



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JULY 24, 2025
6:00 PM

Deborah Searcy
Mayor

Lisa Interlandi
Vice Mayor

Kristin Garrison
President Pro Tem

Susan Bickel
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR “WATCH LIVE” MEETING

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

APPROVAL OF MINUTES

- [1.](#) Minutes of the Special Session held June 26, 2025
- [2.](#) Minutes of the Regular Session held June 26, 2025
- [3.](#) Minutes of the Regular Session held July 10, 2025

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

CONSENT AGENDA

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

- 4. RESOLUTION** – Approving a Fourth Amendment to the Interlocal Agreement to establish the Municipal Public Safety Communications Consortium of Palm Beach County and authorizing execution of the Fourth Amendment.
- 5. RESOLUTIONS** – Approving three (3) separate Resolutions required by Huntington National Bank for the Lease of 80 GPS Equipped Lithium Golf Carts, a Utility Hauler, a Shuttle, and a Beverage Cart for the North Palm Beach Country Club.
- 6.** Receive for file Minutes of the Recreation Advisory Board meetings held 5/13/25 and 6/10/25.
- 7.** Receive for file Minutes of the Audit Committee meeting held 5/14/25.
- 8.** Receive for file Minutes of the Business Advisory Board meeting held 5/20/25.
- 9.** Receive for file Minutes of the Environmental Committee meeting held 6/2/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 10. 1ST READING OF ORDINANCE 2025-12 – CODE AMENDMENT – TREE PRESERVATION** Consider a motion to adopt on first reading Ordinance 2025-12 amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by adopting a new Article IX, "Tree Preservation."

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2025-2026 AND SETTING THE 1ST PUBLIC HEARING** Consider a motion to adopt a resolution adopting a tentative millage rate of 7.4000 mils for Fiscal Year 2026; establishing a date, time, and place for the first reading on the Tentative Budget and Proposed Millage Rate; and authorizing the Village Manager to submit the required forms to the Palm Beach County Property Appraiser.
- 12. PRESENTATION** – 2025 Village of North Palm Beach EAR-based Comprehensive Plan Amendments as a follow-up to the June 12, 2025, Village Council adoption.
- 13. PRESENTATION** – Lighthouse Drive Bridge Design

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

- 14. WORKSHOP** – Advisory Boards and Committees Chair Rotation

VILLAGE MANAGER MATTERS/REPORTS

- 15. DISCUSSION** – Budget Workshop Dates and Times

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 SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 26, 2025

Present:

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

ROLL CALL

Mayor Searcy called the meeting to order at 5:15 p.m. All members of Council were present. All members of staff were present.

ANNOUNCEMENT OF CLOSED ATTORNEY-CLIENT SESSION

Mayor Searcy announced the following:

The Village Council will have an Attorney Client Session in accordance with Section 286.011, Florida Statutes, regarding the following pending litigation:

MICHEAL A. BOZZUTO, an individual, and NP MANAGEMENT, LLC, a Florida limited liability company,

vs.

VILLAGE OF NORTH PALM BEACH,

Case no. 50-2024-CA-002377-XXXXA-MB
in the Palm Beach County Circuit Court.

The session is estimated to last thirty minutes and the following people will be in attendance:

Mayor Searcy	Deputy Village Manager Samia Janjua
Vice Mayor Interlandi	Village Attorney Len Rubin
President Pro Tem Garrison	Outside Counsel Eric Stettin
Councilmember Bickel	
Councilmember Puyol	

ANNOUNCEMENT OF CLOSED ATTORNEY-CLIENT SESSION *continued*

These proceedings will be recorded by a certified court reporter and, at the conclusion of all litigation discussed, the transcript will be made part of the public record.

The persons named will now recess to the Village Hall Conference Room to commence the Attorney-Client Session.

RECESS

Mayor Searcy recessed the Special Session at 5:17 p.m.

RECONVENED SPECIAL SESSION

The Special Session reconvened at 5:55 p.m. Mayor Searcy announced the termination of the Attorney-Client Session. All members of Council were present. All members of staff were present.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 5:55 p.m.

Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 26, 2025

Present:

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Vice Mayor Interlandi led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held June 12, 2025 were approved as written.

CONSENT AGENDA APPROVED

Councilmember Puyol moved to approve the Consent Agenda. Vice Mayor Interlandi seconded the motion, which passed unanimously. The following item was approved:

Resolution approving Amendments to the Defined Contribution and 457 Plans

RESOLUTION 2025-25 STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION

A motion was made by Councilmember Puyol and seconded by Councilmember Bickel to adopt Resolution 2025-25 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LIGHTING FACILITIES ALONG U.S. HIGHWAY ONE AND ALTERNATE A1A AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE

RESOLUTION 2025-25 STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION *continued*

AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Public Works Chad Girard explained that the purpose of the resolution was to enter an Agreement with the Florida Department of Transportation for the maintenance of lighting facilities within FDOT rights-of-way located within the Village’s corporate limits. Per the Agreement, the Village will serve as the maintaining agency responsible for the upkeep of the lighting facilities along U.S. Highway 1 and Alternate A1A.

Discussion ensued between Councilmembers and Mr. Girard regarding rights of ownership and the conditions of the Agreement.

Thereafter, the motion to adopt Resolution 2025-25 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

NPB University – “Know Your Department” – Building & Zoning, General Government

Deputy Village Manager Samia Janjua explained that the last installment of NPB University – “Know Your Department” would be presented by the Building and Zoning Department and all other departments which fall under the General Government category.

Building Director Val Perez began the presentation and reviewed the Building and Zoning Department’s Organizational Structure, Current Year Accomplishments, Looking Ahead (Goals and Objectives) and concluded with the Fiscal Year 2025 General Fund Budget Summary, six months ending 3/31/25, and Fiscal Year 2025 General Fund Budget Summary for the Building & Zoning Department.

Mrs. Janjua continued by reviewing the General Government Departments which included the Village Council, Village Manager, Village Attorney, Village Clerk, Finance, Information Technology, Human Resources and General Services – Village Hall. Mrs. Janjua reviewed the Village Manager’s Organizational Structure, Department Highlights and General Services – Village Hall.

Human Resources Director Jennifer Cain continued the presentation by reviewing the Human Resources’ Organizational Structure, Department Highlights, Six-Month Project Update, and Looking Ahead (Goals and Objectives).

Village Clerk Jessica Green continued the presentation by reviewing the Village Clerk’s Organizational Structure, Department Highlights, Current Year Accomplishments, and Looking Ahead (Goals and Objectives).

Finance Director Erica Ramirez continued the presentation by reviewing the Finance Department’s Organizational Structure, Department Highlights, Six-Month Project Update, Upcoming Projects, and Looking Ahead (Goals and Objectives).

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

NPB University – “Know Your Department – Building & Zoning, General Government *continued*

Information Technology Director Michael Applegate continued the presentation by reviewing the Information Technology Department’s Organizational Structure, Department Highlights, Six-Month Project Update, Upcoming Projects, and Looking Ahead (Goals and Objectives).

Mrs. Janjua concluded the presentation by reviewing the Fiscal Year 2025 General Fund Budget Summary, six months ending 3/31/25, and Fiscal Year 2025 General Fund Budget Summary for General Government (by Division).

Lighthouse Drive Bridge Design

Mr. Girard gave a status update regarding the Lighthouse Drive Bridge project. Mr. Girard discussed the concerns and issues that were raised by Council and the public. Mr. Girard stated that he would like to receive direction regarding the design of the bridge so that the project can move forward into the building phase. Mr. Girard discussed and explained the standards for Florida roads and bridges and requirements for fire trucks.

Discussion ensued between Councilmembers and Mr. Girard regarding sidewalk paths, proposed bike lanes and lane widths for the proposed Lighthouse Drive Bridge Project.

Council asked that Mr. Girard bring back a presentation with visuals of the different aspects and views of the proposed bridge design regarding sidewalk paths, bike lanes, barriers and lane widths.

Discussion continued regarding the properties surrounding the Lighthouse Bridge and how they may be impacted by the newly updated bridge.

Deborah Cross, 2560 Pepperwood Circle S., expressed her concerns and recommendations for the proposed Lighthouse Drive Bridge project.

Rita Budnyk, 804 Shore Court, stated that she was in agreement with Council regarding their requests for the design of proposed Lighthouse Drive Bridge project.

John Samadi, 512 Marlin Road, expressed his concerns regarding the proposed design of the Lighthouse Drive Bridge and its potential costs.

Lisa Jensen, 606 Shore Road, stated that she was in agreement with Council regarding their requests for the design of proposed Lighthouse Drive Bridge project.

Mr. Girard stated that he would bring back a presentation with visuals as requested by Council.

Discussion ensued between Councilmembers and Mr. Girard regarding what to include and not include in the presentation.

Council agreed that Mr. Girard should continue moving forward with the Lighthouse Drive Bridge project while simultaneously addressing the design concerns in the future presentation and providing education to the public.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Lighthouse Drive Bridge Design *continued*

Mr. Girard asked if the surveys that have been provided to residents, provided enough information for Council to make a decision or if they needed additional information.

Council agreed to answer Mr. Girard's question after the presentation was done at a future publicly noticed meeting.

Mayor Searcy recommended having discussions regarding creating a policy and procedure for regarding the use of Artificial Intelligence by Village employees.

Discussion ensued between Councilmembers, Mr. Rubin and Mr. Applegate regarding the use of Artificial Intelligence.

Council requested that information regarding best practices regarding the use of Artificial Intelligence be brought back for consideration in the future.

Mayor Searcy announced the upcoming 4th of July event at the Country Club and the times and locations for the event's planned activities.

Councilmember Bickel complimented and thanked Police Chief Robert Coliskey and the Police Department for their efforts in educating residents and the public regarding e-bike safety.

Mrs. Janjua thanked all of the Village Departments for their work and efforts on the NPB University presentations. Mrs. Janjua stated that there will be a NPB University – "Know Your Budget" presentation at the July 10th Council meeting and there will be a proposed budget presentation at the July 24th Council meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:02 p.m.

Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 10, 2025

Present:

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Vice Mayor Interlandi led the public in the Pledge.

AWARDS AND RECOGNITION

Proclamation – Parks and Recreation Month

Mayor Searcy read a proclamation for Parks and Recreation Month. Parks and Recreation Director Ashley Shipman thanked Council for the proclamation.

Proclamation – 14th Annual KidsFit Jamathon

Mayor Searcy read a proclamation for the 14th Annual KidsFit Jamathon. Deborah Feinsinger, Community Relations Director accepted the proclamation and thanked Council.

STATEMENTS FROM THE PUBLIC

Deborah Cross, 2560 Pepperwood Circle S., expressed her concerns that residents do not recognize that the swales are used for drainage throughout the Village. Mrs. Cross recommended education regarding the use and purpose of swales. Mrs. Cross asked if there were any ordinances or rules regarding perpetual “For Rent” signs in the residential neighborhoods. Mrs. Cross recommended researching and investigating the issue.

STATEMENTS FROM THE PUBLIC *continued*

Mary Phillips, on behalf of the Environmental Committee requested that Karen Marcus remain the Chairperson on the Environmental Committee. Ms. Phillips explained that the Environmental Committee voted unanimously at both the May and July meetings to have Ms. Marcus remain the chair. Ms. Phillips on behalf of the Environmental Committee requested a waiver of the ordinance that specifies that Boards and Committees' Chairs rotate annually.

President Pro Tem Interlandi stated that she supported a waiver of the code of ordinances to allow Ms. Marcus to remain the Chair of the Environmental Committee.

Mayor Searcy stated that although Ms. Marcus was eminently qualified to remain the Chair of the Environmental Committee she believed that the intention of the code was to give other members of boards and committees a chance to step into a leadership role as Chairperson and that there were other members of the Environmental Committee that were qualified to step into the Chairperson role.

Discussion ensued between Councilmembers and Mr. Rubin regarding the Environmental Committee's request to keep Ms. Marcus as their Chairperson.

Mr. Rubin stated that a motion could be made to suspend the code requirement for the Environmental Committee for this year and then revisit the topic the following year.

A motion was made by Councilmember Garrison and seconded by Councilmember Puyol to suspend the code requirement of rotating the Chairperson this year for the Environmental Committee. Thereafter the motion passed unanimously.

Marie Silvani, expressed her concerns regarding the request to waive the code requirement of the once a year rotation of chairpersons on the Village's Boards and Committees. Ms. Silvani indicated that she stepped in as Chairperson of the Audit Committee when the former Chairperson passed and was told at the May meeting that the Chairperson was required to rotate. Ms. Silvani stated that she was unaware that a waiver could be requested.

George Alger, expressed his concerns that the Waterways Board wanted to keep their current chairperson but was also advised that they were required to rotate.

Council came to consensus to bring forward a workshop item to discuss a proposed revision to the code requiring the Village's Boards and Committees' chairperson to rotate each year.

Mayor Searcy, Councilmember Bickel and Mr. Rubin addressed Mrs. Cross' concerns regarding rental signs stating that it would be addressed in the sign code when it is revised. Mrs. Cross was asked to provide Mr. Huff with the address of the property with the rental sign that she was concerned about.

INTRODUCTION OF APPLICANTS TO WATERWAYS BOARD

The following applicants were introduced to the Village Council:

Scott Bielecky	Kenneth Soule
Robert Hopley	Megan Komer

RESOLUTION 2025-26 – APPOINTING ONE RESIDENT MEMBER TO THE WATERWAYS BOARD

By written ballots, the originals of which are attached to the minutes of record, the Council appointed Scott Bielecky to the Waterways Board.

A motion was made by Councilmember Puyol and seconded by Councilmember Bickel to adopt Resolution 2025-26 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING A MEMBER TO THE WATERWAYS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Searcy expressed her thanks and appreciation to all those who applied and were willing to serve on the Village’s Waterways Board.

Thereafter, the motion to adopt Resolution 2025-26 passed unanimously.

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

George Alger, on behalf of the Waterways Board gave an update on an Oyster Festival that they were proposing to have in January, February or March of next year. Mr. Alger also gave an update on a proposed Mangrove Festival.

Kendra Zellner, on behalf of the Environmental Committee announced that they would re-stringing approximately 100 oysters on July 25th at 2 p.m. with a location to be determined.

CONSENT AGENDA APPROVED

Councilmember Puyol moved to approve the Consent Agenda. Vice Mayor Interlandi seconded the motion, which passed unanimously. The following item was approved:

Receive for file Minutes of the Planning, Zoning & Adjustment Board meeting held 6/3/25.

RESOLUTION 2025-27 IRRIGATION AND SOD INSTALLATION CONTRACT

A motion was made by Councilmember Puyol and seconded by Vice Mayor Interlandi to adopt Resolution 2025-27 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. FOR THE INSTALLATION OF A POTABLE WATER IRRIGATION LINE AND SOD AT ANCHORAGE PARK AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; WAIVING THE VILLAGE’S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Parks and Recreation, Ashley Shipman explained that the purpose of the resolution was approve a contract with Precision Landscape Company of Palm Beach County, Inc. for the installation of a new potable water irrigation line at Anchorage Park. The line would extend from the existing meter on the south side of the park to the area known as the “Bowl.” Ms. Shipman explained the details of the cost of the installation and what was included in the contract.

RESOLUTION 2025-27 IRRIGATION AND SOD INSTALLATION CONTRACT *continued*

Ms. Shipman stated that staff was recommending a waiver of the Village's purchasing policies and procedures in order to contract directly with Precision Landscape Company with whom the Village already has an existing contract.

Jason Frogge, on behalf of the Recreation Advisory Board stated that the Recreation Advisory Board voted unanimously to recommend the approval of a contract with Precision Landscape Company for the irrigation and sod installation at Anchorage Park.

Mayor Searcy asked why there was such a big price difference between St. Augustine sod versus paspalum sod.

Ms. Shipman explained that Precision was honoring the price in their current contract for the St. Augustine sod.

Mayor Searcy asked how the "Bowl" would be maintained to prevent children from tripping on the long threads of grass.

Ms. Shipman explained that she would ask Precision Landscape to raise or modify the "Bowl" in order to make it safer.

Councilmember Puyol showed a picture from the Town of Seaside Florida which showed their grass bowl.

Thereafter, the motion to adopt Resolution 2025-27 passed unanimously.

RESOLUTION 2025-28 PUBLIC PARTICIPATION RULES AND PROCEDURES

A motion was made by Councilmember Bickel and seconded by Councilmember Puyol to adopt Resolution 2025-28 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING PUBLIC PARTICIPATION AND DECORUM RULES AND PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the resolution was to formally adopt rules and procedures for public participation. Mr. Rubin reviewed and explained the procedure which included public participation rules, decorum rules and enforcement.

John Samadi, 512 Marlin Road, expressed his concerns regarding the adoption of rules and procedures for public participation.

Discussion ensued between Councilmembers and Mr. Rubin regarding the adoption of rules and procedures for public participation.

Mayor Searcy recommended that the sentence that stated "This time may be extended by the presiding officer or reduced by majority vote of the Council or Board" under Item C. 1. Public Participation Rules, be clarified by splitting the sentence into two sentences to distinguish what the presiding officer may do and what Council may do with regards to lengthening or shortening the time of a public comment.

RESOLUTION 2025-28 PUBLIC PARTICIPATION RULES AND PROCEDURES *continued*

A motion was made by Councilmember Puyol and seconded by Vice Mayor Interlandi to amend the sentence “This time may be extended by the presiding officer or reduced by majority vote of the Council or Board” under Item C. 1. Public Participation Rules into two sentences changing it to “This time may be extended by the presiding officer. Additionally, the amount of time for members to address particular agenda items may be reduced by majority vote of the Council or Board.”

Thereafter the motion to amend passed unanimously.

Thereafter, the motion to adopt Resolution 2025-28 passed unanimously.

COUNCIL AND ADMINISTRATION MATTERS

NPB University – “Know Your Budget”

Mr. Huff began the presentation by giving a Budget Overview. Mr. Huff continued the presentation and reviewed and explained Key Components of the Budget, Where does the Village’s Money come from, Understanding Your Property Taxes, Understanding Your 2025 Property Taxes: Bill Breakdown, Fiscal Year 2025 Adopted Budget: Revenue, Fiscal Year 2025 Adopted Budget: Expenses, Where does the Money Go?, Capital Improvement Plan (CIP), Budget Cycle, Council’s Role During Budget Process, 2026 Challenges, Tools for Transparency & Engagement, What Happens Next?, TRIM Compliance Timeline, Financial History, Clubhouse Construction Costs and Policy Decisions to Consider for Upcoming Budget Process.

Mr. Huff stated that Council was provided handouts that listed the Anchorage Marina Annual Fees, Anchorage Dry Storage Fee Comparison Chart, Anchorage Wet Slip Fee Comparison Chart, Golf Membership Fees and Golf Membership Fee Comparison Chart for their review and discussion. Mr. Huff reviewed and discussed the fee sheets. Staff was recommending a 30% increase for the Anchorage Park Dry Storage fees.

Discussion and review of the Anchorage Marina Annual Fees, Anchorage Dry Storage Fee Comparison Chart and Anchorage Wet Slip Fee Comparison Chart ensued between Councilmembers.

Council agreed with staff’s recommendation to raise the Anchorage Park Dry Storage fees by 30% for the upcoming FY 2025-2026 budget.

Discussion continued regarding the Anchorage Marina Wet Slip Fee Comparison Chart.

Council requested that the Anchorage Marina Wet Slip Fees be raised by 30% beginning this year.

Discussion continued regarding the Anchorage Marina Wet Slip Fees and parking at Anchorage Park.

Council began discussion and review of the Golf Membership Fees and Golf Membership Fee Comparison Chart.

Council discussed proposing that Golf Operations pay rent at a certain amount per year until 2029 for the use of the Country Club.

COUNCIL AND ADMINISTRATION MATTERS *continued*

Council agreed to request that Golf Operations pay rent in the amount of \$200,000 per year beginning next year.

Mr. Huff asked for direction regarding capital for the infrastructure of the tennis courts and the parking at the Country Club. Mr. Huff stated that an approximate estimate for the improvements was 1.2 to 1.4 million dollars.

Council agreed that both would be a Capital Improvement that would be considered and that those improvements were already listed in the Strategic Plan.

Council began review and discussion on Golf Membership Fees with Head Golf Professional Allan Bowman.

Council agreed that Mr. Bowman should review Golf Membership Fees and come back with any recommendations he has for increases.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Bickel stated that she would not be in town for the first Council meeting in August.

Vice Mayor Interlandi stated that she would not be able to attend the next Council meeting on July 24th.

Vice Mayor Interlandi announced that she was appointed to the Palm Beach County Water Resources Task Force and the Lake Worth Lagoon Initiative both on behalf of the Palm Beach County League of Cities.

Council congratulated Vice Mayor Interlandi on her appointments.

Councilmember Puyol showed a picture of the City of Rosemary that showed an example of a walkable community similar to what would be envisioned for the Village's Twin Cities Mall site.

Councilmember Puyol showed a picture of a bridge with a six (6) foot bike path and stated that six (6) feet would be plenty of room when considering a bike path for the design of the Lighthouse Bridge project.

Councilmember Puyol stated that on August 14th, all five FLC legislative policy committees will convene during the FLC Annual Conference for a joint meeting focused on property taxes.

Councilmember Puyol discussed the efforts of Council to have the Advisory Boards and Committees be more proactive in bringing information and recommendations to Council at Council meetings. Councilmember Puyol recommended inviting representatives from all of the boards and committees to speak on topics and concerns related to their board or committee.

Discussion ensued between Councilmembers regarding Advisory Boards and Committees reports to Council.

Mayor Searcy thanked staff for an another amazing 4th of July event and thanked Chief Coliskey for giving a tour of the Orca marine unit.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Searcy thanked Parks and Recreation for their wonderful summer camp extravaganza.

Mayor Searcy stated that the North County Chamber of Commerce was putting together a calendar featuring municipalities and asked what would be a feature of the Village that would make other towns want to be the Village.

Councilmembers gave ideas of different aspects of the Village that could be featured in the calendar.

Mayor Searcy asked for the Communications Department to bring forward ideas for a picture for the calendar.

VILLAGE MANAGER MATTERS/REPORTS

Workshop - Ordinance Adopting Tree Preservation Requirements and Tree Removal Permits

Mr. Rubin discussed and explained a draft ordinance that was provided by Vice Mayor Interlandi. Mr. Rubin stated that certain native trees would be protected under the proposed ordinance as well as swale trees. Mr. Rubin stated that there were exemptions provided in the proposed ordinance.

The permit to remove trees would need to be submitted to the Building and Zoning Department. There would also be a requirement for new development proposals to provide for tree preservation. Mr. Rubin suggested that the easiest way for a decision to be made on the applications would be for the Village to hire an Arborist to review and decide on the applications.

Discussion ensued between Mr. Rubin and Councilmembers regarding what to include in a proposed ordinance on tree preservation requirements and tree removal permits.

Council agreed that an Arborist should be hired or contracted to review the tree removal permits and that an appeal provision should be added to the proposed ordinance.

Karen Marcus, Kendra Zellner, Mary Phillips and Juliette Desfeux of the Environmental Committee thanked Council for proposing an ordinance on tree preservation requirements and tree removal permits and stated that they would support having an Arborist review the tree removal applications.

A motion was made by Vice Mayor Interlandi and seconded by Councilmember Bickel to implement a Zoning in Progress for the proposed ordinance on tree preservation requirements and tree removal permits.

Thereafter the motion passed unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:01 p.m.

Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Robert Coliskey, Police Chief

DATE: July 24, 2025

SUBJECT: **RESOLUTION – Approval of a Fourth Amendment to the Interlocal Agreement to Establish the Municipal Public Safety Communications Consortium (MPSCC) of Palm Beach County.**

Village Staff recommends Village Council approval of the attached Resolution approving a Fourth Amendment to the Interlocal Agreement to Establish the Municipal Public Safety Communications Consortium (“MPSCC”) of Palm Beach County.

The MPSCC was created in December 1999 as a cooperative arrangement to improve radio communications in Palm Beach County. Through the adoption of Resolution No. 2014-63 on September 25, 2014, the Village Council approved an Interlocal Agreement with MPSCC to provide for interoperable radio communications. The MPSCC infrastructure was already being utilized by the North County Dispatch Center, and that Center would be providing public safety communications dispatch services for the Village. The term of the Village’s Interlocal Agreement was coextensive with the MPSCC’s governing Interlocal Agreement.

The MPSCC governing Interlocal Agreement is scheduled to expire on September 30, 2025. Approval of the Fourth Amendment would continue the term for another fiscal year through September 30, 2026, to give the MPSCC and its members sufficient time to discuss, collaborate, and plan the forthcoming update to the radio system.

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

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolution approving a Fourth Amendment to the Interlocal Agreement to Establish the Municipal Public Safety Communications Consortium of Palm Beach County and authorizing the Mayor and Village Clerk to execute the Fourth Amendment in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT TO ESTABLISH THE MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracts with the Northern Municipal Regional Consortium Services Center (“NorthComm”) for law enforcement dispatch services; and

WHEREAS, when the Village migrated to NorthComm for dispatch services, NorthComm was already utilizing the Municipal Public Safety Communications Consortium (“MPSCC”) infrastructure, and through the adoption of Resolution No. 2014-63, the Village Council approved an Interlocal Agreement with the MPSCC; and

WHEREAS, the term of the Village’s Interlocal Agreement was coextensive with the MPSCC’s governing Interlocal Agreement, which will expire on September 30, 2025; and

WHEREAS, the proposed Fourth Amendment to the governing Interlocal Agreement would continue the term for another fiscal year through September 30, 2026, and the Village Council determines that the approval of the Fourth Amendment is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves the Fourth Amendment to the Interlocal Agreement to Establish the Municipal Public Safety Communications Consortium of Palm Beach County, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Fourth Amendment on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
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Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Amelia Jadoo
Daniel Harrell, Of Counsel

June 25, 2025

(Via Email: rmangold@atlantisfl.gov)
Chief Robert G. Mangold
Atlantis Police Department
260 Orange Tree Drive
Atlantis, Florida 33462

Re: MPSCC – Fourth Amendment to Interlocal Agreement

Chief Mangold:

In accordance with the direction given, attached please find the proposed Fourth Amendment to the Interlocal Agreement to Establish Municipal Public Safety Communications Consortium of Palm Beach County (“Amendment”). Please distribute the Amendment to MPSCC members for placement on the next available meeting agenda for each of their respective governing bodies. The Interlocal Agreement is set to expire on September 30, 2025, which means that the Amendment must be approved and executed by each municipality’s governing body before that date. The Amendment extends the Interlocal Agreement for one (1) year through September 30, 2026.

A brief history of the Interlocal Agreement explains the need for the Amendment. As you will recall, on December 13, 1999, by Interlocal Agreement, a copy of which is recorded in the Official Records Book 11528, Page 1283, the MPSCC was created as a cooperative arrangement to improve radio communications in Palm Beach County for its initial members and county, state and federal agencies (the “Interlocal Agreement”). The First Amendment to the Interlocal Agreement, dated December 8, 2003, provided for the initial members of the MPSCC authorizing the MPSCC to enter into an agreement with M/A-Com to provide the interoperable 800 MHZ radio system (the “Interoperable Radio System”) for the MPSCC. This First Amendment also authorized the MPSCC to secure financing for the Interoperable Radio System. By the Second Amendment to the Interlocal Agreement, a copy of which is recorded in the Official Records Book 20480, Page 1893, the members of the MPSCC rescinded the First Amendment to the Interlocal Agreement and re-authorized the purchase and implementation of the Interoperable Radio System by its Members

in two (2) phases (hereinafter the Interlocal Agreement and the Second Amendment thereto were jointly referred to as the "MPSCC Governing Agreement"). In the Third Amendment to the Interlocal Agreement, a copy of which is recorded in the Official Records Book 25388, Page 1904, the MPSCC Members provided a method for cost sharing and an identification of each entity's obligations and responsibilities related to Phase Two of the Interoperable Radio System, its future expansion and membership in the MPSCC. The MPSCC Governing Agreement, as previously amended by the Third Amendment, is scheduled to expire on September 30, 2025. The MPSCC and its Members recognize the mutual benefit of the Interoperable Radio System and the forthcoming update of such system, and the Fourth Amendment will extend the Governing Agreement through September 30, 2026, to provide more time for the members to discuss, collaborate on, and further plan such update.

Please review the attached Amendment and, if acceptable, please distribute to all members for further handling. Let me know if you have any questions.

Sincerely,



Glen J. Torcivia
MPSCC Attorney

Enclosed: Fourth Amendment to the Interlocal Agreement

**FOURTH AMENDMENT TO THE
INTERLOCAL AGREEMENT TO ESTABLISH MUNICIPAL PUBLIC SAFETY
COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY**

THIS FOURTH AMENDMENT (“Fourth Amendment”) to the **Interlocal Agreement To Establish Municipal Public Safety Communications Consortium of Palm Beach County** is made and entered into by and between the municipalities of **ATLANTIS, JUNO BEACH, JUPITER, JUPITER INLET COLONY, NORTH PALM BEACH, PALM BEACH GARDENS, TEQUESTA,** and **WEST PALM BEACH**, each of which is a Florida municipal corporation located in Palm Beach County, Florida, and the **MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY**, an entity created by the Florida Interlocal Cooperation Act of 1969 (hereinafter the “MPSCC”).

WHEREAS, on December 13, 1999, by Interlocal Agreement, a copy of which is recorded in the Official Records Book 11528, Page 1283, the MPSCC was created as a cooperative arrangement to improve radio communications in Palm Beach County for its initial members and county, state and federal agencies (the “Interlocal Agreement”); and

WHEREAS, the MPSCC Governing Agreement (i.e, Interlocal Agreement and Second Amendment), as previously amended by the Third Amendment, is scheduled to expire on September 30, 2025, and the parties wish to extend such Agreement through September 30, 2026; and,

WHEREAS, the Entities hereto independently and collectively have determined that entering into this Fourth Amendment serves the public interest and safety of all of the Entities hereto.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MPSCC and the municipalities of **ATLANTIS, JUNO BEACH, JUPITER, JUPITER INLET COLONY, NORTH PALM BEACH, PALM BEACH GARDENS, TEQUESTA,** and **WEST PALM BEACH** agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Term. Section 3 of the Interlocal Agreement, as previously amended, is hereby amended to extend the term of the Agreement through September 30, 2026. All other terms and conditions, as previously amended, remain in full force and effect. This Fourth Amendment shall be filed with the Clerk of the Circuit Court of the County and recorded in the Official Records.
3. Execution in Counterparts. This Fourth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Entities hereto have caused this Fourth Amendment to the Interlocal Agreement to Establish Municipal Public Safety Communications Consortium of Palm Beach County on the dates set forth below:

ATTEST:

MPSCC

By: _____
Secretary

By: _____

Approved as to form and
legal sufficiency

Date: _____, 2025

By: 
MPSCC Attorney

ATTEST:

CITY OF ATLANTIS

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

City Attorney

ATTEST:

TOWN OF JUNO BEACH

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

Town Attorney

ATTEST:

TOWN OF JUPITER

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

Town Attorney

ATTEST:

TOWN OF JUPITER INLET COLONY

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

Town Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

Village Attorney

ATTEST:

CITY OF PALM BEACH GARDENS

By: _____

By: _____

Approved as to form and legal sufficiency

Date: _____, 2025

City Attorney

ATTEST:

VILLAGE OF TEQUESTA

By: _____

By: _____

Approved as to form and legal
sufficiency

Date: _____, 2025

Village Attorney

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____

Date: _____, 2025

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: _____
Date: _____

RESOLUTION 2014-63

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MUNICIPAL PUBLIC SAFETY COMMUNICATIONS CONSORTIUM OF PALM BEACH COUNTY FOR INTEROPERABLE RADIO COMMUNICATIONS AND AUTHORIZING THE EXPENDITURE OF \$15,563.09 FOR THE VILLAGE'S PROPORTIONATE SHARE OF THE INFRASTRUCTURE COSTS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council wishes to enter into an Interlocal Agreement with the Municipal Public Safety Communications Consortium ("MPSCC") to provide for interoperable radio communications; and

WHEREAS, the MPSCC infrastructure is already utilized by the North County Dispatch Center, which will be providing public safety communications dispatch services for the Village; and

WHEREAS, the Interlocal Agreement sets forth the terms and conditions under which the Village will become a member of the MPSCC and pay its proportionate share of the infrastructure costs; and

WHEREAS, the Village Council determines that the execution of an Interlocal Agreement with the MPSCC is in the interests of the public health, safety and welfare.

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

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

Section 2. The Village Council hereby approves the Interlocal Agreement with the Municipal Public Safety Communications Consortium of Palm Beach County, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village. The Village Council further authorizes the expenditure of \$15,563.09 for the Village's proportionate share of the infrastructure costs, with funds expended from Account No. A5711-33491 (Police – Contractual Services).

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 become effective immediately upon adoption.

PASSED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2014.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between the Village of North Palm Beach, a Florida Municipal Corporation (hereinafter “NPB”) and the **Municipal Public Safety Communications Consortium of Palm Beach County, Inc.**, an entity created by the Florida Interlocal Cooperation Act of 1969 (hereinafter the “MPSCC”).

WITNESSETH:

NOW, THEREFORE, pursuant to Chapter 163, Part I, Florida Statutes, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each Entity, the Entities hereby enter into this Interlocal Agreement to expand the MPSCC’s Interoperable Radio System for NPB’s use, and agree, stipulate and covenant as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

“**Act**” means Chapter 163, Part I, Florida Statutes, which is sometimes cited as the “Florida Interlocal Cooperation Act of 1969,” as amended from time to time.

“**Agreement**” means this Interlocal Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“**Commencement Date**” or “**Effective Date**” means the date that the last of the Entities executes this Agreement.

“**Entity**” or “**Entities**” mean each or all, respectively, of NPB and/or the MPSCC.

“**Interoperable Radio System**” means the MPSCC owned interoperable 800 MHZ system which consists of Harris® Open Sky® radio infrastructure and Harris® microwave equipment. It includes Phase One, Phase Two and any future expansion of the interoperable 800 MHZ system including the NPB Expansion contemplated by this Agreement once it is completed and fully operational and made an integrated component of the 800 MHZ system.

“**Members**” means members of the MPSCC which currently include: City of Palm Beach Gardens; City of West Palm Beach; Town of Palm Beach; City of Atlantis; Town of Jupiter; Town of Juno Beach; Town of Jupiter Inlet Colony; and the Palm Beach County School Board, which may be referred to individually or collectively.

“**MPSCC Board**” means the Board of Directors of the MPSCC.

“**MPSCC Governing Agreement**” means that Interlocal Agreement, a copy of which is recorded in the Official Records Book 11528, Page 1283; that Second Amendment thereto, a

copy of which is recorded in the Official Records Book 20480, Page 1893; that Third Amendment thereto; and, as the aforementioned documents may be amended from time to time by the MPSCC Board and MPSCC Members.

“**Phase One**” means the initial design and construction of the Interoperable Radio System for the City of Palm Beach Gardens, City of West Palm Beach and the Town of Palm Beach.

“**Phase Two**” means the expansion of the Interoperable Radio System including, but not limited to, all backbone infrastructure, equipment, software, hardware, licenses, permits and any related leases for said expansion and all equipment necessary for certain MPSCC Members not in Phase One (excluding the Palm Beach County School Board) to gain access to and utilize the Interoperable Radio System.

“**NPB Equipment**” means NPB’s owned subscriber units such as handheld and mobile radios and control stations that have the ability to be programmed and used on the Interoperable Radio System and that equipment defined as “User Specific Items” in the MPSCC Governing Agreement. This shall also include those sites, licensing agreement(s), leasing agreement(s) and other structures, facilities and equipment which is not part of the “Backbone System” as defined in the MPSCC Governing Agreement.

All other terms in this Agreement shall have the same meaning as those terms are defined and used in the MPSCC Governing Agreement.

Section 1.02. CONSTRUCTION.

(A) **Singular and Plural; Terms.** The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms shall refer to this Agreement; the term “heretofore” shall mean before the date this Agreement is executed; and the term “hereafter” shall mean after the date this Agreement is executed.

(B) **Material Provisions; Drafting.** Each recital, covenant, agreement, representation and warranty made by an Entity herein shall be deemed to have been material and to have been relied on by the other Entities to this Agreement. All Entities have participated in the drafting and preparation of this Agreement or are a successor to the authors and a beneficiary hereof, and the provisions hereof shall not be construed for or against any Entity by reason of authorship.

(C) **Self Government.** Nothing in this Agreement is intended to, or shall be construed to, limit the power of local self-government of NPB or MPSCC or conflict with the constitution or laws of the State of Florida.

(D) **Pledge.** Nothing in this Agreement is intended, or shall be construed, to be a pledge by NPB or MPSCC of such local government’s full faith and credit, ad valorem taxing power or general government funds.

Section 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to

copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

Section 2.01. REPRESENTATIONS OF NPB. NPB makes the following representations to the other Entity:

(A) **Political Subdivision.** NPB is duly organized and validly existing as a municipal corporation pursuant to the constitution of the State of Florida.

(B) **Full Power and Authority.** NPB has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations and responsibilities hereunder.

(C) **Performance.** NPB is not in default under any provisions of the laws of the State of Florida that are material to the performance of its obligations under this Agreement.

(D) **Breach or Default.** The authorization, execution and delivery of this Agreement and the compliance by NPB with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the constitution or laws of the State of Florida relating to NPB or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which NPB is subject or by which it is bound.

(E) **Matters Materially Adversely Affecting Validity.** There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of NPB, threatened against or affecting NPB, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or that, in any way, would materially adversely affect this Agreement or any agreement or instrument to which NPB is an Entity and that is used or contemplated for use in the consummation of the transactions contemplated hereby.

Section 2.02. REPRESENTATIONS OF MPSCC. MPSCC makes the following representations to the other Entity:

(A) **Legal Entity.** MPSCC is duly organized and validly existing as an entity created by the Act.

(B) **Full Power and Authority.** MPSCC has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(C) **Performance.** MPSCC is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(D) **Breach or Default.** The authorization, execution and delivery of this Agreement and the compliance by MPSCC with the provisions hereof will not conflict with or

constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the constitution or laws of the State relating to MPSCC or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which MPSCC is subject or by which it is bound.

(E) **Matters Materially Adversely Affecting Validity.** There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of MPSCC, threatened against or affecting MPSCC wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or that, in any way, would materially adversely affect this Agreement or any agreement or instrument to which MPSCC is an Entity and that is used or contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE III ENTITIES' RESPONSIBILITIES

Section 3.01. NPB RESPONSIBILITIES. NPB shall have the following responsibilities:

(A) NPB shall be responsible for the expansion of the Interoperable Radio System by and through the purchase of Harris® subscriber units and other necessary equipment so that NPB may access and utilize the Interoperable Radio System throughout Palm Beach County and beyond ("NPB Expansion"). The NPB Expansion will not require any additions to the infrastructure for the Interoperable Radio System for NPB radio access or coverage. The scope of the NPB Expansion including the equipment and subscriber units to be utilized is further described in **Exhibit "A"** attached hereto and incorporated herein.

(B) NPB shall fully fund and pay for all costs associated with the NPB Expansion including, but not limited to, the integration and implementation of the NPB Expansion and along with all equipment, software, hardware, licenses, permits, and any other associated costs. In the event that the MPSCC is forced to incur any cost or expense directly related to the implementation of the NPB Expansion including, but not limited to, consulting costs, said cost or expense shall be paid by NPB to the MPSCC within thirty (30) days of notice of said cost or expense.

(C) The MPSCC has obtained an analysis and approval of the NPB Expansion to verify that the NPB Expansion including, but not limited to, its integration and implementation is compatible with and will not create interference with the Interoperable Radio System. Further, the Department of Management Services has approved the NPB Expansion as part of the Interoperable Radio System's overall approval and certification as a Law Enforcement Communications System in the State of Florida. Accordingly, NPB will not be required to contract with a consultant on the integration and implementation of the NPB Expansion.

(D) All NPB Equipment connected to and/or utilized with the Interoperable Radio System shall be compatible with the Interoperable Radio System. NPB shall be required to keep NPB Equipment in proper operating condition and NPB is solely responsible for all costs and maintenance of the NPB Equipment.

(E) The NPB point of contact for matters relating to this Agreement, the MPSCC Governing Agreement and the Interoperable Radio System is Chief Richard Jenkins, who may be contacted at (561) 882-1143 (phone); (561) 881-1141 (fax); and e-mail: rjenkins@village-npb.org. NPB shall also identify to the MPSCC any and all persons who are authorized to request changes to the Interoperable Radio System on behalf of the NPB.

(F) The NPB shall provide the MPSCC with an initial inventory of radios that are proposed to be used on the Interoperable Radio System as soon as such inventory of radios is reasonably known by the NPB.

(G) For fiscal year 2014-2015, NPB's Annual Proportionate Share shall be based on forty-three (43) radios. Thereafter, on or about February 15th of each year, the MPSCC will e-mail the NPB with the NPB's radio inventory count for NPB radios being used on the Interoperable Radio System and the total radio inventory count for all MPSCC Member radios being used on the Interoperable Radio System as of February 1st. The NPB's radio inventory count will be compared to the total radio inventory count. Said comparison will create a percentage to be used to establish the NPB's Annual Proportionate Share for each fiscal year. The MPSCC will strive to notify the NPB by February 15th of each year of the NPB's radio inventory count and the total radio inventory count and by March 1st of each year of the NPB's Annual Proportionate Share for the upcoming fiscal year. It is the intent of the MPSCC to have all MPSCC Members share the infrastructure costs of the Interoperable Radio System as part of each Member's Annual Proportionate Share until the infrastructure costs are balanced and shared proportionately by all Members. The Annual Proportionate Share shall also be used to proportionately share the operational and maintenance costs of the Interoperable Radio System.

(H) Upon the purchase of the Harris® subscriber units for the NPB Expansion, the NPB shall become a member of the MPSCC consistent with the requirements of this Agreement and the MPSCC Governing Agreement as amended from time to time.

(I) NPB acknowledges and agrees that the Interoperable Radio System is a proprietary network and no other networks or data shall be transmitted on the Interoperable Radio System.

Section 3.02. MPSCC's RESPONSIBILITIES. The MPSCC shall have the following responsibilities and obligations with respect to the NPB Expansion, the Interoperable Radio System and NPB:

(A) The MPSCC shall be responsible for the maintenance and operation of the Interoperable Radio System including the NPB Expansion (and any applicable phase of the NPB Expansion) once it is completed, integrated and fully operational. Notwithstanding the foregoing, the MPSCC shall not be responsible for maintenance or operation of NPB Equipment. The MPSCC shall notify the NPB point of contact in advance of scheduled maintenance which impacts the users of the Interoperable Radio System and shall respond to emergencies in a timely fashion. Routine maintenance that affects system coverage and/or capacity shall be attempted to be made during non-peak hours.

(B) The MPSCC shall be responsible for all permitting, licensing, and fees associated with the maintenance and operation of the Interoperable Radio System including the NPB Expansion (an any applicable phase of the NPB Expansion) once it is completed, integrated and fully operational. Notwithstanding the foregoing, the MPSCC shall not be responsible for the permitting, licensing or fees associated with NPB Equipment.

(C) The MPSCC shall maintain the Interoperable Radio System consistent with industry standards for the same or similar 800 MHZ systems so that radio coverage as shown in the coverage map set forth in **Exhibit "B"**, attached hereto and incorporated herein, is maintained for the term of this Agreement. The coverage map set forth in Exhibit "B" may change as the Interoperable Radio System expands and the MPSCC will take all reasonable steps reasonably necessary and consistent with industry standards for such change to only result in an increase in coverage for the Interoperable Radio System. Notwithstanding the foregoing, the NPB expressly agrees and acknowledges that the coverage provided in Exhibit "B" may be interrupted during times of scheduled preventative or emergency maintenance, where it will be required to disable portions of the Interoperable Radio System for a pre-determined or unknown length of time. Further, the NPB expressly agrees and acknowledges that systems like the Interoperable Radio System are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of the MPSCC such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. MPSCC cannot be responsible for or warrant against interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. While the MPSCC shall be responsible for taking all reasonable steps necessary to minimize such interference and noise on the Interoperable Radio System, one hundred (100%) coverage of any area at all times and total freedom from noise and interference cannot be guaranteed. **ACCORDINGLY, THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE INTEROPERABLE RADIO SYSTEM OR RADIO COVERAGE PROVIDED. IN NO EVENT SHALL THE MPSCC BE LIABLE TO THE NPB FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, OR CLAIMS BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, DAMAGES ATTRIBUTED TO ANY MALFUNCTION OF THE INTEROPERABLE RADIO SYSTEM REGARDLESS OF THE CAUSE OF ACTION EVEN IF MPSCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MPSCC'S LIABILITY FOR ALL CLAIMS BROUGHT UNDER THIS AGREEMENT OR RELATING TO USERS OF THE INTEROPERABLE RADIO SYSTEM VIA THE NPB EXPANSION (OR ANY APPLICABLE PHASE OF THE NPB EXPANSION), REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNTS PAID TO THE MPSCC UNDER THIS AGREEMENT BY THE NPB.**

(D) The MPSCC will provide notifications of Interoperable Radio System problems and time for Interoperable Radio System restoration to the NPB point of contact within reasonable time frames.

(E) The MPSCC point of contact for this Agreement and the Interoperable Radio System is Ernie Carr who may be contacted at (561)799-4499 (phone); (561)799-4473 (fax).

(F) During the design, integration and implementation of the NPB Expansion, the MPSCC shall provide access to any MPSCC records, maps, drawings, sites, structures or other facilities related to the Interoperable Radio System and assist in obtaining access to any MPSCC Member records, maps, drawings, sites, structures or other facilities related to the Interoperable Radio System. The MPSCC shall also execute or assist in the execution of such documents as may be reasonable necessary for the design, integration and implementation of the NPB Expansion excluding any documents which would make the MPSCC liable for any costs or expense related to the NPB Expansion.

ARTICLE IV GENERAL PROVISIONS

Section 4.01. AGREEMENT PROVISIONS. This Agreement constitutes a joint exercise of power, privilege or authority by and among the Entities and shall be deemed to be an “interlocal agreement” within the meaning of the Act. This Agreement shall be filed with the Clerk of the Circuit Court and recorded in the Official Records.

Section 4.02. LIMITATION ON TERMINATION OR WITHDRAW. Notwithstanding any other provision in this Agreement or the MPSCC Governing Agreement to the contrary, the NPB shall not have a right to terminate this Agreement or withdraw from the MPSCC prior to the completion and full implementation of the NPB Expansion. At no time shall the NPB be entitled to any funds or payment of monies from the MPSCC for the design, construction, integration or implementation of the NPB Expansion.

Section 4.03. MODIFICATION. Any amendment or modification to this Agreement shall require the written approval of the MPSCC Board and the NPB.

Section 4.04. FORCE MAJEURE. Except as otherwise provided in this Agreement, neither Entity shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), or any other cause of any nature whatsoever beyond the control of either Entity which was not avoidable in the exercise of reasonable care and foresight.

Section 4.05. TERM OF AGREEMENT. The term of this Agreement shall begin on the Commencement Date and shall continue for a that length of time consistent with the MPSCC Governing Agreement as may be amended from time to time unless earlier terminated as set forth herein. This Agreement may be terminated by unanimous written agreement of the Entities.

Section 4.06. GOOD FAITH. The Entities agree to act in accordance with the principles of good faith and fair dealing in the performance of this Agreement.

Section 4.07. FAILURE OF PERFORMANCE, DISPUTE RESOLUTION AND RIGHTS AND REMEDIES.

(A) **Breach.** A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement.

(B) **Dispute Resolution.** The Entities hereto expressly covenant and agree that in the event an Entity is in default of its obligations herein, the Entity not in default shall provide to the Entity in default written notice of such default. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Entities agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues. Any Entity may initiate the dispute resolution process by providing written notice to the other Entity.

(C) **Rights; Remedies.** The Entities agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section. If the Entities are unable to informally resolve the disputed issues, unless otherwise provided herein, the Entities may proceed at law or in equity to enforce their rights under this Agreement and seek any remedies available at law or in equity.

(D) **Litigation Costs and Fees.** In any litigation arising out of this Agreement, each Entity in such litigation shall bear its own attorney's fees and costs.

(E) **MPSCC Right to Terminate.** Notwithstanding the foregoing, should NPB Expansion not be fully integrated and made an operational component of the Interoperable Radio System for any reason beyond the time reasonably necessary for such implementation and operation, the MPSCC shall have the right to unilaterally terminate this Agreement upon ninety (90) days written notice to the NPB.

Section 4.08. EFFECT ON MPSCC GOVERNING AGREEMENT. This Agreement shall take precedence over the MPSCC Governing Agreement in the event of a direct conflict between them. However, this Agreement and the MPSCC Governing Agreement should be read and construed in such a manner as to avoid such a conflict. All terms and conditions of the MPSCC Governing Agreement not in direct conflict herewith or as amended, modified or changed herein shall remain in full force and effect and applicable to the NPB once it becomes an MPSCC Member unless otherwise stated herein.

Section 4.09. SOVEREIGN IMMUNITY AND NO THIRD PARTY BENEFICIARIES. The MPSCC and the NPB expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Fla. Stat., as amended from time to time. Nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Further, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Entities which execute this Agreement.

Section 4.10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Entities pertaining to the subject matter hereof, and supersedes all prior

and contemporaneous agreements, understandings, negotiations and discussions of the Entities, whether oral or written, and there are no warranties, representations or other agreements among the Entities in connection with the subject matter hereof, except as specifically set forth herein.

Section 4.11. AMENDMENTS AND WAIVERS. No amendment, supplement to, modification or waiver of this Agreement shall be binding unless executed in writing by all Entities hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification or waiver of this Agreement shall be filed with the Clerk of the Circuit Court and recorded in the Official Records. Neither the failure nor any delay by any Entity hereto in exercising any right or power under this Agreement nor any course of dealing between or among the Entities will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

Section 4.12. ASSIGNMENT. No assignment of this Agreement shall be made in whole or in part by any Entity without the express written consent of the other Entities, which may be withheld in their sole discretion.

Section 4.13. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.14. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the Entities, their respective successors and assigns and shall inure to the benefit of the Entities, their respective successors and assigns.

Section 4.15. COSTS AND FEES ASSOCIATED WITH TRANSACTION. Except as expressly provided otherwise in this Agreement, each Entity shall be responsible for securing its own counsel for representation relative to the negotiation, preparation and implementation of this Agreement, and all other matters associated with the implementation or performance hereunder, unless otherwise specified herein; and, each Entity shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

Section 4.18 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the Entities at the following addresses:

NPB:

Attn: James P. Kelly, Village Manager
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408
Telephone Number: (561) 841-3361
Fax: (561) 848-3344

With a copy to:

Leonard G. Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Telephone Number: (561) 721-1683
Fax Number: (561) 686-8764

MPSCC:

Attn: MPSCC Executive Director
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410
Telephone Number: (561) 799-4499
Fax Number: (561) 799-4473

With a copy to:

Glen J. Torcivia & Associates, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Telephone Number: (561) 686-8700
Fax Number: (561) 686-8764

Any of the Entities may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three days after the date mailed.

Section 4.17. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Unless otherwise required by law or otherwise agreed to by all Entities hereto, venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in Palm Beach County, Florida.

Section 4.18. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.19. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The time period specified in this Agreement shall expire at midnight on the date stated unless the Entities agree in writing to a different date or time. Any time period provided for herein that ends on a Saturday, Sunday or legal holiday shall extend to 5:00 P.M. on the next business day.

Section 4.20. RISK OF LOSS. At all times prior to NPB's transfer and/or assignment of the NPB Expansion to the MPSCC, the NPB shall self-insure or maintain adequate fire and extended insurance coverage for the cost of any repairs applicable to the NPB Expansion that may be required by casualty damage. The risk of loss for the NPB Expansion shall pass to the MPSCC upon assignment and/or transfer from NPB.

Section 4.21. ACCESS AND AUDIT. NPB shall maintain all agreements, correspondence, documents, and copies of communications ("records") regarding the NPB Expansion for at least three (3) years after the NPB Expansion is complete, integrated and fully operational or as may otherwise be required by law (whichever is longer). The MPSCC shall have access to the records for purpose of inspection or audit during normal business hours at the NPB or as otherwise mutually agreed by the Entities.

Section 4.22. EQUAL OPPORTUNITY PROVISION. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 4.23. NO AGENCY RELATIONSHIP. Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

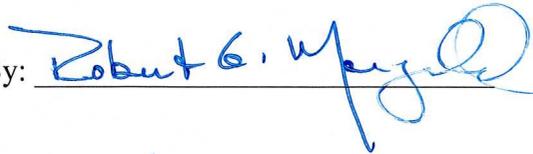
REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Entities have caused this Interlocal Agreement to expand the Interoperable Radio System on the dates set forth below:

ATTEST:

MPSCC

By: 
Executive Director

By: 

Date: 10/01, 2014

Approved as to form and legal sufficiency

By: N/A
MPSCC Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: 
Melissa Teal, Village Clerk

By: 
Darryl C. Aubrey, Mayor

Date: SEPTEMBER 25, 2014

Approved as to form and legal sufficiency

By: 
Leonard G. Rubin, Village Attorney

EXHIBIT "A"

SCOPE OF NPB EXPANSION
INCLUDING PRIMARY EQUIPMENT

(consisting of 1 page)

- | | | |
|----|---|-------------------------|
| 40 | XG-75 Harris Portable Radio
Package includes: Radio
Opens-Sky, P-25 Trunking,
P-25 Conventional, 2 batteries,
Shoulder Mic, 2 Antennas, Leather Case,
Belt Clip, Charger, Programming. | \$3,508.36 / 140,334.40 |
| 3 | M7300 Harris Mobile Radio
Includes: Radio, Remote
Head, Noise Cancel Mic,
Install Kit, Antenna
Installed. | \$4,243.75 / 12,731.25 |

EXHIBIT "B"

COVERAGE MAP

(consisting of 1 page)

Design: Covered Area
Service: Portable, Talkback, Indoors, No SMA, OpenSky 4-slot
Engineer: 8ZD4
Map type - 1:150,836

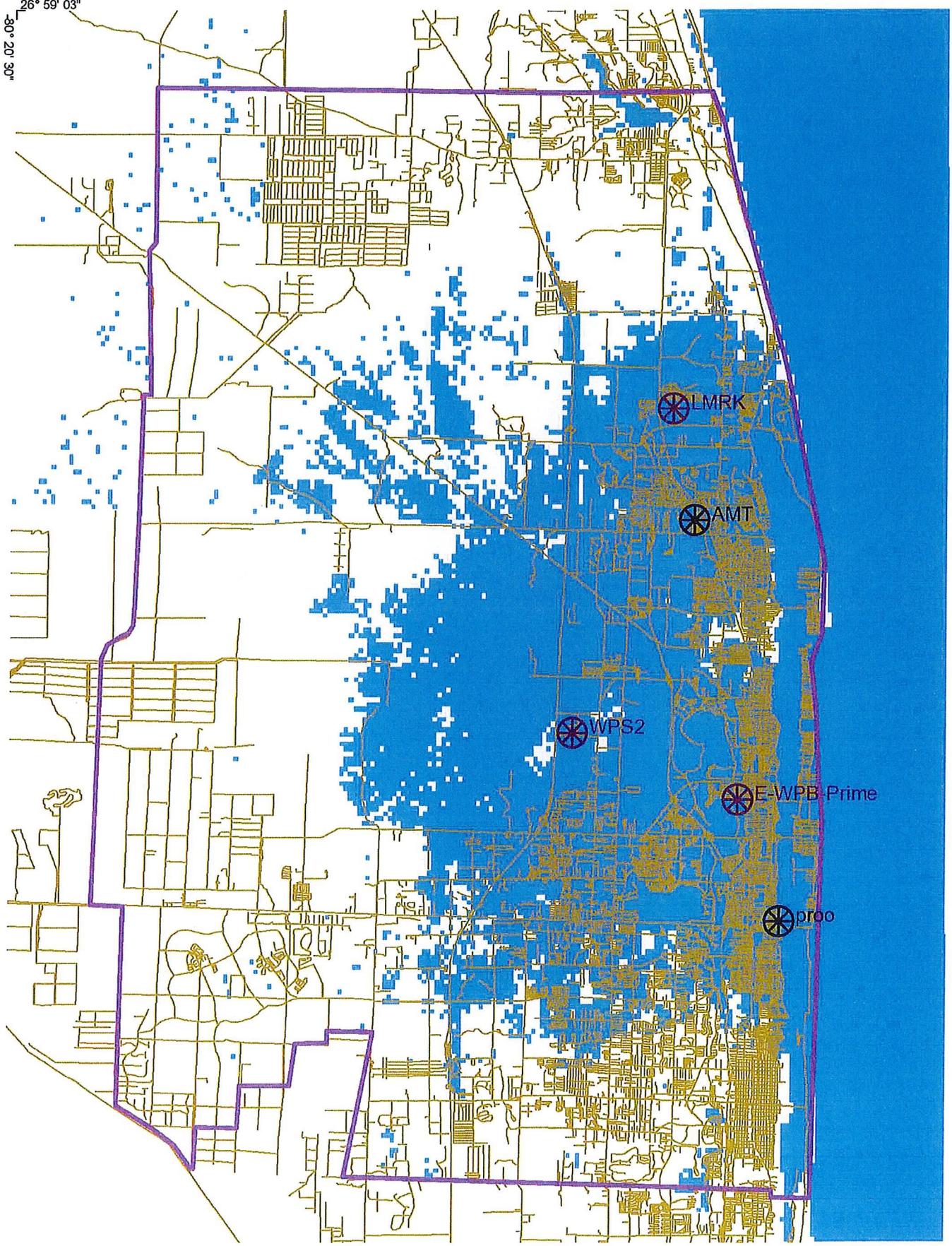
Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.

< -102.0dBm <0 dBm

Scale - miles



26° 59' 03"
30° 20' 30"



VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 24, 2025

SUBJECT: **RESOLUTION** – Approval of Resolutions required by Huntington National Bank for the Lease of 80 GPS Equipped Lithium Golf Carts, a Utility Hauler, a Shuttle, and a Beverage Cart for the North Palm Beach Country Club

Through the adoption of Resolution No. 2024-37 on April 25, 2024, the Village Council approved a nine (9) month extension to its existing Lease Agreement and accepted a proposal submitted by E-Z-GO, a division of Textron, Inc., for the lease of eighty (80) 2026 RXV ELITE Lithium golf carts equipped with GPS, one utility hauler, one shuttle and one beverage cart pursuant to pricing established in an existing Omnia Partners, Public Sector Contract commencing October 2025. The total cost to the Village over the thirty-six (36) month lease term is \$732,250.80. Resolution No. 2024-37 further authorized the Village Manager to execute the Lease Agreements and all related documents necessary to effectuate the transaction, subject to review and approval as to form and legal sufficiency by the Village Attorney.

This transaction is governed by the Master Lease Agreement executed by the Village in 2021. Huntington National Bank has divided the new transaction into three Separate Equipment Schedules to the Master Lease Agreement:

1. Seventy-four (74) 2026 E-Z-GO RXV ELITE Golf Carts and six (6) 2026 E-Z-GO Freedom ELITE Golf Carts;
2. Eighty (80) PACE 10EX GPS Units (together with all attachments and accessories); and
3. One (1) 2026 Cushman Hauler 800X Gas; one (1) 2026 E-Z-GO Shuttle 6 ELITE; and one 2026 Cushman Hauler Pro ELITE Refresher Oasis.

For each of the three Equipment Schedules to the Master Lease Agreement, the Bank is requiring a separate Resolution with specific language to effectuate the transaction. The three proposed Resolutions are attached, along with copies of the final Lease Documents and a copy of Resolution No. 2024-37.

There is no additional fiscal impact over and above the amount previously approved by the Village Council through the adoption of Resolution No. 2024-37

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolutions required by Huntington National Bank to effectuate the lease of the eighty (80) GPS equipped golf carts, the shuttle, the beverage cart, and the hauler previously approved by the Village Council through the adoption of Resolution No. 2024-37.

RESOLUTION 2025-_____

LEASE NO. 20000035270

Dated as of July 14, 2025

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 20000035270 DATED JULY 14, 2025 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408-3813 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BOULEVARD, SUITE 700, MINNETONKA, HENNEPIN, MN 55305-5517 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach, Florida (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates

and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption and approval.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2025-_____

LEASE NO. 20000035248

Dated as of July 14, 2025

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 20000035248 DATED JULY 14, 2025 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408-3813 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BOULEVARD, SUITE 700, MINNETONKA, HENNEPIN, MN 55305-5517 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach, Florida (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates

and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption and approval.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2025-_____

LEASE NO. 20000035274

Dated as of July 14, 2025

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF LEASE NO. 20000035274 DATED JULY 14, 2025 (THE "LEASE") BETWEEN THE VILLAGE OF NORTH PALM BEACH, 501 U.S. HIGHWAY ONE (COUNTRY CLUB ADDRESS: 951 U.S. HIGHWAY ONE), NORTH PALM BEACH, FL 33408-3813 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BOULEVARD, SUITE 700, MINNETONKA, HENNEPIN, MN 55305-5517 AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach, Florida (the "Lessee") is a municipal corporation and political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Village Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates

and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 4. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

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

Section 7. This Resolution shall take effect immediately upon adoption and approval.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



RESOLUTION 2024-37

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM E-Z-GO, A DIVISION OF TEXTRON, INC., FOR A NINE-MONTH EXTENSION OF THE EXISTING LEASE AND A NEW THIRTY-SIX MONTH LEASE FOR EIGHTY GPS EQUIPPED GOLF CARTS, ONE UTILITY HAULER, ONE SHUTTLE, AND ONE BEVERAGE CART PURSUANT TO PRICING ESTABLISHED IN AN EXISTING OMNIA PARTNERS PUBLIC SECTOR CONTRACT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY LEASE AGREEMENTS AND RELATED DOCUMENTS IN ACCORDANCE WITH THE TERMS OF THE PROPOSAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting a proposal from E-Z-GO, a division of Textron, Inc., for a nine-month extension of the Village's existing lease agreement and a new thirty-six-month lease commencing in October 2025 for eighty (80) 2026 RXV ELITE Lithium golf carts equipped with GPS, one (1) utility hauler, one (1) shuttle and one (1) beverage cart pursuant to pricing established in an existing Omnia Partners, Public Sector Contract (No. R210201); and

WHEREAS, the Village Council wishes to accept the E-Z-GO proposal and authorize the Village Manager to execute the necessary lease agreements and related documents; 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 E-Z-GO, a division of Textron, Inc., for a nine-month extension of the Village's existing lease agreement and a new thirty-six-month lease commencing in October 2025 for eighty (80) 2026 RXV ELITE Lithium golf carts equipped with GPS, one (1) utility hauler, one (1) shuttle and one (1) beverage cart pursuant to pricing established in an existing Omnia Partners, Public Sector Contract (No. R210201) at a total cost of \$840,325.68, with funds expended from Account No. L8046-33491 (Golf – Contractual Services).

Section 3. Subject to review and approval as to form and legal sufficiency by the Village Attorney, the Village Council further authorizes the Village Manager to execute the required lease agreements and all related documents necessary to effectuate the transaction.

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

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 25TH DAY OF APRIL, 2024.





MAYOR

ATTEST:



VILLAGE CLERK

The Best Will Always Have Our
Name On It.



PREPARED FOR:

North Palm Beach Country Club



Partner with the Industry Leader



ELiTE
LITHIUM



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

February 20, 2024

Allan Bowman
North Palm Beach Country Club
951 US HWY 1
NORTH PALM BEACH, 33408

Dear Allan Bowman,

E-Z-GO® is honored to prepare this exclusive proposal for North Palm Beach Country Club and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at North Palm Beach Country Club.

With sincere appreciation,

John Baughman
Sr. Fleet Sales Representative
(954) 540-2764
jbaughman@textron.com



Proposal

North Palm Beach Country Club

February 20, 2024

RXV FREEDOM ELITE

STANDARD FEATURES

5 – YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

ADVANCED INTELLIBRAKE TECHNOLOGY

SAMSUNG SDI LITHIUM BATTERIES

UNBEATABLE ENERGY EFFICIENCY

LOWEST COST OF OPERATIONS

ACCESSORIES

2024 Model Year	6
Body Color Ocean Gray	6
Premium Seat Gray	6
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	6
Spoke, Silver (Set of 4)	6
2.2 Single ELiTE Battery Pack	6
Light World Charger, ELiTE (3 m [10 ft] Cord)	6
Premium Steering Wheel	6
Frame - E-Shield E-Coat Enhanced Coating	6
Headlights/Taillights/Brake Lights (LED) (Turn Signals Not Included)	6
State of Charge Meter	6
DC Converter	6
USB Port	6
Cooler & Bracket (Passenger Side)	6
Sand Bottle (Single) (Both)	12
Sand Bottle Premium Seat Bracket ()	1
Sand Bucket & Bracket (Driver Side)	6
Windshield, Fold Down	6
NEW Canopy Top, 2 Passenger Modular, Black	6
Pace Wiring Harness Screens	6
Custom Logo/Decals	6
Freight	6



Proposal

North Palm Beach Country Club

February 20, 2024

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

ADVANCED INTELLIBRAKE TECHNOLOGY

SAMSUNG SDI LITHIUM BATTERIES

UNBEATABLE ENERGY EFFICIENCY

LOWEST COST OF OPERATIONS

ACCESSORIES

2024 Model Year	74
Body Color Ocean Gray	74
Premium Seat Gray	74
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	74
Spoke, Silver (Set of 4)	74
2.2 Single ELiTE Battery Pack	74
Light World Charger, ELiTE (3 m [10 ft] Cord)	74
Premium Steering Wheel	74
Frame - E-Shield E-Coat Enhanced Coating	74
USB Port	74
Cooler & Bracket (Passenger Side)	74
Sand Bottle (Single) (Both)	148
Sand Bucket & Bracket (Driver Side)	74
Windshield Mounted Message Holder	74
Windshield, Fold Down	74
NEW Canopy Top, 2 Passenger Modular, Black	74
Pace Wiring Harness Screens	74
Custom Logo/Decals	74
Freight	74



Proposal

North Palm Beach Country Club

February 20, 2024

HAULER 800X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE

800-LB VEHICLE LOAD CAPACITY

FUNCTIONAL DASHBOARD WITH
STORAGE

8.4-CU-FT CARGO BED

HEADLIGHTS & BRUSHGUARD

LIFTED SUSPENSION

ACCESSORIES

K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Body Color Forest Green	1
Side Decals Matte Black (no decal)	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Large Fender Flares	1
Fuel/Oil Gauge	1
Hour Meter	1
Halogen Headlights	1
Plastic Bed Box (Manual Lift)	1
Ball Cage - ROPS Certified	1
Freight	1



Proposal

North Palm Beach Country Club

February 20, 2024

SHUTTLE 6 ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

1,200-LB VEHICLE LOAD CAPACITY

6-PASSENGER SEATING

HEADLIGHTS, BRAKELIGHTS AND TAIL LIGHTS

SAMSUNG SDI LITHIUM BATTERIES

ACCESSORIES

Hole-N-One 18 x 8.5-8 (Front)	1
Hole-N-One 18 x 8.5-8 (Rear)	1
Silver Metallic (Set of 4)	1
Body Color Forest Green	1
ELiTE World Charger, 48V DC, 10' (3.0M) Cord UL/CSA	1
Seat Color - 6 Passenger Only (Gray)	1
Headlights	1
Horn	1
ELiTE 4.2 Batteries	1
DC/DC Converter	1
State of Charge Meter	1
Hour Meter	1
USB Port, Dual	1
5 Panel Mirror	1
Windshield Split	1
Frame - E-Shield E-Coat Enhanced Coating	1
Brushguard	1
Sun Canopy Top, 116" Black	1
Limited Slip Differential	1
Custom Logo/Decals	1
Freight	1



Proposal

North Palm Beach Country Club

February 20, 2024

REFRESHER OASIS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE

4 COLD STORAGE DRAWERS

12.1-SQ-FT WRAP-AROUND COUNTER

MERCHANDISE CABINET

500 CAN CAPACITY

MERCHANDISE CABINET

ACCESSORIES

Cowl Color Forest Green	1
Refresher Unit Color Graphite Gray	1
Side Decals Matte Black (no decal)	1
Standard Seat Gray	1
K399 Load Star 18.5 x 8.5 - 8, 8 Ply Rated, Black Wheel	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Hour Meter	1
Fuel/Oil Gauge	1
Halogen Headlights	1
Counter Top White	1
Sun Canopy, Slate (with Pebble Platinum)	1
Airpots (two, three liter airpots mounted on the dry goods section)	1
Consumable Ice Bin with Lid	1
Windshield, Flat with Side Mirrors	1
Custom Logo/Decals	1
Freight	1



Proposal

North Palm Beach Country Club

February 20, 2024

PACE 10EX (36 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA

AUTOMATIC SOFTWARE UPDATES

10" ULTRA-BRIGHT TOUCHSCREEN
DISPLAY

ACCURATE HOLE AND YARDAGE GPS

ENHANCED HD HOLE GRAPHICS

GEOFENCING & VEHICLE ALERTS

ACCESSORIES



Proposal

North Palm Beach Country Club

February 20, 2024

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELITE	74	36 Month	\$189.00	\$13,986.00
	2024	RXV Freedom ELITE	6	36 Month	\$189.00	\$1,134.00
	2024	Hauler 800X Gas	1	36 Month	\$312.85	\$312.85
	2024	Shuttle 6 ELITE	1	36 Month	\$376.45	\$376.45
	2024	Refresher Oasis	1	36 Month	\$535.00	\$535.00
		Pace 10EX (36 Mo)	80	36 Month	\$49.95	\$3,996.00
					MONTHLY AMOUNT	\$20,340.30

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	All	October 2025	November 2025

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, **North Palm Beach Country Club** current lease schedule(s) **0843032-100** will be terminated after **Oct 22, 2025** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **North Palm Beach Country Club** current lease schedule(s) **0843032-101** will be terminated after **Oct 22, 2025** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **North Palm Beach Country Club** current lease schedule(s) **0843032-102** will be terminated after **Oct 22, 2025** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **North Palm Beach Country Club** current lease schedule(s) **0843032-102** will be terminated after **Oct 22, 2025** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **North Palm Beach Country Club** current lease schedule(s) **0843032-102** will be terminated after **Oct 22, 2025** payment has been made provided the lease is current and in good standing.

This last payment date is subject to change due to shifts in the delivery timeline. Unless otherwise stated, the last payment will coincide with the month of the new delivery.

SPECIAL CONSIDERATIONS

While it is our intent to honor the quoted pricing, the final pricing may change due to factors beyond the control of E-Z-GO. Final interest rates, pricing, and trade values will be determined 90 days prior to delivery. Trades must be in working condition and free from major cosmetic or mechanical damage, at time of pickup, to receive full trade value.

The Village of North Palm Beach will make 9 extension payments on the current lease schedules through October 22, 2025 with delivery of the new equipment in October 2025. After the January 22, 2025 payment on the Pace GPS lease (008-0843032-300) the payment will be reduced to \$1440.00 per month which will save the Village of NPB \$19,440.00 over the 9 months prior to delivery. With this commitment the Village of North Palm Beach will "lock-in" current pricing and be sheltered from any price increases for the 2026 model year products not related to lease interest rates.

All pricing established using the Omnia Partners Public Sector Contract #R210201.

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:



Proposal

North Palm Beach Country Club

February 20, 2024

LEASED NEEDS:

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

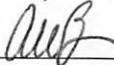
CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

North Palm Beach Country Club

Accepted by: 
Title: HEAD GOLF PROFESSIONAL
Date: 2-21-2025

E-Z-GO

Accepted by: 
Title: TSM, Sr.
Date: 2-20-2024





EQUIPMENT SCHEDULE (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 20000035248 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813	
Contact:	Phone:
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 36 Months	Rent Payment Period MONTHLY	Each Rent Payment \$15,040.00 plus applicable taxes ¹	Advance Rent Payment(s) \$0.00 For Installment(s): \$0.00	Interim Rent Daily Factor N/A	Security Deposit N/A

¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 6 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by
 - (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
5. This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.
6. Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor).

The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee The Village of North Palm Beach, Florida By: _____ Chuck Huff, Manager

"Contract": Lease Number 20000035248 dated July 14, 2025
"Lessee"
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the "Collateral") that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
74	(74) 2026 E-Z-GO RXV ELITE	951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
6	(6) 2026 E-Z-GO RXV Freedom ELITE	951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

Lessor The Huntington National Bank By: _____ Title: _____

Lessee The Village of North Palm Beach, Florida By: _____ Chuck Huff, Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 14, 2025

Lessee: The Village of North Palm Beach, Florida
951 US Highway 1
North Palm Beach, FL 33408-3813

Lessor: The Huntington National Bank
11100 Wayzata Blvd Ste 700
Minnetonka, MN 55305-5517

Re: Contract 20000035248, dated as of July 14, 2025, by and between The Village of North Palm Beach, Florida and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is

_____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION

LEASE NO. 20000035248
DATED AS OF July 14, 2025

A resolution authorizing the negotiation, execution, and delivery of Lease No. **20000035248** dated **July 14, 2025** (the "Lease"), between **The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813** and **The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517**; and prescribing other details in connection therewith.

WHEREAS, The Village of North Palm Beach, Florida, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF The Village of North Palm Beach, Florida:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of FL.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



**CERTIFICATE OF INCUMBENCY
LEASE NO. 20000035248
DATED AS OF July 14, 2025**

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of The Village of North Palm Beach, Florida (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT

Table with contract details: The "Contract": Lease Number 20000035248 dated July 14, 2025; "Lessee": The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813; "Lessor": The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Table with 2 columns: Description (including features) and Location. Content: See Exhibit A attached hereto and made a part hereof. See Exhibit A

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- Previous contracts are on ACH, please continue ACH on this Contract.
Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.) If Lessor requires ACH, the box will automatically be checked.

Billing Address: 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

- If billing address is different than above, list the correct billing address:
Billing Email Address: If Different, Enter Correct Email Address:
For this contract only All contracts

Equipment Location and Vehicle Titling Location:

- The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
The Equipment will be located at:
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located) and the vehicles will be titled in: (State) (City) (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
Exempt from sales and use tax, for the following reason:
Exemption Certificate Attached
Valid Exemption Certificate already on file with Lessor.
If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee The Village of North Palm Beach, Florida By: Chuck Huff, Manager



PROFORMA INVOICE

Date of Invoice: 07/14/2025
Application Number: APP-0000035248
Contract Number: 20000035248

To: The Village of North Palm Beach, Florida
951 US Highway 1
North Palm Beach, FL 33408-3813

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax*	Other	Amount
Beginning Payments in Advance	\$0.00			\$0.00
Last Payment in Advance	\$0.00			\$0.00
Sub Total				\$0.00

Other Fees/Charges

DOCUMENTATION FEE				\$300.00
Other Fees/Charges Sub Total				\$ 300.00

Invoice Total Due

Invoice Total Due	\$ 300.00 *
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Remit To: The Huntington National Bank
11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

* By initialing below I understand this is a Proforma Invoice and we authorize a one-time automatic electronic payment for the Advance Payment plus applicable rental taxes and once contract is executed sales tax, if applicable, will be assessed and charged to any Documentation Fees on Contract #20000035248

_____ Initials



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Schedule Number 20000035248 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021
"Lessee"
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee The Village of North Palm Beach, Florida

By: _____

Chuck Huff, Manager

The "Lease": Equipment Schedule Number 20000035270 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813	
Contact:	Phone:
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
_____	36 Months	MONTHLY	\$3,996.00 plus applicable taxes ¹	\$0.00 For Installment(s): \$0.00	N/A	N/A

¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 6 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(80) PACE 10EX GPS Units, together with all attachments and accessories thereto	951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.
- Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor).

The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	The Village of North Palm Beach, Florida	By: _____	Chuck Huff, Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 14, 2025

Lessee: The Village of North Palm Beach, Florida
951 US Highway 1
North Palm Beach, FL 33408-3813

Lessor: The Huntington National Bank
11100 Wayzata Blvd Ste 700
Minnetonka, MN 55305-5517

Re: Contract 20000035270, dated as of July 14, 2025, by and between The Village of North Palm Beach, Florida and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is

_____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION

LEASE NO. 20000035270
DATED AS OF July 14, 2025

A resolution authorizing the negotiation, execution, and delivery of Lease No. **20000035270** dated **July 14, 2025** (the "Lease"), between **The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813** and **The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517**; and prescribing other details in connection therewith.

WHEREAS, The Village of North Palm Beach, Florida, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF The Village of North Palm Beach, Florida:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of FL.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



**CERTIFICATE OF INCUMBENCY
LEASE NO. 20000035270
DATED AS OF July 14, 2025**

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of The Village of North Palm Beach, Florida (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT

Table with contract details: The "Contract": Lease Number 20000035270 dated July 14, 2025; Lessee: The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813; Lessor: The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Table with 2 columns: Description (including features) and Location. Description: (80) PACE 10EX GPS Units, together with all attachments and accessories thereto. Location: 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- Previous contracts are on ACH, please continue ACH on this Contract.
Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.) If Lessor requires ACH, the box will automatically be checked.

Billing Address: 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

- If billing address is different than above, list the correct billing address:
Billing Email Address: If Different, Enter Correct Email Address:
For this contract only All contracts

Equipment Location and Vehicle Titling Location:

- The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
The Equipment will be located at:
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located) and the vehicles will be titled in: (State) (City) (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
Exempt from sales and use tax, for the following reason:
Exemption Certificate Attached
Valid Exemption Certificate already on file with Lessor.
If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee The Village of North Palm Beach, Florida By: Chuck Huff, Manager



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Schedule Number 20000035270 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021
"Lessee"
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee The Village of North Palm Beach, Florida

By: _____

Chuck Huff, Manager

The "Lease": Equipment Schedule Number 20000035274 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021	
"Lessee"	
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813	
Contact:	Phone:
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
_____	36 Months	MONTHLY	\$1,304.30 plus applicable taxes ¹	\$0.00 For Installment(s): \$0.00	N/A	N/A

¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 6 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.
- Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor).

The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	The Village of North Palm Beach, Florida	By: _____	Chuck Huff, Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 14, 2025

Lessee: The Village of North Palm Beach, Florida
951 US Highway 1
North Palm Beach, FL 33408-3813

Lessor: The Huntington National Bank
11100 Wayzata Blvd Ste 700
Minnetonka, MN 55305-5517

Re: Contract 20000035274, dated as of July 14, 2025, by and between The Village of North Palm Beach, Florida and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is

_____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

RESOLUTION

LEASE NO. 20000035274
DATED AS OF July 14, 2025

A resolution authorizing the negotiation, execution, and delivery of Lease No. **20000035274** dated **July 14, 2025** (the "Lease"), between **The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813** and **The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517**; and prescribing other details in connection therewith.

WHEREAS, The Village of North Palm Beach, Florida, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF The Village of North Palm Beach, Florida:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of FL.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



**CERTIFICATE OF INCUMBENCY
LEASE NO. 20000035274
DATED AS OF July 14, 2025**

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of The Village of North Palm Beach, Florida (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

“Contract” : Lease Number 20000035274 dated July 14, 2025
“Lessee”
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
“Lessor”
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the “Collateral”) that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
1	(1) 2026 Cushman Hauler 800X Gas	501 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-4901
1	(1) 2026 E-Z-GO Shuttle 6 ELiTE	501 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-4901
1	(1) 2026 Cushman Hauler Pro ELiTE Refresher Oasis	501 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-4901

Lessor The Huntington National Bank By: _____ Title: _____

Lessee The Village of North Palm Beach, Florida By: _____ Chuck Huff, Manager



ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT

Table with contract details: The "Contract": Lease Number 20000035274 dated July 14, 2025; "Lessee": The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813; "Lessor": The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Table with 2 columns: Description (including features) and Location. Content: See Exhibit A attached hereto and made a part hereof. See Exhibit A

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- Previous contracts are on ACH, please continue ACH on this Contract.
Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.) If Lessor requires ACH, the box will automatically be checked.

Billing Address: 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813

- If billing address is different than above, list the correct billing address:
Billing Email Address: If Different, Enter Correct Email Address:
For this contract only All contracts

Equipment Location and Vehicle Titling Location:

- The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
The Equipment will be located at: (If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located) and the vehicles will be titled in: (State) (City) (County) (If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

- 1. Sales/Use Tax: (check one)
Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
Exempt from sales and use tax, for the following reason:
Exemption Certificate Attached
Valid Exemption Certificate already on file with Lessor.
If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

- 2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee The Village of North Palm Beach, Florida By: Chuck Huff, Manager



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Schedule Number 20000035274 Dated July 14, 2025 to Master Lease Number 843032L Dated June 4, 2021
"Lessee"
The Village of North Palm Beach, Florida, 951 US Highway 1, North Palm Beach, Palm Beach, FL, 33408-3813
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee The Village of North Palm Beach, Florida

By: _____

Chuck Huff, Manager

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
May 13, 2025 at 6:00 pm
Village Hall Council Chambers**

- 1) **Call to Order:** Chair Heiman at 6:00 pm
- 2) **Roll Call:** Stephen Heiman, Rita Budnyk, Jason Frogge, Jennifer Gold Dumas, Brigid Misselhorn, Jonathan Sorenson, Councilman Puyol, Staff Members: Ashley Shipman and Francesca Wernisch; Not in attendance: Emily Bales
- 3) **Approval of Minutes:** Motion to approve minutes from the April 8th meeting made by Rita Budnyk and seconded by Jennifer Gold Dumas; unanimous approval.
- 4) **Public Comments:** No public comment.
- 5) **Director's Report:**

Special Projects:

- Dry Storage Renovations is almost completely done; waiting on final touches for the gate around the dumpster.
- Boat Ramp Renovation is complete!
- FPL Undergrounding – Working with Viking (subcontractor for FPL) to remove the 33 existing bollards prior to the start of overhead lighting install; Waiting on interlocal agreement with Seacoast
- Anchorage Park Trail, Kayak Launch, & Fitness Equipment – waiting on signed contract from the State, then we will begin design plans; Stephen Poh, Parks Manager, has continued to reach out to the State for an update
- Anchorage Dog park fencing is complete. The small dog park is open. The big dog park closed until we finish adding new sod, which should be done this week
- Precision Landscaping finished adding new plantings to the front of the Community Center as well as annual tree trimming at Community Center as well; used the extra trees leftover from the Earth Day at Bird Village event.
- Sidewalk repair at the Community Center
- Osborne Building to undergo interior renovations; turning the kitchen into an office with two workstations, updating the floor, adding mirrors, and new paint

Special Events:

- ✓ Beats & Eats – Saturday, May 31st from 5p-8p
 - Band: Hurricane Breeze
 - 11 Food Trucks + Draffhouse for drinks

Bus Trips:

- UPCOMING:
 - ✓ Key West Weekender this weekend!

Athletics/Programs:

Perseverance Basketball Update: Total participants: 145. Basketball “cookout” on May 17th . We will provide sandwiches, chips, and drinks for players only. Please note that the last games of the basketball season will take place on May 31st .

- Mini's Update: Tuesday Mini Basketball Ceremony Today 5/13 with a total of 12 participants
Thursday Mini Ceremony Thursday 5/22 with a total of 12 participants
- Camp Update:
 - Summer Camp Registration Update:

- Weeks (1,2,3,4,6,7,8) are filled; Still have between 10-12 spaces left in the remaining weeks. (Starting to call people off waitlist to fill spots).
 - Perseverance has camp July 28th – August 1st
 - New Programs:
 - Viper Volleyball Clinics: Six-week summer volleyball session on Tuesday evenings from June 3 to July 8.
 - For Grades 1st -4th 6:00 PM to 7:00 PM
 - For Grades 5th -9th: 7:00 PM to 8:00 PM
 - This program, in partnership with Viper Volleyball Club, is designed to help both beginners and experienced players sharpen their volleyball skills. Spots are limited (32) per session
 - Parks & Recreation Month (July 2025): #BuildTogetherPlayTogether
 - Community Center Staff are continuing to work on plans to help celebrate Parks and Recreation Month; working on plans to help celebrate Parks and Recreation Month; we will share more once plans have been solidified
 - We will do a Proclamation to declare July as Parks and Recreation Month at the last June Council meeting
- 6) **New Business:** Stephen Heiman nominated Jason Frogge to be the new Chair of the Board and Jennifer Gold Dumas seconded the motion; unanimous approval. Stephen Heiman nominated Rita Budnyk to be the new Vice Chair of the Board and was seconded by Jennifer Gold Dumas; unanimous approval. Brigid Misselhorn was appointed the new Secretary of the Board.
- 7) **Old Business:** Anchorage Park Marina: (1) Update dry storage and boat slip contracts; Staff reiterated that all dry storage space holders are required to come in and re-sign their contract and provide proof of required information in order to receive the new key to their designated lot. (2) Audit of boats/trailers/RVs stored under contract prior to new storage opening; (3) Day Parking area for boat trailers; Boat owners temporarily placed in the ‘old lot 2’ area were asked to vacate that area by the end of May. After the end of the month, the locks will be removed, and staff will work to have the fencing removed so split rail fencing can be installed.
- 8) **Member Comments:** A Question came up regarding stall size in the new dry storage area; Staff explained that the timbers do not delineate the length of the space but rather the width. Another question regarding the open spaces and the waitlist; Staff explained that we are ensuring the current space holders do not have any issue with their ‘new’ space before calls are made to those on the waitlist. Board discussed that Rita will send out the agenda for members to add items they would like to discuss, and that there will be a section for ‘quarterly comments’, per new requirement by Council to present items of importance that the Board would like to bring to Council’s attention.
- 9) **Staff Comments:** Councilman Puyol discussed touring the Palm Beach Gardens Miracle League Field and the Cressey Sports Complex. He also inquired about the South Docks; Staff explained that the repairs were made two weeks prior. Councilman Puyol discussed an email received by a park user regarding trash at the playground at Anchorage Park, inquiring if we had a checklist for our daily inspections of the parks. Staff explained that we’ve reached out to the park user to address the concerns, and that a checklist already exists, but that there is an opportunity to modify the rotation

schedule if it won't impact other necessary work that needs to be completed on a particular day.

10) Adjournment: Adjourned at 7:03 pm

Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
June 10, 2025 at 6:00 pm
Village Hall Council Chambers

- 1) **Call to Order:** Vice Chair Budnyk
- 2) **Roll Call:** Jason Frogge, Rita Budnyk, Brigid Misselhorn, Stephen Heiman, Jennifer Gold Dumas, Jonathan Sorensen, Emily Bales; Village Staff: Stephen Poh and Ashley Shipman; No Council member present.
- 3) **Approval of Minutes:** Approval of May and June minutes to occur at the July Recreation Advisory Board meeting.
- 4) **Public Comments:**
 - Mary Phillips 525 Ebbtide Drive
 - Waterway Board is interested in Oyster Fest and partnering with the Rec board for the event. Planning to ask all boards to be involved.
 - Envisioning it to be a food and fun festival with an environmental aspect by inviting Loggerhead, Seacoast Utilities, etc.
 - Educational aspects with oyster bed and vertical oysters
 - Planning to ask for local sponsors
 - No set date, but looking at months that end in R, February looks good
 - Board member Heiman suggests making sure that it does not put too much strain on Rec.
 - Would like to create a subcommittee to start planning
 - 2026 is 70th anniversary of NPB
 - Vice Chair Budnyk will add to next month's agenda
- 5) **Director's Report:**
 - Special Events
 - Beats & Eats
 - Board member Bales remarked how it was easier to navigate
 - Fishing Tournament
 - Board member Heiman inquired if Bill has reached out to Bob re: the tournament
 - Athletic Programs
 - Camp update
 - Weeks are capped at 45
 - Additional projects
 - Osborne Park renovation is underway
 - Park Manager Poh and Duane will be moving their offices there
 - Osborne fields closed during June and July for annual maintenance
 - Tennis courts at Anchorage being updated and resurfaced
 - Usually needs to be redone every 5 years; was last completed 7 years ago

- Park Manager Poh has started a schedule that keeps all recurring projects up to date
- Dog Park
 - Looks great
- Community Center fields
 - Multi-purpose grass field closed for June and July
 - Normal maintenance – aerofy, sanding, fertilization
 - Will re-open in August
- Floating docks on the Anchorage north and south sides were serviced and barnacles removed; ladders will be replaced
 - Seawall to be inspected as well
 - planned to be done once a year
 - Board member Heiman inquired about electric inspection and that was completed 3-4 years ago
- Old lot fencing removed
 - Board member Heiman asked if all trailers/boats have been removed and one is remaining. Director Shipman said they will look into that communication
- Hiring 2 park rangers to replace the two who left
 - current hours 3:30 -6:30, 8-6
 - T, TH, F 5-9 and Sundays 12-8
 - M, W 5-9 and Saturday 12-8
 - Board member Heiman inquired as to why the last rangers left and suggested continuing to make the job more desirable
 - Board member Sorensen inquired into staffing needs assessment plan
 - Village currently meets Parks & Rec recommendations
- Project Updates
 - Electrical Undergrounding starting Monday, June 16
 - Should be completed by mid-July
 - There will be walkways closed and signage will posted
 - Board member Heiman recommends giving approx. dates of walkway closures
 - Anchorage Park trail, kayak launch, and fitness equipment grant is still on hold - awaiting the State grant contract
 - Secondary more ADA accessible launch will be added when the south sea wall work begins
 - Also looking to add racks for kayaks
 - Landscaping and irrigation in the bowl using city water
 - Board member Sorensen clarified the use of “bowl” will be for events
 - Board member Heiman suggests considering staggering the projects
 - Anchorage Park Boat Ramp
 - Board member Sorensen inquired about receiving the director’s report 24 hours in advance.

- Board member Gold Demas complemented all the work the Parks and Rec has done recently

6) New Business: None.

7) Old Business:

- Re-establishing a NPB Run/Walk Club

8) Member Comments:

- Board member Bales inquired about a fence around the playground at Anchorage Park
- Board member Heiman suggested placing fishing dock signage where patrons will see it while on the dock
- Board member Misselhorn will be out next meeting – Board member Bales volunteered to take notes
- Board Chair Frogge discussed focusing on recreational programming at future meetings
- Discussion ensued about bringing the irrigation to the ‘bowl’ project to the Council’s attention; Motion was made, and seconded, to escalate this to Council level.

9) Staff Comments: None.

10) Board Comments/Recommendations to be presented to Council

(Council Regular Meetings: 6:00 pm; 2nd & 4th Thursday of month (except no 2nd Thursday meeting in Nov., Dec.)

11) Adjournment: Adjourned at 7:08pm.

Village of North Palm Beach
Audit Committee Meeting
MINUTES
May 14, 2025, at 5:30 pm
Village Hall Conference Room

- 1) **Call to Order:** Marie Silvani, Chair
- 2) **Roll Call:** Marie Silvani, Daryl Aubrey, Allen Kramer, Dave Talley, Chad Misselhorn, Leanne Schmitt, Erica Ramirez (Director of Finance), Samia Janjua (Deputy Village Manager), Village Auditor, Orlando Puyol (Councilmember Representative)
- 3) **Approval of March 12, 2025 Minutes,** Motion made and approved.
- 4) **Public Comments:** None
- 4) **New Business:**
 - The committee elected new offices – motion made and approved to appoint Marie Silvani as Vice Chair, Allen Kramer as Chair
 - Scheduled next meeting for July 16, 2025 – as this will be a good touchpoint before final budget adopted by Council
- 6) **Old Business:** None
- 7) **Member Comments:** Allen Kramer brought up a discussion item that it would be good idea to have a formal onboarding process for Committee members to help members better participate in formal processes (like budget). Orlando Puyol agreed that he'd like for the Audit Committee to weigh in more in the formal budgeting process. Samia Janjua agreed that we could use the next meeting on July 16 to go through a budget session for Audit Committee feedback.

[Allen Kramer, Samia Janjua, and Chuck Huff subsequently met - Samia and Chuck informed that the Audit Committee could participate in the formal budgeting process, but would not be holding sessions outside of this process. Agreed to keep meeting and pivot the agenda to what items we'd like Audit Committee to participate in.]
- 8) **Staff Comments:** None
- 9) **Adjournment:** Committee adjourned at 6:27 pm

**VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, MAY 20, 2025 @ 5:30 pm
VILLAGE HALL COUNCIL CHAMBERS**

1. CALL TO ORDER

Ronald Lantz called the meeting to order at 5:30 P.M.

2. ROLL CALL

Members Present: Ronald Lantz, David Talley, James “Chip” Sebree, Nina Balgar, Norma Mirsky, Brenda Robinson, Mimi McAndrews

Staff Present: Robyn Lehoux (Executive Assistant)

Council Liaison: Council Member Kristin Garrison

3. APPROVAL OF MINUTES

- April 15, 2025 minutes are unanimously approved with conditions to update Norma Mirsky's motion to extend the Business of Season application to Nina Balgar' s motion.

4. PUBLIC COMMENTS

- None

5. NEW BUSINESS

- a. Chair positions: **Motion** by Ronald Lantz for members to nominate Chair position. Chip Sebree nominated Nina Balgar for Chair. Seconded by Norma Mirsky. All board members in favor. **Motion** by Nina Balgar to nominate Chip Sebree for Vice Chair, and Norma Mirsky seconded. All members voted in favor.
- b. Business of the Season: Application review of Dark Tide Tattoos. Dark Tide Tattoo's application is approved by the board because of their community involvement with Little Smiles Toy Drive, USMC Toys for Tots and the local non-profit ‘Live Like Jake’ foundation. **Motion** by Norma Mirsky to approve Dark Tide’s application, seconded by Chip Sebree. All members in favor. The next applications are due July 15th and will be voted on at the July 22nd meeting.

6. OLD BUSINESS

- a. Business Expo: Review dates available with the Parks and Recreation Director for February through March. The event is requested to be separate from other community events.
- b. Review of Board meeting dates for upcoming months: July 15, 2025; October 21, 2025; January 20, 2026; April 21, 2026; May 19, 2026. The board may meet in between for event planning.

7. MEMBER COMMENTS- NONE

8. STAFF COMMENTS - NONE

9. ADJOURNMENT

The meeting adjourned at 6:18 PM



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, June 2, 2025

6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:01pm.
2. Roll Call:
Present: Karen Marcus, Kendra Zellner, Mary Phillips, Juliette Desfeux, Ellen Allen, Elizabeth Rivera and Brian Bartels
Absent:
Also Present: Julie Morrell Village Staff, Councilmember Lisa Interlandi
3. The Minutes of the May 5, 2025, regular meeting was approved.
4. Public Comments –
 - a. George Alger from the Waterway Advisory Board- Waterway Advisory Board wants to have an Oyster event. He will set up a sub-committee and contact us later.
5. Community Garden Update- No update from members. Karen advised that Joan is stepping down.
6. Elect Officers- There was a motion for Karen for Chair, Mary for Vice- Chair, and Kendra for Secretary. The votes were unanimous.
7. Environmental Website- Kendra will email Ed Cunningham for a status. Ed arrived at the meeting and said the website is ready to go live.
8. Tree Preservation at Parks- Some trees at the Community Center will soon be relocated to Anchorage. Ellen made recommendations to bring back to Ashley. Ellen requested that Julie inquire with Public Works about the sprinklers that are on at 5pm near US1 in front of the Country Club and rain sensors.
9. Volunteer board request- no update. Kendra will ask Ed. Ed said he will investigate.

10. Oyster Project- Mary has a budget of \$325 to restring the existing VOGs, but there are variable costs. Julie has a list of volunteers. Kendra will write an article to promote the VOG giveaway at the Anchorage Away fishing tournament. Mary shared more information about the Oyster Fest concept. Mary and possibly Karen will go to the rec advisory board. Kendra will reach out to Mang to come to the next meeting.
11. Lakeside Park erosion proposal- There is no update. This is currently with council.
12. Wind and Heat Vulnerability Assessment- There is no update. This is currently with council. Julie reached out to Public Works to request the deliverables.
13. Tree preservation permit- No update.
14. Residential landscape code- No update.
15. Goals for the year- Here is the list of goals- Dark sky initiative, bat houses, owl houses, VOGs, Mangrove seeding program, Green Building coalition, trees at the conservatory school, NPB switch to environmentally friendly practices, exotic removal at Anchorage, solar streetlamps, promoting a list of residential recommendations from FPL, stormwater filter SOP technology specifically for the Twin City, address the iguanas, education about cane toads, and letter to businesses promoting alternatives to plastic, plastic straws, and Styrofoam.
 - a. The committee will create a “lead by example list” to send to the council and request a yearly tree planning fund. Brian will check with FPL about doing an audit. Julie will speak with Chad to inform him of this project.
 - b. Ellen will speak with Rick in the summer about the invasives.
 - c. Kendra created an Environmental letter for businesses a few years about and will send it to the committee members to review.
16. Speaker Series- We are taking the summer off and looking into the next speaker for November. Kendra recommended rebranding and will send a list of names to the committee members.
17. Previous newsletter was about Oysters on seawalls. The next newsletter about benefits of VOGs and VOG giveaway on Aug 2nd at the fishing event.
18. Member Comment-
 - a. Karen inquired about additional Litta Traps.
 - b. Mary advised that a resident spoke at the last meeting about landscapers throwing lawn debris and tree limbs into the water.
19. Staff Comment-
 - a.

20. Next meeting- The next meeting will be on July 7, 2025 at 6:00 pm at Anchorage Park.

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

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 24, 2025

SUBJECT: **ORDINANCE 1ST READING** – Ordinance Adopting Tree Preservation Requirements and Tree Removal Permits.

The Village Council requested that this office prepare a draft Tree Preservation Ordinance, including a tree removal permit process, for the Council's consideration and input. The preliminary draft provided by Vice Mayor Interlandi has been revised and placed in Ordinance form.

The proposed Ordinance amends the Village's Zoning Code and seeks to protect identified native trees and swale trees throughout the Village as follows:

- Requires a tree removal permit for protected trees. Protected trees are defined as native trees (of the type and size identified in Section 45-103) and swale trees.
- Provides for exemptions to permit requirements for: (1) trees on single-family lots posing an unacceptable risk to persons or property as set forth in Section 163.045, Florida Statutes; (2) removal of trees by the Village's Public Works Department; (3) removal of trees that have been effectively destroyed by an Act of God or external forces; (4) routine pruning and maintenance that does not result in irreversible damage; (5) removal of invasive species; (6) removal of fruit trees; and (7) removal of a dead tree.
- Provides for review (and approval, approval with conditions, or denial) of tree removal permit applications by the Building and Zoning Director or designee.
- Requires that all development proposals (land development applications and building permits) provide for tree preservation and the evaluation of all alternative strategies.
- Provides mitigation requirements for tree removal in the form of relocation or replacement. If no viable relocation or replacement options exist, a contribution can be made to the Village's tree trust fund.
- Provides for the retention of a registered landscape architect and/or a certified arborist to assist with administration of the tree preservation requirements.
- Provides for enforcement through code enforcement proceedings or any lawful means. The proposed Ordinance also provides for additional penalties such as triple the permit fee, enhanced mitigation, and the issuance of a stop work order.

- Establishes a tree trust fund and restricts the use of such funds to: purchasing and planting trees on real property within the Village; funding public educational outreach programs; funding tree giveaways to residents; and supporting urban forestry programs and tree maintenance and/or preservation throughout the Village.

The cost of the tree removal permit and the required payments into the tree trust fund will be established through a separate resolution or added to the Village's adopted fee schedule for upcoming Fiscal Year.

At its July 10, 2025, meeting, the Council held a workshop on the proposed Ordinance and, by consensus, directed that it proceed to first reading. The Village Council further voted to enact a Zoning in Progress until final adoption. Consequently, Building and Zoning Staff will be reviewing all building permit and development order applications and advising applicants of the preservation and mitigation requirements. Furthermore, in response to concerns raised by members of the Council, this office has revised the Ordinance as follows (additional language highlighted):

1. The term "fruit tree" was defined as "a tree that provides fruit for human consumption."
2. A new Section 45-113, "Appeals," was added to provide that any person who has been adversely affected by any decision rendered or requirement imposed by the Village in the enforcement and administration of this article shall utilize the administrative appeal provisions of Section 45-52." Section 45-52 already establishes the process and procedure by which the Planning, Zoning and Adjustment Board hears appeals of administrative decisions.

There is no immediate fiscal impact. When the Ordinance moves to second reading, Staff will be proposing a Resolution adopting a fee schedule governing both the application fee and the required contribution to the tree trust fund in the event no viable relocation or replacement options exist for trees that are removed.

Recommendation:

Village Staff requests Council consideration and adoption on first reading of the attached Ordinance amending Appendix C (Chapter 45) of the Village Code of Ordinances to adopt a new Article IX, "Tree Protection," in accordance with Village policies and procedures.

1 and providing shade and aesthetic value. Preserving and protecting trees,
2 particularly native trees, assists in maintaining the village’s ecological balance,
3 strengthens climate resilience, and upholds the village’s commitment to responsible
4 land stewardship. This article encourages preservation and requires mitigation for
5 the loss of valuable swale and native trees through relocation, replacement, and/or
6 contribution to the tree trust fund.

7
8 **Sec. 45-102. Applicability.**

9
10 (a) The provisions of this article apply to all parcels of real property
11 located within the village.

12
13 (b) Unless otherwise provided in this article, no person, firm,
14 corporation, association, or agency shall destroy, remove, or relocate a protected
15 tree from any parcel of real property, including commercial properties, without first
16 obtaining a tree permit from the village.

17
18 (c) This article is intended to complement and not conflict with other
19 village, state, and federal environmental regulations. However, in the case of such
20 conflict, the more restrictive regulations shall apply.

21
22 **Sec. 45-103. Definitions.**

23
24 For purposes of this article, the following definitions shall apply:

25
26 *Diameter at breast height (DBH)* means the measurement of a tree’s trunk
27 diameter at four and one-half (4.5) feet above the ground. For multi-trunk trees,
28 DBH shall be the sum of the diameters of all trunks measured at 4.5 feet above
29 grade.

30
31 *Fruit tree* means a tree that provides fruit for human consumption.

32
33 *Native tree* means any tree or palm of the following listed species that are
34 indigenous to South Florida and meet the size thresholds as follows:

Common Name	Scientific Name	Size
Live Oak	Quercus virginiana	6” DBH
Gumbo Limbo	Bursera simaruba	6” DBH
Slash Pine	Pinus elliottii	6” DBH
Pigeon Plum	Coccoloba diversifolia	4” DBH
Paradise Tree	Simarouba glauca	4” DBH
Wild Tamarind	Lysiloma latisiliquum	4” DBH

Green Buttonwood	Conocarpus erectus	4" DBH
Dahoon Holly	Ilex cassine	3" DBH
Satinleaf	Chrysophyllum oliviforme	3" DBH
Florida Mastwood	Sideroxylon foetidissimum	4" DBH
Mahogany	Swietenia mahagoni	6" DBH
Bald Cypress	Taxodium distichum	6" DBH
Red Maple	Acer rubrum	4" DBH
Cabbage Palm	Sabal palmetto	12' of clear trunk
Thatch Palm	Thrinax radiata	8' of clear trunk
Any other tree that is indigenous to South Florida and listed in the Florida Native Plant Atlas		6" DBH

1
2 *Protected tree* means: (i) any listed native tree that meets the size criteria
3 set forth above; and (ii) any swale tree regardless of size.

4
5 *Swale tree* means any tree located within the public right-of-way adjacent to a
6 roadway, typically between the sidewalk and the paved roadway.

7
8 **Sec. 45-104. Permit requirement.**

9
10 (a) No person shall remove, destroy, or relocate any protected tree
11 without first obtaining a tree removal permit from the village, unless otherwise
12 exempt pursuant to Section 45-106 below.

13
14 (b) A tree removal permit may be obtained after completing and
15 submitting a permit application to the village's building and zoning department.
16 The permit application shall be deemed complete when the application fee and all
17 information necessary to understand the extent, nature and potential impacts of the
18 proposed removal, destruction, or relocation are received by the village. The permit
19 application information may include, but is not limited to, the following:

- 20
21 1. The property owner's information and location of the tree(s).
22
23 2. Tree size, diameter at breast height, and common name or scientific
24 name.

3. A justification for removal, destruction, or relocation.
4. A site plan or photograph showing the tree(s).
5. A proposed mitigation plan as required under section 45-109 below.
6. A survey showing the tree or trees to be removed, any relocated trees, and any trees proposed for installation.
7. Parcel information including the parcel control number (PNC) and street address.
8. A completed application form with the signature of the property owner, or authorized agent of the property owner with agent authorization letter.

Sec. 45-105. Permit fees.

The village shall establish a fee schedule for all matters related to tree removal, relocation, replacement, monetary contributions, and administrative reviews.

Sec. 45-106. Exemptions.

The following activities are exempt from the permit requirements:

1. Removal of a tree pursuant from residential property pursuant to Section 163.045, Florida Statutes, as amended, if the property owner possesses documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree poses an unacceptable risk to persons or property. A tree poses an unacceptable risk to persons or property if removal is the only means of practically mitigating its risk below moderate, as determined by the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017). For purposes of this section, "residential property" means a single-family detached building located on a lot that is actively used for single-family residential purposes and is either a conforming use or a legally recognized nonconforming use under the village's zoning regulations. Parcels or lots that comprise the common elements or community property, in whole or in part, of a planned unit development or a mixed-use development shall not be considered "residential property" for purposes of this exemption.
2. Removal of a tree by the village's public works department for public safety or infrastructure maintenance purposes.

- 1 3. Removal of trees that have been destroyed or effectively destroyed
2 by an act of god or external forces beyond the control of the property
3 owner, where such destruction could not have been prevented with
4 reasonable care.
- 5
- 6 4. Routine pruning and maintenance that does not result in irreversible
7 damage.
- 8
- 9 5. Removal of invasive species as listed by the Florida Invasive
10 Species Council.
- 11
- 12 6. Removal of any fruit tree.
- 13
- 14 7. Removal of any dead tree.
- 15

16 **Sec. 45-107. Issuance of tree removal permit.**

17

18 (a) The building and zoning director or designee shall review each
19 completed permit application using objective criteria determined by the village and
20 best practices from biology, botany, forestry, landscape architecture, and other
21 relevant fields.

22

23 (b) A tree removal permit may be issued when the application
24 requirements are satisfied and one or more of the following conditions exist:

- 25
- 26 1. The tree constitutes an unreasonable impediment to an existing or
27 proposed permitted use of the property by virtue of its location in a
28 buildable area or yard area where structures or improvements are to
29 be placed and, at the determination of the village, preservation is not
30 feasible under any reasonable alternative.
- 31
- 32 2. The tree interferes with utility services.
- 33
- 34 3. The tree creates unsafe vision clearances.
- 35
- 36 4. The tree conflicts with other village ordinances or regulations.
- 37
- 38 5. The tree is a prohibited tree species, listed as a Category 1 Exotic
39 Pest & Invasive Plant by the Florida Invasive Species Council (in
40 the event of removal of a prohibited tree species, no fee shall be
41 required).
- 42
- 43 6. The village requires the tree to be removed.
- 44

45 (c) Upon approval of the permit application, the building and zoning
46 director or designee shall approve, approve with conditions, or deny the tree
47 removal permit. Tree removal permits shall expire and become null and void if

1 work is not commenced within ninety (90) calendar days from the date of permit
2 issuance.

3
4 **Sec. 45-108. Preservation requirements.**
5

6 (a) To the fullest extent practicable, all development proposals (land
7 development applications or building permit applications) shall provide for the
8 protection or relocation of existing trees with a tree disposition plan, as required by
9 Section 45-86 of this chapter.

10
11 (b) If a protected tree cannot be preserved under a proposed
12 development plan, the applicant must demonstrate that they have evaluated
13 alternative plans that prioritize tree preservation while allowing reasonable
14 development.

15
16 (c) Alternative strategies may include, without limitation, one or more
17 of the following:

- 18 1. Adjusting building orientation.
- 19 2. Modifying lot lines for multi-lot developments, when feasible.
- 20 3. Implementing site design techniques (e.g., pervious pavement,
21 foundation adjustments) to protect root systems.
- 22 4. Using tree wells, retaining walls, or engineering solutions to
23 integrate the tree into the development footprint.

24
25
26 (d) The applicant must demonstrate that preservation is not feasible
27 under any reasonable alternative. Mitigation as specified in section 45-109 below
28 is required for tree removal to accommodate new development on improved and
29 unimproved properties.

30
31 **Sec. 45-109. Mitigation requirements.**
32

33
34 To ensure the continued ecological and aesthetic benefits provided by trees,
35 mitigation shall be required for all tree removal. Property owners or applicants shall
36 implement one or more of the following mitigation measures as determined by the
37 building and zoning director or designee.

- 38 1. *Relocation.* If feasible, relocation of the tree is the village's
39 preferred mitigation. Relocation should occur on-site when feasible.
40 If on-site relocation is not feasible, off-site relocation in a village-
41 approved location is required. Where appropriate, a combination of
42 on-site and off-site relocation may be considered by the building and
43 zoning director or designee.
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2. *Replacement.* If relocation is not feasible, the removed tree must be replaced with native trees (selected from a village-approved list) such that the total caliper of replacement trees is equal to or greater than the DBH of the removed tree. Replacement should occur on-site (preferred) or at a location approved by the village council for tree mitigation.
 - a. Trees or palms that are relocated and do not survive in the first nine (9) months from the date of installation shall be replaced by the applicant at the applicant's expense. Replacement trees shall be the same species, or an alternate species approved by the building and zoning director or designee.
 - b. The required mitigation ratio for protected trees shall be 1:1 inches DBH.
 - c. All replacement mitigation trees must be planted within ninety (90) days of the issuance of the tree permit, or prior to issuance of conditional certificate of occupancy or first certificate of occupancy, except for tree replacements in connection with major storm events.
 3. *Tree trust fund.* If no viable relocation or replacement options exist, the applicant shall contribute to the village's tree trust fund in accordance with the adopted fee schedule.
 4. *Development projects.* If tree removal is proposed as part of a development project, the village shall consider whether reasonable modifications to the project design could preserve the tree(s) before granting approval for removal.
 5. *Financial hardship.* If an applicant demonstrates financial hardship, phased replacement or installment contributions to the tree trust fund may be approved.

37
38

Sec. 45-110. Retention of licensed professionals.

39
40
41
42

The building and zoning director or designee is authorized to engage services of a licensed landscape architect and/or a certified arborist, as deemed necessary, to render any determinations required by this article.

43
44

Sec. 45-111. Enforcement and Penalties.

45
46
47

(a) All violations of this article shall be enforced through the code enforcement process or any other lawful means available to the village.

1 (b) In addition to code enforcement proceedings initiated pursuant to
2 subsection (a) above, unauthorized tree removal may result in the following
3 additional penalties:
4

- 5 1. Triple permit fee for each violation, with each tree
6 constituting a separate violation;
- 7
- 8 2. Mitigation at an increased ratio of [2:1] inches DBH; and
9
- 10 3. The issuance of a stop-work order.

11 **Sec. 45-112. Tree trust fund.**
12

13 (a) A tree trust fund is hereby established for the purpose of accruing
14 revenues generated by the receipt of monies collected as mitigation for trees
15 removed. The funds in the tree trust fund may be used to pay for the following
16 activities:
17

- 18 1. Purchasing and planting trees on real property within the village;
- 19
- 20 2. Funding public educational outreach programs;
- 21
- 22 3. Funding tree giveaways to residents that promote tree preservation;
23 or
- 24
- 25 4. Supporting urban forestry programs, tree maintenance, and/or
26 preservation throughout the village.
27

28 (b) Expenditures from the tree trust fund shall be approved by the
29 village manager or designee.
30

31 **Sec. 45-113. Appeals.**
32

33 Any person who has been adversely affected by any decision rendered or
34 requirement imposed by the village in the enforcement and administration of this
35 article shall utilize the administrative appeal provisions of section 45-52 of this
36 chapter.
37

38 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
39 the Village of North Palm Beach, Florida.
40

41 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
42 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
43 such holding shall not affect the remainder of this Ordinance.
44

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

1
2 Section 6. This Ordinance shall take effect upon adoption.
3
4 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.
5
6 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
7 2025.

8
9
10 (Village Seal) _____
11 MAYOR

12
13 ATTEST:
14
15 _____
16 VILLAGE CLERK

17
18 APPROVED AS TO FORM AND
19 LEGAL SUFFICIENCY:
20
21 _____
22 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Samia Janjua, Deputy Village Manager
DATE: July 24, 2025
SUBJECT: **RESOLUTION – Establishing a Tentative Millage Rate for FY 2025-2026 & setting the 1st Public Hearing**

Pursuant to Section 200.065(2)(b), Florida Statutes, the Village must advise the County Property Appraiser of its “tentative” millage rate and the date, time, and place of its first September millage and budget hearing. The Administration is recommending a tentative millage rate of **7.4000** mils, which is the Village’s current millage rate. Because the Village has no outstanding general obligation bond debt, the combined millage rate remains **7.4000** mils. ***This tentative millage rate is 5.34% above the rolled-back rate (RBR) of 7.0247 mils.***

The tentative millage rate that is being considered for approval at tonight’s meeting establishes the **maximum** millage rate the Village may consider and approve at its September public hearings (without additional notice being provided to each taxpayer). The rate may always be reduced. Additionally, adoption of the tentative millage rate of 7.4000 in September as the final ad valorem millage rate for the Village would require a two-thirds vote of the Village Council:

Description	Millage Rate	% increase over RBR
Rolled-back Rate	\$7.0247 mils	0.00%
Majority Vote Maximum	\$7.3415 mils	4.51%
Two-Thirds Vote Maximum	\$8.0757 mils	14.96%

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

Recommendation:

Village staff recommends Council consideration and approval of the attached Resolution establishing a “tentative” operating millage rate of 7.4000 and a debt service millage rate of 0.0000 respectively (for a total millage rate of 7.4000) and setting the first Public Hearing on the tentative budget and proposed millage rate for Thursday, September 11, 2025 at 6:00 P.M.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.4000 MILS FOR FISCAL YEAR 2026; ESTABLISHING A DATE, TIME, AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(2)(b), Florida Statutes, the Village Council is required to advise the Palm Beach County Property Appraiser of its proposed millage rate, its rolled back rate, and the date, time, and place of the first public hearing to consider the proposed millage rate and tentative budget.

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

Section 1. The Village Council hereby adopts a tentative millage rate of 7.4000 for General Operating Budget purposes and a tentative millage rate of 0.0000 for Debt Service, for a total combined millage rate of 7.4000 mils for Fiscal Year 2026. The tentative millage rate is 5.34% above the rolled back rate of 7.0247 mils.

Section 2. The Village Council hereby establishes Thursday, September 11, 2025, at 6:00 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, 33408.

Section 3. The Village Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser’s Office.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Valentino Perez, Building Director
DATE: July 24, 2025
SUBJECT: **Comprehensive Plan Amendment (EAR) Updates – Presentation to Council**

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

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

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

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

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

- Conservation
- Coastal Management
- Recreation and Open Space

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

The format for the GOPs is underline and strike-through. The underline represents language to be added and strike-through represents language to be removed. The Data and Analysis sections for each Element are located in the second document that is also part of the EAR based Comprehensive Plan amendment initiative.

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

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

On November 7, 2024, the Village Council unanimously approved the transmittal of the Comprehensive Plan through the adoption of the Ordinance on first reading. The project team submitted the subject documents to the State Land Planning Agency (Florida Department of Commerce) and other reviewing agencies on November 15, 2024.

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

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

On March 7, 2025, the Village submitted updated documents to the Department of Commerce for a courtesy review (see courtesy review). On May 15, 2025, a final coordination meeting was held with James Stansbury, Donna Harris, Jon Coulter, and Keith Davie from the Department of Commerce. The subject documents considered at the adoption hearing (Second Reading) incorporated revisions in response to the ORC report.

On June 12, 2025, the Village Council adopted the EAR-based Comprehensive Plan amendments but requested a presentation to discuss the changes made since the transmittal hearing. Following the adoption, the Comprehensive Plan was uploaded to the Department of Commerce website and sent to other reviewing agencies on June 16, 2025. On June 17, 2025, the Department of Commerce issued a letter of acknowledgment confirming receipt of the Comprehensive Plan.

Recommendation:

Village Staff seeks Council discussion concerning the EAR-based Comprehensive Plan Amendment.



EAR-Based Comprehensive Plan Amendment

Village of North Palm Beach
Council Meeting
July 24, 2025





Nilsa Zacarias, AICP
Director of Planning

Fulbright Scholar
Bachelor of Architecture
Masters of Community and Regional Planning (Iowa State University)
Certified Planner with American Institute of Certified Planners (AICP)
25+ Years of Experience



Lance Lilly
Senior Planner

Bachelor and Masters Degree of Urban and Regional Planning (Florida Atlantic University)

10 Years of Experience (September 2025)



The CMA Team

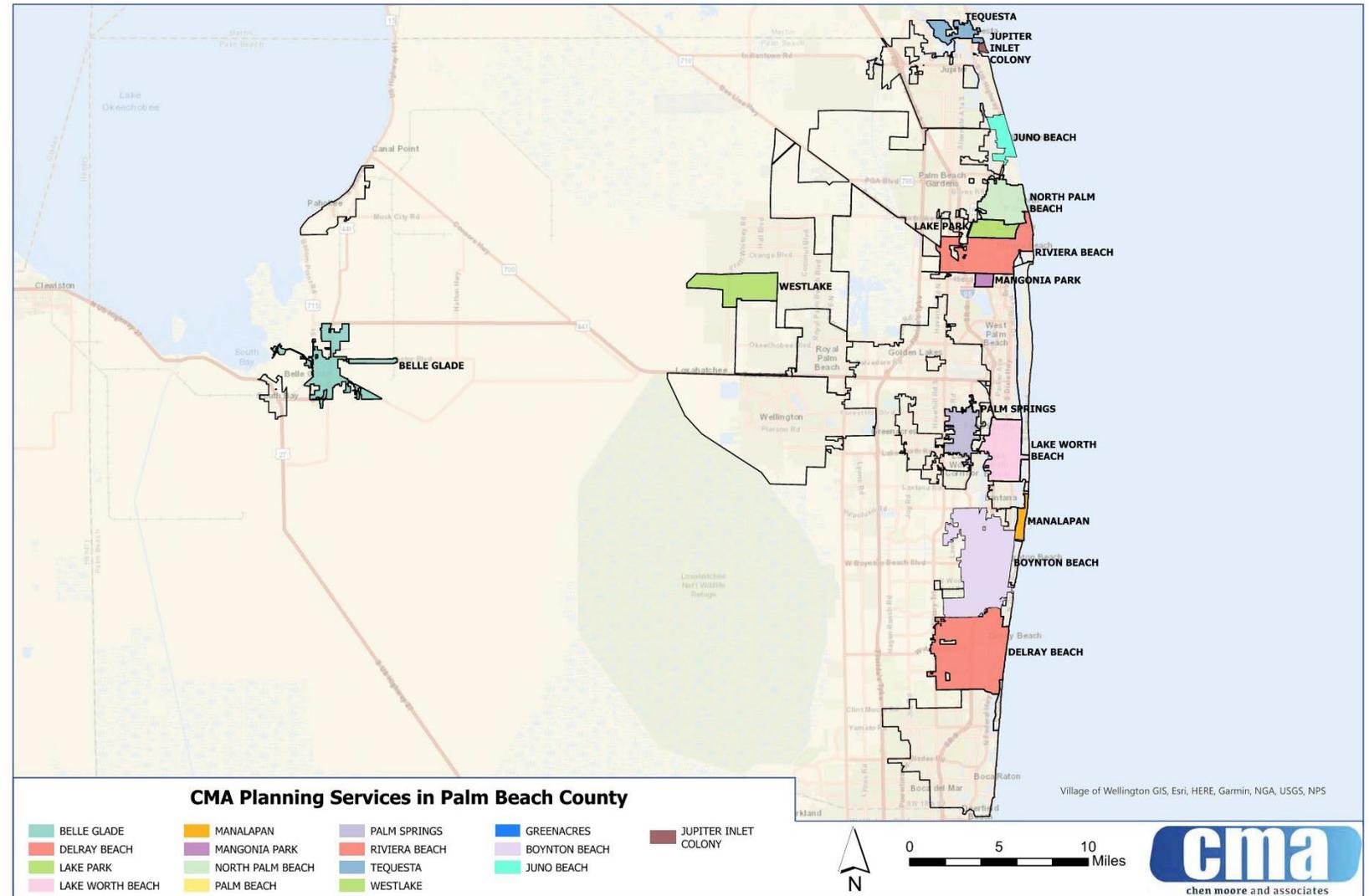
- Founded in Florida in 1986
- 170+ Employees
- Headquartered in Fort Lauderdale
- Services include:
 - ✓ **Planning and Urban Design (Jupiter, Florida)**
 - ✓ Landscape Architecture
 - ✓ Arborist Professionals
 - ✓ Civil Engineering
 - ✓ Electrical Engineering
 - ✓ Roadway & Transportation
 - ✓ Environmental / Wetlands



Established Experience in Palm Beach County

Planning Clients

- Village of North Palm Beach
- Town of Jupiter Inlet Colony
- Town of Jupiter Island
- Town of Juno Beach
- Village of Tequesta
- Town of Palm Beach
- Town of Manalapan
- Town of Mangonia Park
- Village of Palm Springs
- City of Lake Worth Beach
- City of Westlake
- City of Riviera Beach
- City of Belle Glade
- City of Delray Beach
- City of Boynton Beach



Experience in North Palm Beach

- 10 Years of Service to North Palm Beach (in 2026)
- Working with four previous director / principals

Planning services include:

- Review of site plans and staff reports
- Permits for residential and commercial permits
- Review of Business Tax Receipts
- Review of Variances
- Presenting to the Planning Zoning, and Adjustment Board (PZAB) and Village Council
- Amendment to the Comprehensive Plan



Comprehensive Plan Update

January 2024, Village began the EAR-based Comprehensive Plan amendment with four key themes

Chen Moore and Associates (CMA):

1. People & Places

- Future Land Use, Annexation, Housing

2. Efficient & Well-Maintained Infrastructure

- Transportation, Capital Improvement, Infrastructure

JMorton:

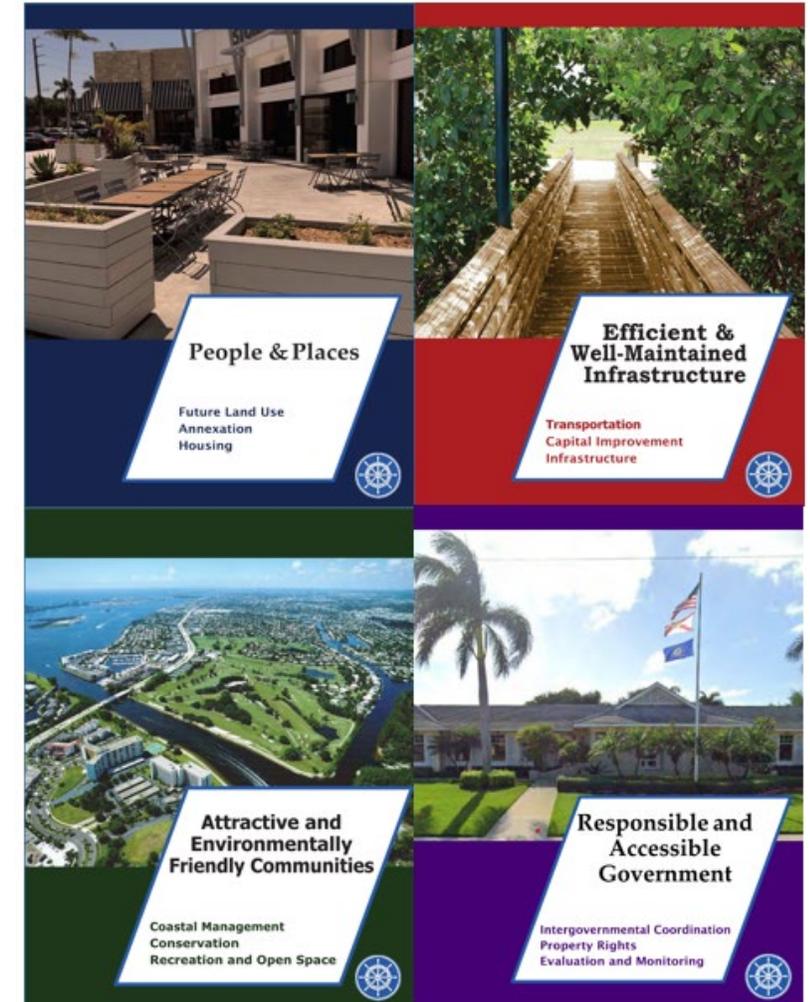
3. Attractive and Environmentally Friendly Communities

- Conservation, Coastal Management, Recreation and Open Space

Community Development:

4. Responsible and Accessible Government

- Intergovernmental Coordination, Property Rights, Evaluation and Monitoring

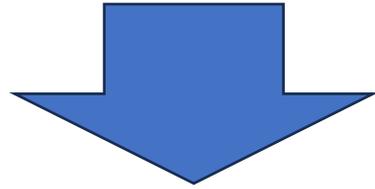


Comprehensive Plan Process

- **Jan. 2024** - Comprehensive Plan process began
- **June 4 through August 6, 2024** - PZAB Workshops
- **Aug. 26 through Sept. 9, 2024** - Individual Meetings with Village Council
- **Nov. 7, 2024** - First Reading w/ Council (Transmittal) to State and Agencies
- **Nov. 15, 2024** - Submit Comprehensive Plan to State
- **Jan. 17, 2025** - Receipt of Objection, Recommendations, and Comments (ORC)
- **Jan. 30, 2025** - Meeting with Treasure Coast Regional Planning Council (TCRPC)
- **Feb. 5, 2025** - Meeting with Seacoast Utility Authority (SUA)
- **March 7, 2025** - Submit courtesy review to State
- **May 15, 2025** - Coordination meeting with State
- **June 12, 2025** - Second Reading w/ Council (Adoption)
- **June 17, 2025** - Upload Comprehensive Plan to State and agency



Village received from the Department of Commerce



1 Objection and 2 Comments

Village was required to adopt the Comprehensive Plan within 180 days of the ORC report (July 16, 2025)

Transmit adopted Comprehensive Plan to State **within 10 working days**



Objection (Comprehensive Plan Update):

“The proposed Amendment 24-01ER does not update the adopted portions of the Comprehensive Plan to **expressly state the planning periods (10-year and 20-year horizon)**”

Adopted AMENDMENTS to each Element

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

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

Transportation Element: GOAL 1.0: To maintain and develop a safe, convenient, sustainable, and energy efficient multimodal circulation system to support the community’s economic vitality and residential character for current and future residents for the next 10- and 20-years.



Objection (Comprehensive Plan Update) Part 1 Cont'd:

Capital Improvement Element: GOAL 1.0: The Village shall undertake actions necessary to efficiently provide needed public facilities to all residents within North Palm Beach in a timely manner which protects investments, maximizes the use of existing facilities, and promotes orderly compact municipal growth for the next 10- and 20- year planning horizon. Further decisions to finance public facilities improvements shall be based upon the use of sound fiscal POLICY oriented to minimizing Village debt service liabilities.

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

Housing Element: GOAL 1.0: To achieve a diverse supply of housing stock for homeowners and renters while assuring that all current and future citizens have safe, decent, sanitary, and sustainable housing and living conditions without jeopardizing the residential character of the Village and individual Planning Areas within a 10- and 20- year planning period.



Objection (Comprehensive Plan Update) Part 1 Cont'd:

Coastal Management Element: GOAL 1.0 - The Village shall protect human life and limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources in the next 10-and 20-years.

Infrastructure Element: GOAL 1.0: Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Village; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) assure the health, safety, and welfare of Village residents. The Village is committed to providing the following services for the next 10- and 20- years:

Conservation Element: GOAL 1.0: Ensure the conservation and appropriate use of minerals, soils, and native vegetative communities through the continued enforcement of Village rules and regulations and development (site) plan reviews for the next 10-and 20- years.



Objection (Comprehensive Plan Update) Part 1 Cont'd:

Recreation and Open Space Element: GOAL 1.0: To ensure adequate recreation and open space opportunities for all sectors of the community and enhance the quality-of-life North Palm Beach offers through the development of attractive parks, recreation facilities, and open spaces for the next 10- and 20- year planning horizon.

Intergovernmental Coordination Element: GOAL 1.0: To improve governmental efficient and effectiveness and resolve conflicts and incompatibilities for the next 10- and 20- year planning horizon through cooperation, communication and flexible relationships between North Palm Beach and all other governmental organizations which share common interests and issues.

Property Rights Element: GOAL 1.0: Ensure that the Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property for the next 10- and 20-years.



Objection (Comprehensive Plan Update) Part 2:

The proposed Amendment 24-01ER update to the Comprehensive Plan is not based upon relevant and appropriate data and analysis of sanitary sewer facilities addressing the following for the required updated planning periods:

- (1) current and projected demand upon **sanitary sewer** facilities based upon relevant and appropriate population estimates and projections,
- (2) current and projected designed capacity of **sanitary sewer** facilities,
- (3) current and projected operating levels of service of **sanitary sewer** facilities,
- (4) identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of **sanitary sewer** facilities.
- (5) coordination of any needed improvements within the Capital improvements Element



Objection (Comprehensive Plan Update) Part 2 Cont'd

Coordination with Provider - Seacoast Utility Authority (SUA)

(1) Current and projected demand upon sanitary sewer facilities based upon relevant and appropriate population estimates and projections.

Response:

*Palm Beach County population allocation model, Seacoast's Utilities' service area for **2035 and 2045***

	Service Area Population Projections						
	2020	2021	2025	2030	2035	2040	2045
Seacoast	96,113	96,473	97,911	102,856	103,569	105,683	106,537

2023-2024 Lower East Coast Water Supply Plan

Seacoast service area for North Palm Beach

	Service Area Population Projections						
	2022	2025	2030	2035	2040	2045	2050
North Palm Beach	12,862	13,053	13,297	13,503	13,838	14,069	14,337

2023 Palm Beach County Population Allocation Model – Population by Jurisdiction



Objection (Comprehensive Plan Update) Part 2 Cont'd

(2) current and projected designed capacity of sanitary sewer facilities.

Response:

- SUA has a Florida DEP permit that currently limits the influent flows to 12.0 mgd on a three-month average daily flow (3madf) basis
- **Mr. Rim Bishop, Executive Director, and Mr. Brandon Selle, Chief Operating Officer (COO) from SUA, confirmed that the plant capacity is adequate until approximately the year 2262** based on the straight-line projection of the historical maximum three-month average daily influent flows from 2000 to 2021

Seacoast Utility Authority Projected Average Daily Sewer Flow					
Municipality	Year				
	2025	2030	2035	2040	2045
Total North Palm Beach Sewer Flow (MGD)	0.87	1.15	1.17	1.19	1.21



Objection (Comprehensive Plan Update) Part 2 Cont'd

(3) current and projected operating levels of service of sanitary sewer facilities.

- Current level of service (LOS) of sanitary sewer for the Seacoast Utility: 107 gallons per person per day of wastewater (including non-residential)
- Village's Infrastructure LOS and Capital Improvement Element
- SUA has capacity to provide services for the current and projected level of service for the next **10- and 20- year planning period**



Objection (Comprehensive Plan Update) Part 2 Cont'd

(4) identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of sanitary sewer facilities.

Response:

- 30-Year Wastewater Treatment Plan found most gravity main pipes in good condition
- Pipes are expected to have at least 15 years of lifespan
- Seacoast will need to renew or replace some wastewater infrastructure within the 20-year planning horizon



(5) coordination of any needed improvements within the Capital improvements Element.

Since SUA is Village's provider for sanitary sewer, the Village regularly coordinates with this agency on any capital improvements modifications



Comment #1 Septic System and Comment #2

State Comment #1 - *The proposed Amendment 24-01ER does not include the information required by Section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element.*

Response:

POLICY 1.5.5: When central sanitary sewer service becomes available to currently unsewered areas, and existing septic tank systems fail to meet state water quality standards and/or endanger the public health, connection to the central system shall be required within 365 days per F.S. 381.00655. (Proposed Policy with no changes since transmittal)

State Comment #2 - *(Future Land Use Intensity Standards):*

The proposed Amendment 24-01ER is not consistent with the requirements of sections 163.3177(1) and 163.3177(6)(a) l., F.S.

Response: *Historically, the Public Buildings & Grounds and Other Public Facilities future land use categories do NOT contemplate intensity. The Village will further review and examine this Comprehensive Plan policy (Policy 1.1.3 and Table FLU-1) at a future time after the adoption of the subject EAR update.*

Comments from Treasure Coast Regional Planning Council

In addition, Department of Commerce provided agencies comments:

1. **Intergovernmental Coordination Element:** Policy 1.2.1 reference of the Transportation Planning “Authority,” should be the Transportation Planning “Agency.”

Response: *Corrected.*

2. **Property Rights Element:** Village should replace the language in Goal 1 to reflect all decisions, and not just planning and development decisions, will protect individual property rights.

3. **Transportation Element:** Village should consider adding a policy to Objective 1.8 or expanding Policy 1.8.2 for the provision of vehicle and pedestrian cross access connections with new development and redevelopment.

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



Comments from Treasure Coast Regional Planning Council

4. **Transportation Element:** Village should consider revising Objective 1.4, Policy 1.4.5 or Objective 1.9, Policy 1.9.2, Objective 1.10, Policy 1.10.6

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

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

5. **Intergovernmental Coordination Element:** The Village is to be commended for the commitment to coordinating school planning in Objective 1.3 and Policy 1.3.7



Final Steps

- **June 12, 2025** - Second Reading w/ Council (Adoption)
- **June 17, 2025** - Uploaded Comprehensive Plan to State and agency
- **June 17, 2025** - State Issued an Acknowledgement Letter
- **July 24, 2025** - Presentation to Village Council
- **To be determined** - Await Notice of Intent (NOI) from State

FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

June 17, 2025

RESPONSE VIA EMAIL ONLY

Mr. Valentino Perez
Building Director
Village of North Palm Beach
Community Development
420 US Highway One, Suite 21
North Palm Beach, Florida 33408

Dear Mr. Perez:

Thank you for submitting copies of the adopted Comprehensive Plan Amendment for the Village of North Palm Beach No. 24-01ER, adopted by Ordinance No. 2025-11 on June 12, 2025, for our review.

We have conducted a preliminary inventory of the plan amendment package to verify the inclusion of all required materials. The submission package appears to be complete, and your adopted plan amendment will be reviewed pursuant to Section 163.3184(4), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. The State Land Planning Agency will conduct a compliance review and issue a Notice of Intent regarding the adopted comprehensive plan amendment on or about August 1, 2025.

Please be advised pursuant to Section 163.3184(4)(e)4., Florida Statutes, the State Land Planning Agency's Notice of Intent shall become effective upon posting on the agency's internet website unless challenged by an Affected Party.

If you have any questions, please contact James Stansbury, Regional Planning Administrator, for region 09, who will be assigning the adopted plan amendment for review at (850)717-8512.

Sincerely,



Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/ts

cc: External Agencies

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | [Twitter: @FLACommerce](https://twitter.com/FLACommerce)

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



Thank You!

Nilsa Zacarias, AICP

Director of Planning
nzacarias@chenmoore.com
(561) 758-2252

Lance Lilly

Senior Planner
llilly@chenmoore.com
(561) 348-4628



January 17, 2025

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

Dear Mayor Bickel,

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

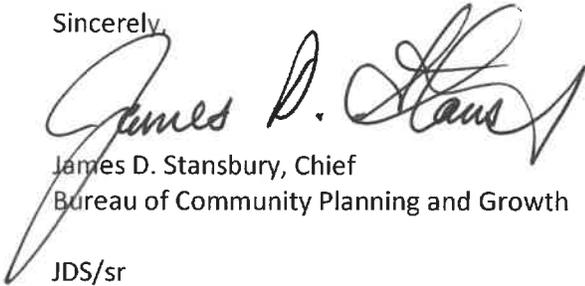
The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection. We are also providing two comments. The comments are offered to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

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

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

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

Sincerely,



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

JDS/sr

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

section 163.3184(4), Florida Statutes

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

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

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

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

_____ Ordinance number and adoption date;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Harris, Donna

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

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

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

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

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

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

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

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

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

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

Lindly Kern



Harris, Donna

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

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

Dear Ms. Gardner-Young:

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

Water Source Identification

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

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

Kind regards,

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

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 4B_
From: Staff
Date: December 13, 2024
Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Village of North Palm Beach Comprehensive Plan
Amendment No. 24-01ER

Introduction

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

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

Summary of Proposed Amendments

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

Introduction

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

Future Land Use Element

The proposed amendments:

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

Annexation Element

The proposed amendments:

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

Housing Element

The proposed amendments:

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

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

Transportation Element

The proposed amendments:

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

Capital Improvements Element

The proposed amendments:

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

Infrastructure Element

The proposed amendments:

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

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

Coastal Management Element

The proposed amendments:

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

Conservation Element

The proposed amendments:

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

Recreation and Open Space Element

The proposed amendments:

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

Intergovernmental Coordination Element

The proposed amendments:

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

Property Rights Element

The proposed amendments:

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

Responsible and Accessible Government Element

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

Regional Impacts

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

Extrajurisdictional Impacts

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

Conclusion

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

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

Recommendation

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

Council Action

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

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

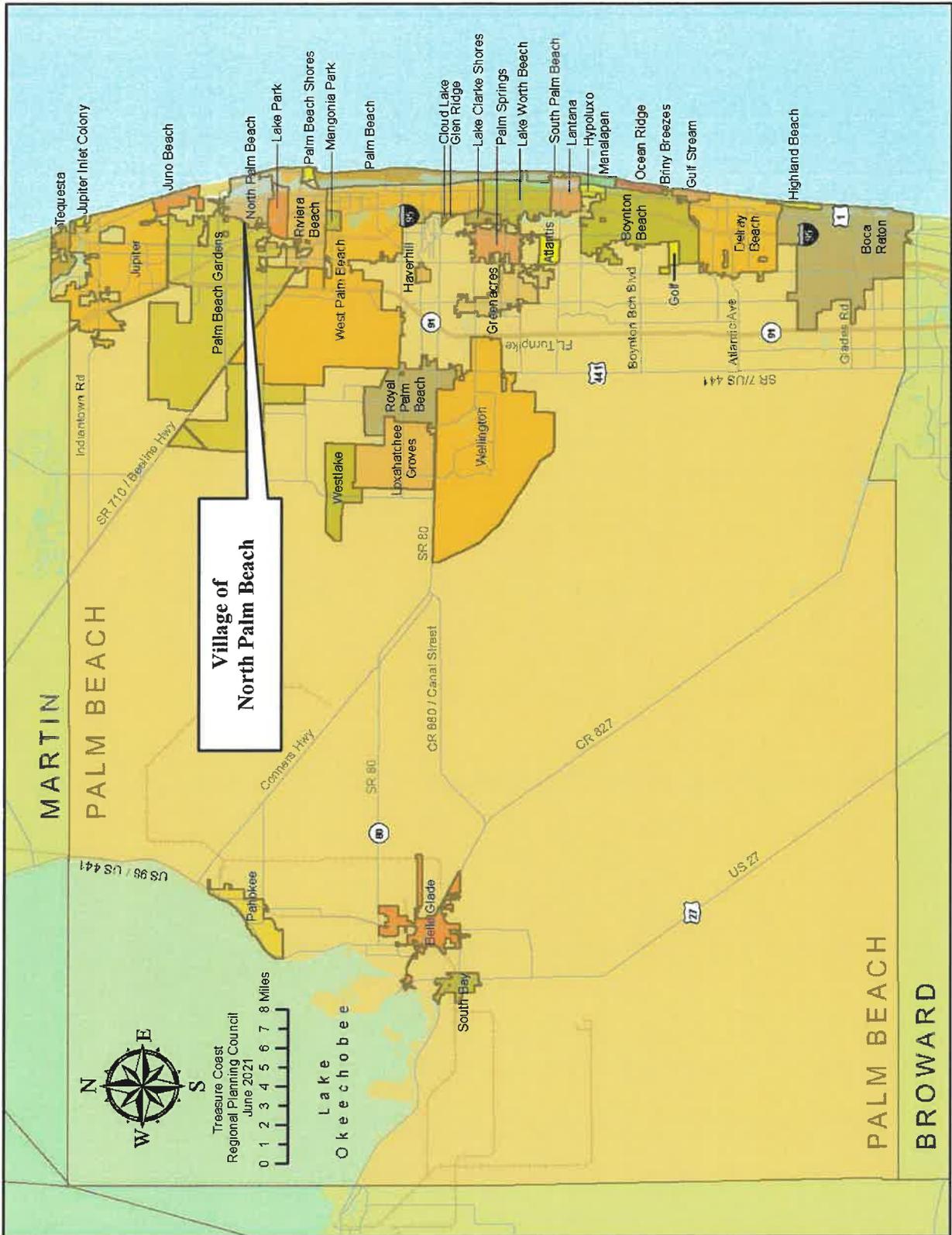
Attachments

List of Exhibits

Exhibit

1 General Location Map

Exhibit 1 General Location Map



Village of North Palm Beach

Response to the Objections, Recommendations, and Comments (ORC) Report

To: Mr. James D. Stansbury, Chief, Bureau of Community Planning and Growth
From: Caryn Gardner-Young, Village of North Palm Beach Community Development Director
Thru: Nilsa Zacarias, AICP, Consultant to the Village of North Palm Beach
Date: March 7, 2025
Subject: Courtesy Review – Amendment 24-01ER – ORC Report

The Village of North Palm Beach received the ORC report from Florida Department of Commerce on January 17, 2025. The subject report included One (1) Objection and Two (2) Comments, see Exhibit B. We will appreciate your courtesy review of the following revisions, please note the **new proposed language is in red font and underline** and it will replace the previous one:

1. Objection 1 (Comprehensive Plan Update):

“The proposed Amendment 24-01ER does not update the Village’s Comprehensive Plan, based on relevant and appropriate data and analysis, to comply with statutory requirements relating to the Village’s planning periods.

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

The proposed Amendment 24-01ER does not update the Village’s Comprehensive Plan Infrastructure Element to address the required planning periods, based upon relevant and appropriate data and analysis, inconsistent with the requirements of section 163.3177(1)(f), F.S., which requires that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. The proposed Amendment 24-01ER update to the Comprehensive Plan is not based upon relevant and appropriate data and analysis of sanitary sewer facilities addressing the following for the required updated planning periods:

- (1) current and projected demand upon sanitary sewer facilities based upon relevant and appropriate population estimates and projections,*
- (2) current and projected designed capacity of sanitary sewer facilities,*
- (3) current and projected operating levels of service of sanitary sewer facilities,*
- (4) identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of sanitary sewer facilities, and*
- (5) coordination of any needed improvements within the Capital Improvements Element.*

Based on the above objection from the State, the Village has included the following responses and updates to the proposed Comprehensive Plan:

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

Response

Introduction Element:

Planning Horizon

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

Future Land Use Element:

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

Transportation Element:

GOAL 1.0: To maintain and develop a safe, convenient, sustainable, and energy efficient multimodal circulation system to support the community's economic vitality and residential character for current and future residents for the next 10- and 20-years.

Capital Improvement Element:

GOAL 1.0: The Village shall undertake actions necessary to efficiently provide needed public facilities to all residents within North Palm Beach in a timely manner which protects investments, maximizes the use of existing facilities, and promotes orderly compact municipal growth for the next 10- and 20- year planning horizon. Further decisions to finance public facilities improvements shall be based upon the use of sound fiscal POLICY oriented to minimizing Village debt service liabilities.

Housing Element:

GOAL 1.0: To achieve a diverse supply of housing stock for homeowners and renters while assuring that all current and future citizens have safe, decent, sanitary, and sustainable housing and living conditions without jeopardizing the residential character of the Village and individual Planning Areas within a 10- and 20- year planning period.

Infrastructure Element:

GOAL 1.0: Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Village; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) assure the health, safety, and welfare of Village residents. The Village is committed to providing the following services for the next 10- and 20- years:

~~6.2.1~~ a. Sanitary Sewer: Adequate sanitary sewer facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.2~~ b. Solid Waste: Adequate solid waste collection and disposal services and facilities shall be available to all residential and non-residential land uses in the Village.

6.2.3 c. Stormwater Management: Adequate Village-wide drainage and stormwater management facilities shall be available to all residential and non-residential land uses.

6.2.4 d. Potable Water: Adequate potable water supply facilities shall be available to all residential and non-residential land uses in the Village.

6.2.5 e. Natural Groundwater Aquifer Recharge: A safe and dependable supply of potable water shall be available to all residential and non-residential land uses in the Village.

6.2.6 f. Coordinate with Seacoast Utility Authority and Palm Beach County in the preparation of their Ten-Year Water Supply Work Plans, consistent with the directives of the Lower East Coast Water Supply Plan.

Annexation Element:

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

Coastal Management Element:

GOAL 1.0 - The Village shall protect human life and limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources in the next 10-and 20- years.

Conservation Element:

GOAL 1.0: Ensure the conservation and appropriate use of minerals, soils, and native vegetative communities through the continued enforcement of Village rules and regulations and development (site) plan reviews for the next 10-and 20- years.

Recreation and Open Space Element:

GOAL 1.0: To ensure adequate recreation and open space opportunities for all sectors of the community and enhance the quality-of-life North Palm Beach offers through the development of attractive parks, recreation facilities, and open spaces for the next 10- and 20- year planning horizon.

Intergovernmental Coordination Element:

GOAL 1.0: To improve governmental efficient and effectiveness and resolve conflicts and incompatibilities for the next 10- and 20- year planning horizon through cooperation, communication and flexible relationships between North Palm Beach and all other governmental organizations which share common interests and issues.

Property Rights Element:

GOAL 1.0: Ensure that the Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property for the next 10- and 20-years.

In addition, please see the Data and Analysis section included at the end of this document that reflects the 10- and 20-year planning period.

Objection #1 Cont'd

The proposed Amendment 24-01ER does not update the Village's Comprehensive Plan Infrastructure Element to address the required planning periods, based upon relevant and appropriate data and analysis, consistent with the requirements of section 163.3177(1)(f), F.S., which requires that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. The proposed Amendment 24-01ER update to the Comprehensive Plan is not based upon relevant and appropriate data and analysis of sanitary sewer facilities addressing the following for the required updated planning periods:

- (1)** current and projected demand upon sanitary sewer facilities based upon relevant and appropriate population estimates and projections,
- (2)** current and projected designed capacity of sanitary sewer facilities,
- (3)** current and projected operating levels of service of sanitary sewer facilities,
- (4)** identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of sanitary sewer facilities, and
- (5)** coordination of any needed improvements within the Capital improvements Element.

Background

Seacoast Utility Authority (SUA) serves as the Village's primary provider for potable water and wastewater treatment. SUA's five jurisdictions includes the Village of North Palm Beach, the City of Palm Beach Gardens, the Towns of Lake Park and Juno Beach and unincorporated areas of Palm Beach County.

The service area for the PGA Wastewater Treatment Plant (PGA WWTP) is approximately 78 square miles and includes Palm Beach Gardens, North Palm Beach, Lake Park, a portion of Juno Beach, and unincorporated portions of Palm Beach County east of the C-18 Canal. See below Figure 1 presenting the service area. It is not anticipated that the service area will significantly change within the next 10 years.

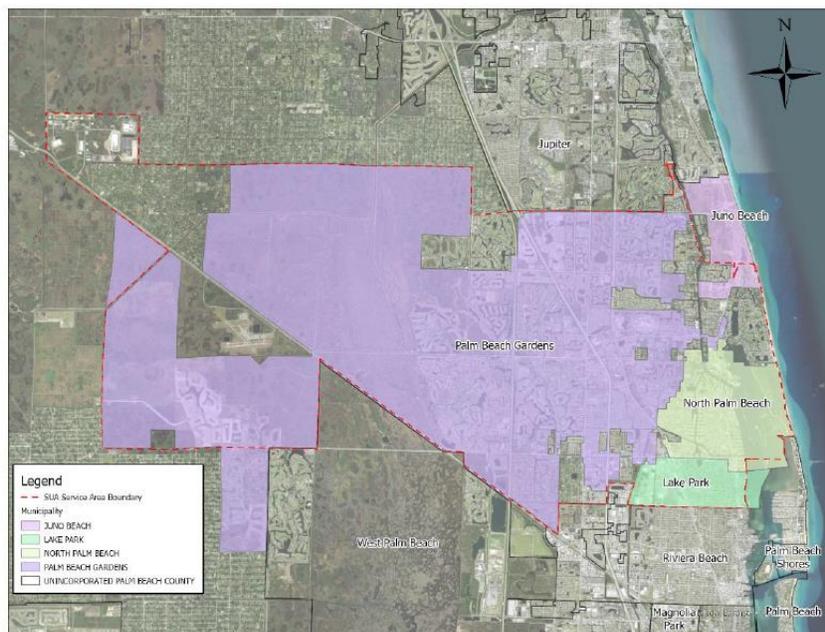


Figure 1. SUA service area and the political jurisdictions.

The following responses are based on coordination with Mr. Brandon Selle, Chief Operating Officer (COO) from SUA, and documents provided such as the Seacoast Utility Authority PGA Regional Wastewater Treatment Facility Plan.

(1) current and projected demand upon sanitary sewer facilities based upon relevant and appropriate population estimates and projections

Response:

According to the Palm Beach County population allocation model, the County estimates that for Seacoast’s Utilities’ service area for 2035 and 2045 there will be 103,569 customers in 2035 and 106,537 customers in 2045.

	Service Area Population Projections						
	2020	2021	2025	2030	2035	2040	2045
Seacoast	96,113	96,473	97,911	102,856	103,569	105,683	106,537

2023-2024 Lower East Coast Water Supply Plan

The table below indicates that the Seacoast service area for North Palm Beach includes the following population for 2035 and 2045; 13,503 and 14,069 respectively. This reflects an increase of 1,016 residents in North Palm Beach from 2025 to 2045.

	Service Area Population Projections						
	2022	2025	2030	2035	2040	2045	2050
North Palm Beach	12,862	13,053	13,297	13,503	13,838	14,069	14,337

2023 Palm Beach County Population Allocation Model – Population by Jurisdiction

Based on this allocation model and SUA’s plant capacity, the Authority can accommodate the 1,016 residents and more within the 10- and 20-year planning horizons. **In addition, the following Objective (Objective 1.5) has been updated to include a 10-and-20-year planning horizon for the North Palm Beach sanitary sewer.**

OBJECTIVE 1.5: Seacoast Utilities Utility Authority shall continue to own, operate and maintain sanitary sewer, and potable water, and reclaimed water facilities to meet existing demands and coordinate and administer the extension of, or increase in, the capacity of facilities to meet future needs within the Village of North Palm Beach for the next 10- and 20-years planning period.

(2) Current and projected designed capacity of sanitary sewer facilities

Response:

According to the Seacoast Utility Authority PGA Regional Wastewater Treatment Facility Plan the plant that provides service to the North Palm Beach area has a FDEP permit that currently limits the influent flows to 12.0 mgd on a three-month average daily flow (3madf) basis.

Through discussions with Mr. Rim Bishop, Executive Director, and Mr. Brandon Selle, Chief Operating Officer (COO) from SUA, it is confirmed that the plant capacity should be adequate until approximately the year 2262 based on the straight-line projection of the historical maximum three-month average daily influent flows from 2000 to 2021.

Seacoast Utility Authority Projected Average Daily Sewer Flow					
Municipality	Year				
	2025	2030	2035	2040	2045
Total North Palm Beach Sewer Flow (MGD)	0.87	1.15	1.17	1.19	1.21

Figure 2 from the SUA PGA Wastewater Treatment Facility Plan demonstrates the Historical and Wastewater Flow to the SUA PGA WWTP.

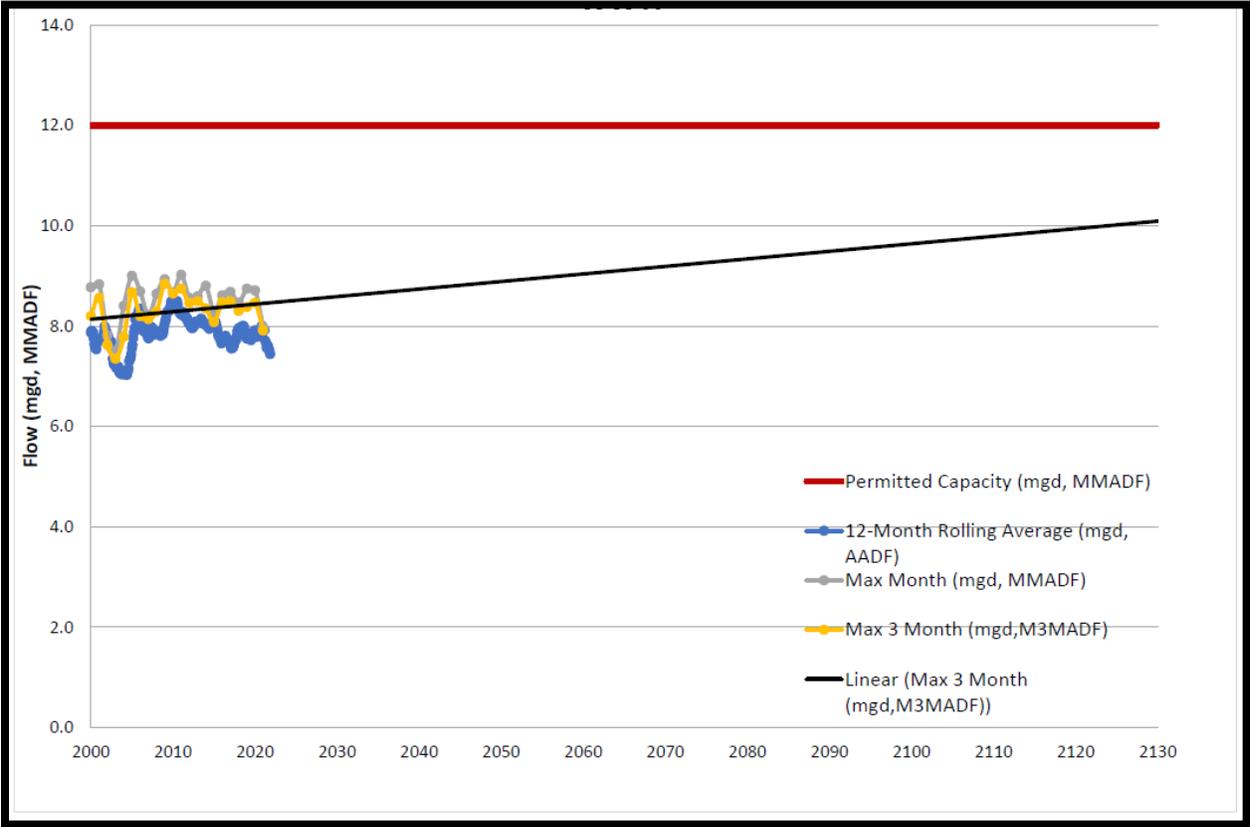


Figure 2. SUA Historical & Projected Wastewater Flow to the SUA PGA WWTP

(3) Current and projected operating levels of service of sanitary sewer facilities

Response:

The current level of service of sanitary sewer for the Seacoast Utility is 107 gallons per person per day of wastewater and also factors in non-residential. The subject level of service has been included in the Village’s Infrastructure and Capital Improvement Element. As indicated in the previous section, SUA has the capacity to provide services for the current and projected level of service for the next 10- and 20- year planning period.

(4) identification of any improvements that are needed to sanitary sewer facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of sanitary sewer facilities

Response:

The wastewater collection system consists of both gravity sewer and low-pressure sewer systems. There is approximately 328 miles of wastewater collection system pipes ranging in diameter from 1½ inches through 24 inches.

According to SUA 30-year Wastewater Treatment Plan, there are no projections for service area expansion for the next 20 years. Per to SUA's statement, "Seacoast currently owns, operates, and maintains sufficient permitted wastewater treatment, reuse, and disposal capacity to serve its projected 2045 population. Thus, no expansion will be required. Through the planning horizon, however, Seacoast proposes to renew and/or replace approximately 6 lift stations, 1 mile of sanitary sewer force main, and 4 miles of gravity sewer pipelines and appurtenances within the Village of North Palm Beach. During the same period, Seacoast will update, renew, restore, and replace such treatment, reuse and disposal infrastructure as may be required to sustain its level of service."

Based on the analysis conducted in the 30 Year Wastewater Treatment Plan, majority of gravity main pipes are in good condition. Approximately 444,900 feet or 84.3 miles of gravity sewer pipes have been lined with cured in place pipe (CIPP) liner. The study takes into account that the age of the pipe was assumed to be the age that the CIPP was installed. Thus, meaning that the pipes would a remaining useful life of at least 15 years, being the closest to exhaust their useful life located in the southeast and central area of the SUA east service area. Based on the useful life of the infrastructure, Seacoast will need to renew/replace some wastewater related infrastructure within the 20-year planning horizon.

(5) coordination of any needed improvements within the Capital improvements Element.

Since SUA is the Village's provider for sanitary sewer, the Village regularly coordinates with this agency on any capital improvements modifications. At this moment, as indicated previously there is not projected expansions for the next 10- and 20- year period.

2. Comment # 1 (Septic System Conversion to Central Sanitary Sewer System Service)

"The proposed Amendment 24-01ER is not consistent with the requirements of Section 163.3177(6)(c)3., F.S. Chapter No. 2023-169 amended Section 163.3177(6)(c)3., Florida Statutes (F.S.), to require the Infrastructure Element to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and time line for construction of the sanitary sewer system) that could receive the sanitary sewer flows after connection. Section 163.3177(6)(c)3., F.S., requires that each comprehensive plan must be updated to include the required element by July 1, 2024, and as needed thereafter to account for future applicable developments.

The proposed Amendment 24-01ER does not include the information required by Section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element. In addition, please see the enclosed comments (letter dated December 13, 2024) from the Florida Department of Environmental Protection (FDEP). The Village should coordinate with FDEP and revise the amendment to include the information required by Section 163.3177(6)(c)3., F.S., in the adopted portion of the Infrastructure Element."

The Village of North Palm Beach is currently connected to SUA’s central sanitary sewer system. However, over the years, the Village has annexed approximately 100 properties that are still using septic tanks. The proposed EAR update includes a policy (Policy 1.5.5) stating that these unsewered areas will be connected to the central sewer system once their septic tank systems fail, see below current proposed policy:

Proposed Policy (no changes)

POLICY 1.5.5: When central sanitary sewer service becomes available to currently unsewered areas, and existing septic tank systems fail to meet state water quality standards and/or endanger the public health, connection to the central system shall be required within 365 days per F.S. 381.00655.

3. Comment (Future Land Use Intensity Standards):

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

Response:

The Village of North Palm Beach acknowledges the comment provided by the State regard the meaningful and predictable standards for the maximum non-residential intensities of land use. Historically, the Public Buildings & Grounds and Other Public Facilities future land use categories do Not contemplate intensity. The Village will further review and examine this Comprehensive Plan policy (Policy 1.1.3 and Table FLU-1) at a future time after the adoption of the subject EAR update.

In addition to the ORC report provided by Florida Department of Commerce on January 17, 2025. The Village of North Palm Beach received comments from the Treasure Coast Regional Planning Council (TCRPC). The below comments were offered to the Village for consideration prior to adoption of the Comprehensive Plan amendments.

1. Policy 1.2.1 in the Intergovernmental Coordination Element reference the Transportation Planning “Authority,” this should be the Transportation Planning “Agency.”
2. In the Property Rights Element, the language has been changed from indicating that the Village will ensure the property rights are considered in “local decision making,” to “planning and development decisions.” Consistent with other reviews by Florida Commerce, the intent of the legislation mandating inclusion of a property rights element was to ensure that all decision making considers property rights. The Village should replace the language in Goal 1 to reflect all decisions, and not just planning and development decisions, will protect individual property rights.
3. **Vehicular and pedestrian interconnections between adjacent parcels provides a good way to improve transportation efficiency, reduce vehicle trips on the roadway network, and enhance resident convenience. The Village should consider adding a policy to Objective 1.8 or expanding Policy 1.8.2 in the Transportation Element calling for the provision of vehicle and pedestrian cross access connections with new development and redevelopment.**

4. So that residents of the Village can have greater proximity to more commuter options, the Village should consider revising Objective 1.4, Policy 1.4.5 or Objective 1.9, Policy 1.9.2 in the Transportation Element to call for the extension of Tri-Rail service northwards to Jupiter, Palm Beach Gardens, and Lake Park. In addition, Objective 1.10, Policy 1.10.6 could be clarified by adding a mention of Tri-Rail.
5. The Village is to be commended for the clear and firm commitment to coordinating school planning expressed in Objective 1.3, Policy 1.3.7 in the Intergovernmental Coordination Element.

Proposed Policies:

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

Proposed Policy:

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

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

EXHIBIT A – Updated Data and Analysis

See next page

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

DATA AND ANALYSIS

Updated Language since ORC Report in Blue Font

INTRODUCTION

This Infrastructure Element of the Comprehensive Plan examines the various resources within the jurisdiction of the Village of North Palm Beach. It includes sub-elements such as Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge. Each sub-section is addressed separately below.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Infrastructure Element as with the other elements of the Comprehensive Plan. This document reflects the planning horizon for the Village's infrastructure for the next 10 and 20 years.

EXISTING CONDITIONS

SANITARY SEWER

The purpose of the sanitary sewer sub-element is to guide the preparation of plans and policies necessary to assure the availability of capacity, treatment, and disposal of wastewater for projected growth and future needs of the Village of North Palm Beach. This sub-element analyzes the Village's existing sanitary sewer collection system and facilities, and also discusses future generation levels.

Sanitary sewer service within the North Palm Beach municipal boundaries is not directly provided by the Village. With the exception of a few remaining septic tanks, sanitary sewer service, including collection, transmission, and disposal is provided by Seacoast Utility Authority (SUA). To ensure that all existing and proposed developments have adequate sanitary facilities, the Village continues to include SUA in the site plan review and permitting process. Also, to ensure concurrency, the Village requests SUA's approval (or approval with conditions) of proposed projects and developments prior to the issuance of building permits. During development order review, SUA requires developers to upgrade the capacity of existing systems or build new systems to meet sanitary sewer needs in order to ensure that adequate capacity is available.

For North Palm Beach, the wastewater treatment is based out of the SUA's PGA Wastewater Treatment Plant. The service area for the PGA Wastewater Treatment Plant (PGA WWTP) is approximately 78 square miles and includes Palm Beach Gardens, North Palm Beach, Lake Park, a portion of Juno Beach, and unincorporated portions of Palm Beach County east of the C-18 Canal. Figure 1 presents the service area. According to SUA, it is not anticipated that the service area will significantly change within the next 10 years.



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

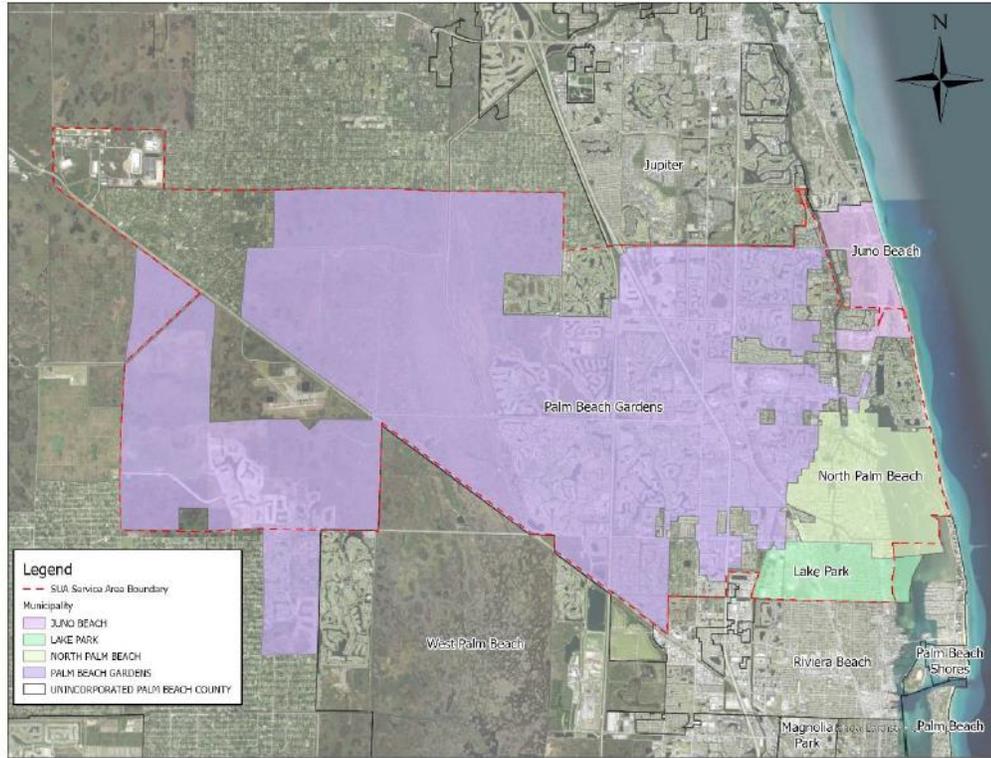


Figure 1. SUA service area and the political jurisdictions.

As noted in the Future Land Use Element, based on 2020 Census data, the population of North Palm Beach is 13,162 persons. Utilizing the estimated population, current wastewater use by the Village is estimated at 1,408,334 gallons per day (i.e., population of 13,162 residents x 107 gallons per capita per day). Using the population projections from the Palm Beach County Population Allocation Model (14,069 residents) and the LOS set by SUA, it is projected that the Village’s wastewater needs will reach 1,505,383 gallons per day by 2045.

Table 1.0 - Service Area Population Projections

		Service Area Population Projections						
		2022	2025	2030	2035	2040	2045	2050
North	Palm	12,862	13,053	13,297	13,503	13,838	14,069	14,337
Beach								

2023 Palm Beach County Population Allocation Model - Population by Jurisdiction

The site plan review and building processes established by the Village and the requirements established in the Policies of its Comprehensive Plan, ensure effective coordination with developers during the planning and phasing stages of development to meet wastewater collection and treatment needs.

The Village is available for and encourages developers to take advantage of preliminary/pre-application meetings to ensure that developers are aware of the Village’s code requirements. Developers are also encouraged to meet with SUA representatives during the preliminary stages of development to clarify wastewater requirements and standards. These opportunities



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

are on-going practices of both the Village and the SUA, and they continue to be available to developers.



Seacoast currently owns, operates, and maintains sufficient permitted wastewater treatment, reuse, and disposal capacity to serve its projected 2045 population. SUA owns and maintain approximately 285 miles of gravity sewer pipelines and more than 150 pumping stations. The gravity sewer pipelines are used to transfer the sanitary sewage discharged from residential and commercial properties to one of SUA's multiple lift stations and then to the wastewater treatment plant. According to SUA 30-year Wastewater Treatment Plan, there are no projections for service area expansion for the next 10-20 years.

The Village of North Palm Beach is currently connected to SUA's central sanitary sewer system. However, over the years, the Village has annexed approximately 100 properties that are still using septic tanks. With regard to wastewater as a whole, the Palm Beach County Health Department (a State agency) enforces Federal, State, and SUA standards regulating the central sanitary sewer and septic tank systems serving North Palm Beach.

However, through the planning horizon, Seacoast proposes to renew and/or replace approximately 6 lift stations, 1 mile of sanitary sewer force main, and 4 miles of gravity sewer pipelines and appurtenances within the Village of North Palm Beach. During the same period, Seacoast will update, renew, restore, and replace such treatment, reuse and disposal infrastructure as may be required to sustain its level of service.

Seacoast Utility Authority also provides "reclaimed" water which is wastewater (sewage) that has been treated and disinfected to meet Florida's stringent irrigation water quality standards. The water is treated and stored at Seacoast's PGA Regional Water Reclamation Facility and pumped through 24 miles of pipeline to nearly 40 high-volume irrigation customers.

The PGA Regional Water Reclamation facility provides service to participating governments. It has a current permitted capacity of 12 mgd. SUA has anticipates that the plant capacity should be adequate until approximately the year 2262 based on the straight-line projection of the historical maximum three-month average daily influent flows from 2000 to 2021. Additionally, SUA has projected that the average daily sewer flow for North Palm Beach would



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

range from 0.87 MGD in 2025 to 1.21 in 2045. The below table indicates the projected averages for daily sewer flow.

Table 1.1 - Seacoast Utility Projected Average Daily Sewer Flow

Seacoast Utility Authority					
Projected Average Daily Sewer Flow					
Municipality	Year				
	2025	2030	2035	2040	2045
Total North Palm Beach Sewer Flow (MGD)	0.87	1.15	1.17	1.19	1.21

Seacoast Utility Authority

Figure 2 from the SUA PGA Wastewater Treatment Facility Plan demonstrates the Historical and Wastewater Flow to the SUA PGA WWTP.

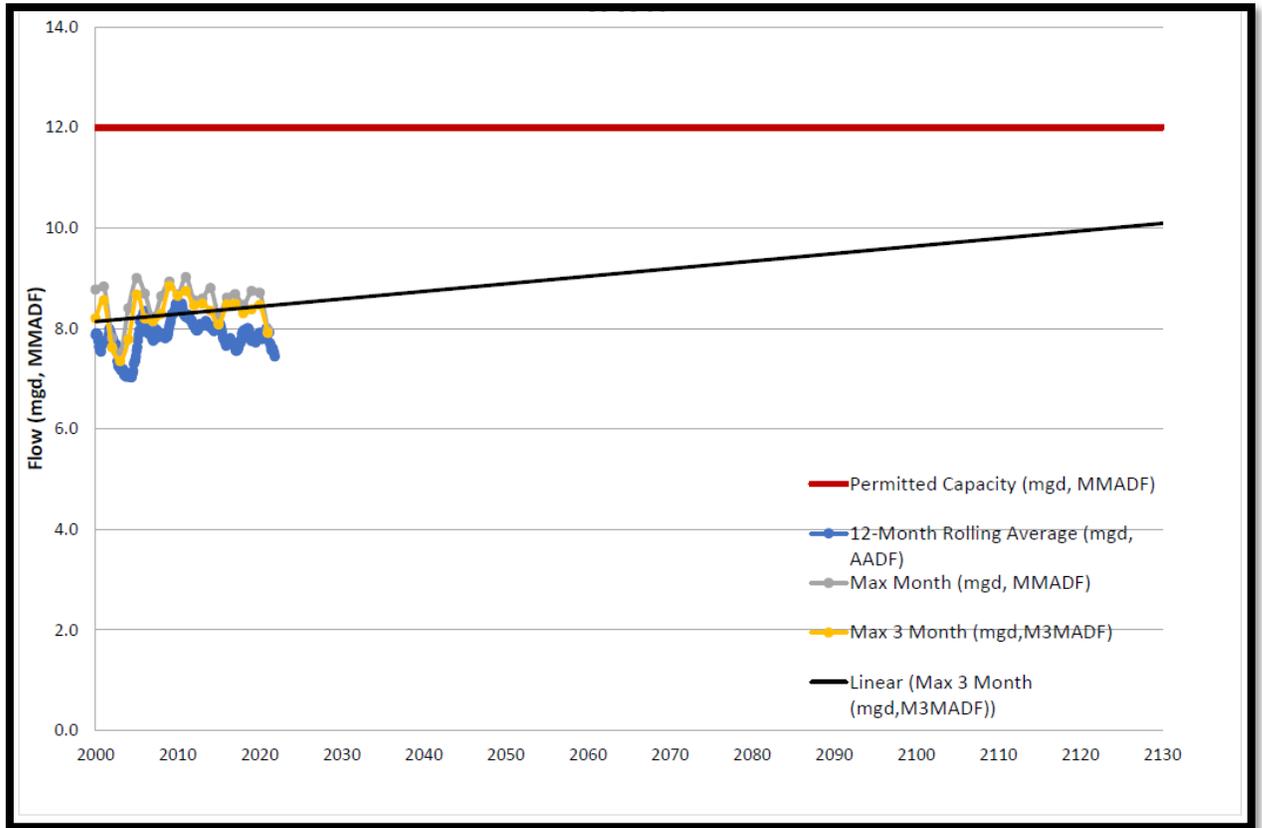


Figure 2. SUA Historical & Projected Wastewater Flow to the SUA PGA WWTP

Level of Service

The Level of Service (LOS) for average daily sewage generation rate for capital sanitary sewer facilities in North Palm Beach is a maximum of 107 gallons/capita/day for residential uses. There is no fixed level of service requirement for nonresidential uses such as commercial,



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

public, educational, and other public buildings; the estimated sewage generation is based on the Florida Administrative Code. As indicated in the previous section, SUA has the capacity to provide services for the current and projected level of service for the next 10- and 20- year planning period.

Because the wastewater collection, transmission, treatment, and disposal facilities are owned, operated, and maintained by Seacoast, the Village has neither the responsibility nor the authority to provide for system improvements.

SOLID WASTE

Along with sanitary sewer systems, solid waste management is important to keeping the Village clean. This solid waste sub-section evaluates resources available for the Village's projected population growth and assesses the solid waste needs for future and current residents of North Palm Beach. In addition, this sub-section examines the Village's existing solid waste and hazardous waste management services and facilities, projects future waste generation levels, and suggests alternatives for lowering per capita waste generation rates.

Because the Village of North Palm Beach is primarily a residential community, residential uses generate the majority of the Village's solid waste. Commercial and other uses generate less solid waste.

Within the North Palm Beach Public Works Department, the Solid Waste division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village.

Contractors and hired individuals for lawn and tree services are required to haul away any vegetation, branches, etc. that they trim. Vegetation debris can be left for pickup only if it was created by the homeowner or tenant. Also, any construction debris from renovations, demolitions, or construction must be removed by building contractors and/or handymen.

Accordingly, the following Levels of Service for residential and non-residential collection of solid waste have been established by the Village:

- Monday: Garbage & vegetation Village-wide.
- Tuesday: Glass and plastic recycling pickup (blue bin), plus bulk items by appointment ONLY.
- Wednesday: Garbage & vegetation Village-wide.
- Thursday: Paper and cardboard recycling pickup (yellow bin), plus bulk items by appointment ONLY.
- Friday: Garbage & vegetation Village-wide.

Schedule for week when holiday falls on a Monday

- Monday Holidays - NO PICK UP
- Tuesday - Garbage/Vegetation
- Wednesday - Recycling-Blue Bin
- Thursday - Recycling-Yellow Bin
- Friday - Garbage/Vegetation



TRENDS AND CHALLENGES

Future Growth (Solid Waste)

Although the Village is essentially “built out,” it is also experiencing a phase of redevelopment. With a projected population growth of 724 residents by 2045, the Village must prepare for the additional waste from the future residents. Fortunately, the Solid Waste Authority (SWA) has continued to improve its dumping and solid waste collection practices. SWA implemented sophisticated liner systems to keep trash and leachate (“garbage juice”) from seeping into the ground. SWA has also extended the life of the landfill through recycling and other projects through 2054.

Future Growth (Sewer)

As mentioned, the Village is experiencing redevelopment. As the population grows, the amount of sanitary sewer waste generated is expected to increase. Significant changes in growth, annexation, or development will require re-evaluation of existing sanitary sewer capacity. The Village shall continue to coordinate with Seacoast Utility Authority to ensure that adequate infrastructure is available for the projected population.

Sea Level Rise

Due to its flat topography, porous limestone geology, and dense coastal development, Southeast Florida is one of the areas most susceptible to the impacts of climate change and sea level rise. Climate change and sea level rise are expected to present significant challenges to water resource planning, management, and infrastructure in Palm Beach, Broward, Miami-Dade, and Monroe counties. Saltwater intrusion into the primary sources of drinking water in the tri-county area (SAS and Biscayne aquifers) is of primary concern.

Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government regulations and water utility 10-year Water Supply Facility Work Plans and enhancements to local government’s Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

- 1) sea level rise,
- 2) saltwater intrusion,
- 3) extreme weather, and
- 4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Aging Infrastructure

The Village’s existing infrastructure is close to the end of its useful life span. Although some infrastructure has been updated over the years, some require improvements or replacement. It is imperative that the Village continue to assess its existing facilities and upgrade them in a timely manner.

Table 1-4 indicates the length and year sewer force mains were built. As indicated, the Village infrastructure began in 1957. Table 1-5 indicates that North Palm Beach has approximately 9,076 linear feet of sewer force main with a useful-life span of less than 0 years. Approximately 196 linear feet of sewer force main have a useful-life Span of 0-5 years, and approximately 1,639 linear feet of sewer force main have a useful-life span of 6-10 years. The Village in conjunction with SUA should evaluate the need for upgrading that infrastructure which has reached, or is near the end of, its useful life span.



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

Table 1-4: Sewer Force Main Length by Year Built

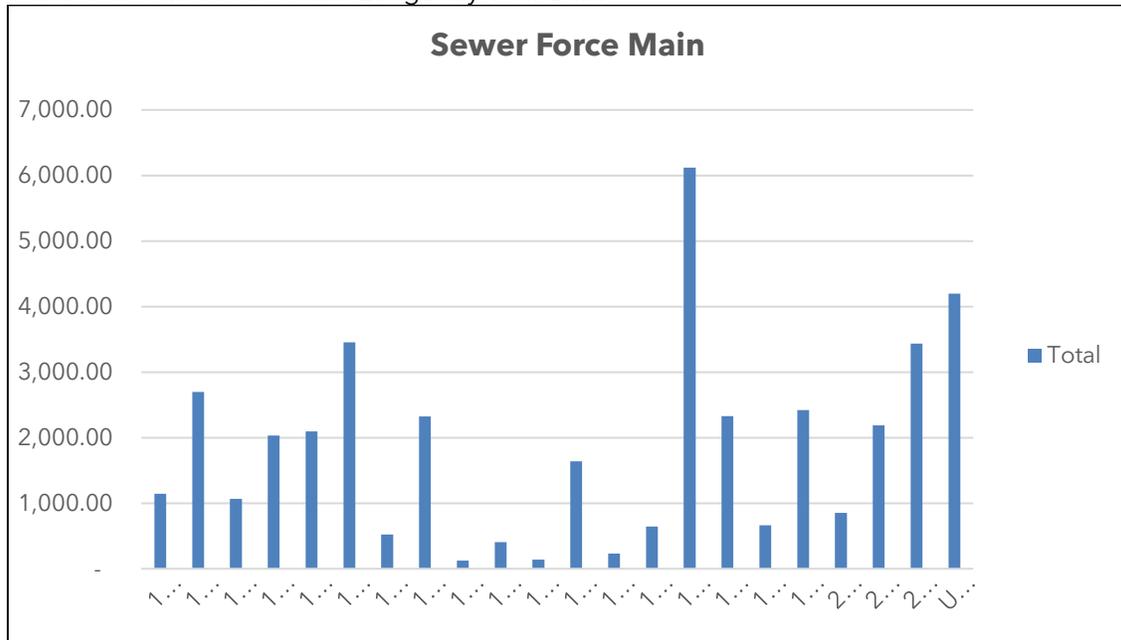
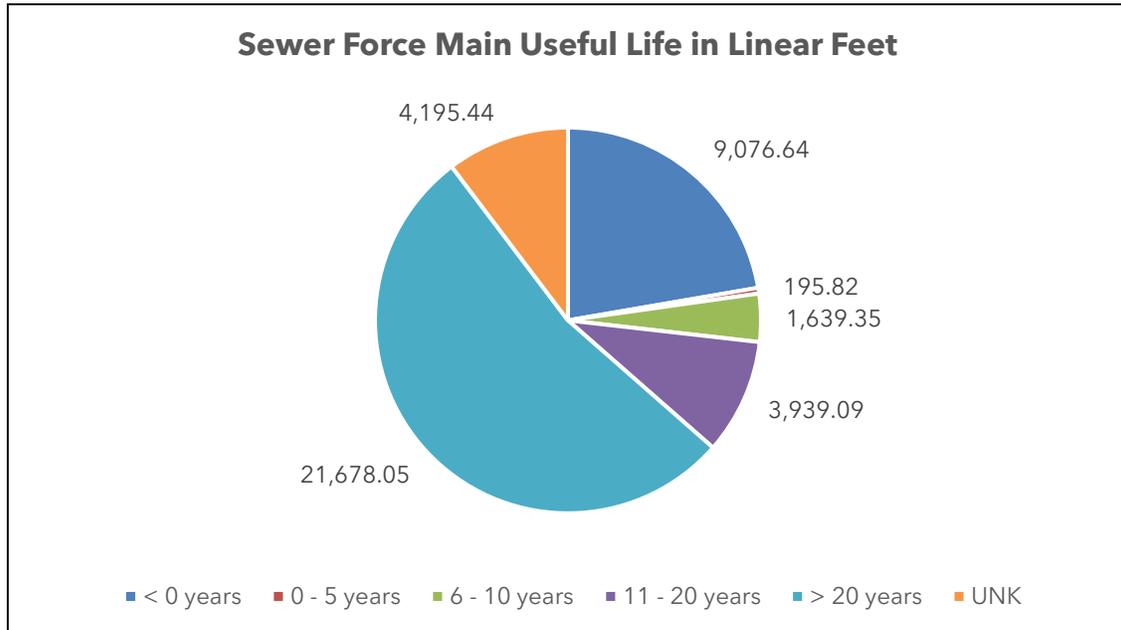


Table 1-5: Sewer Force Main Useful Life in Linear Feet



Based on SUA’s 30 Year Wastewater Treatment Plan, majority of gravity main pipes are in good condition. Approximately 444,900 feet or 84.3 miles of gravity sewer pipes have been lined with cured in place pipe (CIPP) liner. The study takes into account that the age of the pipe was assumed to be the age that the CIPP was installed. Thus, meaning that the pipes would a remaining useful life of at least 15 years, being the closest to exhaust their useful life located in the southeast and central area of the SUA east service area.



EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

The below table indicates the remaining useful life length of the Seacoast force mains:

Years	Length (miles)
<0 years	3.378
0 - 5 years	1.373
6 - 10 years	0.548
11 - 15 years	1.241
16 - 20 years	0.001
21 - 25 years	0.654
26 - 30 years	0.195
> 30 years	69.630
Unknown	14.394

The below table indicates the remaining useful life length of the Seacoast gravity mains:

Years	Length (miles)
<15 years	0
15 - 20 years	8.494
21 - 25 years	0.832
26 - 30 years	1.383
> 30 years	271.211
Unknown	21.180

2024 Stormwater Master Plan

The Village has exhibited fundamental concern for Stormwater management. As a coastal community, the Village is challenged by high groundwater levels, rising sea levels, increasingly frequent intense storms, as well as saltwater intrusion and water quality concerns. The Village strives to improve its stormwater management by supporting both physical assets as well as policies, procedures, and operations in preparation for flooding events, and protecting the Village’s groundwater, surface waters, and natural resources.

