Commerce, LLC was the sole bidder, staff met with the company’s representative on May 14, 2024, to discuss the proposal. The discussions were fruitful, resulting in an agreement on a monthly licensing fee of \$150. Additionally, HMF Commerce, LLC will provide free ice for no more than 10 Village events per year, strictly for staff use only.

**Contract Terms:**

The initial term of this contract will be for an initial three (3) year period, with an option to renew for two (2) additional one-year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements. For the initial three-year term, the price per bag of ice will not exceed \$4.50, and the price of filtered water will be no more than \$0.35 per gallon.

**Scope of Work:**

HMF Commerce, LLC will acquire an Everest Ice 8 Water vending machine, which can dispense up to 100 20-pound bags of ice daily. It will be located adjacent to the boat ramp, next to the pavilion on the north side. The company is aware that it is responsible for the site preparation requirements, including the installation of a 95 by 90.5-inch slab and the required electrical and on-site water supply connections. The Village’s contractors will perform this work, with HMF Commerce, LLC bearing the costs. To further beautify the site, the addition of flowers or other vegetation will be incorporated.

HMF Commerce, LLC will undertake initial water testing at a local lab upon setup and conduct subsequent testing as required. For customer convenience, refunds can be managed remotely through a phone number displayed on the machine, ensuring prompt customer service. Marketing efforts include mentions in the E-Newsletter and Monthly Print Newsletter, as well as any signage allowable by permit.

**Fiscal Impacts:**

The Village will receive \$150 per month under the licensing agreement. Additionally, HMF Commerce, LLC will provide free ice for no more than 10 Village events per year, strictly for staff use only.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Parks and Recreation	A2128-08980	Commissions-Vending Mach.	\$1,800 per year

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from HMF Commerce, LLC to provide Ice Vending Machine Services at Anchorage Park and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.**

## RESOLUTION 2024-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL OF HMF COMMERCE, LLC TO PROVIDE ICE VENDING MACHINE SERVICES AT ANCHORAGE PARK AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued Request for Proposals for Ice Machine Vending Services at Anchorage Park; and

WHEREAS, Village Staff recommended accepting the sole proposal submitted by HMF Commerce, LLC; and

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

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

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

Section 2. The Village Council hereby accepts the proposal submitted by HMF Commerce, LLC for ice machine vending services at Anchorage Park. The Village Council further authorizes and directs the Mayor and Village Clerk to execute a Contract with HMF Commerce, LLC to perform such services, a copy of which is attached hereto and incorporated herein. The Contract shall generate an annual licensing fee of \$1,800.00, payable to Account No. A2128-08980 (Parks and Recreation – Commissions/Vending Machine).

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **CONTRACT**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and HMF COMMERCE, LLC, a Florida limited liability company, hereinafter referred to as VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Ice Vending Machine Services** pursuant to the terms and conditions of this Contract.

### **SECTION 1: SCOPE OF SERVICES OF THE VENDOR.**

The Scope of Work is for **Ice Vending Machine Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, both of which are incorporated herein by reference as if fully set forth herein.

### **SECTION 2: TERM OF CONTRACT.**

A. This Contract shall become effective upon execution by both parties and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages. For the initial three-year term, VENDOR shall charge no more than \$4.50 per twenty-pound bag of ice, and the price of filtered water shall not exceed thirty-five cents (\$0.35) per gallon. VENDOR may request an increase in pricing during the renewal terms as set forth in the RFP.

### **SECTION 3: VILLAGE'S REPRESENTATIVE.**

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

### **SECTION 4: LICENSE FEE AND COST OF IMPROVEMENTS.**

A. VENDOR agrees to pay to the VILLAGE a monthly license fee in the amount of \$150.00 and provide free ice for no more than ten (10) VILLAGE events per year, in addition to other benefits to the VILLAGE as set forth in the RFP and VENDOR's Proposal. Payments shall be due in advance of each month and shall include all applicable taxes.

B. The VILLAGE shall provide the required concrete pad and plumbing and electrical connections required for the ice vending machine, with VENDOR bearing the costs of these required improvements. The VILLAGE shall invoice VENDOR for the actual costs incurred, and VENDOR

shall be required to remit payment in full prior to commencing ice machine vending services.

**SECTION 5: INDEMNIFICATION.**

A. VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees in the performance of services under this Contract.

B. VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants, or employees are alleged to be liable.

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

**SECTION 6: PERSONNEL.**

A. VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

**SECTION 7: TERMINATION.**

This Contract may be cancelled by VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice.

**SECTION 8: FEDERAL AND STATE TAX.**

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

**SECTION 9: INSURANCE.**

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

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

C. All insurance, other than Worker's Compensation, to be maintained by VENDOR shall specifically include the VILLAGE as an Additional Insured.

**SECTION 10: SUCCESSORS AND ASSIGNS.**

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

**SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.**

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

**SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.**

VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to VENDOR'S sole direction, supervision, and control. VENDOR shall exercise control over the means

and manner in which it and its employees perform the Services.

**SECTION 13: ACCESS AND AUDITS.**

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

**SECTION 14: NONDISCRIMINATION.**

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

**SECTION 15: ENFORCEMENT COSTS.**

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

**SECTION 16: SEVERABILITY.**

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

**SECTION 17: PUBLIC ENTITY CRIMES.**

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub- VENDOR or VENDOR 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

**SECTION 18: PROTECTION OF WORK AND PROPERTY.**

A. VENDOR shall continuously maintain adequate protection of all work from damage, and

shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, VENDOR shall provide any necessary materials to maintain such protection.

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

**SECTION 19: COMPLIANCE WITH LAWS.**

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all applicable federal, state, and local laws, ordinances and regulations, specifically including the VILLAGE's sign regulations.

**SECTION 20: NOTICE.**

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

Village of North Palm Beach  
Village Manager  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to VENDOR shall be mailed to:

HMF Commerce, LLC  
Attn: Dan Fillmore, Project Manager  
236 Castlewood Drive, Suite 207  
North Palm Beach, FL 33408

**SECTION 21: ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Qualifications and VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

**SECTION 22: WAIVER.**

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

**SECTION 23: PREPARATION.**

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

**SECTION 24: SURVIVABILITY.**

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

**SECTION 25: WAIVER OF SUBROGATION.**

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

**SECTION 26: INSPECTOR GENERAL.**

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

**SECTION 27: ADDITIONAL SERVICES;**

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

**SECTION 28: PUBLIC RECORDS.**

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

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

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

**SECTION 29. PROHIBITION AGAINST CONTINGENT FEES.**

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

**SECTION 30. E-VERIFY.**

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR 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 VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with the subcontractor.

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

**VENDOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
SUSAN BICKEL, MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
VILLAGE ATTORNEY

**REQUEST FOR PROPOSALS FOR**  
**Ice Vending Machine Services**



**VILLAGE OF NORTH PALM BEACH**  
**501 U.S. HIGHWAY ONE**  
**NORTH PALM BEACH, FLORIDA 33408-4906**

**ADVERTISEMENT, INSTRUCTIONS FOR**  
**SPECIFICATIONS, PROPOSAL FORMS**

## **ADVERTISEMENT**

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida (“Village”), is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for Ice Vending Machine Services, with submissions accepted until **3:00 P.M. EST on April 23, 2024**, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

### **CONTRACT TERM**

The initial term of this contract shall be for an initial three (3) year period, with an option to renew for two (2) additional one (1) year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements.

The complete Request for Proposals, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, DemandStar or from the Village website at [www.village-npb.org](http://www.village-npb.org).

Proposals shall be submitted with an original and three (3) copies and one (1) electronic copy in sealed envelopes/packages addressed to Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked “**SEALED PROPOSAL – ICE VENDING MACHINE SERVICES.**” The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Zakariya M. Sherman,

Director of Leisure Services

[zsherman@village-npb.org](mailto:zsherman@village-npb.org)

Publish: Palm Beach Post

Date: March 27, 2024

Publish: DemandStar

Date: March 27, 2024

# **REQUEST FOR PROPOSALS FOR ICE VENDING MACHINE SERVICES**

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida (“Village”) is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for Ice Vending Machine Services, with submissions accepted until 3:00 P.M. EST on April 23, 2024, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

2. PREPARATION OF PROPOSAL:

This Request for Proposals (“RFP”) provides the complete set of terms and conditions, specifications and proposal forms for the required goods and services. The specifications are attached hereto and incorporated by reference as Exhibit “A.” The following forms are attached hereto and incorporated herein by reference:

Scope of Work/Specifications	Exhibit “A”
Proposer’s Acknowledgement	Exhibit “B”
Vending Services Proposal Form	Exhibit “C”
Public Entity Crimes Statement	Exhibit “D”
Scrutinized Vendor Certification	Exhibit “E”
Confirmation of Drug Free Workplace	Exhibit “F”
Standard Village Contract	Exhibit “G”

This RFP is available for review and printing from the Village’s web site: [www.village-npb.org](http://www.village-npb.org) or from [DemandStar](#).

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer’s sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, three (3) copies and one (1) electronic copy, along with other required information (as stated in Section 9 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state **“ICE VENDING MACHINE SERVICES”** and contain the proposer’s name, return address, title of the proposal, and the date

and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP must be submitted to **Zakariya Sherman** by e-mail to [zsherman@village-npb.org](mailto:zsherman@village-npb.org) no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on Demand Star for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. PROPOSAL EVALUATION AND AWARD:

On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, such delay is considered to be in the Village's best interests.

The Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the proposal for the required goods and services. The resulting contract shall be awarded to the responsible Proposer that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance, and such other abilities of the proposer that the Village in its sole discretion determines will enable the Proposer to perform effectively and efficiently. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities and to reject any or all proposals. The Village further reserves the right, in its sole discretion, to award a contract to the Proposer whose proposal best serves the interests of the Village.

The selected proposer will be required to execute a contract with the Village substantially in the form attached hereto as Exhibit G.

**The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFP or any part of this RFP. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.**

4. INSURANCE REQUIREMENTS:

The selected Proposer shall be required to carry and maintain the following insurance coverages through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

- A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$1,000,000 in the general aggregate for bodily injury and property damage and \$1,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.
- B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.
- C. The Proposer shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES:

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

6. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFP as Exhibit "D."

7. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all proposals and information submitted with each proposal become “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (“Public Records Law”). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

8. PROPOSER’S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- A. The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The proposal constitutes an offer to the Village, which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- C. The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity of any kind to any employee of the Village in connection with this RFP;
- D. The proposer has not divulged or discussed its proposal with other proposers;
- E. The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- F. The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFP;
- G. The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- H. The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- I. Proposer certifies that neither Proposer nor any of Proposer’s principals have been convicted of a felony or any crime involving fraud.
- J. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.

- K. No member of the proposer’s ownership, management or staff has any vested interest in or employment relationship with the Village; and
- L. All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

9. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. For detailed information on the requirements and evaluation criteria specific to this RFP, please consult the Scope of Work/Specifications outlined in RFP Exhibit “A”. The criteria for evaluation can be found on pages 14 to 16, which will assist you in the preparation of your proposal. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

A. **Cover Letter of Transmittal (no more than two pages).**

The cover letter will summarize in a brief and concise statement the proposer’s qualifications, how it is organized, and its relevant experience. Please refer to “Firm Qualifications” on page 14 to ensure that all relevant and pertinent information is included. Minimum qualifications should be stated and must include:

- (1) A statement that the proposer is licensed in the State of Florida and qualified to provide all services requested under this RFP;
- (2) A statement that if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States; and
- (3) A statement that the proposer is able and will provide the required insurance as stated herein if selected by the Village Council.

The Cover Letter should also identify the Project manager for the proposer. An official authorized to bind the proposer and execute a contract must sign the letter of transmittal. The following proposal forms should be attached to the Cover Letter:

Proposer’s Acknowledgement	Exhibit “B”
Proposal Form	Exhibit “C”
Public Entity Crimes Statement	Exhibit “D”
Scrutinized Vendor Certification	Exhibit “E”
Confirmation of Drug Free Workplace	Exhibit “F”

B. **Additional Information.**

- (1) **Project Approach:** Provide a concise description of how you plan to fulfill the technical, equipment, service, and management requirements as detailed in the Scope of Work/Specifications, including your approach to offering free ice for special

events. Include details about the proposed ice vending machine, such as type, model, specifications, and visual brochures. Also, present a summarized implementation schedule outlining the final report date, key milestones, and delivery timelines. Mention any assumptions involved in this planning. Finally, confirm your capability to start promptly with minimal notice and propose any viable procedural or technical enhancements to the Scope of Services.

- (2) **Price Proposal:** Provide a list of vending items with fixed prices for the initial three-year term and your refund policy. Also, include a proposal for the monthly license fee to the Village, with a justification based on the provided value. You may offer additional incentives, like event participation or environmental initiatives, clearly outlining these benefits to the Village.
- (3) **Proposer's References:** List references and prior experience; preferably with other municipalities or local governments, in the last 3–5-year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)
- (4) **Proposer's Location Relative to the Village:** Provide a brief statement confirming if your main office or distribution point is located within Palm Beach County, along with its street address.
- (5) **Conflict of Interest Disclosure.**

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

10. CONE OF SILENCE:

This Request for proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFP entered into in violation of the cone of silence provisions shall render the transaction voidable.

11. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is responsible. Further, the Village may not give a preference to a proposer based on the proposer's social, political, or ideological interests.

**RFP EXHIBIT “A”**  
**SCOPE OF WORK/SPECIFICATIONS**

1. **IN GENERAL:**

The Village of North Palm Beach is seeking qualified firms or persons to furnish, install, operate, maintain, and provide Ice Vending Machine Services at the Anchorage Park Marina. The Anchorage Park Marina is located at 603 Anchorage Drive, North Palm Beach, Florida, 33408.

**A. BACKGROUND:**

The Village of North Palm Beach is located on the sunny east coast of Florida, nine (9) miles north of West Palm Beach in Palm Beach County. The land area of the Village is approximately 5.8 square miles. The Village has an abundant amount of waterfront property created by a number of lakes, canals, and the Atlantic Ocean. Additionally, with such advantages as warm weather, sunshine, golf, ocean fishing, boating, sandy beaches and balmy breezes, the Village has much to offer enthusiastic people whether they are raising families or are looking to retire.

Anchorage Park, located at 603 Anchorage Drive, is a vibrant and diverse recreational area in the Village of North Palm Beach. It offers a multitude of facilities catering to a wide array of interests and activities. The park features a multi-purpose building that serves various community functions and events. For families and children, there is a dedicated playground area, which provides a safe and enjoyable space for kids to play. Pet owners can take advantage of the three dog parks, where their furry friends can roam and play in a controlled environment.

Sports enthusiasts have plenty to enjoy at Anchorage Park. It houses two tennis courts that are also lined for pickleball, offering a versatile space for enthusiasts of both sports, a large open field grassy area suitable for various outdoor activities, and a baseball field for both casual and competitive play. Additionally, the park boasts four sand volleyball courts that are lighted, allowing for evening games and activities.

For those who prefer a more relaxed pace, Anchorage Park offers several picnic areas for leisurely outdoor meals. Nine gazebos are scattered throughout the park, providing shaded spots for rest and relaxation. Furthermore, the park caters to fishing enthusiasts with its two fishing piers, where locals and visitors alike can enjoy a peaceful day of fishing.

The park also includes a walking/jogging trail for those who enjoy outdoor exercise. This trail offers a scenic route for walkers, joggers, and runners to stay active while enjoying the natural beauty of the area. Convenient restrooms are available throughout the park, ensuring comfort for all visitors.

For boating enthusiasts, Anchorage Park is particularly appealing. It features a dry storage area, wet slips, a boat wash, and a boat ramp, making it an ideal location for boat owners and those who enjoy water activities. These facilities provide essential services for the maintenance and enjoyment of boating in the beautiful waters surrounding the Village of North Palm Beach.

**B. COMPANY STRUCTURE**

The proposer will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships,

as they relate to this RFP.

**C. EXPERIENCE:**

The successful proposer shall have a minimum of three (3) years of vending, concessions, restaurant, or store management experience and supervision.

**D. REFERENCES:**

List references and prior experience; preferably with other municipalities or local governments, in the last 3–5-year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)

**E. TERM OF CONTRACT:**

The initial term of this contract shall be for an initial three (3) year period, with an option to renew for two (2) additional one (1) year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements, unless earlier terminated in accordance with Section 7 of Standard Village Contract. Any variation to the terms and conditions set forth herein shall be in writing and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

**F. AWARD:**

Award of this contract shall be to the proposer who best meets the terms and conditions of the RFP, emphasizing a commission structure that offers the Village the best balance of low cost and high value. Consideration of award shall be based on the information submitted, including the proposer's past performance and client references. Each proposer is required to ensure its bid proposal is comprehensive, includes all requested information in the RFP, and represents its best offer. Proposers are strongly encouraged to visit and inspect the Anchorage Park Marina for a detailed evaluation of the site before submitting their bids.

**G. LICENSE:**

The Village shall grant to the successful proposer the non-exclusive right to provide vending machine services as contemplated herein. The successful proposer shall be responsible for the payment of a monthly licensing fee to the Village.

**H. PRICING:**

As part of this RFP, the proposer shall submit a proposed list of items that will be sold in the vending machines with each respective item's proposed pricing. The proposed pricing shall remain fixed for the initial three-year term of the contract. Any request for price adjustments for the subsequent one-year renewal periods must be submitted to the Leisure Services Director at least sixty (60) days prior to each renewal period. These requests will be reviewed and considered on an annual basis, aligned with the contract's anniversary. Justification is required for any proposed price changes, and adjustments, if approved, will only take effect at the start of each renewal year.

**I. REFUND POLICY:**

The Village requires that each proposer submit its refund policy in writing. Ideally, the awarded contractor will have a refund website/email address and/or or phone number posted on the machines, where patrons can request a refund rather than contacting Village staff. The machine must be labeled, identifying the appropriate point of contact for refunds. Label must include location of the refund office. Proposer shall respond to refund requests within 24-48 hours.

**J. TECHNICAL REQUIREMENTS:**

Ice shall be manufactured, processed, and packaged using methods that preclude contamination of the ice.

Air used for water agitation shall be filtered or otherwise treated to render it free of oil, dust, dirt, insects, and extraneous material.

Only potable water from an approved source shall be used to manufacture ice intended for human consumption.

The installation and operation of the ice vending machine shall meet all applicable outdoor building, plumbing, electrical, and safety code requirements.

The surface beneath the ice vending machine must be smooth, nonabsorbent, simple to clean, and maintained in a clean, vermin-free state.

The ice vending machine must have good drainage to stop water from pooling inside or around it.

A proper system for disposing of wastewater and cleaning chemicals must be in place. This includes water from cleaning the machine and its base, sanitizing the ice bin, and handwashing. All wastewater must be to a Village-approved disposal system.

The ice machine shall include an RP backflow prevention device on the supply side of the unit water filter, as required by law.

Surfaces of the ice machine that touch ice or water for making ice must be smooth, nonabsorbent, safe, long-lasting, and easy to clean. They should be made from materials that do not rust, be free from non-food grade lubricants, gears, bearings, and welds, and be able to handle frequent washing and sanitizing. These surfaces must also meet the 2022 U.S. FDA Food Code standards for parts like delivery tubes and chutes used in dispensing ice.

Surfaces of the ice machine that are not intended to come in contact with ice or water shall be constructed of corrosion-resistant, nonabsorbent, easily cleanable, and smooth material, suitable for the outdoor environment.

Once each calendar quarter, microbiological analysis shall be conducted on the ice product, with proof of negative results provided as required. Proposer shall maintain records of such analyses and make the records available to the Village when received and upon request.

## **K. EQUIPMENT REQUIREMENTS– VENDING**

Proposer shall be solely responsible for furnishing, installing, stocking, securing, servicing, and maintaining commercial-grade, automatic ice vending machines, at no cost to the Village. This equipment, which must be new at the time of installation and maintained in 'like-new' condition throughout the duration of the initial contract or any renewals, shall remain the sole property and responsibility of the proposer. The Village shall have the final say on the suitability of all equipment. All vending machines shall be capable of accepting coins and bills and must support cashless vending options such as debit and credit card readers. These services will be located in designated, unattended outdoor areas of Anchorage Park, as mutually agreed upon by both the Village and the proposer. The proposer is responsible for ensuring these machines are operational and accessible 24 hours a day, 365 days a year.

Each proposer shall include a list indicating the type and model proposed and illustrated brochures with his/her proposal. The Village reserves the right to negotiate and approve the type/model of equipment to be installed.

The vending machines provided must be of adequate size and capacity to maintain full and uninterrupted service.

All electrically operated vending machines furnished hereunder shall be equipped to provide thermal overload protection. In addition, all machines furnished hereunder shall be equipped with all necessary safety devices which shall be maintained in an operating condition at all times.

The Village shall not be responsible for any damage, theft or disappearance or for break-in, burglary, or power failure due to hurricane, electrical storm, or any act of God. The Proposer shall be responsible for all slugs (counterfeit monies) and cash shortages.

Decals in a form acceptable to Village shall be affixed to all equipment providing refund, service request, unit number and comment information.

All instances of damage, theft and/or vandalism shall be reported to the Village Police Department or alternate designee within 24 hours of the incident.

The successful proposer must initiate a preventative maintenance program to minimize breakdown. Machines will be maintained on a regular schedule for painting and refurbishing as proposer deems necessary or sooner if requested by the Village representative.

The vending machines as described are to remain the sole property of the proposer, and the proposer shall be financially responsible for obtaining and properly displaying all required insurance permits, licenses, and bonding to comply with pertinent health, local board, regulations, and municipal, state, and federal laws. Further, the proposer shall assume liability for all applicable taxes, including but not restricted to sales, property, and beverages. The Village shall not be responsible for paying fees, taxes or other charges of any kind outside the scope of this contract.

Proposer shall be solely responsible to provide a copy of their respective business licenses as required for the vending operations described herein. Copies of any required licenses shall be provided to Village annually.

Equipment shall be new and in superb condition. The Village retains the right to refuse any piece of equipment for any reason. Installed equipment must be of an energy efficient design, have industry standard safety features, a positive vend sensor and be UL listed.

Proposer shall coordinate with the Village to appropriately schedule the installation of equipment to accommodate the park schedule and any transitional requirements. Installation of the unit must be per manufacturer standards and in accordance with the Florida Building Code (FBC). Proposer is responsible to obtain all applicable permits (the Village will not waive any fees) and provide a clean bacterial report to the Village for review and acceptance prior to starting operation of the service.

Proposer shall bear all responsibilities for any improvements required to facilitate the installation of vending machines. This encompasses all expenses related to the installation, operation, repair, and ongoing maintenance of the Ice Vending Machines. The Proposer may be required to reimburse the Village for estimated electrical and water usage charges. The Village is not responsible for any product loss or damage due to any power outage, regardless of the cause.

Proposer shall be solely responsible for the immediate removal from the Park premises of any debris, packaging cartons, etc., resulting from the initial installation process as well as from subsequent repair/replacement processes of installed equipment. Proposer shall also be responsible for pre-cleaning, as necessary, any areas designated for installation.

#### **L. SERVICE REQUIREMENTS:**

The machine should be pulled out and cleaned behind and under at least two times per year.

All services and equipment must comply with the regulations of the Health Department and/or such other governmental agencies having authority in this area.

The proposer must conduct its machine operations in an orderly manner so as not to disturb, annoy, or be offensive to park users.

Proposer will ensure that no condition constituting a nuisance or hazard to public health or safety will at any time exist with respect to any of its equipment or products. Proposer's operation must be maintained as to provide an aesthetically pleasing appearance and shall not be detrimental to the immediate surroundings.

Proposer will be mindful of litter associated with the Ice Vending Machines and make a conscious effort to keep consumables, such as plastic bags and twist ties contained. Proposer will work with Village staff to monitor and prevent excessive litter.

Proposer must check for expired or deficient product each visit. If expired or deficient product is found, it must be removed and documented.

Proposer shall clean/sanitize and maintain installed equipment, changers, vending card readers and related components in good working order and shall be solely responsible for the expert maintenance and repair of equipment.

Proposer should provide a comprehensive schedule of preventative maintenance to be followed during the term of an awarded agreement by which mechanical disruptions to vending efficiency shall be kept to a minimum.

Proposer will ensure, at its own expense, that the Ice Vending Machines are repaired promptly, refurbished regularly, and maintained in good condition and with the same appearance as at the time of initial approval by the Village. Proposer acknowledges that, in addition to normal wear and tear, its Ice Vending Machines will be exposed to extreme environmental conditions. Proposer assumes all risks and expenses associated with maintaining its vending machines as required.

Proposer shall remove and replace equipment that experiences repeat problems to ensure the highest possible customer satisfaction.

Proposer is required to provide, at no additional cost to the Village, free ice for designated Village recreation events. These events include, but are not limited to, Arbor Day, Hot Cars & Chili, Movie in the Park, Beats & Eats, Garage Sale, Easter Egg Hunts, Art Show, Earth Day, Trivia Night, Anchorage Aweigh Fishing Tournament, Touch-A-Truck, Halloween Festival, and similar community events. This requirement underscores the proposer's commitment to community engagement and support.

#### **M. MANAGEMENT REQUIREMENTS:**

It is expected that the successful proposer will have a route supervisor or marketing representative conduct on site visits/inspections at least monthly for quality assurance purposes. It is required that the successful proposer designate a management representative to be the Village/Park point of contact with the company. This representative is also expected to schedule a bi-annual visit with the Village to review performance and goals.

Proposer shall provide adequate and expert managerial and administrative supervision and oversight of its machine and its operation.

Proposer shall not subcontract, in whole or in part, any services or rights granted under this agreement without the written consent of the Village.

Employees of the proposer shall abide by applicable Village policies and procedures while on Village property.

Any addition, substitution, removal or relocation of the ice vending machine or any peripheral equipment shall not be undertaken by proposer without prior written approval of the Village.

Proposer shall bear any and all losses sustained due to the theft of monies, products and/or damage to its equipment while housed at the Village Marina.

Proposer will be responsible for all damage to Village property caused by the proposer, its employees, or its agents. Any such damage shall be promptly corrected at the expense of the proposer.

Proposer shall not use the name or any logos of the Village in connection with any activities not covered by this RFP, or in any marketing or promotional activity, without the prior written consent of the Village.

Proposer must receive approval from the Village for any plans involving modifications, physical improvements, signage, or additional fixtures in the vending area before these changes are implemented.

Advertising signs shall not be displayed except for identification signs approved by the Village for size, wording, and number in accordance with the applicable Village Ordinances, unless expressly permitted in writing by the Village. No inflatable/electric signs are to be used.

Proposer shall not be permitted to use the ice vending area for any purpose other than the selling of ice, and the proposer shall conduct business as to render a service to the public in a dignified manner with no pressure, coercion, persuasion, or hawking done by the proposer in an attempt to influence the public to purchase their products.

Proposer shall assume all risks incident to or in connection with the use and service to be conducted hereunder and shall solely be responsible for all accidents or injuries of whatsoever nature to the person or property caused by its operation of the concession provided herein. Proposer hereby agrees to indemnify, defend, and save harmless the Village and its respective agents, officials, employees, and representatives from any and all claims of liability for damages by or in connection with any activities conducted pursuant to this Agreement. Village assumes no responsibility whatsoever for any property located on the premises and Village is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by any reason of the occupancy under this Agreement.

Proposer, in accordance with the terms of the licensing agreement with the Village, hereby acknowledges and agrees that they shall not be considered, nor act as, an agent of the Village in any capacity. The Village is not responsible for the collection of any moneys owed to the proposer.

**2. RFP SUBMITTAL SCORING:**

Proposals will be evaluated in accordance with weighted criteria listed below:

<b>Evaluation Criteria – Scoring Guide</b>	<b>Points Range</b>
Firm Qualifications. Management, Supervisory and Staff Experience.	0 – 20
Project Approach to the Technical Requirements, Equipment Requirements, Service Requirements, and Management Requirements as Outlined in the Scope of Work.	0 - 40
Price Proposal. Cost/Pricing for Goods and Services. Refund Policy. Proposed monthly License fee to Village. Other Proposed Incentives that Proposer is willing to offer to Village.	0 - 30
References	0 - 5
Local Preference	0 - 5

<b>Total Maximum Points</b>
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<b>100</b>
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All complete proposals received will be reviewed by an evaluation committee of members of Village Staff. The criteria will guide the committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Shortlisted proposals will be selected for an interview prior to a recommendation being presented to the Village Council. The Successful Proposer shall be required to execute a Village contract covering the scope of services to be provided and setting forth the duties, rights, and responsibilities of the parties. The successful Proposer prior to recommendation of award and presentation to the Village Council must execute this contract.

See below for additional detail concerning the Evaluation Criteria.

**A. Firm Qualifications** (Points Range 0 – 20)

- This section of the proposal should outline key details about the firm, including its size, range of activities, and types of business ventures. It should also detail the firm's legal structure and, for corporations, the state of incorporation. The main office location for contact during the contract and an organizational chart, highlighting relevant reporting relationships for this RFP, should be included as well.
- This section must also identify the contact person who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.
- Qualified Proposers shall have a minimum of three (3) years of experience in vending, concessions, restaurant, or store management and must detail this experience in their proposal, also explaining how their past work and expertise will specifically contribute to the success of this project.

**B. Project Approach** (Points Range 0 – 40)

- Proposers shall include a detailed explanation of their approach and strategies for meeting all technical, equipment, service, and management requirements as specified in the scope of work, pages 8-13. This includes providing a clear acknowledgment of the requirement to provide, at no additional cost to the Village, free ice for special events.
- This section shall also outline the type and model of ice vending machine proposed and include specs with illustrated brochures.
- Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables.
- Identify any assumptions used in developing the schedule.
- Include a statement indicating ability to begin work with minimum notice. Proposer may also

propose procedural or technical enhancements/innovations to the Scope of Services, which do not materially deviate from the objectives or required content of the scope of services.

**C. Price Proposal (Points Range 0 – 30)**

- Proposers shall submit a list of vending items with fixed proposed pricing for the initial three-year contract term.
- Proposers shall provide a copy of their written refund policy.
- Proposers shall submit a detailed proposal for the monthly license fee to be paid to the Village for the duration of the contract. This proposal should include a justification for the fee amount, considering the value offered to the Village and its residents.
- Proposers are encouraged to include any additional incentives or benefits they are willing to offer to the Village. These could include, but are not limited to, participation and/or sponsorships of Village recreation events, contributions to Village-led projects, or initiatives focused on environmental sustainability in park areas. Details of such incentives should be clearly outlined, demonstrating the proposer's commitment to adding value to the Village community beyond the basic contract requirements.

**D. References (Points Range 0 – 5)**

- The proposer shall submit a list of references and previous experiences, preferably with projects for municipalities or similar clients in the past 3-5 years. These references should match the type and size of the proposed project. For each reference, include the organization's name and address, contact person's name and phone number, completion date of the project, and the contract value.

**E. Local Preference (5 Points)**

- The Village shall grant a preference in the amount of five (5) points to proposers who have a fixed office or distribution point located in and having a street address within Palm Beach County.

**Tentative RFP Schedule (*subject to change at the discretion of the Village*):**

March 27, 2024	Public Advertisement of RFP
April 23, 2024	Proposals due by 3:00 PM
Early May, 2024	Evaluation Committee Review of Proposals (Step 1)
End of May 2024	Evaluation Committee Interviews (Step 2)
June, 2024	Contract Recommendation to Council (Step 3)

**RFP EXHIBIT "B"**  
**PROPOSER'S ACKNOWLEDGEMENT**

**SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR PROPOSAL TO:**

Village of North Palm Beach  
Village Clerk's Office  
501 U.S. Highway One,  
North Palm Beach, FL 33408

**RFP TITLE: Ice Vending Machine Services**

Proposal must be received **PRIOR TO 3:00 P.M. on April 23, 2024**, at which time proposals will be opened.

Proposer's Name: \_\_\_\_\_  
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact representative: \_\_\_\_\_

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Ice Vending Machine Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 8 of the RFP.

**PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT**

\_\_\_\_\_  
Authorized Representative's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Name \_\_\_\_\_  
Position

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RFP EXHIBIT "C"**  
**VENDING SERVICES PROPOSAL FORM**

Name of Proposer: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**A. Price Proposal**

**1. Vending Items Pricing**

*Please list vending items with fixed proposed pricing for the initial three-year contract term.*

ITEM NO.	ITEM DESCRIPTION	PROPOSED PRICE PER ITEM FOR THE INITIAL 3-YEAR TERM
1.	Ice	
2.		
3.		

**2. Refund Policy**

*Please attach a copy of your written refund policy or write it here legibly.*

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**3. Monthly License Fee Proposal**

*Please provide a detailed proposal for the monthly license fee on the lines below, including a justification for the fee amount considering the value offered to the Village and its residents.*

DESCRIPTION	MONTHLY LICENSE FEE
Proposed Monthly Fee to be Paid to the Village	\$ _____

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#### 4. Additional Incentives or Benefits

*Proposers are encouraged to offer additional incentives or benefits to the Village. These could include participation or sponsorships of Village recreation events, contributions to Village-led projects, or environmental sustainability initiatives in park areas.*

*Please detail any additional incentives or benefits on the lines below, demonstrating your commitment to adding value to the Village community.*

<b>DESCRIPTION OF INCENTIVE/BENEFIT AND DETAILED EXPLANATION</b>
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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "D"**  
**PUBLIC ENTITY CRIMES STATEMENT**  
**UNDER § 287.133, FLORIDA STATUTES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 person or a 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 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. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. 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 charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ 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 charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ 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 charged with and convicted of a public entity crime subsequent to July 1, 1989. 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 convicted vendor 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 HIS 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**RFP EXHIBIT "E"**  
**SCRUTINIZED VENDOR CERTIFICATION**  
**PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by \_\_\_\_\_  
**(print individual's name and title)**  
for \_\_\_\_\_  
**(print name of entity submitting sworn statement)**

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(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 Petroleum Energy 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 proposal 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 Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**RFP EXHIBIT "F"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_,  
I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

**RFP EXHIBIT “G”**  
**STANDARD VILLAGE CONTRACT**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and \_\_\_\_\_, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Ice Vending Machine Services** pursuant to the terms and conditions of this Contract.

**SECTION 1: SCOPE OF SERVICES OF THE VENDOR.**

The Scope of Work is for **Ice Vending Machine Services** in accordance with the Request for Proposals issued by the Village, and VENDOR’s Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

**SECTION 2: TERM OF CONTRACT.**

A. This Contract shall become effective \_\_\_\_\_ and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days’ written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages. VENDOR may request an increase in pricing during the renewal terms as set forth in the RFP.

**SECTION 3: VILLAGE’S REPRESENTATIVE.**

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

**SECTION 4: LICENSING FEE.**

VENDOR agrees to pay to the VILLAGE a monthly license fee in the amount of \_\_\_\_\_ and provide other benefits to the VILLAGE as set forth in the RFP and VENDOR’s Proposal. Payments shall be due in advance of each month and shall include all applicable taxes.

**SECTION 5: INDEMNIFICATION.**

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of

action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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

#### **SECTION 6: PERSONNEL.**

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

#### **SECTION 7: TERMINATION.**

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice.

#### **SECTION 8: FEDERAL AND STATE TAX.**

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

#### **SECTION 9: INSURANCE.**

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request for Proposals. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and

classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

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

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

#### **SECTION 10: SUCCESSORS AND ASSIGNS.**

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

#### **SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.**

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

#### **SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.**

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

#### **SECTION 13: ACCESS AND AUDITS.**

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred

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

**SECTION 14: NONDISCRIMINATION.**

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

**SECTION 15: ENFORCEMENT COSTS.**

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

**SECTION 16: SEVERABILITY.**

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

**SECTION 17: PUBLIC ENTITY CRIMES.**

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

**SECTION 18: PROTECTION OF WORK AND PROPERTY.**

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide

any necessary materials to maintain such protection.

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

**SECTION 19: COMPLIANCE WITH LAWS.**

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

**SECTION 20: NOTICE.**

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

**Village of North Palm Beach  
Village Manager  
501 U.S. Highway One  
North Palm Beach, FL 33408**

and if sent to the VENDOR shall be mailed to:

**SECTION 21: ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Qualifications and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

**SECTION 22: WAIVER.**

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

**SECTION 23: PREPARATION.**

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

**SECTION 24: SURVIVABILITY.**

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

**SECTION 25: WAIVER OF SUBROGATION.**

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

**SECTION 26: INSPECTOR GENERAL.**

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

**SECTION 27: ADDITIONAL SERVICES;**

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

**SECTION 28: PUBLIC RECORDS.**

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

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR 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.

**SECTION 29. PROHIBITION AGAINST CONTINGENT FEES.**

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

**SECTION 30. E-VERIFY.**

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR 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 VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with the subcontractor.

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

**VENDOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
SUSAN BICKEL, MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



RFP-2024-02-Ice Vending Services/ZMS-1-2024/ZS-0-  
2024/ZS

Ice Vending Services  
**Addendum**

**No. 1**

**April 7, 2024**

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**SUBMITTAL DUE: 3:00 PM, Local Time, April 23, 2024**

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*Question 1: Should electric copy of the vending machine proposal be put on a flash drive or emailed to a specific email address? It says 3 copies get mailed which is clear. But electronic usually means emailed.*

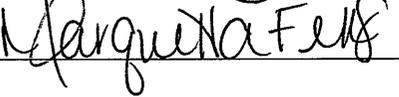
**Response 1: Usually, people put at least three paper copies inside an envelope along with a thumb drive containing the same documents. Everything gets turned into the clerks office at Village Hall. Thanks!**

# Village of North Palm Beach Bid Summary Sheet

Proposal for: RFP Ice Vending Machine Services

Date: April 23, 2024

No. of Proposals Received: 1

DESCRIPTION	VENDORS		
Requirements: accepting proposals for the Ice Vending Machine Services RFP Bid Opening	HMF Commerce, LLC 236 Castlwood Dr. Suite 207 N.P.B FL 33408		
	\$110.00 monthly license fee 2 additional incentives free ice for first responder events & Village Events		
VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)		
	Dan Fillmore, HMF Commerce.		
			
			

# Firm Qualifications

## 1. Excellent (15-20 points)

- The proposal provides a comprehensive and detailed overview of the firm, including size, activities, and business ventures.
- The firm's legal structure is clearly outlined, with specifics on state incorporation.
- An organizational chart is included and highly relevant to this RFP.
- The contact person and team qualifications are thoroughly detailed with complete and relevant resumes.
- Demonstrates over three years of relevant experience with strong evidence of how this will contribute to the project's success.
- The proposal is exceptionally well-organized, clear, and directly relevant to the RFP requirements.

## 2. Good (10-14 points)

- The proposal gives a good overview of the firm but may lack some detail.
- Legal structure and state of incorporation are mentioned but not elaborated.
- An organizational chart is included but might not be fully tailored to the RFP.
- Contact person and team qualifications are provided with fairly complete resumes.
- Shows at least three years of relevant experience with a satisfactory explanation of its relevance.
- The proposal is well-organized and clear but might lack some specificity related to the RFP.

## 3. Satisfactory (5-9 points)

- The proposal outlines basic information about the firm but lacks depth.
- Legal structure and incorporation details are briefly mentioned.
- Provides a basic organizational chart with limited relevance to the RFP.
- Contact person is identified; team qualifications are listed with minimal details.
- Meets the minimum experience requirement but with limited explanation of its relevance.
- The proposal is organized and clear but lacks detail and direct relevance to the RFP.

## 4. Needs Improvement (1-4 points)

- The proposal provides very limited information about the firm.
- Legal structure and incorporation details are either missing or very briefly mentioned.
- The organizational chart is either missing or not relevant to the RFP.
- Contact person and team qualifications are inadequately described.
- Fails to clearly demonstrate the required experience or its relevance to the project.
- The proposal is poorly organized, lacks clarity, and does not align well with RFP requirements.

## 5. Unsatisfactory (0 points)

- The proposal fails to provide essential information about the firm.
- Legal structure, incorporation details, and organizational chart are missing.
- No clear identification of the contact person or team qualifications.
- Does not meet the minimum experience requirement.
- The proposal is disorganized, unclear, and not aligned with the RFP's requirements.

# Project Approach

## 1. Exceptional (30-40 points)

- Provides an exceptionally detailed and strategic approach for meeting all technical, equipment, service, and management requirements, including free ice for special events.
- Clearly outlines the type and model of ice vending machine, including detailed specs and high-quality illustrated brochures.
- Includes a comprehensive implementation schedule with a realistic final report delivery date, key milestones, and timelines for deliverables.
- Assumptions used in developing the schedule are clearly identified and well-justified.
- Includes a strong statement of readiness to begin work with minimum notice.
- Proposes innovative and relevant procedural or technical enhancements to the Scope of Services without deviating from core objectives.

## 2. Good (20-29 points)

- Provides a clear and comprehensive approach for meeting specified requirements, including free ice for events.
- Adequately outlines the proposed ice vending machine with good specs and illustrated brochures.
- Includes a coherent implementation schedule with clear milestones, timelines for deliverables, and a final report delivery date.
- Assumptions in the schedule are identified and reasonably justified.
- Indicates readiness to commence work with minimal notice.
- Suggests practical enhancements to the Scope of Services that improve project outcomes.

## 3. Adequate (10-19 points)

- Offers a basic but complete approach for meeting core requirements, including free ice provision.
- Outlines the ice vending machine type and model with basic specs and brochures.
- Presents a basic implementation schedule with key milestones and a final report delivery date.
- Identifies assumptions used in the schedule but with limited justification.
- Indicates ability to begin work with minimal notice but lacks detail.
- Proposes few or minor enhancements to the Scope of Services.

## 4. Below Expectations (5-9 points)

- The approach for meeting requirements is vague or incomplete, missing key aspects like free ice provision.
- Provides minimal information about the ice vending machine with insufficient specs and brochures.
- Implementation schedule lacks clarity or detail, with vague milestones and deliverable timelines.
- Assumptions are either not identified or poorly justified.
- Limited indication of readiness to begin work promptly.
- Offers little to no enhancements or innovations to the Scope of Services.

## 5. Unsatisfactory (0-4 points)

- Fails to provide a coherent explanation of the approach for meeting project requirements, including free ice provision.

- Lacks sufficient details about the proposed ice vending machine, including specs and brochures.
- Does not include an implementation schedule, or it is highly inadequate.
- Fails to identify or justify any assumptions in schedule development.
- Does not indicate ability to begin work with minimum notice.
- No enhancements or innovations proposed, or suggestions deviate significantly from the project's objectives.

# Price Proposal

## 1. Exceptional (22-30 points)

- Submits a comprehensive list of vending items with highly competitive and fixed proposed pricing for the initial three-year contract term.
- Provides a well-detailed, customer-friendly written refund policy.
- Presents a thoroughly justified proposal for the monthly license fee, demonstrating an excellent understanding of the value offered to the Village and its residents.
- Includes substantial additional incentives or benefits, such as significant participation in or sponsorships of Village recreation events, impactful contributions to Village-led projects, or notable initiatives focusing on environmental sustainability.
- These incentives are clearly outlined and demonstrate a strong commitment to adding substantial value to the Village community beyond the basic contract requirements.

## 2. Good (15-21 points)

- Offers a detailed list of vending items with competitive proposed pricing for the three-year term.
- Provides a clear and fair written refund policy.
- Submits a well-justified proposal for the monthly license fee, showing a good understanding of the value to the Village.
- Includes additional incentives or benefits that are meaningful, such as participation in Village events, contributions to local projects, or environmental initiatives.
- Details of these incentives are clearly outlined, showing a solid commitment to the Village community.

## 3. Adequate (8-14 points)

- Provides a basic list of vending items with reasonable proposed pricing for the initial contract term.
- Includes a standard written refund policy.
- Submits a proposal for the monthly license fee with some justification, reflecting an adequate understanding of the value to the Village.
- Offers some additional incentives or benefits, which may be modest in scale but are relevant, such as minor participation in Village events or small contributions to local projects.
- These incentives are outlined but may lack depth in demonstrating commitment to the Village community.

## 4. Below Expectations (4-7 points)

- The list of vending items and pricing lacks detail or competitiveness for the contract term.
- Provides a minimal or unclear written refund policy.
- The proposal for the monthly license fee is inadequately justified, showing limited understanding of the value to the Village.
- Offers few or minor additional incentives or benefits, with limited relevance or impact on the Village community.
- Details of these incentives are vague or insufficiently demonstrate commitment to the Village.

**5. Unsatisfactory (0-3 points)**

- Fails to provide a comprehensive list of vending items, or the proposed pricing is not competitive or appropriately fixed for the contract term.
- Lacks a written refund policy or provides one that is not customer-friendly.
- The monthly license fee proposal lacks justification or understanding of the value to the Village.
- No additional incentives or benefits are offered, or they are irrelevant and do not demonstrate any commitment to the Village community.

# References

<b>1. Excellent (4-5 points)</b>	<ul style="list-style-type: none"><li>• Submits a comprehensive list of high-quality references, all of which are directly relevant to municipalities or similar clients, and closely match the type and size of the proposed project.</li><li>• Each reference includes complete details: the organization's name and address, contact person's name and phone number, completion date of the project, and the contract value.</li><li>• The references provided demonstrate a strong and consistent track record of success in similar projects.</li></ul>
<b>2. Good (3 points)</b>	<ul style="list-style-type: none"><li>• Provides a list of relevant references, most of which are related to projects with municipalities or similar clients, matching the type and size of the proposed project.</li><li>• Most references include full details: organization's name and address, contact person's name and phone number, completion date, and contract value.</li><li>• The references indicate a good track record in similar projects.</li></ul>
<b>3. Adequate (2 points)</b>	<ul style="list-style-type: none"><li>• Includes a basic list of references, with some relevance to projects for municipalities or similar clients.</li><li>• Some references may lack complete information (e.g., missing contact details or contract values).</li><li>• The references suggest an adequate level of experience in similar projects.</li></ul>
<b>4. Below Expectations (1 point)</b>	<ul style="list-style-type: none"><li>• Provides only a few references, with limited relevance to the type and size of the proposed project.</li><li>• References often lack important details, such as contact information or contract values.</li><li>• The references provided do not clearly demonstrate a solid experience in similar projects.</li></ul>
<b>5. Unsatisfactory (0 points)</b>	<ul style="list-style-type: none"><li>• Fails to provide a list of references, or the references are entirely irrelevant to the type and size of the proposed project.</li><li>• Missing significant details in the references provided, such as organization names, contact information, project dates, or contract values.</li><li>• The references do not demonstrate any relevant experience in similar projects.</li></ul>

## Local Preference

1. <b>Meets Local Preference (5 points)</b>
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- The proposer clearly demonstrates that they have a fixed office or distribution point with a physical street address located within Palm Beach County.
- The provided information is verifiable and clearly indicates a permanent and established presence in the specified area.

2. <b>Does Not Meet Local Preference (0 points)</b>
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- The proposer does not have a fixed office or distribution point with a physical street address within Palm Beach County.
- The information provided is insufficient, unclear, or indicates that the proposer's office or distribution point is located outside the specified area.

**REQUEST FOR PROPOSALS FOR**  
**Ice Vending Machine Services**



**VILLAGE OF NORTH PALM BEACH**  
**501 U.S. HIGHWAY ONE**  
**NORTH PALM BEACH, FLORIDA 33408-4906**

**ADVERTISEMENT, INSTRUCTIONS FOR**  
**SPECIFICATIONS, PROPOSAL FORMS**

**HMF Commerce, LLC**  
236 Castlewood Dr. Suite 207  
North Palm Beach, FL 33408  
561-203-8781  
Email Fill.More.Ice@gmail.com

Date 04/01/2024

Village of North Palm Beach  
Village Office Clerk

501 US Hwy One  
North Palm Beach, FL 33408

Dear Village of North Palm Beach:

Proposal for Filtered Ice & Water vending:

- 30 years of hands-on experience in retail management and multi-business ownership. Regional Director of Sales Krauszer Convenience stores, Edison NJ. VP of Sales for **Fortunoff Backyard Store**, Florida division. Owner of Palm Beach Patio Furniture, Palm Beach Gardens, FL. Owner of HMF Commerce, North Palm Beach, Florida. President of the Northport Condominium, North Palm Beach Florida.
- Knowledge in technology of Ice and water vending machines-specifically Everest water & Ice vending machines. Advanced filtration system for water and ice. Twin 4FC filters capable of filtering impurities down to two microns for each 30,000 gallons of water. Filters are changed twice a year. Efficient and environmentally friendly.
- Understanding of the work and commitment of following the rules and regulations of Palm Beach County in the state of Florida in all business's current and accountable for.
- Attached are exhibits A, B, C, D, E, F and G.

We will be purchasing an Everest Ice & Water vending machine which is capable of vending 100 20lb bags of ice daily. Based on our research, we believe this is the best machine for this location.

HMF, LLC has a current business license under Sun Biz for Florida.

If selected, we understand we must adhere to site prep, acquiring permits for a 95" by 90 1'2" slab, running electrical from the utility service, and tapping into the water supply onsite.

Sun State Insurance will be covering the insurance requirements.

All insurance, other than Worker's Compensation, to be maintained by HMF, LLC and shall specifically include the Village as an Additional Insured.

The project manager is Dan Fillmore.

**Price Proposal** - Filtered Ice per 10 lb. bag will be set at \$4.50 a bag, with interval lowered promotional pricing throughout the year. The set price has been evaluated by competitive shopping surrounding stores in the immediate area. Also polling local residence that frequent the boat ramp and park.

**Filtered Water** - .35 cents per gallon. Promotional pricing will be considered throughout the year.

**Water Testing** - Water testing is done at a local lab upon set up (if required).

**Subsequent Water Testing** as required.

**Refunds:** There is a phone number on the machine. We will be able to refund or dispatch ice remotely so this will allow immediate customer service action.

**Marketing** - HMF Commerce, LLC will place 4 wind flags at the entrance of the park and two by the boat ramp area. Additionally, there will be 4 lawn signs in the park area for the first 45 days to promote the Fill-More Ice and Filtered Water machine. Identical marketing will be used when there are special events or holiday weekends along with a monthly mention in the Village's newsletter to promote community awareness of Fill-More Ice and Filtered Water.

**Additional Incentives** - First Responder or Village sponsored events will receive a gift card for free ice upon written request.

**References:** Please see the attached references.

HMF, LLC official office is located at 236 Castlewood Drive, Suite 207, North Palm Beach, FL 33408.

Sincerely,

**Daniel & Priscilla Fillmore**

Enclosure

# 11940 Highway One Realty, LLC

April 22, 2024

Village of North Palm Beach  
420 U.S. Highway 1, Suite 21  
North Palm Beach, FL 33408

Re: Dan Fillmore  
Palm Beach Patio Furniture

To Whom It May Concern:

Dan Fillmore's Palm Beach Patio Furniture Store has been a tenant at our Seminole Shoppes retail center in Palm Beach Gardens for the past three years. Dan is a successful businessman whose retail store offers high quality merchandise and excellent service to its customers.

The quality of Dan's products and excellent service has been a real asset to our center. He is a valued member of our tenant roster and has been a pleasure to work with.

Sincerely,

11940 Highway One Realty, LLC



Robert J. Sullivan  
Manager

**RFP EXHIBIT “A”**  
**SCOPE OF WORK/SPECIFICATIONS**

1. **IN GENERAL:**

The Village of North Palm Beach is seeking qualified firms or persons to furnish, install, operate, maintain, and provide Ice Vending Machine Services at the Anchorage Park Marina. The Anchorage Park Marina is located at 603 Anchorage Drive, North Palm Beach, Florida, 33408.

**A. BACKGROUND:**

The Village of North Palm Beach is located on the sunny east coast of Florida, nine (9) miles north of West Palm Beach in Palm Beach County. The land area of the Village is approximately 5.8 square miles. The Village has an abundant amount of waterfront property created by a number of lakes, canals, and the Atlantic Ocean. Additionally, with such advantages as warm weather, sunshine, golf, ocean fishing, boating, sandy beaches and balmy breezes, the Village has much to offer enthusiastic people whether they are raising families or are looking to retire.

Anchorage Park, located at 603 Anchorage Drive, is a vibrant and diverse recreational area in the Village of North Palm Beach. It offers a multitude of facilities catering to a wide array of interests and activities. The park features a multi-purpose building that serves various community functions and events. For families and children, there is a dedicated playground area, which provides a safe and enjoyable space for kids to play. Pet owners can take advantage of the three dog parks, where their furry friends can roam and play in a controlled environment.

Sports enthusiasts have plenty to enjoy at Anchorage Park. It houses two tennis courts that are also lined for pickleball, offering a versatile space for enthusiasts of both sports, a large open field grassy area suitable for various outdoor activities, and a baseball field for both casual and competitive play. Additionally, the park boasts four sand volleyball courts that are lighted, allowing for evening games and activities.

For those who prefer a more relaxed pace, Anchorage Park offers several picnic areas for leisurely outdoor meals. Nine gazebos are scattered throughout the park, providing shaded spots for rest and relaxation. Furthermore, the park caters to fishing enthusiasts with its two fishing piers, where locals and visitors alike can enjoy a peaceful day of fishing.

The park also includes a walking/jogging trail for those who enjoy outdoor exercise. This trail offers a scenic route for walkers, joggers, and runners to stay active while enjoying the natural beauty of the area. Convenient restrooms are available throughout the park, ensuring comfort for all visitors.

For boating enthusiasts, Anchorage Park is particularly appealing. It features a dry storage area, wet slips, a boat wash, and a boat ramp, making it an ideal location for boat owners and those who enjoy water activities. These facilities provide essential services for the maintenance and enjoyment of boating in the beautiful waters surrounding the Village of North Palm Beach.

**B. COMPANY STRUCTURE**

The proposer will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships,

as they relate to this RFP.

**C. EXPERIENCE:**

The successful proposer shall have a minimum of three (3) years of vending, concessions, restaurant, or store management experience and supervision.

**D. REFERENCES:**

List references and prior experience; preferably with other municipalities or local governments, in the last 3–5-year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)

**E. TERM OF CONTRACT:**

The initial term of this contract shall be for an initial three (3) year period, with an option to renew for two (2) additional one (1) year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements, unless earlier terminated in accordance with Section 7 of Standard Village Contract. Any variation to the terms and conditions set forth herein shall be in writing and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

**F. AWARD:**

Award of this contract shall be to the proposer who best meets the terms and conditions of the RFP, emphasizing a commission structure that offers the Village the best balance of low cost and high value. Consideration of award shall be based on the information submitted, including the proposer's past performance and client references. Each proposer is required to ensure its bid proposal is comprehensive, includes all requested information in the RFP, and represents its best offer. Proposers are strongly encouraged to visit and inspect the Anchorage Park Marina for a detailed evaluation of the site before submitting their bids.

**G. LICENSE:**

The Village shall grant to the successful proposer the non-exclusive right to provide vending machine services as contemplated herein. The successful proposer shall be responsible for the payment of a monthly licensing fee to the Village.

**H. PRICING:**

As part of this RFP, the proposer shall submit a proposed list of items that will be sold in the vending machines with each respective item's proposed pricing. The proposed pricing shall remain fixed for the initial three-year term of the contract. Any request for price adjustments for the subsequent one-year renewal periods must be submitted to the Leisure Services Director at least sixty (60) days prior to each renewal period. These requests will be reviewed and considered on an annual basis, aligned with the contract's anniversary. Justification is required for any proposed price changes, and adjustments, if approved, will only take effect at the start of each renewal year.

## **I. REFUND POLICY:**

The Village requires that each proposer submit its refund policy in writing. Ideally, the awarded contractor will have a refund website/email address and/or or phone number posted on the machines, where patrons can request a refund rather than contacting Village staff. The machine must be labeled, identifying the appropriate point of contact for refunds. Label must include location of the refund office. Proposer shall respond to refund requests within 24-48 hours.

## **J. TECHNICAL REQUIREMENTS:**

Ice shall be manufactured, processed, and packaged using methods that preclude contamination of the ice.

Air used for water agitation shall be filtered or otherwise treated to render it free of oil, dust, dirt, insects, and extraneous material.

Only potable water from an approved source shall be used to manufacture ice intended for human consumption.

The installation and operation of the ice vending machine shall meet all applicable outdoor building, plumbing, electrical, and safety code requirements.

The surface beneath the ice vending machine must be smooth, nonabsorbent, simple to clean, and maintained in a clean, vermin-free state.

The ice vending machine must have good drainage to stop water from pooling inside or around it.

A proper system for disposing of wastewater and cleaning chemicals must be in place. This includes water from cleaning the machine and its base, sanitizing the ice bin, and handwashing. All wastewater must be to a Village-approved disposal system.

The ice machine shall include an RP backflow prevention device on the supply side of the unit water filter, as required by law.

Surfaces of the ice machine that touch ice or water for making ice must be smooth, nonabsorbent, safe, long-lasting, and easy to clean. They should be made from materials that do not rust, be free from non-food grade lubricants, gears, bearings, and welds, and be able to handle frequent washing and sanitizing. These surfaces must also meet the 2022 U.S. FDA Food Code standards for parts like delivery tubes and chutes used in dispensing ice.

Surfaces of the ice machine that are not intended to come in contact with ice or water shall be constructed of corrosion-resistant, nonabsorbent, easily cleanable, and smooth material, suitable for the outdoor environment.

Once each calendar quarter, microbiological analysis shall be conducted on the ice product, with proof of negative results provided as required. Proposer shall maintain records of such analyses and make the records available to the Village when received and upon request.

## **K. EQUIPMENT REQUIREMENTS– VENDING**

Proposer shall be solely responsible for furnishing, installing, stocking, securing, servicing, and maintaining commercial-grade, automatic ice vending machines, at no cost to the Village. This equipment, which must be new at the time of installation and maintained in 'like-new' condition throughout the duration of the initial contract or any renewals, shall remain the sole property and responsibility of the proposer. The Village shall have the final say on the suitability of all equipment. All vending machines shall be capable of accepting coins and bills and must support cashless vending options such as debit and credit card readers. These services will be located in designated, unattended outdoor areas of Anchorage Park, as mutually agreed upon by both the Village and the proposer. The proposer is responsible for ensuring these machines are operational and accessible 24 hours a day, 365 days a year.

Each proposer shall include a list indicating the type and model proposed and illustrated brochures with his/her proposal. The Village reserves the right to negotiate and approve the type/model of equipment to be installed.

The vending machines provided must be of adequate size and capacity to maintain full and uninterrupted service.

All electrically operated vending machines furnished hereunder shall be equipped to provide thermal overload protection. In addition, all machines furnished hereunder shall be equipped with all necessary safety devices which shall be maintained in an operating condition at all times.

The Village shall not be responsible for any damage, theft or disappearance or for break-in, burglary, or power failure due to hurricane, electrical storm, or any act of God. The Proposer shall be responsible for all slugs (counterfeit monies) and cash shortages.

Decals in a form acceptable to Village shall be affixed to all equipment providing refund, service request, unit number and comment information.

All instances of damage, theft and/or vandalism shall be reported to the Village Police Department or alternate designee within 24 hours of the incident.

The successful proposer must initiate a preventative maintenance program to minimize breakdown. Machines will be maintained on a regular schedule for painting and refurbishing as proposer deems necessary or sooner if requested by the Village representative.

The vending machines as described are to remain the sole property of the proposer, and the proposer shall be financially responsible for obtaining and properly displaying all required insurance permits, licenses, and bonding to comply with pertinent health, local board, regulations, and municipal, state, and federal laws. Further, the proposer shall assume liability for all applicable taxes, including but not restricted to sales, property, and beverages. The Village shall not be responsible for paying fees, taxes or other charges of any kind outside the scope of this contract.

Proposer shall be solely responsible to provide a copy of their respective business licenses as required for the vending operations described herein. Copies of any required licenses shall be provided to Village annually.

Equipment shall be new and in superb condition. The Village retains the right to refuse any piece of equipment for any reason. Installed equipment must be of an energy efficient design, have industry standard safety features, a positive vend sensor and be UL listed.

Proposer shall coordinate with the Village to appropriately schedule the installation of equipment to accommodate the park schedule and any transitional requirements. Installation of the unit must be per manufacturer standards and in accordance with the Florida Building Code (FBC). Proposer is responsible to obtain all applicable permits (the Village will not waive any fees) and provide a clean bacterial report to the Village for review and acceptance prior to starting operation of the service.

Proposer shall bear all responsibilities for any improvements required to facilitate the installation of vending machines. This encompasses all expenses related to the installation, operation, repair, and ongoing maintenance of the Ice Vending Machines. The Proposer may be required to reimburse the Village for estimated electrical and water usage charges. The Village is not responsible for any product loss or damage due to any power outage, regardless of the cause.

Proposer shall be solely responsible for the immediate removal from the Park premises of any debris, packaging cartons, etc., resulting from the initial installation process as well as from subsequent repair/replacement processes of installed equipment. Proposer shall also be responsible for pre-cleaning, as necessary, any areas designated for installation.

**L. SERVICE REQUIREMENTS:**

The machine should be pulled out and cleaned behind and under at least two times per year.

All services and equipment must comply with the regulations of the Health Department and/or such other governmental agencies having authority in this area.

The proposer must conduct its machine operations in an orderly manner so as not to disturb, annoy, or be offensive to park users.

Proposer will ensure that no condition constituting a nuisance or hazard to public health or safety will at any time exist with respect to any of its equipment or products. Proposer's operation must be maintained as to provide an aesthetically pleasing appearance and shall not be detrimental to the immediate surroundings.

Proposer will be mindful of litter associated with the Ice Vending Machines and make a conscious effort to keep consumables, such as plastic bags and twist ties contained. Proposer will work with Village staff to monitor and prevent excessive litter.

Proposer must check for expired or deficient product each visit. If expired or deficient product is found, it must be removed and documented.

Proposer shall clean/sanitize and maintain installed equipment, changers, vending card readers and related components in good working order and shall be solely responsible for the expert maintenance and repair of equipment.

Proposer should provide a comprehensive schedule of preventative maintenance to be followed during the term of an awarded agreement by which mechanical disruptions to vending efficiency shall be kept to a minimum.

Proposer will ensure, at its own expense, that the Ice Vending Machines are repaired promptly, refurbished regularly, and maintained in good condition and with the same appearance as at the time of initial approval by the Village. Proposer acknowledges that, in addition to normal wear and tear, its Ice Vending Machines will be exposed to extreme environmental conditions. Proposer assumes all risks and expenses associated with maintaining its vending machines as required.

Proposer shall remove and replace equipment that experiences repeat problems to ensure the highest possible customer satisfaction.

Proposer is required to provide, at no additional cost to the Village, free ice for designated Village recreation events. These events include, but are not limited to, Arbor Day, Hot Cars & Chili, Movie in the Park, Beats & Eats, Garage Sale, Easter Egg Hunts, Art Show, Earth Day, Trivia Night, Anchorage Aweigh Fishing Tournament, Touch-A-Truck, Halloween Festival, and similar community events. This requirement underscores the proposer's commitment to community engagement and support.

#### **M. MANAGEMENT REQUIREMENTS:**

It is expected that the successful proposer will have a route supervisor or marketing representative conduct on site visits/inspections at least monthly for quality assurance purposes. It is required that the successful proposer designate a management representative to be the Village/Park point of contact with the company. This representative is also expected to schedule a bi-annual visit with the Village to review performance and goals.

Proposer shall provide adequate and expert managerial and administrative supervision and oversight of its machine and its operation.

Proposer shall not subcontract, in whole or in part, any services or rights granted under this agreement without the written consent of the Village.

Employees of the proposer shall abide by applicable Village policies and procedures while on Village property.

Any addition, substitution, removal or relocation of the ice vending machine or any peripheral equipment shall not be undertaken by proposer without prior written approval of the Village.

Proposer shall bear any and all losses sustained due to the theft of monies, products and/or damage to its equipment while housed at the Village Marina.

Proposer will be responsible for all damage to Village property caused by the proposer, its employees, or its agents. Any such damage shall be promptly corrected at the expense of the proposer.

Proposer shall not use the name or any logos of the Village in connection with any activities not covered by this RFP, or in any marketing or promotional activity, without the prior written consent of the Village.

Proposer must receive approval from the Village for any plans involving modifications, physical improvements, signage, or additional fixtures in the vending area before these changes are implemented.

Advertising signs shall not be displayed except for identification signs approved by the Village for size, wording, and number in accordance with the applicable Village Ordinances, unless expressly permitted in writing by the Village. No inflatable/electric signs are to be used.

Proposer shall not be permitted to use the ice vending area for any purpose other than the selling of ice, and the proposer shall conduct business as to render a service to the public in a dignified manner with no pressure, coercion, persuasion, or hawking done by the proposer in an attempt to influence the public to purchase their products.

Proposer shall assume all risks incident to or in connection with the use and service to be conducted hereunder and shall solely be responsible for all accidents or injuries of whatsoever nature to the person or property caused by its operation of the concession provided herein. Proposer hereby agrees to indemnify, defend, and save harmless the Village and its respective agents, officials, employees, and representatives from any and all claims of liability for damages by or in connection with any activities conducted pursuant to this Agreement. Village assumes no responsibility whatsoever for any property located on the premises and Village is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by any reason of the occupancy under this Agreement.

Proposer, in accordance with the terms of the licensing agreement with the Village, hereby acknowledges and agrees that they shall not be considered, nor act as, an agent of the Village in any capacity. The Village is not responsible for the collection of any moneys owed to the proposer.

**2. RFP SUBMITTAL SCORING:**

Proposals will be evaluated in accordance with weighted criteria listed below:

<b>Evaluation Criteria – Scoring Guide</b>	<b>Points Range</b>
Firm Qualifications. Management, Supervisory and Staff Experience.	0 – 20
Project Approach to the Technical Requirements, Equipment Requirements, Service Requirements, and Management Requirements as Outlined in the Scope of Work.	0 - 40
Price Proposal. Cost/Pricing for Goods and Services. Refund Policy. Proposed monthly License fee to Village. Other Proposed Incentives that Proposer is willing to offer to Village.	0 - 30
References	0 - 5
Local Preference	0 - 5

<b>Total Maximum Points</b>	<b>100</b>
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All complete proposals received will be reviewed by an evaluation committee of members of Village Staff. The criteria will guide the committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations.

Shortlisted proposals will be selected for an interview prior to a recommendation being presented to the Village Council. The Successful Proposer shall be required to execute a Village contract covering the scope of services to be provided and setting forth the duties, rights, and responsibilities of the parties. The successful Proposer prior to recommendation of award and presentation to the Village Council must execute this contract.

See below for additional detail concerning the Evaluation Criteria.

**A. Firm Qualifications** (Points Range 0 – 20)

- This section of the proposal should outline key details about the firm, including its size, range of activities, and types of business ventures. It should also detail the firm's legal structure and, for corporations, the state of incorporation. The main office location for contact during the contract and an organizational chart, highlighting relevant reporting relationships for this RFP, should be included as well.
- This section must also identify the contact person who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.
- Qualified Proposers shall have a minimum of three (3) years of experience in vending, concessions, restaurant, or store management and must detail this experience in their proposal, also explaining how their past work and expertise will specifically contribute to the success of this project.

**B. Project Approach** (Points Range 0 – 40)

- Proposers shall include a detailed explanation of their approach and strategies for meeting all technical, equipment, service, and management requirements as specified in the scope of work, pages 8-13. This includes providing a clear acknowledgment of the requirement to provide, at no additional cost to the Village, free ice for special events.
- This section shall also outline the type and model of ice vending machine proposed and include specs with illustrated brochures.
- Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables.
- Identify any assumptions used in developing the schedule.
- Include a statement indicating ability to begin work with minimum notice. Proposer may also

propose procedural or technical enhancements/innovations to the Scope of Services, which do not materially deviate from the objectives or required content of the scope of services.

**C. Price Proposal** (Points Range 0 – 30)

- Proposers shall submit a list of vending items with fixed proposed pricing for the initial three-year contract term.
- Proposers shall provide a copy of their written refund policy.
- Proposers shall submit a detailed proposal for the monthly license fee to be paid to the Village for the duration of the contract. This proposal should include a justification for the fee amount, considering the value offered to the Village and its residents.
- Proposers are encouraged to include any additional incentives or benefits they are willing to offer to the Village. These could include, but are not limited to, participation and/or sponsorships of Village recreation events, contributions to Village-led projects, or initiatives focused on environmental sustainability in park areas. Details of such incentives should be clearly outlined, demonstrating the proposer's commitment to adding value to the Village community beyond the basic contract requirements.

**D. References** (Points Range 0 – 5)

- The proposer shall submit a list of references and previous experiences, preferably with projects for municipalities or similar clients in the past 3-5 years. These references should match the type and size of the proposed project. For each reference, include the organization's name and address, contact person's name and phone number, completion date of the project, and the contract value.

**E. Local Preference** (5 Points)

- The Village shall grant a preference in the amount of five (5) points to proposers who have a fixed office or distribution point located in and having a street address within Palm Beach County.

**Tentative RFP Schedule (*subject to change at the discretion of the Village*):**

March 27, 2024	Public Advertisement of RFP
April 23, 2024	Proposals due by 3:00 PM
Early May, 2024	Evaluation Committee Review of Proposals (Step 1)
End of May 2024	Evaluation Committee Interviews (Step 2)
June, 2024	Contract Recommendation to Council (Step 3)

**RFP EXHIBIT "C"**  
**VENDING SERVICES PROPOSAL FORM**

Name of Proposer: Dan Fillmore

Company Name: HMF Commerce, LLC

Contact Information: 561-203-8781 Fillmore.ice@gmail.com

**A. Price Proposal**

**1. Vending Items Pricing**

*Please list vending items with fixed proposed pricing for the initial three-year contract term.*

ITEM NO.	ITEM DESCRIPTION	PROPOSED PRICE PER ITEM FOR THE INITIAL 3-YEAR TERM
1.	Filtered Ice	\$4.50 per bag. Promo pricing periodically
2.	Filtered water	.35¢ per gallon
3.		

**2. Refund Policy**

*Please attach a copy of your written refund policy or write it here legibly.*

Business contact information posted on machine.  
Machine has option for remote capability to  
refund or drop ice in real time.

**3. Monthly License Fee Proposal**

*Please provide a detailed proposal for the monthly license fee on the lines below, including a justification for the fee amount considering the value offered to the Village and its residents.*

DESCRIPTION	MONTHLY LICENSE FEE
Proposed Monthly Fee to be Paid to the Village	\$ 110.00

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#### 4. Additional Incentives or Benefits

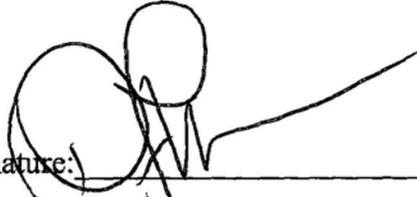
*Proposers are encouraged to offer additional incentives or benefits to the Village. These could include participation or sponsorships of Village recreation events, contributions to Village-led projects, or environmental sustainability initiatives in park areas.*

*Please detail any additional incentives or benefits on the lines below, demonstrating your commitment to adding value to the Village community.*

<b>DESCRIPTION OF INCENTIVE/BENEFIT AND DETAILED EXPLANATION</b>
--

First Responder events held by First Responders will receive a gift card for free ice by written request.

Village events requested 30 days in advance by email.

Signature: 

Date: 4/1/24

**RFI EXHIBIT "F"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

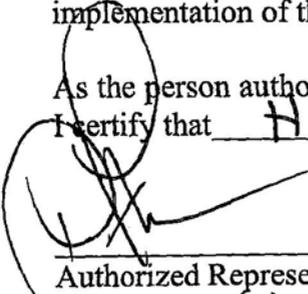
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of HMF Commerce, LLC,  
I certify that HMF Commerce, LLC complies fully with the above requirements.



Authorized Representative's Signature

4/1/24

Date

Daniel Hillmore

Name:

owner

Position:

**RFP EXHIBIT "G"**  
**STANDARD VILLAGE CONTRACT**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and \_\_\_\_\_, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Ice Vending Machine Services** pursuant to the terms and conditions of this Contract.

**SECTION 1: SCOPE OF SERVICES OF THE VENDOR.**

The Scope of Work is for **Ice Vending Machine Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

**SECTION 2: TERM OF CONTRACT.**

A. This Contract shall become effective \_\_\_\_\_ and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages. VENDOR may request an increase in pricing during the renewal terms as set forth in the RFP.

**SECTION 3: VILLAGE'S REPRESENTATIVE.**

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

**SECTION 4: LICENSING FEE.**

VENDOR agrees to pay to the VILLAGE a monthly license fee in the amount of \_\_\_\_\_ and provide other benefits to the VILLAGE as set forth in the RFP and VENDOR's Proposal. Payments shall be due in advance of each month and shall include all applicable taxes.

**SECTION 5: INDEMNIFICATION.**

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of

action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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

#### **SECTION 6: PERSONNEL.**

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

#### **SECTION 7: TERMINATION.**

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice.

#### **SECTION 8: FEDERAL AND STATE TAX.**

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

#### **SECTION 9: INSURANCE.**

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request for Proposals. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and

classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

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

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

#### **SECTION 10: SUCCESSORS AND ASSIGNS.**

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

#### **SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.**

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

#### **SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.**

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

#### **SECTION 13: ACCESS AND AUDITS.**

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred

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

**SECTION 14: NONDISCRIMINATION.**

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

**SECTION 15: ENFORCEMENT COSTS.**

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

**SECTION 16: SEVERABILITY.**

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

**SECTION 17: PUBLIC ENTITY CRIMES.**

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

**SECTION 18: PROTECTION OF WORK AND PROPERTY.**

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide

any necessary materials to maintain such protection.

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

**SECTION 19: COMPLIANCE WITH LAWS.**

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

**SECTION 20: NOTICE.**

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

**Village of North Palm Beach  
Village Manager  
501 U.S. Highway One  
North Palm Beach, FL 33408**

and if sent to the VENDOR shall be mailed to:

HFm Commerce, LLC  
236 Castlewood Dr, Ste 207  
NPB, FL 33408

**SECTION 21: ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Qualifications and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

**SECTION 22: WAIVER.**

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

**SECTION 23: PREPARATION.**

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

**SECTION 24: SURVIVABILITY.**

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

**SECTION 25: WAIVER OF SUBROGATION.**

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

**SECTION 26: INSPECTOR GENERAL.**

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

**SECTION 27: ADDITIONAL SERVICES:**

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

**SECTION 28: PUBLIC RECORDS.**

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

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

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR 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.

**SECTION 29. PROHIBITION AGAINST CONTINGENT FEES.**

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

**SECTION 30. E-VERIFY.**

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR 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 VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with the subcontractor.

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

**VENDOR**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
SUSAN BICKEL, MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
VILLAGE ATTORNEY

## GROUND/SPACE LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into this 1st day of JUNE, 2024, by and between the Village of North Palm Beach (the Lessor), and HMF Commerce, LLC (the Lessee).

### WITNESS THAT:

1. **The Lessor** In consideration of the covenants and conditions hereinafter made and to be performed, and subject to the terms and conditions set forth below, does hereby lease for the term hereafter stated, the land/space located at: Boat dock area 603 Anchorage Dr. Anchorage Park, North Palm Beach, FL 33408

2. **Initial Term** The initial term of this Agreement shall be for a period of 5 years which shall begin in of June, 2024, conditioned upon the Lessee obtaining all governmental approvals required for the planned use of the Premises, and shall continue until June, 2028, unless terminated sooner according to the following provisions, or extended into a subsequent lease period.

3. **Rent** During this lease term, the Lessee shall pay the Lessor as rental for the Premises, an annual rental rate of \$1320.00, which shall be payable in twelve equal monthly installments of \$110.00 each. All Rent shall be due on or before the **fifth** day of each month during the lease term which will include water and 30 Amp electric supplied by Lessor. Space will be a 20 square foot pad of concrete or an asphalt pad with all electrical and water connections to the machine the responsibility by Lessee.

- If the term of this lease commences or ends on other than the first or last day of a calendar month, the rent for the partial month shall be prorated on the basis of the monthly rental and shall be payable with the first full month of rent.

4. **Payments** All rent payments shall be in lawful money of the United States of America and shall be paid by Lessor by mailing it to the "address for notice" set forth herein, or at such other place as the Lessor may designate in writing.

5. **Land and Improvements** Unless otherwise specified in this Agreement, the Lessee shall make all repairs, both structural and nonstructural, that are required to keep the Premises and all improvements thereon in good and usable condition and state of repair.

a) **Use and Operation** The Premises may be used only for installation, operation and maintenance of retail, consumer operated, automated ice and filtered water production, storage and dispensing machinery, and for no other purpose.

b) **Lessee's Covenant of Care** Lessee, during the lease Term, shall conform and comply with all federal, state, and local laws governing the use thereof. Lessee shall not permit or allow the Premises to be damaged or depreciated in value by any act of

- iii) The execution, delivery and performance by Lessee of this Agreement has been duly authorized by all necessary corporate action, and does not contravene Lessee's operating agreement or cause Lessee to be in conflict with or in default or breach of any terms or agreements or other instruments of which it has knowledge, and
- iv) The Agreement constitutes the legal, valid and binding obligations of the Lessee enforceable against it in accordance with its terms.

20. **Marketing** The Village will allow 2 wind flags at the entrance of the park, and two by the boat ramp area. Additionally, there will be four (4) lawn signs in the park area for the first 45 days to promote the Fill-more Fresh Ice and Filtered Water machine. Identical marketing will be used when there are special events or holiday weekends along with a monthly mention in the town's newsletter to promote community awareness of Fill-More Fresh Ice and Filtered Water.

21. **Accommodations** Upon written request, events held by the village's First Responders (Police, Fire Fighters, First Aid), will receive a Fill-More Ice and Filtered Water gift card for their event.

IN WITNESS WHEREOF, we have hereunto signed this lease effective the day and year first above written.

**SIGNATURES FOLLOW ON THE IMMEDIATELY SUCCEEDING PAGES**





# MACHINE AND SITE REQUIREMENTS AND CONSIDERATIONS

The sides and rear machine panels are square to the frame so you can use the plumb of the sides and rear for level. Do not use the front doors as your baseline surface for leveling the machine.

## PHYSICAL REQUIREMENTS

Sizes and Clearance - The site requires a minimum amount of total space as detailed in Figure 11 and Figure 12 below.

- To allow for proper airflow and ventilation a minimum of 24 inches is required on the left and right sides of the machine.
- To allow for electrical and water connections a minimum of six (6) inches is required on the back of the machine.
- To follow NAMA (National Association of Automatic Merchandising) regulations there need to be six (6) inches of clearance under the machine.

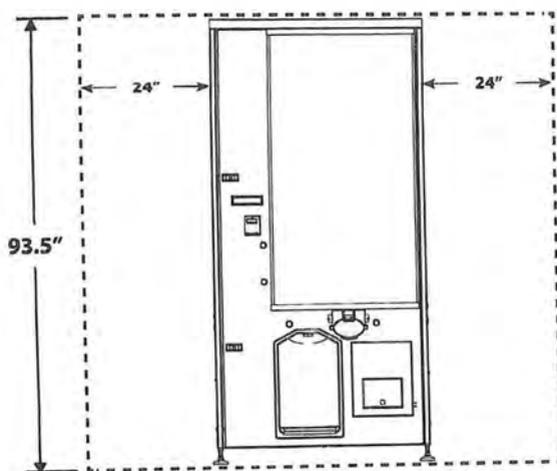


Figure 11: Machine height (legs extended) and side clearance

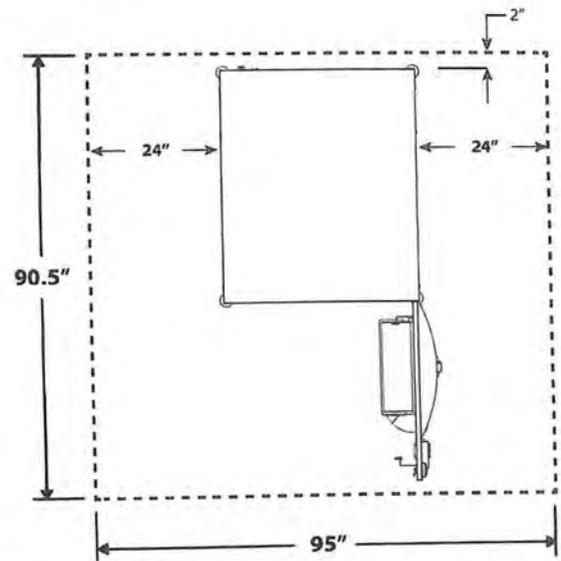


Figure 12: Machine width and depth

# MACHINE AND SITE REQUIREMENTS AND CONSIDERATIONS

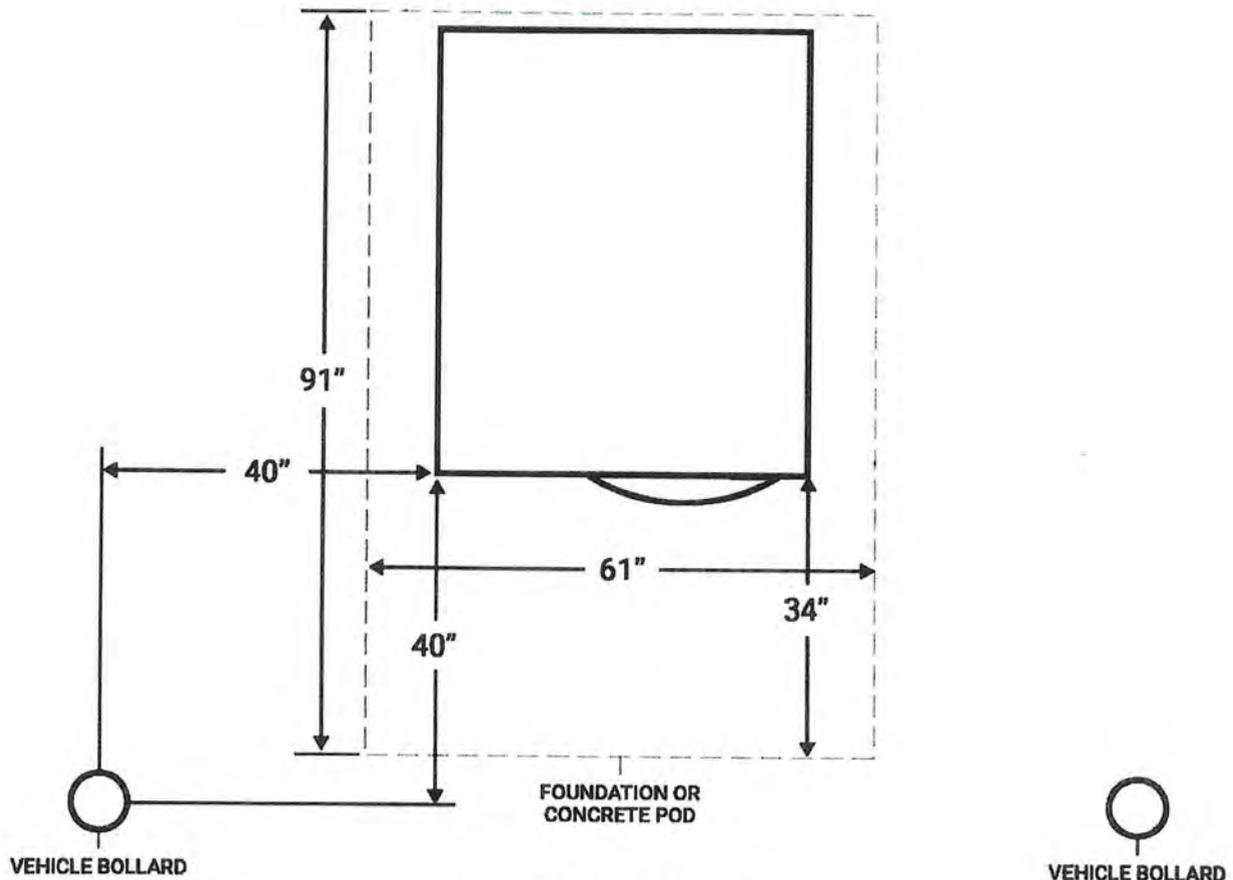


Figure 14: Pad dimensions

## REQUIRED UTILITY SERVICES

Electrical - Have a qualified electrician install electrical service. The machine requires a 208-230 VAC, Single Phase, 60Hz, 30 Amp service. A 10-foot power cord is supplied to connect to a 30 Amp breaker. The machine does not ship with a plug. Follow and comply with all local electric codes.

**Warning:** Should your local code require the machine be connected to a GFCI Breaker, use only a GFCI with select current sensor sensitivity of 200 mA, and not < 0.1 second detection to avoid nuisance tripping. For more information on this, please refer to the Automation Direct VFD Manual that was provided with your machine. If that is not accessible, please reach out to Everest's service department.

## VILLAGE OF NORTH PALM BEACH

## RFP – ICE VENDING MACHINE SERVICES

## EVALUATION CRITERIA

Bidder Name HMF Commerce, LLC

Criteria	Total Points Possible	Points Awarded
<b>Firm Qualifications</b> <ul style="list-style-type: none"> <li>• Excellent (15-20 points)</li> <li>• Good (10-14 points)</li> <li>• Satisfactory (5-9 points)</li> <li>• Needs Improvement (1-4 points)</li> <li>• Unsatisfactory (0 points)</li> </ul>	20	17
<b>Project Approach</b> <ul style="list-style-type: none"> <li>• Exceptional (30-40 points)</li> <li>• Good (20-29 points)</li> <li>• Adequate (10-19 points)</li> <li>• Below Expectations (5-9 points)</li> <li>• Unsatisfactory (0-4 points)</li> </ul>	40	33
<b>Price Proposal</b> <ul style="list-style-type: none"> <li>• Exceptional (22-30 points)</li> <li>• Good (15-21 points)</li> <li>• Adequate (8-14 points)</li> <li>• Below Expectations (4-7 points)</li> <li>• Unsatisfactory (0-3 points)</li> </ul>	30	14
<b>References</b> <ul style="list-style-type: none"> <li>• Excellent (4-5 points)</li> <li>• Good (3 points)</li> <li>• Adequate (2 points)</li> <li>• Below Expectations (1 point)</li> <li>• Unsatisfactory (0 points)</li> </ul>	5	3
<b>Local Preference</b> <ul style="list-style-type: none"> <li>• Meets Local Preference (5 points)</li> <li>• Does Not Meet Local Preference (0 points)</li> </ul>	5	5
<b>TOTAL POINTS</b>	100	72

5

VILLAGE OF NORTH PALM BEACH

RFP – ICE VENDING MACHINE SERVICES

EVALUATION CRITERIA

Bidder Name HMF Commerce LLC

Criteria	Total Points Possible	Points Awarded
<b>Firm Qualifications</b> <ul style="list-style-type: none"> <li>• Excellent (15-20 points)</li> <li>• Good (10-14 points)</li> <li>• Satisfactory (5-9 points)</li> <li>• Needs Improvement (1-4 points)</li> <li>• Unsatisfactory (0 points)</li> </ul>	20	14
<b>Project Approach</b> <ul style="list-style-type: none"> <li>• Exceptional (30-40 points)</li> <li>• Good (20-29 points)</li> <li>• Adequate (10-19 points)</li> <li>• Below Expectations (5-9 points)</li> <li>• Unsatisfactory (0-4 points)</li> </ul>	40	30
<b>Price Proposal</b> <ul style="list-style-type: none"> <li>• Exceptional (22-30 points)</li> <li>• Good (15-21 points)</li> <li>• Adequate (8-14 points)</li> <li>• Below Expectations (4-7 points)</li> <li>• Unsatisfactory (0-3 points)</li> </ul>	30	14
<b>References</b> <ul style="list-style-type: none"> <li>• Excellent (4-5 points)</li> <li>• Good (3 points)</li> <li>• Adequate (2 points)</li> <li>• Below Expectations (1 point)</li> <li>• Unsatisfactory (0 points)</li> </ul>	5	3
<b>Local Preference</b> <ul style="list-style-type: none"> <li>• Meets Local Preference (5 points)</li> <li>• Does Not Meet Local Preference (0 points)</li> </ul>	5	5
<b>TOTAL POINTS</b>	100	66

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VILLAGE OF NORTH PALM BEACH

RFP – ICE VENDING MACHINE SERVICES

EVALUATION CRITERIA

Bidder Name HMF, Commercial LLC

Criteria	Total Points Possible	Points Awarded
<b>Firm Qualifications</b> <ul style="list-style-type: none"><li>• Excellent (15-20 points)</li><li>• Good (10-14 points)</li><li>• Satisfactory (5-9 points)</li><li>• Needs Improvement (1-4 points)</li><li>• Unsatisfactory (0 points)</li></ul>	20	14
<b>Project Approach</b> <ul style="list-style-type: none"><li>• Exceptional (30-40 points)</li><li>• Good (20-29 points)</li><li>• Adequate (10-19 points)</li><li>• Below Expectations (5-9 points)</li><li>• Unsatisfactory (0-4 points)</li></ul>	40	30
<b>Price Proposal</b> <ul style="list-style-type: none"><li>• Exceptional (22-30 points)</li><li>• Good (15-21 points)</li><li>• Adequate (8-14 points)</li><li>• Below Expectations (4-7 points)</li><li>• Unsatisfactory (0-3 points)</li></ul>	30	14
<b>References</b> <ul style="list-style-type: none"><li>• Excellent (4-5 points)</li><li>• Good (3 points)</li><li>• Adequate (2 points)</li><li>• Below Expectations (1 point)</li><li>• Unsatisfactory (0 points)</li></ul>	5	3
<b>Local Preference</b> <ul style="list-style-type: none"><li>• Meets Local Preference (5 points)</li><li>• Does Not Meet Local Preference (0 points)</li></ul>	5	5
<b>TOTAL POINTS</b>	100	66

Final Scoring sheet:

ZAH

Jimmy

Becky

HMF Commerce, LLC

72

66

66

=

204

Committee agrees to move forward dependant on negotiations regarding the monthly license fee.

Ed Ehr

~~Just Jones~~

Rebecca King

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

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Caryn Gardner-Young, Community Development Director  
DATE: June 13, 2024  
SUBJECT: **DISCUSSION/PRESENTATION** – Discussion of Impact Fees Study

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**Background**

Impact fees are one-time fees municipal and county governments and some special districts in Florida may charge a developer to cover a portion of the anticipated cost of additional infrastructure and public facilities needed to support a new development. The fees are charged to offset the “impact” of new development on roads, parks, schools, and other critical infrastructure. The rationale for the imposition of impact fees is that new development necessitates new or expanded infrastructure to accommodate new residents. Without the fees, existing residents would in effect be subsidizing the costs of new development.

In order to assess impact fees, a local government must adopt an ordinance that meets a series of requirements identified in Section 163.31801, Florida Statutes (“Florida Impact Fee Act” or “Act”). The Act defines infrastructure as “a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service.”

The Act also allows certain vehicles and associated equipment as needed for law enforcement, emergency medical services and schools. Impact fees must meet the criteria of the dual rational nexus test to be considered legal. This means that impact fees must have a reasonable connection (or rational nexus) between:

1. The proposed new development and the need for additional capital facilities; and,
2. The expenditure of funds and the benefits accruing to the proposed new development.

In order to adopt Impact Fees, the Village must adopt an Impact Fee Study (“Study”) outlining the “impacts” of new development upon the Village’s infrastructure, including Police, Fire Rescue, Waste Management, Parks, and General Administration. The Village hired Marlin Engineering to draft this Study. Attached is a letter and some issues that need to be discussed with the Village Council prior to submission of the draft Impact Fee schedule.

**Legal Review**

None at this time since this is a request for direction.

**Fiscal Impacts**

N/A

**Recommendation:**

Village Administration seeks Village Council consideration, input, and guidance regarding content of the proposed Impact Fee Study.

Sent Via Email

June 3, 2024

Caryn Gardner-Young  
Community Development Director  
Village of North Palm Beach  
420 US Hwy 1, Suite 21  
North Palm Beach, FL 33408

**RE: Village Impact Fee Study**

Dear Ms. Gardner-Young:

Marlin Engineering has been working on the Village's Impact Fee Study since the beginning of the year. Work is nearing completion however, some issues should be discussed prior to submission of the draft Impact Fee schedule.

Attached please find information on the following items for discussion at the June 13, 2024 Village Council Meeting:

- Population, Housing and Land Use Characteristics
- Park and Recreation Impact Fee
- Library Impact Fee
- Public Safety Impact Fee
- Solid Waste Impact Fee; and,
- Governmental Services Impact Fee.

Please let me know if you have any questions or comments.

Best Regards,



Walter H. Keller, PE., AICP.  
Project Manager and Chief Planner

WHK/US

Attachments



## **Discussion Issues Regarding the Village Impact Fee Study**

### Population, Housing and Land Use Characteristics

- 2020 U.S. Census and 2015, 2020 and 2022 U.S. Census American Community Survey
- Bureau of Economic Research (BEER), University of Florida
- Palm Beach County Property Appraiser Tax File
- Suggest Using Weighted Population in lieu of, Resident Population for Fee Study

### Park and Recreation Impact Fee

- 5 Neighborhood Parks (Anchorage, Anchorage Marina, Lakeside, Osborne & Veteran's Memorial)
- 2 Community Parks (Community Center and Country Club)
- Country Club includes Golf, Tennis, Swimming and Clubhouse
- Country Club is funded by a Village Enterprise Fund
- Propose not including Country Club in Fee Study due to the Enterprise Fund
- Clarify where the Parks and Recreation Staff are located

### Library Impact Fee

- Need to Clarify the floor area size of the Village Library
- Need to Clarify the Level of Service for the Library (Size per Capita, Volumes per Capita)

### Public Safety Impact Fee (Police and Fire-Rescue)

- Clarify the Number of Cars used by Fire Rescue

### Solid Waste Impact Fee

- Clarify the portion of the Public Works Complex Occupied by Solid Waste

### Governmental Services Impact Fee

- Clarify if any other Village Services are located outside of Village Hall

### Other Items

- Impact Fees are for Capital Improvement Items, not maintenance or operations
- Any Debt associated with any of the Impact Fees needs to be identified.