VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA - REVISED

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, AUGUST 22, 2024
6:00 PM

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

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

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Proclamation - Florida Water Professionals Month
2. Proclamation - Hunger Action Month
3. Proclamation - Hispanic Heritage Month

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.

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

CONSENT AGENDA

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

5. **RESOLUTION** – Approving an easement in favor of Florida Power and Light for LED lighting improvements within Anchorage Park; and authorizing execution of the easement.

6. **RESOLUTION** – Approving an Interlocal Agreement with Palm Beach County for the use of grant funds in the amount of $8669 for Emergency Medical Services Equipment; authorizing execution of the Agreement, and to utilize the funds for the sole source purchase of five Handtevy Pediatric Bags with training, and medication and equipment guides at a total cost of $8,669.

7. Receive for file Minutes of the Police and Fire Pension Board meeting held 5/14/24.

8. Receive for file Minutes of the Planning, Zoning and Adjustment Board meetings held 6/4/24 and 7/2/24.

9. Receive for file Minutes of the Environmental Committee meeting held 7/1/24.

10. Receive for file Minutes of the Golf Advisory Board meeting held 7/8/24.

11. Receive for file Minutes of the Recreation Advisory Board meeting held 7/9/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

12. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-12 – CODE AMENDMENT – IMPACT FEES** Consider a motion to adopt on first reading Ordinance 2024-12 amending Chapter 6, "Buildings and Building Regulations," of the Village Code of Ordinances by adopting a new Article IV, "Impact Fees."

13. **1ST READING OF ORDINANCE 2024-13 – COMPREHENSIVE PLAN AMENDMENT** Consider a motion to adopt on first reading Ordinance 2024-13 amending the Village of North Palm Beach Comprehensive Plan to implement its Evaluation and Appraisal Report; adopting a new Introduction section and Monitoring section; amending the Future Land Use Element, the Conservation Element, the Coastal Management Element, the Intergovernmental Coordination Element, the Capital Improvement Element, the Infrastructure Element, the Housing Element, the Annexation Element, and the Property Rights Element; adopting a revised and updated Water Supply Facilities Work Plan.

14. **1ST READING OF ORDINANCE 2024-14 – FY 2024 COUNTRY CLUB BUDGET AMENDMENT** Consider a motion to adopt on first reading Ordinance 2024-14 amending the adopted Country Club Budget for Fiscal Year 2024 to transfer $328,001 from the Appropriated Net Position Account to the Contractual Services Account to fund the contractual payment to Farmer's Table for the amortized cost of improvements at the Country Club.

15. **1ST READING OF ORDINANCE 2024-15 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT – CONTINUED FROM AUGUST 8, 2024 COUNCIL MEETING** Consider a motion to adopt on first reading Ordinance 2024-15 creating the Village Place Planned Unit Development with the C-3 Regional Business Zoning District and approving a Master Site Development Plan and Master Phasing Plan on 13.155 acres of real property located at the northwest corner of Palmetto Drive and U.S. Highway One, as more particularly described herein; providing for development of the property in accordance with the plans and conditions referenced in this ordinance.

COUNCIL AND ADMINISTRATION MATTERS

OTHER VILLAGE BUSINESS MATTERS

16. **RESOLUTION – COUNTRY CLUB RESTAURANT OPERATOR AGREEMENT** Consider a motion to adopt a resolution approving a Restaurant Operator Agreement to conduct Food and Beverage Operations at the North Palm Beach Country Club with Lessing's Florida Ventures, LLC; and authorizing execution of the Agreement.

17. **RESOLUTION – MINOR PUD AMENDMENT – CRYSTAL COVE COMMONS** Consider a motion to adopt a resolution approving minor amendments to the Crystal Cove Commons Commercial Planned Unit Development to modify the previously approved outdoor seating area for the Matteo's Restaurant and to authorize a change to the facade.

18. **RESOLUTION – FY 2025 PROPERTY, CASUALTY, & WORKERS' COMPENSATION INSURANCE RENEWAL** Consider a motion to adopt a resolution accepting a proposal from First Florida Insurance Brokers to provide Property, Casualty and Workers' Compensation Insurance through Public Risk Management of Florida; and authorizing Village Administration to take all actions necessary to implement such coverage.

19. **RESOLUTION – AMENDMENT TO CONTRACT FOR BUILDING SERVICES** Consider a motion to adopt a resolution approving an Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of compensation to $100,000 for Fiscal Year 2024; and authorizing the Village Manager to execute the Amendment.

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

20. FY 2024-2025 Budget Update

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

STATEMENTS FROM THE PUBLIC

ADJOURNMENT

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

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

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

VILLAGE OF NORTH PALM BEACH
Leisure Services

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: August 22, 2024

SUBJECT: **RESOLUTION** – Approving an Easement in favor of Florida Power and Light (FPL) for new LED lighting improvements within Anchorage Park

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Florida Power & Light (FPL) has requested an Easement over a portion of Anchorage Park for the installation of LED lighting improvements. The Village plans to underground all overhead lines in the park and install new overhead and trail lighting. The easement is ten feet (10') wide and follows the conduit path.

In accordance with the terms of the Easement, the Village of North Palm Beach grants Florida Power and Light Company (FPL) a non-exclusive right to construct, operate, and maintain utility facilities within a designated area. This includes the ability to modify, access, and clear the area as needed for utility purposes. FPL is also granted the right to extend these activities to adjoining roads and highways. Plans showing the path of the project and required Easement have been attached for Council's review (see attachment FPL Design).

There is no fiscal impact.

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving an Easement for New LED lighting Improvements within Anchorage Park for Florida Power & Light (FPL) and authorizing the Mayor and Village Clerk to execute the Easement in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT FOR LED LIGHTING IMPROVEMENTS WITHIN ANCHORAGE PARK AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to underground all overhead lines in Anchorage park and install new overhead and trail lighting; and

WHEREAS, to facilitate these improvements, Florida Power and Light ("FPL") is requiring that the Village grant FPL a ten-foot-wide easement that follows the conduit path; and

WHEREAS, the Village Council determines that the execution of the easement in favor of FPL is in the interests of the public health, safety and welfare.

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

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

Section 2. The Village Council hereby approves an Easement in favor of Florida Power and Light, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Easement on behalf of the Village.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Prepared by:
Leonard G. Rubin, Esquire
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

EASEMENT

The Village of North Palm Beach, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **Florida Power and Light Company**, its licensees, agents, successors and assigns ("FPL"), a non-exclusive easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such facilities within an easement described as follows:

See Sketch and Legal Description attached as Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent it has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along and under and across roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the Village of North Palm Beach has executed this instrument on _____, 2024.

Signed, sealed, and delivered in the presence of:

_____
Print Name:
Address:

_____
Print Name:
Address:

Village of North Palm Beach, Florida

By: _____
Susan Bickel, Mayor

Attest:

_____
Jessica Green, Village Clerk

[Seal]

State of Florida and County of Palm Beach.

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Susan Bickel and Jessica Green, as Mayor and Village Clerk of the Village of North Palm Beach, a Florida municipal corporation, who are personally known to me or have produced _____ as identification and who did (did not) take an oath.

My commission expires:

_____
Notary Public
Print Name:

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2-10

LEGAL DESCRIPTION

A 10.00 FOOT STRIP OF LAND LYING WITHIN TRACT "A" AND TRACT "B" OF PLAT VILLAGE OF NORTH PALM BEACH PLAT NO.1, AS RECORDED IN PLAT BOOK 24, PAGE 202 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 5.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" OF SAID PLAT SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ANCHORAGE DRIVE (80 FOOT RIGHT-OF-WAY) OF SAID PLAT; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°31'09"W A DISTANCE OF 176.41 FEET TO THE **POINT OF BEGINNING 1**.

THENCE LEAVING SAID WESTERLY LINE OF TRACT "A", S71°37'03"W A DISTANCE OF 249.31 FEET; THENCE N88°05'25"W A DISTANCE OF 17.36 FEET TO AUXILIARY POINT "A"; THENCE CONTINUE N88°05'25"W A DISTANCE OF 385.71 FEET TO AUXILIARY POINT "B"; THENCE CONTINUE, N88°05'25"W, A DISTANCE OF 6.50 FEET TO THE **POINT OF TERMINUS 1**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "A", N67°59'43"E A DISTANCE OF 18.64 FEET; THENCE N46°31'55"E A DISTANCE OF 102.45 FEET; THENCE N39°14'54"E A DISTANCE OF 30.15 FEET; THENCE N11°52'22"E A DISTANCE OF 43.23 FEET; THENCE N00°08'42"W A DISTANCE OF 63.14 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, AND WHOSE CENTER BEARS S72°24'59"E; THENCE NORTHEASTERLY ALONG THE ARC LENGTH OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°34'27" AN ARC DISTANCE OF 32.98 FEET TO A POINT OF TANGENCY; THENCE S86°50'32"E A DISTANCE OF 92.00 FEET TO THE **POINT OF TERMINUS 2**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "B", N02°35'35"W A DISTANCE OF 105.22; THENCE N82°55'38"E A DISTANCE OF 244.02 FEET; THENCE N88°18'40"E A DISTANCE OF 236.20 FEET; THENCE N47°17'00"E A DISTANCE OF 13.00 FEET TO THE **POINT OF TERMINUS 3**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "B", S16°32'11"W, A DISTANCE OF 51.73 FEET TO AUXILIARY POINT "C"; THENCE N84°04'10"W A DISTANCE OF 8.65 FEET TO THE **POINT OF TERMINUS 4**.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JULY 17, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin

Digitally signed by Jennifer Malin
Date: 2024.07.17 14:39:53 -04'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	7-17-2024

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FIELD BOOK №

FLORIDA R.L.S. #

SHEET: 1 / 10

JOB №: 03045.200

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1, 3-10

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "C", S84°04'10"E A DISTANCE OF 23.65 FEET; THENCE N78°13'07"E A DISTANCE OF 24.15 FEET; THENCE N55°36'38"E A DISTANCE OF 55.67 FEET; THENCE N85°40'13"E A DISTANCE OF 27.60 FEET; THENCE S82°35'17"E A DISTANCE OF 62.63 FEET; THENCE S77°07'48"E A DISTANCE OF 69.55 FEET; THENCE N80°23'35"E A DISTANCE OF 66.24 FEET, THENCE N84°53'09"E A DISTANCE OF 66.13 FEET; THENCE S05°01'42"E A DISTANCE OF 47.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°18'15", AN ARC DISTANCE OF 73.79 FEET TO A POINT OF TANGENCY; THENCE S89°53'57"E A DISTANCE OF 162.63 FEET; THENCE N65°09'07"E A DISTANCE OF 32.35 FEET TO THE **POINT OF TERMINUS 5**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "C", S16°32'11"W A DISTANCE OF 92.44 FEET TO AUXILIARY POINT "D"; THENCE S76°03'28"W A DISTANCE OF 239.28 FEET; THENCE S07°05'22"W A DISTANCE OF 162.46 FEET; THENCE S18°29'30"E A DISTANCE OF 82.94 FEET; THENCE S64°58'40"E A DISTANCE OF 73.83 FEET; THENCE S82°30'19"E A DISTANCE OF 31.91 FEET; THENCE S60°46'09"E A DISTANCE OF 95.77 FEET; THENCE S72°31'28"E A DISTANCE OF 71.10 FEET; THENCE S78°42'15"E A DISTANCE OF 68.35 FEET; THENCE S55°56'36"E A DISTANCE OF 62.76 FEET; THENCE S79°09'11"E A DISTANCE OF 65.19 FEET; THENCE S66°12'56"E A DISTANCE OF 63.98 FEET; THENCE S56°35'54"E A DISTANCE OF 47.80 FEET TO AUXILIARY POINT "F"; THENCE S56°35'54"W A DISTANCE OF 1.91 FEET; THENCE S70°32'18"E A DISTANCE OF 197.65 FEET; THENCE S65°32'33"E A DISTANCE OF 119.59 FEET; THENCE N78°34'09"E A DISTANCE OF 20.48 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTHWIND DRIVE (80 FOOT RIGHT-OF-WAY) OF SAID PLAT, SAID POINT ALSO BEING THE **POINT OF TERMINUS 6**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "D", S21°37'13"W A DISTANCE OF 338.56 FEET; THENCE S67°40'20"E A DISTANCE OF 491.53 FEET TO AUXILIARY POINT "E"; THENCE S67°40'20"E A DISTANCE OF 72.66 FEET; THENCE S69°02'28"E A DISTANCE OF 247.08 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTHWIND DRIVE, SAID POINT ALSO BEING THE **POINT OF TERMINUS 7**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "E", N03°24'13"W A DISTANCE OF 63.50 FEET TO THE **POINT OF TERMINUS 8**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "F", N13°46'34"W A DISTANCE OF 58.75 FEET; THENCE N07°02'56"W A DISTANCE OF 27.96 FEET; THENCE N34°31'41"E A DISTANCE OF 60.00 FEET; THENCE N12°05'48"E A DISTANCE OF 32.40 FEET; THENCE N01°23'14"W A DISTANCE OF 80.99 FEET; THENCE N13°55'31"W A DISTANCE OF 33.49 FEET; THENCE N51°48'31"W A DISTANCE OF 28.01 FEET; THENCE N72°43'05"W A DISTANCE OF 97.88 FEET; THENCE N88°38'41"W A DISTANCE OF 105.62 FEET; THENCE S64°35'28"W A DISTANCE OF 33.23 FEET; THENCE S42°59'39"W A DISTANCE OF 26.44 FEET TO THE AUXILIARY POINT "G"; THENCE S10°52'18"W A DISTANCE OF 62.83 FEET; THENCE S05°04'50"W A DISTANCE OF 70.00 FEET TO THE **POINT OF TERMINUS 9**.

THENCE CONTINUING FROM THE AFOREMENTIONED AUXILIARY POINT "G", N13°13'51"W A DISTANCE OF 64.00 FEET; THENCE N10°15'01"W A DISTANCE OF 66.00 FEET TO THE **POINT OF TERMINUS 10**.

SIDELINES TO EXTENDED OR BE SHORTENED AT THE RIGHT-OF-WAY LINES OF SOUTHWIND DRIVE AND ANCHORAGE DRIVE.

CONTAINING 1.357 ACRES MORE OR LESS.

FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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FIELD BOOK №

FLORIDA R.L.S. #

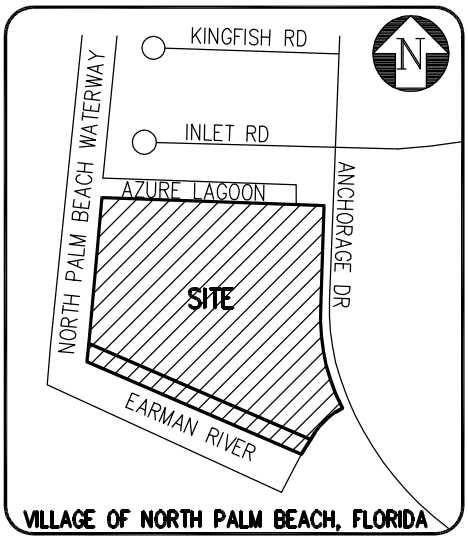
SHEET: 2 / 10

JOB №: 03045.200

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-2, 4-10

LEGEND

N.T.S.	NOT TO SCALE
PB	PLAT BOOK
PG	PAGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PCN	PARCEL CONTROL NUMBER
CBS	CONCRETE BLOCK STRUCTURE
℄	CENTERLINE
R	RADIUS
L	LENGTH
Δ	DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.

2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.

3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°31'09"W ALONG THE EASTERLY LINE OF TRACT "A" AS SHOWN ON PLAT OF VILLAGE OF NORTH PALM BEACH PLAT NO. 1 AS RECORDED IN PLAT BOOK 24, PAGE 202 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.

6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
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DATE:	07-17-2024

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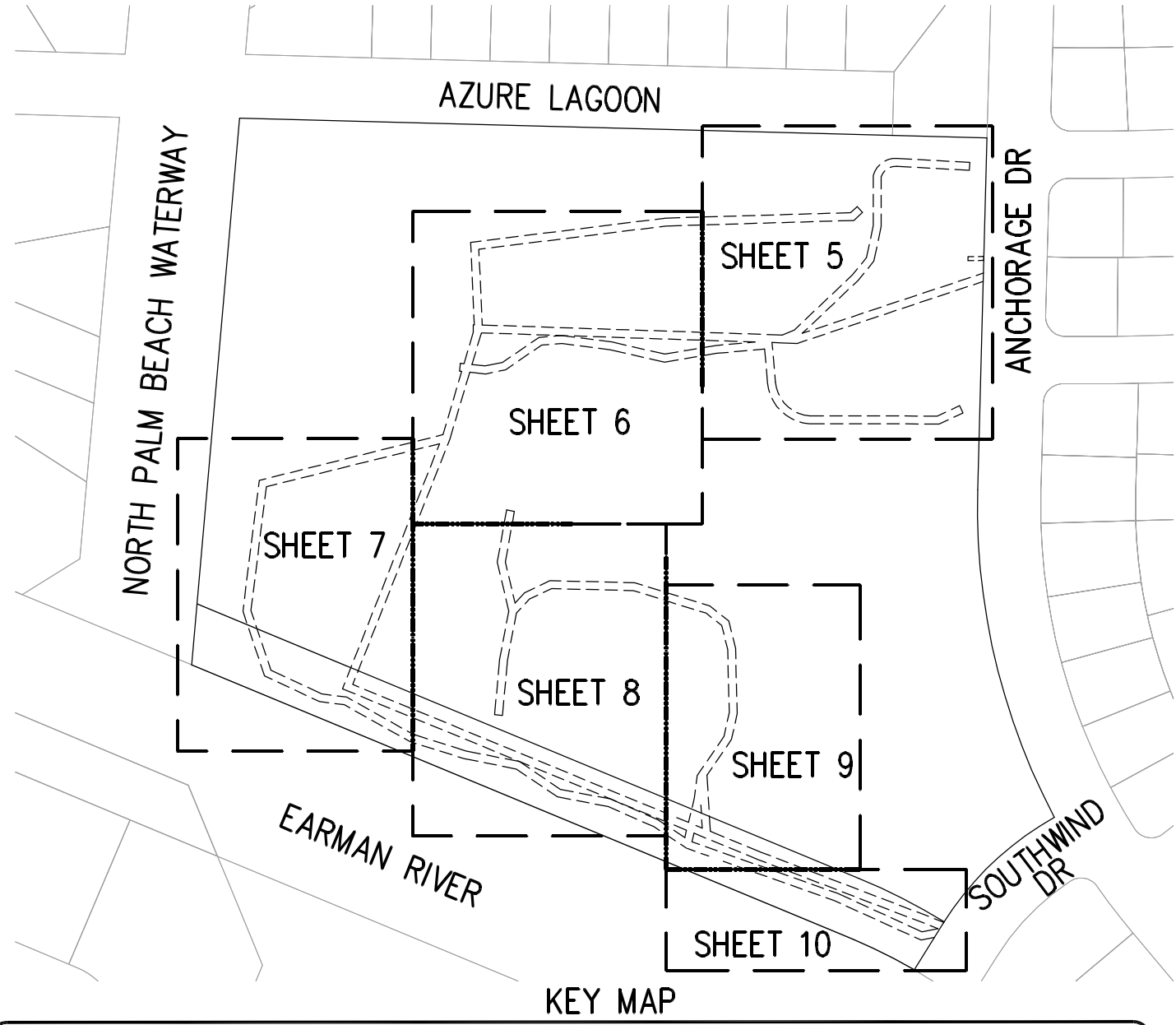
FIELD BOOK №	SHEET: 3/10
FLORIDA R.L.S. #	JOB № 03045.200

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-3, 5-10

GRAPHIC SCALE
0 200 300 400
SCALE: 1"=200'



KEY MAP

FOR:
ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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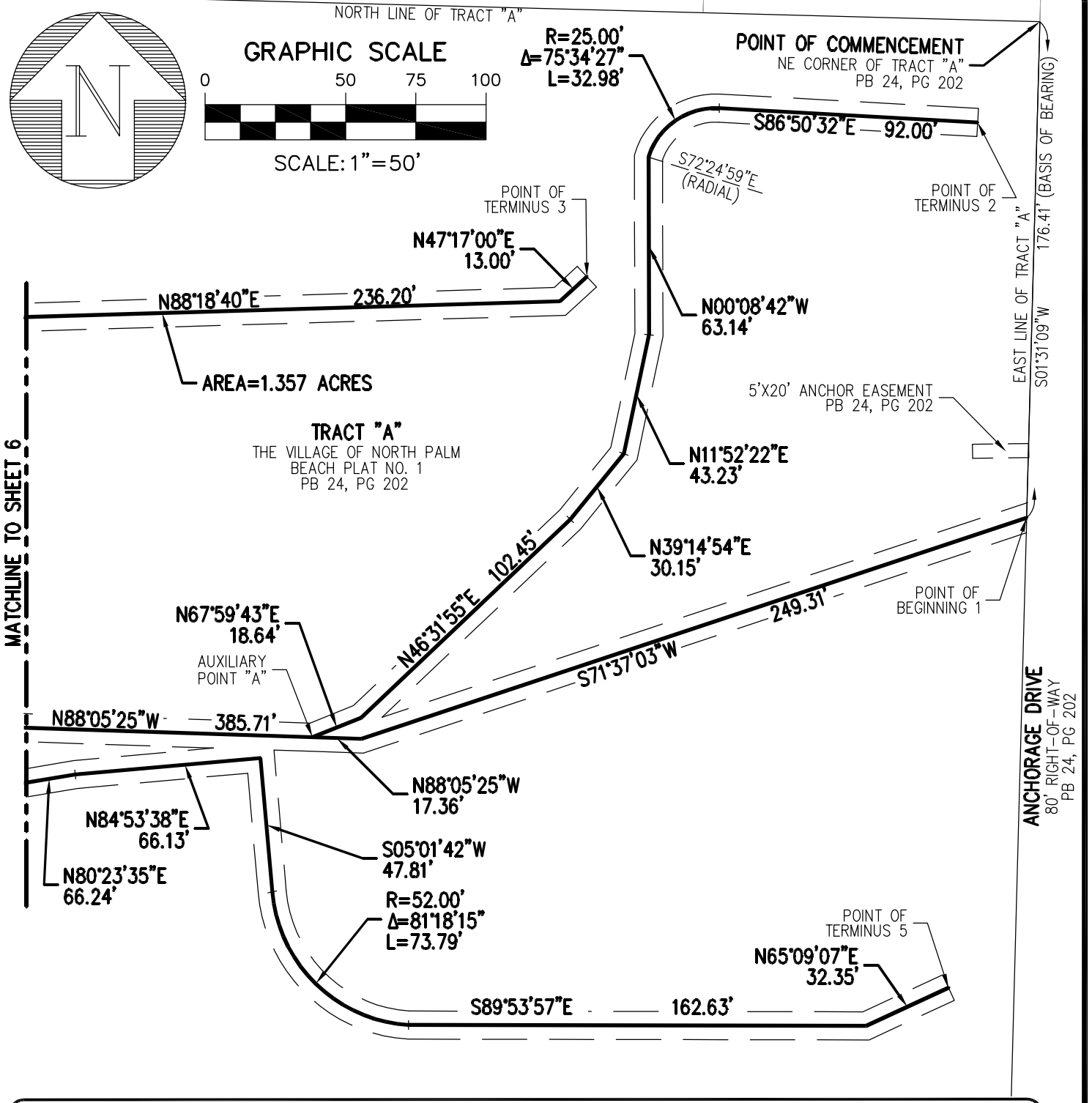
FIELD BOOK №	
FLORIDA R.L.S. #	
SHEET:	4 / 10
JOB №	03045.200

Y:\Land Projects R2\03045.200 Anorage Park FPL S&D\dwg\03045.200 Achorage Park FPL Easement.dwg 7/17/2024 2:05:54 PM EDT

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-4, 6-10



FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
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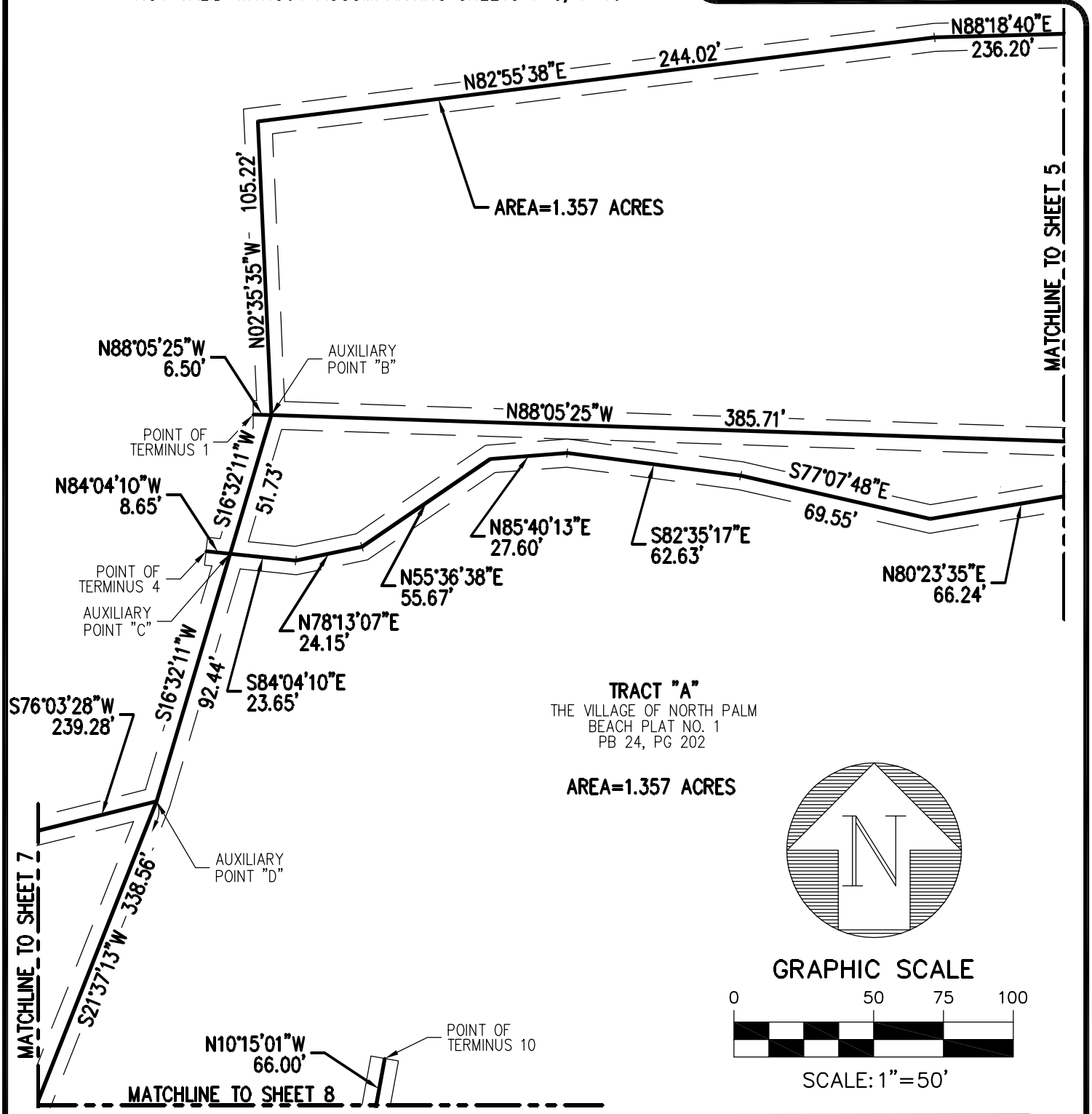
FIELD BOOK №	
FLORIDA R.L.S. #	
SHEET:	5 / 10
JOB №	03045.200

Y:\Land Projects R2\03045.200 Anorage Park FPL S&D\dwg\03045.200 Achorage Park FPL Easement.dwg 7/17/2024 2:05:54 PM EDT

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-5, 7-10



FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
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PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

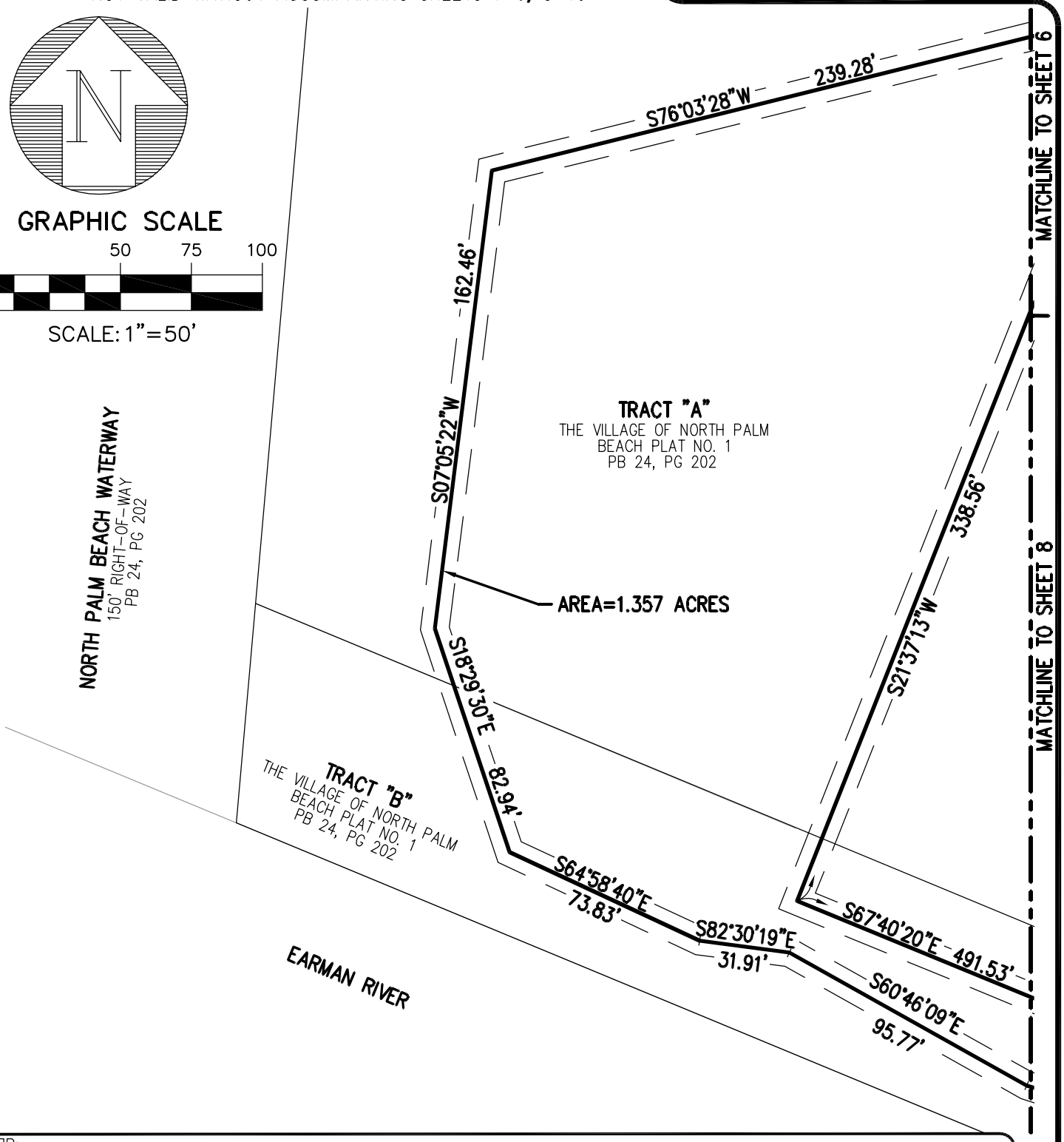
FIELD BOOK №	
FLORIDA R.L.S. #	
SHEET:	6/10
JOB №	03045.200

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-6, 8-10

GRAPHIC SCALE

0 50 75 100

SCALE: 1"=50'



FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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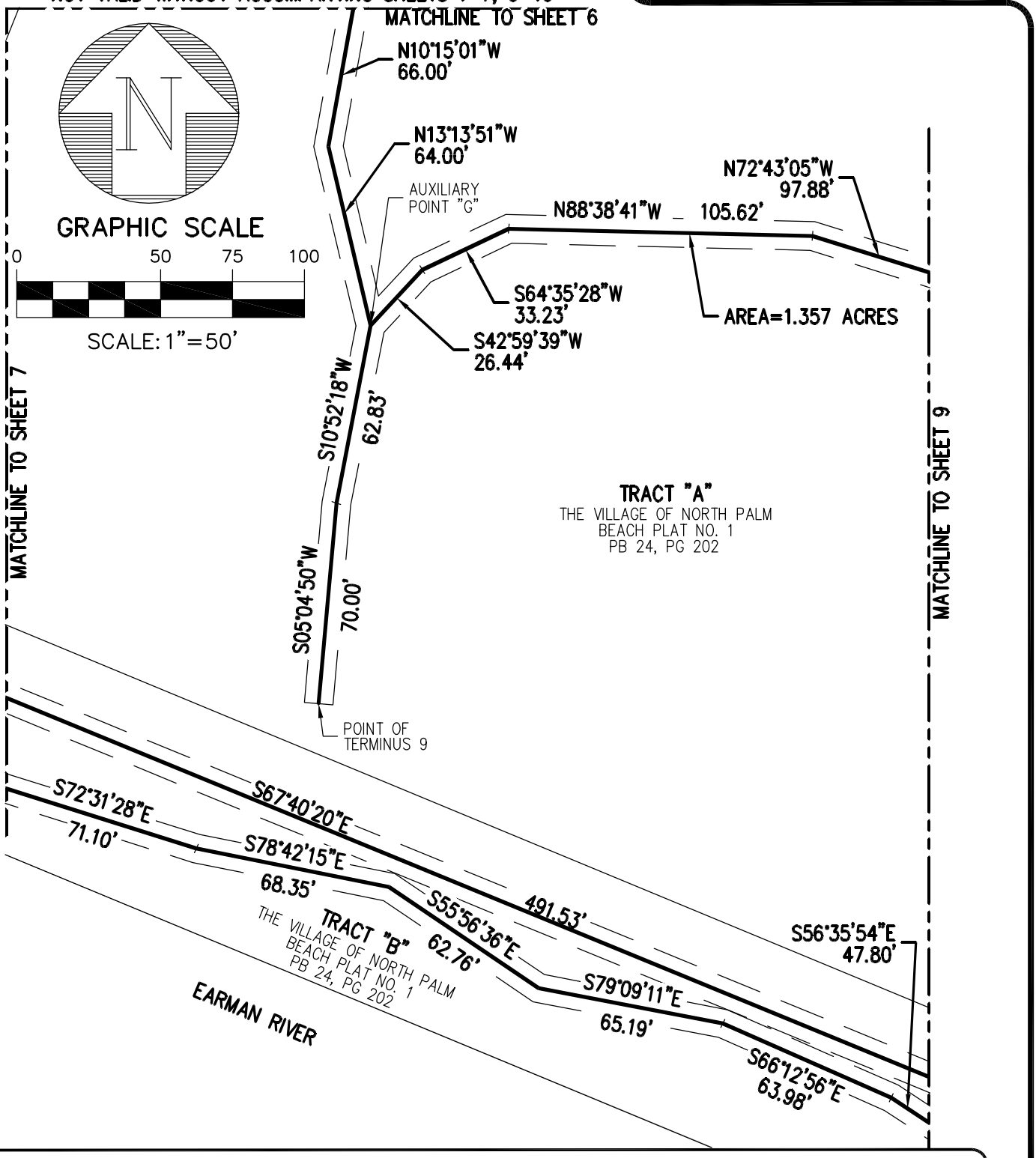
FIELD BOOK №	SHEET: 7 / 10
FLORIDA R.L.S. #	JOB № 03045.200

Y:\Land Projects R2\03045.200 Anorage Park FPL S&D\dwg\03045.200 Achorage Park FPL Easement.dwg 7/17/2024 2:05:54 PM EDT

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1-7, 9-10



GRAPHIC SCALE

0 50 75 100

SCALE: 1"=50'

FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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FIELD BOOK №	SHEET: 8/10
FLORIDA R.L.S. #	JOB №: 03045.200

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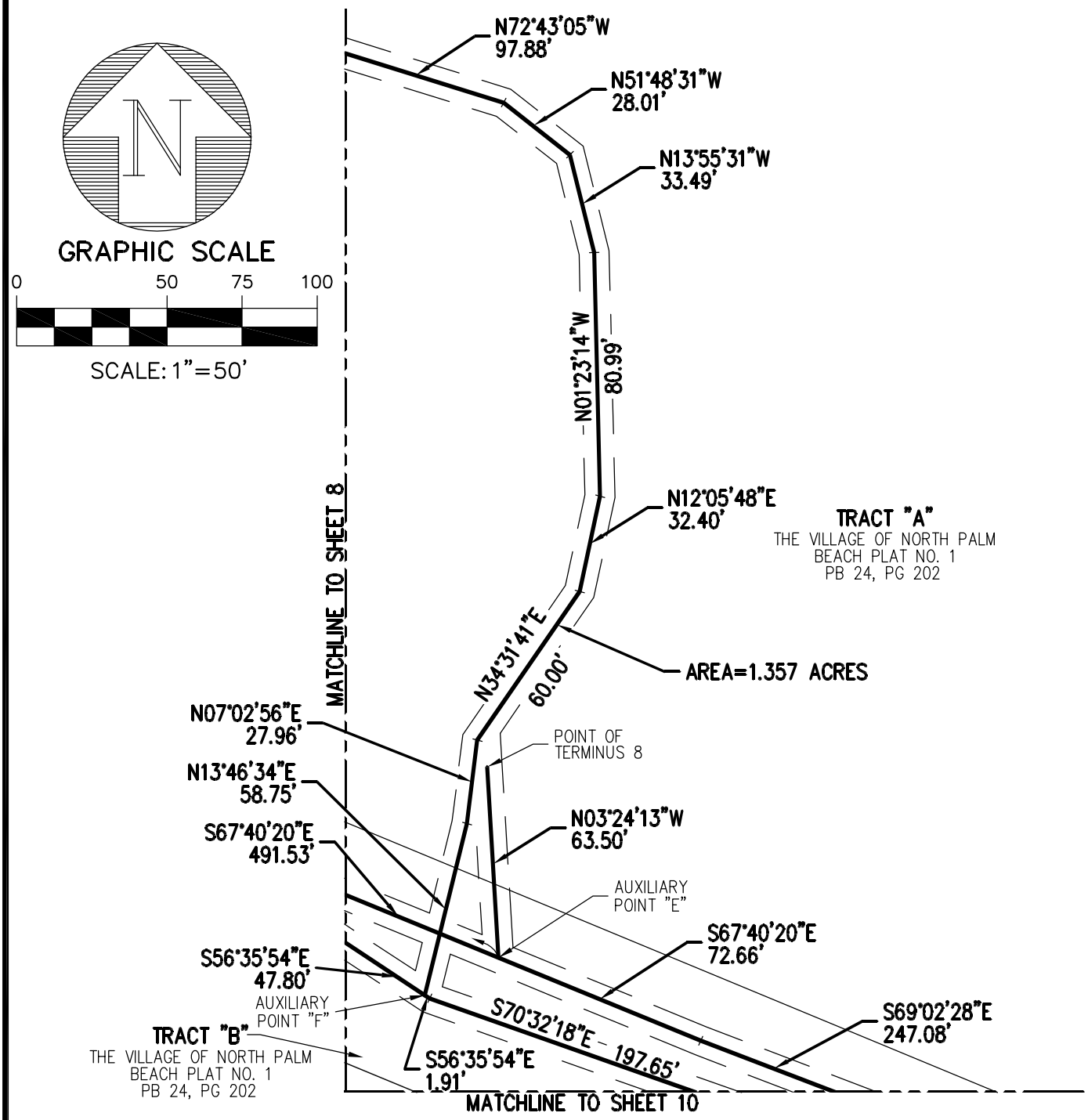
SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-8, 10



FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
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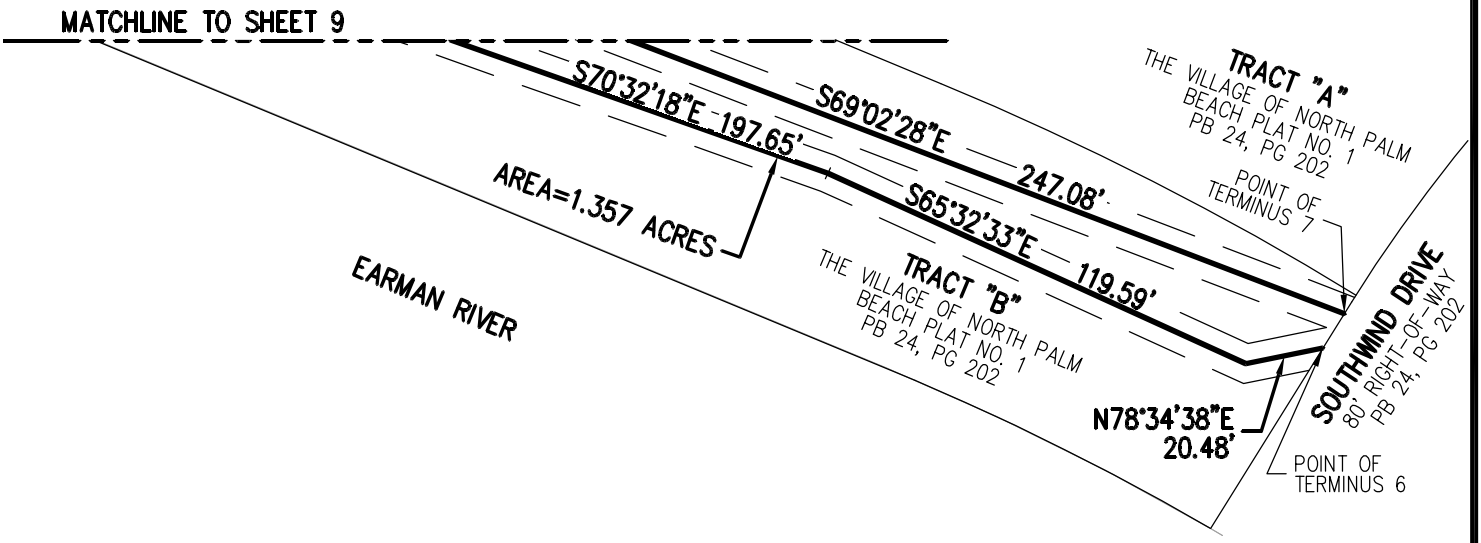
FIELD BOOK №	
FLORIDA R.L.S. #	
SHEET:	9 / 10
JOB №	03045.200

Y:\Land Projects R2\03045.200 Anorage Park FPL S&D\dwg\03045.200 Achorage Park FPL Easement.dwg 7/17/2024 2:05:54 PM EDT

SKETCH OF DESCRIPTION
FPL EASEMENT
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1-9



FOR:

ANCHORAGE PARK FPL EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	07-17-2024

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FIELD BOOK №	SHEET: 10/10
FLORIDA R.L.S. #	JOB № 03045.200

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____

Legend:

Proposed new pad mounted TX -------

New UG PVC & cable ----------

New 17" hand-hole ----------

New 24" hand-hole ----------

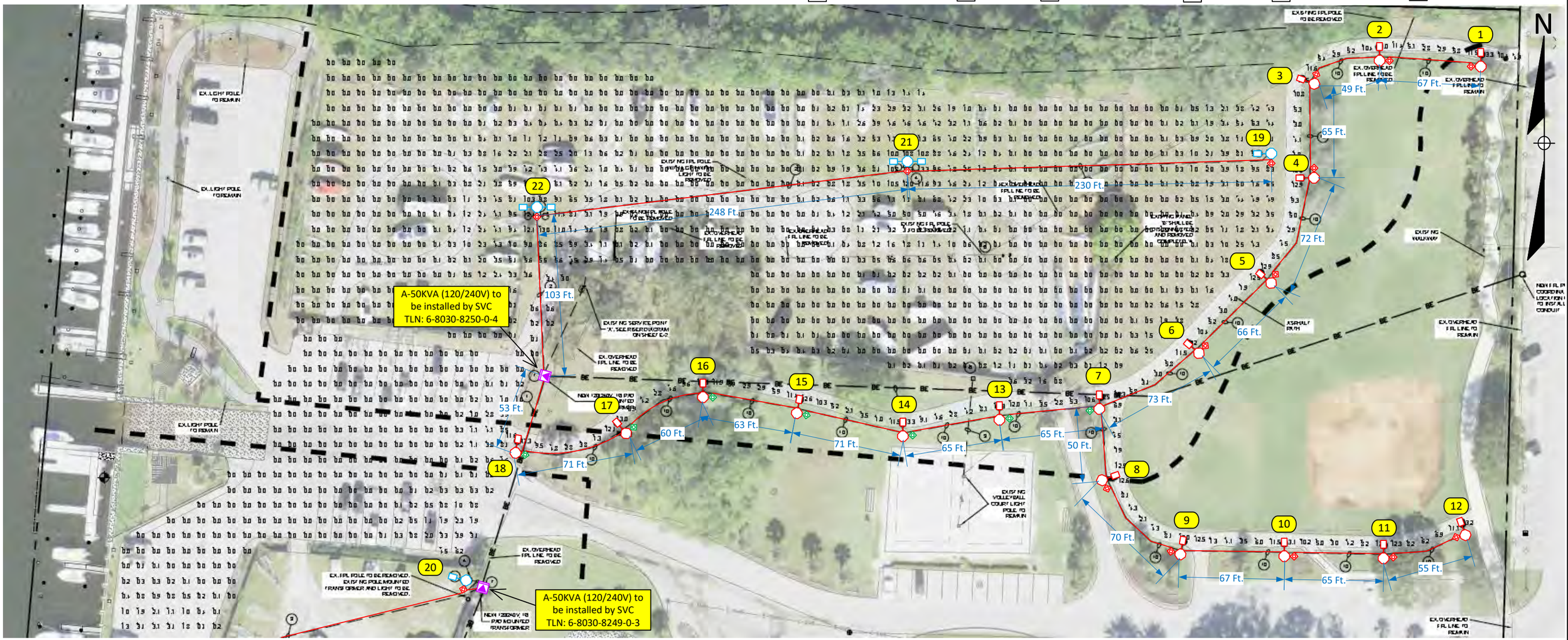
Product summary				
Symbol	Description	Watts	Temp color	Quantity
	Teardrop with deep skirt	144	3K	49
	Teardrop with deep skirt	242	3K	8
	14'6"(10'MH) Black tapered concrete pole	N/A	N/A	49
	33'(24'MH) Black tapered concrete pole	N/A	N/A	6

FEEDER: 402638

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Village of North Palm Beach Anchorage Park 57 new fixtures & 55 new poles 603 Anchorage Dr, North Palm Beach, FL 33408
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		
PERMIT REQ'D: City / County Rd. / County Air / State Road / FAA				
WMD / RR Xing / DR. Dist. / Transm.				
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per		Designed by: Thais Garcia	Date: 05/01/24
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.		Drawn by: TG Check by:	Dwg No. 1 OF 5
Request CAVT Transfer? YES ☐ NO ☒			Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'		SCALE: NTS	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'			
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:		WR xxxxxxx	M/A xx

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____



Construction Notes: (Customer installing conduit and hand-holes)

Loc. 1-18: Install 1 LED Teardrop with deep skirt 144W 3K on NEW 14'6"(10'MH) Black tapered concrete pole with 6' decorative bracket.
Loc. 19-20: Install 1 LED Teardrop with deep skirt 242W 3K on NEW 33'(24'MH) Black tapered concrete pole with 6' decorative bracket.
Loc. 21-22: Install 2 LED Teardrop with deep skirt 242W 3K on NEW 33'(24'MH) Black tapered concrete pole with 6' double decorative bracket.
Transformer to Loc. 18 & Loc. 18 to Loc. 7: Install 1/0 TPX UG cable.
Loc. 7 & 13-18: Install 24" hand-hole.

FPL contractor installing #6 DPX UG cable and 1/0 TPX UG cable. FPL contractor doing terminations at all locations. Poles on this page to be installed within easements.
Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

FP LED Rep: Gladys Reyes

UG footage: 1,728 ft.

10ft easement required for all red lines (including poles and hand-holes)

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Village of North Palm Beach Anchorage Park	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		57 new fixtures & 55 new poles	
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒		Tele. Attachment Per		603 Anchorage Dr, North Palm Beach, FL 33408	
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒		Telephone Co. Job No.			
POLE LINE FEET 0'	DUCT BANK FT. 0'		Designed by: Thais Garcia		Date: 05/01/24
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		Drawn by: TG	Check by:	Dwg No. 2 OF 5
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:		Rural Location Sec. xx	TWP. xx	S, RGE. xx E.
			SCALE: NTS	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
			WR xxxxxxx		M/A xx

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

UG footage: 1,832 ft.

10ft easement required for all red lines (including poles and hand-holes)

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 23-24: Install 1 LED Teardrop with deep skirt 242W 3K on NEW 33'(24'MH) Black tapered concrete pole with 6' decorative bracket.

Loc. 25-47: Install 1 LED Teardrop with deep skirt 144W 3K on NEW 14'6"(10'MH) Black tapered concrete pole with 6' decorative bracket.

Loc. A & 45: Install 24" hand-hole.

FPL contractor installing #6 DPX UG cable and 1/0 TPX UG cable. FPL contractor doing terminations at all locations. Poles on this page to be installed within easements.

Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

FP LED Rep: Gladys Reyes

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RDS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒		
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		
PERMIT REQ'D: City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

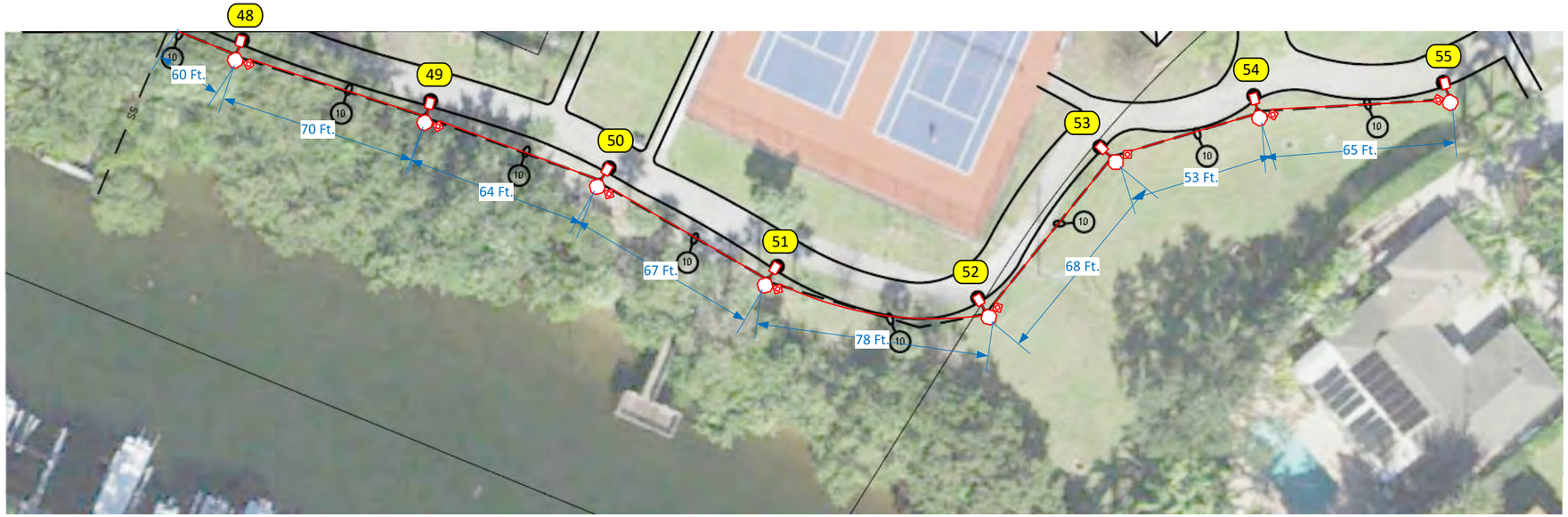
POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	–	Map Posting? YES ☒ NO ☐	Posted by:

FPL

Village of North Palm Beach Anchorage Park
57 new fixtures & 55 new poles
603 Anchorage Dr, North Palm Beach, FL 33408

Designed by:	Thais Garcia	Date:	05/01/24
Drawn by: TG	Check by:	Dwg No.	3 OF 5
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: NTS	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx		M/A	xx

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ ———



N

UG footage: 525 ft.

10ft easement required for all red lines (including poles and hand-holes)

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 48-55: Install 1 LED Teardrop with deep skirt 144W 3K on NEW 14'6"(10'MH) Black tapered concrete pole with 6' decorative bracket.

FPL contractor installing #6 DPX UG cable and 1/0 TPX UG cable. FPL contractor doing terminations at all locations. Poles on this page to be installed within easements.
Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

FP LED Rep: Gladys Reyes

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

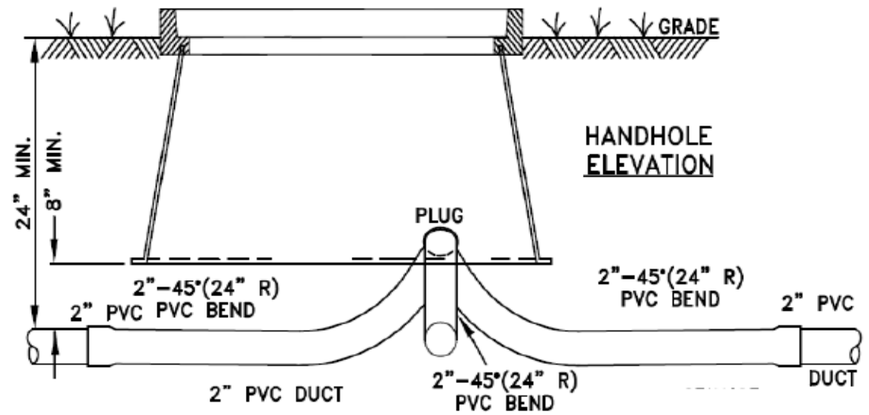
Easement? Yes ☒ No ☐	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒			
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per				
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				
POLE LINE FEET 0'	DUCT BANK FT. 0'				
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'				
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:				

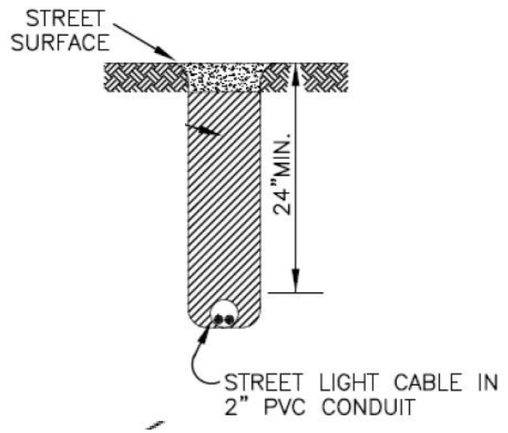
FPL

Village of North Palm Beach Anchorage Park
57 new fixtures & 55 new poles
603 Anchorage Dr, North Palm Beach, FL 33408

Designed by: Thais Garcia		Date: 05/01/24	
Drawn by: TG	Check by:	Dwg No. 4 OF 5	
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: NTS	St. Lt MAP No. MAP#	Pri Map No. xxxxxx	
WR xxxxxxx		M/A xx	

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____





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FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☒ No ☐	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒		
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		
PERMIT REQ'D: City	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per _____ Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐	Posted by:	

FPL

Village of North Palm Beach Anchorage Park
57 new fixtures & 55 new poles
603 Anchorage Dr, North Palm Beach, FL 33408

Designed by:	Thais Garcia	Date:	05/01/24
Drawn by: TG	Check by:	Dwg No.	5 OF 5
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: NTS	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx		M/A	xx

VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: August 22, 2024

SUBJECT: **RESOLUTION - Approval of an Interlocal Agreement with Palm Beach County for an EMS Grant Award for the Sole Source Purchase of Five (5) Handtevy Pediatric Bags with Training and Medication and Equipment Guides at a price not to exceed $8,669.00.**

Village Staff is requesting Village Council approval of an Interlocal Agreement with Palm Beach County for an EMS Grant in the amount of $8,669.00 for the sole source purchase of five (5) Handtevy Pediatric Bags with training and medication and equipment guides.

Grant Detail:
The Palm Beach County Board of County Commissioners has offered a non-matching grant to the Village through the Florida Department of Health, Bureau of Emergency Medical Services Grant Program, in the amount of $8,669.00 for the purchase of five (5) Handtevy Pediatric Bags with training and medication and equipment guides. In order to accept this grant, the Village must approve the attached Interlocal Agreement detailing the terms of the grant award and, in accordance with the terms of the Agreement, purchase of the equipment utilizing Village funds. The County will subsequently reimburse the Village for the funds expended for the five (5) Handtevy Pediatric Bags with training and medication and equipment guides.

Account Information:

Fund	Department	Account	Description	Amount
Public Safety Grant Fund	Fire Rescue	S5812-49001	EMS Grant Expense	$8,669.00

The attached Resolution and Interlocal Agreement have been prepared and/or reviewed by your Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Interlocal Agreement with Palm Beach County for an EMS Grant Award and authorizing the Village Manager to execute the Agreement; authorizing the sole source purchase of five (5) Handtevy Pediatric Bags with training and medication and equipment guides at a total cost of $8669.00, with funds expended from Account No. S5812-49001 (Fire-Rescue – EMS Grant Expense), in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE USE OF GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; APPROVING THE SOLE SOURCE PURCHASE OF FIVE HANDTEVY PEDIATRIC TRAINING BAGS UTILIZING GRANT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has offered the Village a non-matching grant through the Florida Department of Health, Bureau of Emergency Medical Services County Grant Program in the amount of $8,669.00, and the receipt of the grant funds requires execution of an Interlocal Agreement with the County; and

WHEREAS, Village Staff requested approval to utilize the funds for the sole source purchase of five Handtevy Pediatric Bags with training and medication and equipment guides; and

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

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

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

Section 2. The Village Council hereby approves an Interlocal Agreement with Palm Beach County for the Use of EMS Grant Funds for Emergency Medical Services Equipment, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

Section 3. The Village Council approves the sole source purchase of five Handtevy Pediatric Bags with training and medication and equipment guides at a total cost of $8,669.00, with funds expended from Account No. S5812-49001 (Fire Rescue – EMS Grant Expense).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Quote

Company Info: Pediatric Emergency Standards, Inc.
11860 W. State Road 84 Suite B1
Davie, FL 33325

Phone: (954) 944-1114
FAX: (954) 653-3792

Account Name: North Palm Beach Fire
Account #: 107230

Expiration Date: 9/27/2023
Quote Number: Q-09261

Client Contact:
Account Rep: Zach Gusman

Bill To:
, Florida

Ship To:
, Florida

Product Code	Description	Quantity	List Price	Unit Price	Total
HPB302	Customized Medication & Equipment Guide Handtevy Length Based Tape Twenty (20) Badge Buddies	5.000	$280.00	$280.00	$1,400.00
HPCP20	Handtevy Pediatric Provider Course online (2.5 hours). For current Handtevy users.	24.000	$20.00	$20.00	$480.00
HVIC23	Handtevy Virtual Instruction Course- Individual Instructor	1.000	$599.00	$599.00	$599.00
HMPS23	Customization and Setup for Handtevy Mobile (One Time Fee)	1.000	$1,390.00	$1,390.00	$1,390.00
HMPA23	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1.000	$2,350.00	$2,350.00	$2,350.00
HPB6100	Each Pediatric Bag includes: 7 Equipment Pouches Side Compartment Organizer	5.000	$490.00	$490.00	$2,450.00

Subtotal	$8,669.00
Total Price	$8,669.00
Tax	$0.00
Shipping and Handling	$0.00
Total	$8,669.00

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: Sales@Handtevy.com or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above $5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

_____ (Print Name) _____ (Authorized Signature)	_____ (Title) _____ (Effective Date)

PEDIATRIC EMERGENCY STANDARDS, INC.

TERMS AND CONDITIONS

1. DEFINITIONS.

a. "Agreement." The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."

b. "Customer" shall be identified as such on the Quote.

c. "Customer Data" means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.

d. "Customer Protocols" means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.

e. "Customized" or "Customization" means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.

f. "Customized Offerings" means the PES Offerings that have been approved by Customer after Customization.

g. "Effective Date" means the date Customer delivers a signed Purchase Order to PES.

h. "Initial Term" means the thirteen (13) month period commencing on the Effective Date.

i. "PES" means Pediatric Emergency Standards, Inc.

j. "PES Apps" means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.

k. "PES Materials" means any durable goods provided by PES to Customer as identified in the Quote.

l. "PES Offerings." The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the "PES Offerings."

m. "PES Services" means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.

n. "Purchase Order" means a document signed by Customer evidencing acceptance of the Quote.

o. "Quote" means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.

p. "Renewal Term" means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.

q. "SaaS" means software-as-a-service.

r. "Subscription Start Date" means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.

s. The "Term" shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.

t. "User" means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

2. LICENSE.

a. License Grant. Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.

b. Customization. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

c. Improvements. Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.

d. Exclusions. The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

3. FEES.

a. Fees. Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, "Fees") for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.

b. Payment. In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.

c. Suspension of Services. PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.

d. Discounts. Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.

e. Fee Increases for PES Apps. Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.

f. Fee Increases for PES Materials or PES Services. PES may institute Fee increases for PES Materials and/or PES Services without notice to its

customers. Any such Fee increases would not be retroactively applied.

g. Taxes and Fees. Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("Taxes and Fees"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.

h. Appropriation of Funds. If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.

i. Third Party Payer. If a third party pays some or all Fees on behalf of Customer ("Third Party Payer"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.

j. Late Fees. In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.

k. Audit Rights. PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.

l. Supplemental Quotes and Purchase Orders. PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.

4. DELIVERY.

a. PES Apps. PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.

b. PES Materials. Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.

5. SERVICE LEVEL AGREEMENT.

a. Hosting. PES shall be responsible for hosting and managing PES Apps.

b. Service Level Agreement. For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "Service Level Agreement" or "SLA"). "Uptime" will be calculated using the following formula: Uptime = (T-TNF) x 100/T where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "TNF" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES Apps(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "Prorated Monthly Fee"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

c. Scheduled Downtime. If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "Scheduled Downtime"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.

d. Permitted Exclusions. Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "Permitted Exclusion" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. fileservers, workstations, hubs, routers, etc.) is the responsibility of Customer.

e. Customer Must Request Service Credit. To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

6. CUSTOMER DATA / PRIVACY.

a. Ownership and Use of Data. Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

b. Anonymized Data. Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act or 1996 and its related regulations, as each may be amended). "Anonymized Data" means Customer Data with PHI and the names and addresses of Customer and its Users removed.

7. TERM; TERMINATION.

a. Renewal Upon Payment of Fees. Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.

b. Non-Renewal. Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.

c. Termination for Cause. Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:

i. Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;

ii. Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or

iii. Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.

d. Purchase Order Cancellation or Change. After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.

e. Returns. PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.

f. Effect of Termination. Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.

8. SERVICE AND REPAIRS. Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.

9. DISCLAIMERS.

a. Disclaimer of Warranties. EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.

b. Disclaimers regarding Technology. Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.

c. Disclaimers regarding Clinical Content.

i. PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.

ii. Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

iii. Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.

iv. Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.

10. CONFIDENTIALITY.

a. Confidential Information. For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.

b. Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

c. Injunction. Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars ($1,000) shall be a reasonable bond.

d. Open Records Laws and other Disclosure Requests. PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.

e. Source Code. THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.

f. Return of Confidential Information. Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

11. INFRINGEMENT.

a. IP Infringement. PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").

b. IP Remedies. If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES, (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.

c. Sole IP Liability. This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.

d. Procedures. The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. GOVERNMENT REGULATIONS. Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act. Each party agrees to indemnify and hold harmless the other from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from a party's failure to comply with this Section and/or applicable laws, rules and/or regulations governing the PES Offerings.

13. LIMITATION OF LIABILITY.

a. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.

b. LIMITATION OF LIABILITY. PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

c. Insurance. Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.

14. DISPUTE RESOLUTION.

a. Limitation of Action. Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) **within two (2) years** from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Florida statute of limitations, whichever is shorter.

b. Governing Law. This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Florida, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.

c. Mediation. In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Mediation Procedures. The place of mediation shall be Fort Lauderdale, Broward County, Florida. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.

d. Binding Arbitration. If the dispute, claim or disagreement is not resolved within sixty (60) days after the initial mediation meeting, then either party may submit the dispute, claim or disagreement to binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and, except as provided in Section 14(e) below, such arbitration shall be the sole means of dispute resolution. The place of arbitration shall be Fort Lauderdale, Broward County, Florida. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA rules, unless the parties otherwise mutually agree to a panel of three (3) arbitrators.

e. Injunction. Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration in accordance

with the provisions of this Section 14, even if a similar or related matter has already been referred to mediation or arbitration in accordance with the terms of this Section 14. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Fort Lauderdale, Broward County, Florida.

15. SEVERABILITY. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16. NOTICE. Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

17. DESIGN CHANGES. Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.

18. MISCELLANEOUS.

a. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

b. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.

c. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.

d. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.

e. Survival of Terms. Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.

f. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.

g. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.

January 11th, 2024

RE: Sole Source Letter - Handtevy Pediatric System

To Whom it May Concern,

This letter is to confirm that Pediatric Emergency Standards, Inc. ("PES") is the sole source provider of the Handtevy Pediatric System. The Handtevy System addresses the complexities of the critical patient by providing the only comprehensive pediatric system of care in the industry. Handtevy combines customization, technology, documentation, integration, durables and education to allow healthcare professionals to confidently treat pediatric patients rapidly and with confidence.

Handtevy is sole source as a result of the following:

1. Handtevy utilizes a proprietary Medication Management Software that allows healthcare providers to create custom medication and equipment guides tailored 100% to their pediatric protocols.

2. PES offers a clinical team comprised of pediatric physicians, nurses, paramedics and pharmacists for ongoing support.

3. The Handtevy System is the only "hybrid" system in the industry. Hybrid means both age based and length based offering providers a way to determine weight for dosing via age or length.

4. The Handtevy System is the only system that addresses children from preemie to age thirteen, and includes adult as well.

5. Custom medication and equipment guides created by the provider (addressed in #1) can be utilized in hard copy or via Handtevy Mobile. Hard copy medication guides are tear-proof, and water-proof. Reproduction of the hard copy medication guide is not permitted due version control, liability and copyright issues.

6. Handtevy Mobile is the only platform that offers custom medication dosing and equipment sizing on a mobile platform that can integrate into the ePCR for data collection.

7. The Handtevy Instructor Course is only taught by PES employed educators and is meant to be utilized with the Handtevy Pediatric System.

8. The Handtevy Pediatric Bag is the only bag that utilizes ages to correspond with the Handtevy dosing system.

For more information, please visit our website at www.Handtevy.com.
Please feel free to contact me with any questions.

Thank you,

Allison Antevy
President & CEO

AGREEMENT
FOR EMS GRANT FUNDS

THIS AGREEMENT ("the Agreement") is made as of the 1st day of June, 2024, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the **Village of North Palm Beach,** a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

WITNESSETH

WHEREAS, the Florida Department of Health (DOH), through its Emergency Medical Services Program, is authorized by Chapter 40l, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, forty-five percent (45%) of EMS Grant funds are divided among the counties each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

WHEREAS, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2024-2025 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Five (5) Handtevy Pediatric Bags with trainings and medication and equipment guides** (together "EMS Equipment"); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 – REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484.**

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Scott Freseman, District Chief**, whose telephone number is **561-904-2132.**

ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2024-2025 EMS Grant funds in an amount not to exceed **Eight thousand six hundred sixty nine dollars ($8,669.00).** The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as detailed in Article 4. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

ARTICLE 4 – GRANT PROGRAM REQUIREMENTS

MUNICIPALITY SHALL:

A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.

B. Submit to the COUNTY Representative on or before **April 30, 2025** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.

C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.

D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS Equipment if applicable, by **April 30, 2025**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. This report shall include all of the necessary training provided for the EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.

F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY's EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY's EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

ARTICLE 5 – LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

ARTICLE 6 – AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2024-2025 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

ARTICLE 7 – REMEDIES

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

ARTICLE 8 – ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 9 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY'S place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 10 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

ARTICLE 11 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 12 – SEVERABILITY

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

ARTICLE 13 - SURVIVABILITY

Any provision of this Agreement that is of a continuing nature, or which by its language or

nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the MUNICIPALITY, notices shall be addressed to:
Scott Freseman, District Chief
560 U.S. Hwy 1
North Palm Beach, FL 33408

ARTICLE 15 – INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 16 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 to April 30, 2025.

ARTICLE 18 – E-VERIFY - EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

ARTICLE 19 – PUBLIC RECORDS

Both parties shall comply with Florida's public records laws.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Verdenia C. Baker, County Administrator

VILLAGE OF NORTH PALM BEACH

By: _____
Susan Bickel, Mayor

_____
Typed Name

_____
Typed Title

ATTEST:

By:_____
Municipal Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Municipality Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
County Department Director

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Municipality Representative

Village of North Palm Beach Police and Fire Pension Fund

MINUTES OF MEETING HELD
May 14, 2024

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

TRUSTEES PRESENT
Robert Coliskey, Chairman
Erik Jensen, Secretary
Edward Ciezak
Frank Winewski
Scott Freeman

TRUSTEES ABSENT

OTHERS PRESENT
Amanda Kish, Resource Centers
Bonni Jensen, Klausner Kaufman Jensen & Levine
Jorge Friguls - Mariner
Chuck Landers, Salt Marsh
Steve Stack, Highland Capital

ITEMS FROM THE PUBLIC

There were no public comments.

MINUTES

The minutes from February 13, 2024, were tabled until next meeting.

DISBURSEMENTS

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

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

SALTMARSH, CLEAVELAND & GUND

Mr. Launder introduced himself to the Board. The audit opinion is clean, the highest opinion that can be received. The total net pension from the plan increased to $ 33,992,800. The plan had an investment return of $ 2,720,229. Mr. Launder reviewed the investment fair value. He reviewed the administrative cost and refunds paid out. The plan is 79% funded. Mr. Launders reviewed the investment and administrative expenses.

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

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

MARINER

Mr. Friguls appeared before the Board to present the Investment Report for the quarter ending March 31, 2024. Mr. Friguls addressed the market environment. The asset allocation increased to $38,704,448. and went on to review the quarterly report in detail explaining it was a positive return for the quarter which was 6.62% placing in the 2nd percentile. He reported equities were up 10.1. % in line with the policy of 11.68%, total fixed income was up at 0.45% versus the bench of -0.78 % Real Estate was up for the quarter at -2.22% versus the benchmark of -2.19%. Mr. Friguls continued to review the individual manager's performance.

Mr. Friguls reviewed domestic equity exposure presentation. He briefly reviewed the market sector returns. Domestic Equity can add a positive return and diversity to the portfolio. Mr. Friguls recommends adding an active manager to a MID Capital manager. He continued to review the portfolio and informed the Board that he could bring managers' options to present at the next meeting. The Board held a discussion regarding domestic equity exposure and SMID capital active managers. The Board will have the discussion at the next meeting.

HIGHLAND CAPITAL

Steve Stack of Highland Capital appeared before the Board to present the Quarterly Manger Report for the quarter ending March 31, 2024. He reviewed the market environment and SMID sector of the market. The federal reserve made two market cuts for the year. Mr. Stack reviewed the current holdings in the portfolio and performance. He reviewed the top internation holdings for the quarter. Mr. Stack reviewed the bond market and the performance. Mr. Stack did not recommend any changes to the portfolio.

Attorney Report:

1099 R Reporting for Disabilities

Mrs. Jensen presented the 1099 R reporting for disability to the Board. She stated that her firm took a stance that benefit should be marked as taxable not determined. The IRS revised the memo and stance disability tax. Mrs. Jensen informed the Board that individuals receiving more than 42% of a disability benefit the member will receive two 1099 r one for not determined and the other 1099 r will be taxable for any benefit above the baseline of 42%.

Rehiring after Retirement:

Mrs. Jensen informed the Board that there was a brief discussion regarding being rehired after retirement discussions with the Village.

Expense Policy:

Mrs. Jensen presented the Trustee Expense Policy. The Board held a brief discussion regarding the travel expense policy.

Scott Fetterman made a motion to approve the Trustee Expense Policy. The motion received a second from Edward Ciezak was approved by the Trustees 5-0.

ADMINSTRATORS REPORT

Mrs. Kish informed the Board of the Fiduciary Liability insurance she stated that quotes did not come in time and the Board approved the insurance to not exceed 10%.

Scott Fetterman made a motion to approve the Fiduciary Liability Insurance policy and the policy to not exceed a 10 % increase. The motion received a second from Edward Ciezak was approved by the Trustees 5-0

A trustee questioned the response time of the administrator. Mrs. Kish informed the Board that if the members cannot reach her directly that they should reach out to the client service representative. The client service time filters through call and request and responses within 24 hours. She informed the Board that she has scheduled member appointments as well.

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

Respectfully submitted,

THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, JUNE 4, 2024 at 6:30 PM

Present	Cory Cross, Chair
	Thomas Hogarth, Member
	Jonathan Haigh, Member
	Timothy Hullihan, Member
	Mark Michels, Member
	Donald Solodar, Member
Not Present	Scott Hicks, Vice-Chair
Village Staff	Susan Garrett, Village Attorney
	Caryn Gardner-Young, Community Development Director
	Alex Ahrenholz, Urban Planner
	Estefany Camargo, Executive Assistant
	Mariah Hampton, Planner
	Susan Bickel, Mayor

1. **CALL TO ORDER**

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

   a. **ROLL CALL**

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

2. **DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA:** None.
3. **PUBLIC COMMENT FOR NON-AGENDA ITEMS:** None.
4. **APPROVAL OF MINUTES**

   a. **May 7, 2024**

      Mr. Solodar motioned to approve the May 7, 2024, minutes as presented, seconded by Mr. Hullihan. The **motion passed** unanimously (6-0).

   b. **May 8, 2024**

      Mr. Michels motioned to approve the May 8, 2024, minutes as presented, seconded by Mr. Hogarth. The **motion passed** unanimously (6-0).

5. **DECLARATION OF EX-PARTE COMMUNICATIONS:** None.
6. **QUASI-JUDICIAL MATTERS/PUBLIC HEARING**

   Village Attorney Susan Garrett swore in those wishing to provide testimony.

   a. **SITE PLAN AND APPEARANCE REVIEW**

      i. **NEW BUSINESS**

         1. **108 Lakeshore Drive – Old Port Cove Condominium Five**

Hazel Sanchez and Timothy Scholes presented a proposal on behalf of the property owner, Old Port Cove Five, for Site Plan and Appearance Petition approval for exterior building color change.

Member comments

Mr. Solodar noticed the building had blue lights in the evening and asked if that was taken into consideration in the recommendation. He noted this was a good upgrade.

Mr. Hullihan pointed out the proposed color change was not as shown on the renderings submitted but was a single column. Discussion ensued, and the applicant shared new renderings.

Mr. Michels motioned to approve the application, seconded by Mr. Hullihan. The **motion passed** unanimously (6-0).

7. WORKSHOP

a. Sign Code Text Amendment – discussion of proposed amendments to the existing Sign Code within the Village's Code of Ordinance (Chapter 6 – Sections 6-1 through 6-29)

Ms. Gardner-Young and Village Attorney Garrett shared the staff report, which includes background on the recommended changes to the Sign Code.

Mr. Hullihan inquired whether the proposal was a revision of the existing section or an entirely new section. Ms. Gardner-Young explained that it was a new section due to the large number of changes proposed.

Chair Cross asked about the renumbering from Section 6 to Section 45. Ms. Gardner-Young advised that the sign code is proposed to be moved to the zoning code.

Mr. Michels asked about the legal defensibility of the revision and comparisons with codes in other municipalities. City Attorney Garrett advised this was the fourth comprehensive Sign Code amendment she had taken part in and discussed what she had seen in her review.

Mr. Michels stated he understood the intention was to streamline and simplify, but it appeared to him that the changes were comprehensive and onerous. Ms. Gardner-Young discussed past concerns that had been addressed through the changes and noted that charts had been added to make the Sign Code clearer and easier to read.

Mr. Solodar asked if the change would require current businesses in North Palm Beach to modify their signs. City Attorney Garrett advised existing signs could be maintained under the legal nonconforming section.

Mr. Solodar referenced the Master Sign Plan and suggested language to address plans from national brands. Ms. Gardner-Young confirmed national trademarks are exempt from portions of the Code, but some regulation was permitted.

Mr. Solodar noted the Fire Department should be consulted to determine if they would like to see more significant numbers on signs. Ms. Gardner-Young stated that the National Fire Code indicates lettering size and that she would confirm the details with the Fire Chief.

Mr. Haigh asked if there were any current applications for signs against which the Code could be tested or if input had been sought from local sign fabricators. Ms. Gardner-Young stated she would seek input and report back.

Mr. Hogarth asked about creating regulations for the US-1 corridor. He stated he believed they needed to look carefully at what is allowable in the district to set a Code that meets the needs.

Mr. Hogarth inquired whether there had been any changes to the window coverage regulations. Ms. Gardner-Young stated that 20 percent is currently allowed and had been left as-is. She noted that window signage is not regulated and discussed the difference between Zoning Permits and Building Permits.

Mr. Hogarth asked about flags. Ms. Gardner-Young read the draft. Discussion continued regarding flags and feather signs on a permanent basis or with special exceptions, as well as efforts to be business-friendly.

Mr. Hogarth asked about the illumination standards. Ms. Gardner-Young confirmed they were a new addition. She agreed to bring back more information on municipalities with similar codes and the definitions contemplated.

Mr. Hogarth highlighted the requirements for extruding and intruding letters. Ms. Gardner-Young stated she would research the issue with industry professionals.

Mr. Hullihan asked for clarification on the definitions and regulations of tablets and memorials. He noted the draft said signs carried by a person could not be regulated and asked if that was a free speech issue. Ms. Gardner-Young and City Attorney Garrett responded as appropriate.

Mr. Hullihan stated he had also highlighted window signs as an issue. He suggested a future discussion as to why window signs do not require a permit and noted it is a trickle effect that degrades the Village.

Mr. Hullihan advised that “for lease” signs on US-1 are also abused and asked if that was being addressed. Ms. Gardner-Young stated the current Code requires renewal every six (6) months. Discussion ensued regarding “for lease” signs, including size, timeframe, and other potential restrictions.

Mr. Hullihan suggested there may be a better term than non-commercial to refer to election signage. He noted that when pole signs were originally disallowed, 10 years was allowed to come into compliance. Chair Cross agreed they could discuss a time limit on nonconforming signage.

Mr. Hullihan noted that some communities regulate national signage, pointing to places where McDonald's is required to fit into the design of an area. He stated he thought there could be some restrictions. Mr. Hicks disagreed, commenting that signage is proprietary to organizations and that people have expectations. Discussion continued.

Mr. Hullihan asked if the Board would object to specifying prohibited colors. Chair Cross suggested it would be difficult to define, but some guidance could be provided. Discussion ensued.

Chair Cross invited public comments.

Pat Friedman, Old Port Cove, discussed lighting colors that stand out in building treatments and asked about the enforcement of holiday lights being left on.

Discussion ensued regarding lighting and regulation of its appearance. Chair Cross advised landscape lighting would also need to be reviewed.

Mr. Hullihan asked if a document comparing the revised with the original Sign Code could be provided for review. Staff advised they would explore options for making the changes and new content more explicit.

Chair Cross asked the Board members to review the language and provide comments for further discussion at the next meeting.

b. Comprehensive Plan Amendments (EAR) – discussion of proposed amendments to the following Comprehensive Plan Elements:

i. Intergovernmental Coordination

Ms. Gardner-Young shared the staff report outlining proposed amendments to the Intergovernmental Coordination Element of the Comprehensive Plan. She noted this was the beginning of the process. Board members asked for clarification as appropriate.

ii. Property Rights

Ms. Gardner-Young shared the staff report outlining proposed amendments to the Property Rights Element.

Mr. Hullihan noted democracy is a two (2) sided coin with rights and responsibilities. He recommended spelling out responsibilities and obligations as objective two (2) and distributed a draft for discussion.

Mr. Hogarth asked for clarification on the process and associated codification. Ms. Gardner-Young explained.

Mr. Solodar stated the Village would be making decisions related to the Twin City Mall and Lake Park project over the next year, so any references to that should be mindful of that process.

Mr. Michels noted the reduction in lanes to allow for the green right-of-way and stated they may want to reconsider considering the development-related traffic issues. He highlighted problems with coordination between government agencies in managing the waterways, who is responsible for keeping the canals dredged and considering pollution. He suggested language to address the creation of a plan.

iii. Coastal Management

Alex Ahrenholz, Urban Planner, reviewed the staff report outlining the proposed amendments to the Coastal Management Element of the Comprehensive Plan. Board members asked for clarification as appropriate.

iv. Conservation

Mr. Ahrenholz reviewed the staff report outlining the proposed amendments to the Conservation Element.

Mr. Michels commented on Mr. Ahrenholz's previous presentation to the Waterways Board and stated he believed more substantive action items could be added to address conservation concerns. Mr. Ahrenholz commented that providing that direction would require meaningful board feedback.

Mr. Haigh asked for clarification on using "greatest extent feasible" regarding native landscapes and asked if Code changes were needed to avoid a contradiction. Ms. Gardner-Young stated that legislative changes would typically follow the Comprehensive Plan amendment.

Mr. Hogarth expressed concern about moving from guiding objectives to binding requirements within the Comprehensive Plan.

v. Recreation and Open Space

Mr. Ahrenholz reviewed the staff report outlining the proposed amendments to the Comprehensive Plan's Recreation and Open Space Elements. Board members asked for clarification as appropriate.

8. BOARD COMMENTS

Mr. Hullihan commented on the previous discussion regarding the definition of a high rise at the Twin City Mall site. He stated that the Board should know that the Florida Building Code discusses high rises as a life safety issue.

Mr. Hullihan offered to provide a 20-minute presentation on car dependence at a future meeting. The consensus was to place it on a light future agenda.

Mr. Hogarth noted that the previously non-conforming canopy at the car wash looked in the exact location as before the tornado. Ms. Gardner-Young stated she would look into it.

Mr. Solodar stated that there appears to be activity at the Yacht Club. Ms. Gardner-Young advised that they had submitted a demolition permit application.

9. STAFF UPDATES

Ms. Gardner-Young advised the next meeting was scheduled for July 2, 2024.

10. ADJOURNMENT

With no further business before the Board, Chair Cross adjourned the meeting at 9:13 p.m.

THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, JULY 2, 2024 at 6:30 PM

Present	Cory Cross, Chair
	Scott Hicks, Vice Chair
	Thomas Hogarth, Member
	Timothy Hullihan, Member
	Donald Solodar, Member
Not Present	Mark Michels, Member
	Jonathan Haigh, Member
Village Staff	Len Rubin, Village Attorney
	Caryn Gardner-Young, Community Development Director
	Mariah Hampton, Planner
	Kristin Garrison, Village Council

1. **CALL TO ORDER**

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

   a. **ROLL CALL**

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

      Ms. Gardner-Young stated Board members Jonathan Haigh and Mark Michels had advised staff they would not be in attendance.

2. **DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA:** None.
3. **PUBLIC COMMENT FOR NON-AGENDA ITEMS:** None.
4. **DECLARATION OF EX-PARTE COMMUNICATIONS:** None.
5. **WORKSHOP**

   a. **OLD BUSINESS**

      i. **Comprehensive Plan Amendments**

         Ms. Gardner-Young advised that a full staff report on proposed amendments to the first five (5) elements had been presented at the June 4, 2024, meeting. She outlined the timeframe for the State to adopt the amendments.

         Mr. Solodar asked if comments submitted by the Board had been incorporated into the current document. Ms. Gardner-Young noted she had received comments from Mr. Solodar and Mr. Hullihan.

         Discussion ensued regarding comments made at the June meeting and submitted between meetings.

         a) **Conservation**

            Ms. Gardner-Young reviewed the comments that had previously been received on the Conservation Element.

Mr. Hogarth asked for clarification on the Goals and Analysis. Ms. Gardner-Young explained the requirements. The discussion continued about how to address and/or implement the Board comments.

Mr. Hullihan motioned to put Board comments in draft form for review and discussion followed by a vote at the August meeting, seconded by Mr. Solodar. The **motion passed** unanimously (5-0).

Mr. Hogarth asked about the urban best management practices and the groundwater protection policy referenced in the Element. Ms. Gardner-Young advised that the best management practices could be found in the Village development regulations.

b) Coastal Management

Chair Cross opened the floor to additional comments and questions on the Coastal Management Element.

Mr. Hogarth asked if the consultant reviewed the elements. Ms. Gardner-Young stated the document was drafted by a consultant and reviewed by staff, the Village Manager, the Village Attorney, and some of the Village's advisory boards.

Mr. Hogarth noted the references to the Sea, Lake, and Overland Surge from Hurricane (SLOSH) maps and stated his understanding of the FEMA Flood Insurance Rate Map (FIRM). He pointed out both were referenced in the document, and he was looking for feedback from the consultant on why one (1) would be used over the other. Ms. Gardner-Young commented that some of the data is more specific on one (1) map, so the appropriate map was used for each area.

Mr. Hicks read the seawall height referenced in 1.9.2 and asked if the wall height prescribed in the Village Code created a potential conflict. Village Attorney Rubin agreed there was a potential conflict. Discussion continued. The consensus was that the language should be removed or the Village Code should be referenced as appropriate.

c) Recreation and Open Space

Chair Cross noted he had not seen a reference to pickleball, and there may be facilities going into Osborne Park.

Lisa Jensen commented that temporary pickleball parks were going into Osborne Park.

Mr. Hogarth pointed out that the single sports had been removed and was no longer listed in the level of service. The consensus was not to add pickleball.

Mr. Hogarth asked if development impact fees were in place. Ms. Gardner-Young stated that they are in process.

Mr. Hogarth pointed to the reference to the recreational site dedication and asked if that was in place now. Village Attorney Rubin advised impact fees would replace them.

Mr. Hogarth commented that expanding library programs was the only leisure program specifically mentioned in objective 1.4, and libraries were mentioned again in objective 1.8. He suggested the two (2) objectives could be combined. Ms. Gardner-Young explained the reasoning behind the emphasis on libraries.

Mr. Hogarth noted variation in the ratio utilized in section 4.1.5 and commented on the potential increase in residents because of the two (2) pending significant developments. Discussion continued regarding population growth, impact fees, and current recreational space.

Mr. Hogarth asked if the Village was currently exceeding the ratio. Ms. Gardner-Young advised that as of 2022, there was a surplus, but in 2025, a deficit is expected of 0.75 acres.

Chair Cross noted that the population growth assumed constant change, and with the pending developments, the village would need to find more ground or have a developer provide it.

Mr. Hullihan asked if staff support, including a level of service standard, is a requirement. Ms. Gardner-Young stated the proposed changes take away the level of service requirements for any individual sport and put in a 4.15 acre per 1,000 people as a level of service.

Chair Cross asked if there would be an issue with reducing the number to four (4) acres. Ms. Gardner-Young stated they could, but it was meant to reflect the residents' desire. Discussion continued regarding the appropriate level of service, how best to maintain it, and responsibility for any mitigation required.

Deborah Cross commented that residents are working toward more environmental initiatives and green space in the Village to encourage more trees and keep temperatures down. Reducing the level of service required of new developments would limit those opportunities. She suggested a higher number.

Mr. Hullihan inquired about the logic behind not including the golf course in the calculation of recreational space. Ms. Gardner-Young and Village Attorney Rubin responded. Discussion continued regarding the inclusion of the golf course.

Mr. Solodar suggested staff research the potential legal reasons the golf course was not included and report back at the August meeting.

Mr. Hullihan expressed concern the amount of green space was being undersold by not including the golf course or John D. MacArthur Beach State Park. He stated the Village far exceeds the green space in most

communities. Chair Cross asserted the calculation was not what the Village has at this moment, but what they want in the future.

Mr. Hullihan stated he saw the value in both perspectives and believed they should see data before deciding.

Mr. Solodar motioned to have staff review and report back at the August meeting regarding the reasoning behind the golf course and similar land not being included in the calculation of green space, seconded by Mr. Hullihan. The **motion passed** unanimously (5-0).

Mr. Hicks suggested that given the recommendations in the data analysis, the policy goal should be to develop a bicycle and pedestrian plan rather than to investigate the need for plan. Ms. Gardner-Young noted the budget implications of changing the language of the goal.

Mr. Hullihan motioned to amend the goal related to a bicycle and pedestrian plan to read that the Village would develop the plan rather than to investigate the need for a plan. The motion failed for lack of a second.

Mr. Solodar highlighted to have in consideration the US-1 lane reduction project to include the stretched land and the impact on the area between Anchorage Drive North and Anchorage Drive South as a consideration in the planning, as well as needs around the Twin City Mall site to have some great additional recreational paving.

Ms. Gardner-Young noted a timeframe could be included to provide time to budget for the plan. Mr. Hullihan amended his proposed motion to set a 2026 goal. Discussion continued.

Mr. Hogarth asked about the Master Plan goals related to connectivity and bicycles. Mr. Hullihan stated that Master Plan was broad language that was instructive on what the Village should be doing, but the document is now eight (8) years old. He noted there are lots of reasons to develop a bicycle and pedestrian plan.

Mr. Hullihan motioned to set the objective to develop a bicycle and pedestrian plan by 2026, seconded by Mr. Cross. The **motion passed** (3-2). Mr. Hogarth and Mr. Solodar were opposed.

d) Property Rights

Mr. Hullihan stated he had distributed copies of his recommendation for language to be added to the Property Rights Element at the July meeting.

Mr. Hogarth pointed out that one (1) section did not have any goals associated with it. Ms. Gardner-Young advised that the objective was required by State Statute and she would add the goal statement.

e) Intergovernmental Coordination

Mr. Hicks commented on the impact of having a dredging disposal site or rehandling location on the cost of dredging.

Mr. Hogarth asked whether the reference to reducing the number of lanes on US-1 was related to a political objective. Ms. Gardner-Young noted the language was previously existing. Discussion continued.

Mr. Hullihan pointed out the objective was to continue to coordinate with the listed agencies, and those agencies have reduction of the number of lanes as a stated goal. He stated he believed the project was set for design in 2028.

Mr. Hogarth asked about removal of language that referenced adoption of a plan within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan. He noted that date had come and gone. Ms. Gardner-Young stated staff would be bringing forward a Water Supply Plan with the Comprehensive Plan.

b. NEW BUSINESS

i. Comprehensive Plan Amendments

Ms. Gardner-Young provided a brief overview of the Comprehensive Plan review process and advised Nilsa Zacarias, Director of Planning, Chen Moore and Associates, would make a presentation reviewing the amendments which were recommended as a result of the firm's analysis of the plan.

a) Capital Improvement

Ms. Zacarias made a brief introduction to the presentation. Lance Lilly, Senior Planner, Chen Moore and Associates, shared a presentation outlining proposed amendments to the Capital Improvement Element of the Comprehensive Plan.

Mr. Hullihan asked which members of staff the consultant had met with beyond Ms. Gardner-Young. Mr. Lilly advised they had met with the Finance Department, Public Works, and various other staff members.

Mr. Hullihan asked for clarification on whether the impact fees referenced included recreation. Ms. Gardner-Young explained the general categories of the proposed impact fees. Mr. Hullihan inquired whether language should be added to clarify in objective 1.3 as to how the costs would be borne. Mr. Lilly stated he did not believe so.

Mr. Hullihan commented that economic analysis on projects often does not tell the whole story and suggested the final sentence of objective 1.3 state costs should be analyzed out to 25 years to accommodate for recycling of infrastructure. He asked for clarification on the definition of public facilities as referenced and suggested the words "vertical and or horizontal" be added before urban sprawl in 1.6.3. Village Attorney Rubin responded briefly.

Mr. Hogarth asked if there were any significant changes to the level of service table. Mr. Lilly stated there were changes to the level of service from Seacoast Utility Authority as well as the Recreation and Open Space as previously discussed.

Mr. Solodar asked if annexation was recognized as a strategy and whether it should be part of the Comprehensive Plan. Mr. Lilly noted there was an Annexation Element in the plan, which is a pro-active optional element.

b) Infrastructure

Mr. Lilly outlined proposed amendments to the Infrastructure Element of the Comprehensive Plan.

Mr. Hicks noted a missing number in the drainage level of service table.

Mr. Hogarth asked for clarification on the reference to a Stormwater Utility Fee. Village Attorney Rubin and Ms. Gardner-Young explained.

Mr. Hullihan suggested the reorganization of goal 1.0 to add new subheadings as follows:

- New development shall provide in their economic analysis in support of the project, the impact on public facilities up to 25 years
- Make clear such as the recreation land requirement, the Village expects a developer to not just give money but to actually solve the problem as part of the development

Mr. Hullihan stated it was unclear whether the request was to pay a fee or actually create a park, so he would recommend staff find a way to clarify.

c) Transportation

Mr. Lilly outlined proposed amendments to the Transportation Element of the Comprehensive Plan.

Mr. Hullihan asked Mr. Lilly to elaborate on what staff was met with in developing the element. Mr. Lilly stated he had met with the Public Works Director and Ms. Gardner-Young. Mr. Hullihan stated he would suggest consulting with Treasure Coast Planning Council who had advised on the roadway network during the master planning process. He commented that the Element was very Florida Department of Transportation (FDOT) leaning and did not align with the objectives of the Village Master Plan.

Mr. Hullihan noted six (6) roads were referenced in 1.1.1 and asked how classification was determined. Mr. Lilly stated the information was existing in the Comprehensive Plan, so the team had updated with current FDOT terminology. Mr. Hullihan advised that some of the classifications may dictate a level of service that had not been considered. He suggested looking beyond FDOT, pointing to Prosperity Farms Road and Lighthouse Point Drive as examples of designations that may be contrary to the Village goals.

Chair Cross commented on the designation of Lighthouse Point Drive as an urban minor collector and stated that was the lowest designation for a collector street, which was a realistic assessment of how the street functions.

Mr. Hullihan stated the Village wants Lighthouse Drive to be like a local street, and putting the designation in the Comprehensive Plan as a urban minor collector kept the Village from going the direction they want to go.

Chair Cross disagreed. He asserted they could go the direction they want to go, regardless of what it is called.

Mr. Hullihan suggested the word "provide" under objective 1.4 be changed to "enhance," and that "non-vehicular traffic" be changed to exclude bicycles and make the intent to apply to cars clearer. Village Attorney Rubin stated the definition of non-vehicular traffic did not include bicycles. Discussion continued.

Mr. Hullihan stated 1.4.2 was a great statement. He noted the location of sidewalks was critical for safety and suggested 1.4.3 be amended to clarify. He commented on 1.4.8 and asked if reduction of traffic by developing transit alternatives could be done without Palm Beach County. Mr. Lilly stated there are County and State roads in the Village, so some form of coordination would be necessary. Chair Cross stated he would leave the language as-is, because 1.4.10 gives the Village the ability to move forward with any strategy they choose.

Mr. Hullihan suggested a change in 1.4.9 of the words "transit accessible" to "conveniently served by new or existing transit systems." He noted in 1.4.11, the word "continue" was used, and asked if the Village currently supports transit-oriented development or would be starting. Mr. Lilly stated the purpose of the Comprehensive Plan was to be forward thinking, so the policy was included for that reason. Mr. Hullihan advised the word "continue" should be changed to "begin" or similar.

Mr. Hullihan noted that in 1.4.12, reference micro-transit had been added. He commented that the four (4) foot wide sidewalks were being asked to do a lot of things, and asked where all of these modes of transportation would go unless streets are designed to accommodate them and stated there was an opportunity to make the language clearer.

Mr. Hullihan asserted objective 1.8 was in direct conflict with alternative transportation methods, as it was a goal speaking just about cars, and stated everything going forward should not have statements to that effect. Chair Cross stated he did not think that was necessary, as adequate vehicle circulation is also needed. Discussion continued. Consensus was to insert the word "multi-modal" before traffic.

Mr. Hullihan stated "maintain adequate" in 1.9 should be "improve." Chair Cross agreed.

Mr. Hullihan stated objective 1.13 could be strengthened with a plan. He suggested 1.15 should be reworded to state "the Village shall use the Complete Streets network model when considering." Chair Cross asked for clarification on Complete Streets. Discussion continued.

Mr. Hullihan noted it should be recognized when redesigning alleys that the Village alleys are largely used for walking and biking because they are safe places to do so. He shared a document regarding lane widths and reducing the number of lanes and stated it would be useful to include the information.

He stated crosswalks should be included everywhere, and T.8 did not recognize was utility bicycling and walking. He commented on Vision Zero and the need to commit due to high levels of traffic fatalities in the U.S.

d) Annexation

Ms. Zacarias outlined proposed amendments to the Annexation Element of the Comprehensive Plan. She noted this Element was not required by State Statute but was a reflection of the Village's commitment to annexation.

Mr. Hullihan stated he was glad to see that Treasure Coast Planning Council was consulted on this Element, and noted he thought that could be useful in other elements. Ms. Zacarias advised that the Council had also been consulted on the Future Land Use Element, and the team had read the Master Plan. She noted the annexation study was considered, but it did not include costs, so additional analysis was recommended.

Mr. Hogarth asked if the new policy addressed the disconnect with Palm Beach Gardens as to future annexation. Ms. Zacarias stated it did not and commented on the opportunity to use part two (2) of the State Statute.

Mr. Solodar stated as an owner in the Village for 25 years, he is not impressed with the forcefulness with which the Village pursues annexation. He noted 1.4.3 and stated a Village annexation plan should be mandated rather than considered. Mr. Hullihan agreed.

Chair Cross asked how a strategic annexation plan would differ from what the Village is doing right now. Mr. Solodar responded that just as the Village has goals for less lanes of traffic and more walking and bicycles, there should be a plan that sets a definite path toward doing something, and then it should be followed. Ms. Zacarias noted a strategic plan would include public engagement and a review of benefits the Village is offering.

Mr. Hullihan pointed out Mr. Solodar was asking for a proactive approach rather than a reactive approach.

Chair Cross sought a consensus on whether to replace the word "consider" with "develop." Village Attorney Rubin highlighted the cost factor to be considered and noted the limited options available. Discussion continued.

Mr. Hogarth stated he thought annexation should be more organic. He commented the goal could be to maintain the infrastructure to be ready for annexation when the time is right, but not that they would put it up for a vote every five (5) years.

Mr. Hullihan motioned to modify objective 1.4.3 to remove the strategic plan and state the Village shall maintain a proactive approach to annexation, seconded by Mr. Solodar. The **motion passed** unanimously (5-0).

e) Future Land Use

Ms. Zacarias outlined proposed amendments to the Future Land Use Element of the Comprehensive Plan.

Mr. Solodar asked if there was anything being recommended that the Village knows will directly impact the application of those who have purchased land, as the proposed was a huge project that would span decades and affect thousands of residents. Ms. Gardner-Young stated she did not believe the amendments impacted Village Place.

Mr. Hullihan recommended that at the end of page four (4) under C, "and it is recognized that in no place does the Master Plan recommend anything above six (6) stories" be added. Village Attorney Rubin advised he did not believe the Twin Cities Mall project was limited to six (6) stories and putting the restriction in the Comprehensive Plan effectively put in a height limit that would conflict with the Code.

Mr. Solodar stated the height of the Twin Cities Mall project necessitated separate conversation once the application is submitted. He asserted there was no point putting a limit of six (6) stories in the Comprehensive Plan at this time because it was probably not true.

Mr. Hullihan advised the comment was in relation to the heights in the Master Plan. He asked that staff do the research to align the numbers. Village Attorney Rubin stated he did not believe the Master Plan was specific as to height of the Twin Cities Mall project. He noted a restriction north of North Lake to Parker Bridge could be included without conflict.

Chair Cross advised the thought the paragraph was fine as-is. Mr. Hullihan reiterated his request for staff to look into it.

Mr. Hullihan commented that he did not believe any of the exemptions under C were necessary. Village Attorney Rubin advised the Twin Cities Mall project was exempt from these specific Floor Area Ratios (FAR) because the Land Development Regulations (LDR) provides for different FAR. He noted the language was specifically added when the requirements of C-3 zoning were adopted. Discussion continued and consensus was to clarify the intent to exempt the projects from the FAR, not the Master Plan.

Mr. Hullihan referenced Element three (3) under policy 1.2.1 and asked if 24 units per acre was the density the Village wanted. Village Attorney Rubin advised that reducing the density could be a legal issue. Chair Cross expressed a preference to leave the number as-is and noted the Village has the ability to place conditions during the approval process.

Mr. Hullihan recommended that the words "vertical and or horizontal" be added before urban sprawl in 1.5.3. He commented on inclusion of cross access between properties in 1.6.6 and stated he hoped that would be successful in the future. He commented that "and develop policies to achieve preservation" should be added to 1.9.4 following "asset," because the Village talks about tree preservation but there are no repercussions for cutting trees down. He suggested the growth in population referenced in the section may be based on data prior to Covid-19.

Mr. Hullihan recommended "locally owned" prior to "businesses" and "locally owned business development" prior to "within the community" in the table on page 32. He asserted this goes toward the notion of economic resiliency. Chair Cross agreed.

Mr. Hullihan stated bullet four (4) in the table on page 32 was a very good statement and noted the reference to the urban forester was incorrect.

f) Housing

Ms. Zacarias outlined proposed amendments to the Housing Element of the Comprehensive Plan.

Mr. Hogarth asked whether mobile home park development referenced in 1.3.7 was a requirement. Ms. Zacarias advised it was an existing policy required by State Statute.

Mr. Hullihan pointed out bullets a and b on page two (2) changed Housing Official to Community Development Director and suggested the PZAB should serve as Housing Official. Discussion ensued. Village Attorney Rubin and Chair Cross clarified the role of Code Enforcement. Mr. Hogarth pointed out that bullet a could be removed. Mr. Hullihan agreed that would clarify the following statements.

Mr. Hullihan stated he did not degree with policy 1.3.4 that zero lot line developments reduce housing costs, and believed this was a misstatement. Ms. Zacarias suggested the language be changed to read "provide innovative housing alternatives oriented to facilitate and reduce housing costs." Mr. Hullihan and Chair Cross agreed.

Mr. Hullihan asserted policy 1.3.11 spoke to the point he had been making regarding solving car dependency to make housing more affordable. He noted the cost of owning a car and suggested the policy be more emphatic in its support of the goal to reduce car dependency. Ms. Zacarias suggested a policy could be added to clarify. Mr. Hullihan and Chair Cross agreed.

Mr. Hullihan asked if policy 1.4.2, the reference to Daycare and Community Residential Home facilities should rest solely with the Community Development Director. Consensus was to leave the policy as written.

Mr. Hullihan stated most of the green building initiatives in policy 1.6.1 are now included in the Florida Building Code and the policy could be more proactive to push the envelope toward 100 percent renewable energy and energy independence. Ms. Zacarias noted the policy was aspirational and provided a foundation for future incentives.

Mr. Hullihan commented he was intrigued to learn from the data analysis that the Village has 10 buildings that were built prior to 1939 and connecting that to the Historic Preservation Element would be useful.

Chair Cross asked about a reference to Nursing Homes. Village Attorney Rubin and Ms. Gardner-Young clarified the definition.

6. BOARD COMMENTS

Mr. Hogarth asked for an update on the Sign Code changes. Village Attorney Rubin stated the changes remain under review.

7. STAFF UPDATES: None.

8. ADJOURNMENT

Chair Cross advised the next meeting was scheduled for August 6, 2024. With no further business before the Board, Chair Cross adjourned the meeting at 9:43 p.m.

Environmental Committee Meeting

MINUTES

Council Chambers

Monday, July 1, 2024
6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:01 pm.

2. Roll Call:
   Present: Karen Marcus, Kendra Zellner, Brian Bartels, Shawn Woods, Mary Phillips, Juliette Desfeux, Ellen Allen
   Absent:
   Also Present: Marc Holloway, Field Operations Manager, Councilmembers Lisa Interlandi and Orlando Puyol

3. The Minutes of the May 28, 2024, regular meeting was approved.

4. Public Comments –

   a. George Alger from the waterway advisory board- He recommends that we establish communication between our two boards and wants to collaborate on oyster beds to improve water quality.
   b. Rita Budnyk from 804 shore drive- She witnesses grass clippings getting blown in the waterway and people rinsing our fuel cans in the water.
   c. Katie Moffitt from Kompan provided information about their green playground equipment and advised that she provided this information to Zak.

5. Community Garden Update – Amber advised Kendra that their shed needs to be relocated.

6. Stormwater Master Plan (Resiliency) Presentation- Lucia Medina and Robert Taylor from Hazen and Sawyer provided an overview on projects and programs, capital improvement projects, recommended stormwater improvement projects, and expenses. The proposed projects were prioritized based on current infrastructure demands and sea level rise.

7. Parks Master Planning Kickoff- Team Plan Inc. presented the proposed master plan for Osborne Park and the Community Center. He provided information on their tree disposition plan, as three are trees that will need to be relocated. There are 77 trees at Osborne Park and 238 trees at Community Center. Bill advised that this plan only identified native trees, non-natives were not factored into this plan. The committee recommended that they gather public input.

8. Comprehensive Plan Presentation- Alex Ahrenholz previously presented the coastal element to our committee, with plans to go to the planning and zoning board in August. He reviewed different policies regarding funding, impact fees, use of public and private school athletic facility, park design recommendations, memorializing bike and pedestrian walkways, and ensuring the Country Club remains public.

9. Black Olive Tree Removal- Marc Holloway advised that there is a black olive tree on Buoy Road. Debra Cross from Pepperwood Circle S. advised that some grass in swales are also causing drainage issues.

10. Plan For Leftover Shade Trees- Precision still has the trees. Ed will publish an article that there are 25 trees available for Village Residents.

11. Tree Removal Permit- Kendra made a motion to ask the village to address demolition permits to prevent shade trees from being removed. The committee will review the options to address lawn grass. Kendra made a motion to expedite the residential tree removal permit code.

12. Lakeside Park Erosion- Zak explained that there is no official proposal to reestablish the shoreline. We should have a proposal at the next meeting.

13. HB 105- Tobacco Free Florida- Council approved it on second reading at the last meeting. Ed will promote this in the newsletter.

14. Precision Landscape Pesticides- no update.

15. Florida Green Building Coalition- Juliette provided recommendations that were later sent to the council.

16. Residential landscape code- Council is prioritizing this and working with the Village.

17. Speaker Series- There may be a new vendor at the Country Club so we need to hold off on a speaker series until November. Shawn will speak with Dr. Pike and provide us with a date for October.

18. Previous newsletter breaking down boxes and leave by your house. If the box is not broken down, then it may not get picked up and include the pick-up schedule. If the containers are in a yard that contains a dog, then install a sign to notify Public Works. The next newsletter about landscapers needs to be registered and another article about the smoke free Florida code that passed.

19. Member Comment-

    a. Kendra made a recommendation to encourage the council to have a wind and heat vulnerability assessment done. Marc will talk to Chad about it and get back to us. Agenda item
    b. Agenda- waterway joint meeting come up with a date
    c. Mary wants to add an item on the next agenda about owl houses at the Country Club.

20. Staff Comment-

    a. Marc advised that there are coconut palm in the swale at multiple houses.

21. Next meeting- The next meeting will be on August 5, 2024 at 6:00 pm at Council Chambers.

22. Adjournment- the meeting adjourned at 8:15pm

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of July 8, 2024

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. Board:	Present	Absent
Stephen Mathison – Chairman	X	
Rich Pizzolato – Vice Chairman	X	
Curtis Witters – Secretary	X	
Landon Wells – Member	X	
Sandra Felis – Member		X
Karen O'Connell – Member		X
David Norris – Member		X

B. Staff Members:

Allan Bowman, Director of Golf X

Beth Davis, General Manager X

Lenore Dingle, Membership Coordinator

C. Council Members:

Lisa Interlandi attended the meeting.

D. Public Present:

III. APPROVAL OF MEETING MINUTES

Minutes of the June 10, 2024 GAB Meeting were approved 4 – 0.

The Board then conducted its election of officers. Chairman Steve Mathison is now termed out. Rich Pizzolato and David Norris were nominated as Chairman. After discussion, a vote was held and Rich Pizzolato was elected to serve as Chairman. David Norris was elected to serve as Vice Chairman and Curtis Witters was elected to serve as Secretary.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Aeration in June was done with smaller, one-half inch holes and the course has healed more quickly than in the past. We have been able to resume our customary summer rates for play.

In August and September, we will have wet jet aeration and by using this process, we hope to shorten the time that the course is closed. The August closing will be from the 19th through the 22nd or 23rd.

Short Term Projects.

The new faces on the bunkers on Holes #2 and #18 have been completed.

The lake side bank on Hole #8 has been completed.

The banks of the pond between Holes #13 and #14 is 95% complete and will be finished by July 15th.

We are installing fencing to the right of Hole #1 to protect the new parking area. The melaleuca trees in that area have been removed. The poles and fencing will be installed prior to August 1st.

We will plant four 15-foot oak trees to landscape after the fencing is completed.

The sea grapes to the right of the sixth hold will be trimmed and the vines in that area removed, in order to allow a better view of the waterway.

Additional Projects.

Hole #7. The dead tree to the right of the cart path will be removed and some rock added to the area to stabilize the bank.

Hole #16. We will remove two dead palm trees.

Holes #10 and 15. Two palm trees will be planted in the area between the holes.

Hole #14. The sea grapes growing above the restrooms will be trimmed.

A significant amount of cord grass will be planted on the course.

The locker rooms will be painted.

In October we will trim the palm trees on the course and install pine straw.

Financial Update.

Golf fees are $43,000 behind our budget, but $58,000 ahead of last year. The rain in June reduced our revenue.

Merchandise sales are $7,500 behind budget and $14,600 behind last year.

Driving range revenue is $36,000 ahead of both our budget and last year.

Rounds Report.

Rounds through June	$ per round (excluding member dues)
FYE 2021 = 43454	$54.67
FYE 2022 = 45073	$63.39
FYE 2023 = 46192	$70.89
FYE 2024 = 44974	$74.09

Rounds in June

FYE 2021 = 3532

FYE 2022 = 3045

FYE 2023 = 3823

FYE 2024 - 3123

Capital Plan FYE 2025 – Environmental Center and 1000 feet (final phase) of pond bank stabilization.

Beth Davis spoke to the Board concerning the restaurant operation.

The RFP closed and four entities submitted proposals. A selection committee is reviewing the proposals and will submit two bidders to the Village Council. The Council will select the new restaurant operator in August.

IV. DISCUSSION TOPICS

Rich Pizzolato asked Allan to consider adding a water station in the area of the 7th tee.

V. ADJOURNMENT

The meeting was adjourned at 6:32 p.m.

The next meeting will be August 12, 2024.

Minutes by Curtis L. Witters, Secretary.

Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
July 9, 2024 at 7:00 pm
Council Chambers

1) **Call to Order:** Chair Heiman at 7:00 p.m.

2) **Roll Call:** All board members present (Stephen Heiman, Ashley Knieriemen, Jennifer Dumas, Rita Budnyk, Mia St. John). Council members Orlando Puyol and Deborah Searcy present. Staff members Zak Sherman and Stephen Poh present. Four members of Team Plan, Inc. present, as well as five other members of the community.

2) **Approval of Minutes:** Motion by Rita Budnyk. Second by Jennifer Dumas.

3) **Public Comments:** None.

4) **Director's Report:** Zak presented the director's report, beginning with an explanation of the new format, separating contracts and projects into a separate sheet for discussion during new business.

   Anchorage Park Updates:
   - Seacoast contractor completed various repairs, including the installation of new bollards.
   - Installation of new cameras at the Seacoast entrance.
   - Three additional cameras for the outdoor restroom area have been ordered and will be installed upon arrival.

   Summer Camp:
   - Currently in the last three weeks of the program.
   - Upcoming trip to Aquatica planned for this Friday.
   - Mention of minor injuries among camp counselors, with assurance that all are okay.

   Lakeside Park:
   - Still awaiting the arrival of playground replacement parts, expected this month.

   Library:
   - Welcoming new children's librarian, Carly, who has a strong background in early literacy and story times.

- Carly is replacing Megan, who was noted for her contributions to the Halloween event.

Osborne Park:

- New compost bin and soil enclosure installed, and replaced old covers for easier use.
- Planning for new garden signage near the parking lot and decorative sign for the garden area.

Pickleball Courts:

- Painting scheduled for July 22.

Fireworks Show:

- Successful event with no negative comments received.

Upcoming Events:

- Fishing tournament scheduled with anticipated volunteers from the Literacy Council of Palm Beach County.
- Beats and Eats event scheduled for September, with sod replacement planned for after Heritage Day.

5) New Business:

- Recreation and Open Space Element- EAR to the Comprehensive Plan
  - □ Discussion on the draft changes to the comprehensive plan, focusing on the recreation and open space element.
  - □ Emphasis on the need for public and board member feedback.
  - □ Highlighted the importance of bike and pedestrian pathways and connectivity.
  - □ Plan to encourage board members to review and email comments or concerns to the consultant for inclusion in the final draft.

- Master Planning Presentation- Team Plan, Inc.
  - □ Presentation by Bill Whiteford from Team Plan, Inc., detailing the master plan for Osborne Park and the community center.
  - □ Introduced the multidisciplinary team involved in the project.
  - □ Emphasis on an inclusive, transparent, and methodical approach to planning.
  - □ Detailed analysis of existing conditions and potential programming considerations.
  - □ Mention of public engagement strategies, including community meetings, surveys, and stakeholder interviews.

- Master Planning Discussion
  - □ Board members provided feedback and suggestions:

    - Emphasized the need for connective bike and pedestrian trails, public engagement, and updating the 2021 study findings.
    - Suggested a community workshop for feedback, with the addition of shaded areas and more covered pavilions.
    - Discussed the importance of maintaining basketball courts and adding a small amphitheater or covered pavilion for performances.
    - Raised concerns about a potential splash pad at Osborne being redundant due to the existing one at the Country Club.
    - Highlighted the importance of maintaining facilities and amenities.
    - Introduced the potential for a pump track or skate park to cater to tweens and teens.
    - Discussed the timeline for presenting visual plans to the community, estimated to be within three months.
    - Agreed on the importance of a comprehensive and inclusive planning process.
    - Discussed the current state of maintenance operations for playgrounds and parks.
    - Highlighted the role of the playground inspector in maintaining the facilities.
    - Discussed the potential for reconfiguring parking at the community center to increase efficiency and safety.

- Meeting Start Times
    - Proposal to change the meeting start time from 7:00 PM to 6:30 PM.
    - Discussion on accommodating various schedules, with an emphasis on those with young families.
    - Motion to change the meeting start time to 6:30 PM was made by Rita Budnyk and seconded by Ashley Knieriemen.
    - Motion passed with majority agreement.
    - Zak to confirm with the clerk's office for any potential conflicts.

- Contracts/Projects Updates
    - National Parks and Recreation Month:
        - Council issued a proclamation, and staff members received a certificate and photo opportunity.
    - Turf Maintenance:
        - Contract awarded to Haverland, responsible for community center field and ball fields maintenance.
    - Landscaping and Grounds Maintenance:
        - RFP posted, closing on July 31.
    - Anchorage Park Restroom Renovation:
        - Approval for renovation and electrical upgrades.
        - Plans for interior renovation and future-proofing electrical upgrades for additional equipment.

- Beets and Eats Area:
  - Sod replacement planned for after Heritage Day to avoid high costs and ensure better timing.
- Ice Vending Machine:
  - Fully installed and operational, with positive and negative community feedback addressed.
- Pickleball Court Painting:
  - Scheduled for July 22.
- Library AV Upgrade:
  - Pending council approval, funded by a $25,000 donation from the Kelsey family and additional funds from the Friends of the Library.
- Library Downstairs Restroom Renovations:
  - Pending council approval, including ADA compliance upgrades.
- Dry Storage Civil Portion:
  - Bid opening on July 17, with surveys for easements in progress.
- Boat Ramp RFP:
  - In progress, focusing on complete boat ramp renovation including stairs replacement.

6) **Old Business:** None.

7) **Member Comments:** A member expressed a wish for someone from Morton or Community Development to discuss the draft comp plan. Zak will email the board with contacts for questions or concerns.

8) **Staff Comments:**

Zak:

- Reminder about the fishing tournament on August 10, with various activities planned throughout the day.
- Provided an annual sports schedule for board members to review.
- Update on the recruitment of new rec board candidates, with council expected to appoint two new members in August.

9) **Adjournment:** Motion to adjourn was made by Rita Budnyk and seconded by Ashley Knieriemen. The meeting was adjourned at 8:24 p.m.

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: August 22, 2024

SUBJECT: **Impact Fees Ordinance (second reading) –** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, "IMPACT FEES;" PROVIDING FOR AN INTENT AND PURPOSE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF TRUST FUNDS; PROVIDING FOR THE USE OF FUNDS COLLECTED, ACCOUNTING, AND REPORTING; PROVIDING FOR CREDITS; PROVIDING FOR REFUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Impact fees are one-time fees municipal and county governments and some special districts in Florida may charge a developer to cover a portion of the anticipated cost of additional infrastructure and public facilities needed to support a new development. The fees are charged to help pay for the "impact" of new development on roads, parks, schools and other critical infrastructure. The rationale is that new development necessitates new or expanded infrastructure to accommodate new residents. Without the fees, existing residents would in effect subsidize the costs of new development.

In order to assess impact fees, a local government must adopt an ordinance that meets a series of requirements identified in the Florida Impact Fee Act (Section 163.31801, F.S.) (Act) The Act defines infrastructure as "a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service."

The Act also allows certain vehicles and associated equipment as needed for law enforcement, emergency medical services and schools. Impact fees must meet the criteria of the dual rational nexus test to be considered legal. This means that impact fees must have a reasonable connection (rational nexus) between:

1. The proposed new development and the need for additional capital facilities; and,
2. The expenditure of funds and the benefits accruing to the proposed new development.

In order to adopt Impact Fees, the Village must adopt an Ordinance with support from an Impact Fee Study (Study) to outline the "impacts" of new development upon the Village's infrastructure including Police, Fire, Waste Management, Parks and General Administration. The Village hired Marlin Engineering to draft this Study.

The Study utilizes a methodology to determine an initial Village of North Palm Beach Impact Fee for the following public services: Park and Recreation, Public Safety, Library, Solid Waste and Governmental Services. The study has analyzed population and housing characteristics, evaluated the 2023 Village Property Appraiser's Tax Roll and inventoried the facilities of the of the various departments for which the impact fees are proposed. The Village's Capital Improvement revenues and expenses were studied for a 10-year period to ascertain on-going improvement needs and funding.

Walter Keller from Marlin Engineering was hired to create the Study. At the August 8th Village Council meeting, Mr. Keller presented the study with the following proposed Impact Fees:

Description	***Parks & Rec***	***Public Safety***	***Library***	***Solid Waste***	***Govt'al Services***	***Total Impact Fee***
Single Family	$1,785.38	$977.40	$1,060.39	$328.32	$700.34	$4,851.83
Multi-Family	$1,094.78	$599.53	$650.22	$201.32	$429.44	$2,975.09
Hotel/Motel	$1,036.25	$1,268.69		$190.56	$485.62	$2,981.12
Commercial Retail		$1,268.69		$322.15	$510.74	$2,101.58
Commercial Office		$1,268.69		$322.15	$606.35	$2,197.19
Medical Office		$2,222.60		$322.15	$606.35	$3,151.10
Warehouse		$1,268.69		$322.15	$278.73	$1,869.57
Church		$1,209.78		$322.15	$615.27	$2,147.20
Nursing Home		$2,222.60	$408.94	$322.15	$615.27	$3,568.96
Hospital		$2,222.60		$322.15	$615.27	$3,160.02
School		$1,209.78		$322.15	$345.99	$1,877.92
Gov't Building		$1,209.78		$322.15	$615.27	$2,147.20
Parks		$1,422.04		$987.10	$395.95	$2,805.09

However, at this meeting, the Village Council, on a motion by Councilmember Garrison and a second by Vice Mayor Searcy, approved unanimously (5-0) on first reading of the Ordinance with the following condition:

That the impact fees used should be 95% of the maximum Impact Fee as stated in the Study presented by Mr. Keller.

Based upon the Village Council direction, the Village's consultant has revised the proposed Impact Fees (reducing the Impact Fees 5% and rounding the numbers to whole numbers) are as follows:

Description	***Parks & Rec***	***Public Safety***	***Library***	***Solid Waste***	***Govt'al Services***	***Total Impact Fee***
Single Family	$1,696	$928	$1,007	$311	$665	$4607
Multi-Family	$1,040	$569	$617	$191	$407	$2,824
Hotel/Motel	$984	$1,205		$181	$461	$2,830
Commercial Retail		$1,205		$306	$485	$1,996
Commercial Office		$1,205		$306	$576	$2,087
Medical Office		$2,111		$306	$576	$2993
Warehouse		$1,205		$306	$264	$1,775
Church		$1,149		$306	$584	$2,039
Nursing Home		$2,111	$388	$306	$584	$3,389
Hospital		$2,111		$306	$584	$3,001
School		$1,149		$306	$328	$1,783
Gov't Building		$1,149		$306	$584	$2,039
Parks		$1,350		$937	$376	$2,663

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

The proposed impact fees will help to foster new development because they will create the ability of the Village to pay the necessary infrastructure to allow the Village to expand. It increases the Village's diversification of revenue sources and provides a lump sum, as opposed to waiting over an extended period of time, for the monies to provide the necessary infrastructure. How much collected will be determined by the amount of new development proposed within the Village's municipal limits.

Recommendation:

Village Staff recommends Village Council consideration and adoption of the attached Ordinance on second reading to impose Impact Fees for new development to cover the impacts of the development upon the Village's Parks and Recreation, Public Safety, Library, Solid Waste and Governmental Services.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, "IMPACT FEES;" PROVIDING FOR AN INTENT AND PURPOSE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF TRUST FUNDS; PROVIDING FOR THE USE OF FUNDS COLLECTED, ACCOUNTING, AND REPORTING; PROVIDING FOR CREDITS; PROVIDING FOR REFUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, grants the Village the governmental, corporate, and proprietary power to enable it to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for a municipal purpose except when expressly prohibited by law; and

WHEREAS, Section 163.3181, Florida Statutes, recognizes that impact fees are an important source of revenue for a municipality to use in funding the infrastructure necessitated by new growth and are an outgrowth of the home rule power of a municipality to provide certain services within its jurisdiction; and

WHEREAS, the Village Council wishes to impose impact fees on new development that are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by new residential or non-residential construction; and

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

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

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

Section 2. The Village Council hereby amends Chapter 6, "Buildings and Building Regulations," by adopting a new Article VI, "Impact Fees," to read as follows (additional language underlined):

ARTICLE VI. IMPACT FEES

Sec. 6-121. Intent and purpose.

The intent and purpose of these impact fee procedures are:

(a) To establish uniform procedures for the imposition, calculation, collection, expenditure, and administration of impact fees imposed on new development;

(b) To implement the goals, objectives, and policies of the village's comprehensive plan relating to assuring that new development contributes its fair share towards the costs of public facilities reasonably necessitated by new development;

(c) To ensure that new development is reasonably benefited by the provision of public facilities provided with the proceeds of impact fees; and

(d) To ensure that all applicable legal standards and criteria are properly incorporated in these procedures.

Sec. 6-122. Legislative findings.

The village council finds, determines, and declares that:

(a) In order to maintain current level of service standards for parks and recreation, public safety services (police and fire rescue), library services, solid waste services, and government services, the village must ensure that new development may be accommodated without decreasing current level of service standards.

(b) The State of Florida, through the enactment of Section 163.31801, Florida Statutes, finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth and that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction.

(c) The imposition of impact fees is one of the preferred methods of ensuring that new development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. Allocation of a proportionate share of costs promotes and protects the public health, safety, and general welfare of the residents of the village.

(d) Each of the types of land uses described in the schedule of impact fees set forth below shall create demands for the acquisition of, or expansion of, municipal services facilities and the construction of municipal services capital improvements.

(e) The report entitled "Impact Fee Study", dated July 2024 by Walter H. Keller of Marlin Engineering, Inc. sets forth a reasonable

methodology and analysis for the determination of the impact of new development on the need for and costs of additional municipal services capital facilities in the village and is based on the most recent and localized data.

(f) The impact fees set forth in this article are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by new residential or non-residential construction.

Sec. 6-123. Authority.

The village council is authorized to enact this section pursuant to Article VIII, Section 2(b) of the Florida Constitution and Sections 166.021 and 163.31801, Florida Statutes.

Sec. 6-124. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person or entity who seeks to develop land within the village by applying for a building permit for impact-generating land development.

Director means the community development director or other village employee designated by the director to review applications for building permits that require impact fee payments pursuant to this article.

Impact-generating land development is land development designed or intended to permit a use of the land that will contain more dwelling units or floor space than the existing use of the land in a manner that increases the demand for parks and recreation, public safety services (police and fire rescue), library services, solid waste services, and government services.

Sec. 6-125. Imposition of impact fees.

(a) Any person who applies for the issuance of a building permit for an impact-generating land development shall be required to pay impact fees in the manner and amounts set forth in this section. No building permit for any impact-generating development requiring payment of impact fees pursuant to this article shall be issued unless and until the impact fees hereby required have been paid either concurrently with or subsequent to the filing of a complete building permit application.

(b) No extension of a building permit issued after the adoption of this article for any impact-generating land development shall be granted unless and until the impact fees required by this article have been paid. In the event a building

permit is amended after issuance, the applicant shall pay the applicable impact fees in effect at the time the amended building permit is issued with credit being given for any previous fees paid.

(c) The impact fees due shall be determined by using the applicable fee schedule below:

Description	Unit	Park and Recreation	Public Safety	Library	Solid Waste	Governmental Services
Single Family Dwelling	DU	$1,696.00	$ 928.00	$1,007.00	$311.00	$665.00
Multi-Family Dwelling	DU	$1,040.00	$ 569.00	$ 617.00	$191.00	$407.00
Hotel/Motel	KSF/Room*	$ 984.00	$1,205.00	-	$181.00	$461.00
Commercial Retail	KSF	-	$1,205.00	-	$306.00	$485.00
Commercial Office	KSF	-	$1,205.00	-	$306.00	$576.00
Medical Office	KSF	-	$2,111.00	-	$306.00	$576.00
Warehouse – General Industrial	KSF	-	$1,205.00	-	$306.00	$264.00
Places of Worship	KSF	-	$1,149.00	-	$306.00	$584.00
Nursing Homes – ALF's	KSF/Bed**	-	$2,111.00	$ 388.00	$306.00	$584.00
Hospitals	KSF	-	$2,111.00	-	$306.00	$584.00
Schools	KSF	-	$1,149.00	-	$306.00	$328.00
Governmental Buildings	KSF	-	$1,149.00	-	$306.00	$584.00
Parks and Open Space	KSF/Acre***	-	$1,350.00	-	$937.00	$376.00

Notes: KSF is per one thousand (1,000) square feet of floor area.
*Hotel/Motel – impact fees are calculated per room except the Public Safety impact fee is calculated per KSF.
**Nursing Homes – ALF's – impact fees are calculated per KSF except the Library impact fee is calculated by bed.
***Parks and Open Space – impact fees are calculated per KSF except the Solid Waste impact fee is calculated by acreage.

(d) The director shall determine the appropriate land use category or categories for the proposed development. The determination shall be based on the categories listed in the fee schedule and the proposed primary use of the site. In the event the building permit covers multiple primary uses, the fees for each primary use shall be calculated separately and summed. If the type of development activity that a building permit is applied for is not specified in the impact fee table above, the director shall use the impact fee applicable to the most nearly comparable type of land use specified.

(e) If a development involves the replacement, expansion, and/or change of use related to an existing development, the impact fees due shall be determined by the difference between the fees that would otherwise have been due for the most recent use of the existing site and the fees for the proposed development or redevelopment.

Sec. 6-126. Establishment of trust funds.

(a) The impact fees collected by the village pursuant to this article shall be kept in separate accounts for each fee type and separate from other revenue of the village.

(b) Funds withdrawn from these accounts must be used solely in accordance with the provisions of this article. The disbursal of funds shall require the approval of the village council, upon recommendation of the village manager.

(c) Funds in these accounts shall be deemed to have been expended on a first-in, first-out basis.

Sec. 6-127. Use of funds collected; accounting and reporting.

(a) The funds collected by reason of the establishment of the park and recreation impact fee in accordance with this article shall be used solely for the purpose of administering, planning, acquiring, expanding, and developing park facilities and recreation open space, as well as the acquisition of additional land and amenities for public park and recreation purposes.

(b) The funds collected by reason of the establishment of the public safety services impact fee in accordance with this article shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to village public safety facilities, including the acquisition of police department, fire department, and emergency medical services vehicles.

(c) The funds collected by reason of the establishment of the library services impact fee in accordance with this article shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to village library facilities.

(d) The funds collected by reason of the establishment of the solid waste services impact fee in accordance with this article shall be used solely for the purpose of acquiring, equipping, and/or making capital improvements to the village's sanitation collection and administrative facilities, including the acquisition of sanitation vehicles with a life expectancy of over five (5) years.

(e) The funds collected by reason of the establishment of the government services impact fee in accordance with this article shall be used solely for the purpose of administering, planning, acquiring, expanding, and developing additional land, facilities, vehicles, and equipment for general government facilities. All vehicles and equipment shall have a life expectancy of over five (5) years.

(f) Funds collected by reason of the establishment of the park and recreation, public safety services, library services, solid waste services, and government services impact fees may be used for related land acquisition, land

improvement, design, engineering, and permitting costs, provided, however, that they shall not be used for maintenance, rehabilitation, repair, or replacement of existing facilities.

(g) Any funds on deposit not immediately necessary for expenditure shall be invested in interest-bearing accounts, and all income derived from the funds shall remain in the account.

(h) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent the facilities are of the type authorized by this article.

(i) The village shall be entitled to retain up to three percent (3%) of the impact fees collected to offset the actual administrative costs associated with the collection and use of said funds pursuant to this article.

(j) The village shall provide an accounting and reporting of impact fee collections and expenditures in a separate accounting fund. Audits of financial statements of the village must include an affidavit signed by the chief financial officer of the village stating that the village has complied with Section 163.31801, Florida Statutes.

Sec. 6-128. Developer credits.

(a) *General.*

(1) Any person who shall initiate any impact-generating land development may apply for a credit against any impact fee assessed pursuant to this part for any contribution, payment, construction, or dedication of land accepted and received by the village for those capital facilities.

(2) Credit for contributions, payments, construction, or dedications against one type of impact fee shall not be transferable to another type of impact fee. Credits shall be transferable between developments within the village.

(3) Credit shall be in an amount equal to the estimated fair market value of the land dedication or improvement at the time of the application, or the value of the contribution or payment at the time it is made.

(4) The village shall enter into a capital contribution front-ending agreement with any person who proposes or is required to dedicate or construct impact fee-eligible improvements.

(b) *Credit agreement procedures.*

(1) The determination of any credit shall be undertaken through the submission of an application that includes a draft capital contribution front-ending agreement, which shall be submitted to the director.

(2) If the proposed application involves credit for the dedication of land, the application agreement shall include the following information: a drawing and legal description of the land; the appraised fair market value of the land at the date a building permit is proposed to be issued for the impact-generating land development, prepared by a professional real estate appraiser; and if applicable, a certified copy of the development order in which the land was agreed to be dedicated.

(3) If the proposed application involves construction, the application shall include the proposed plan of the specific construction prepared and certified by a duly qualified and licensed Florida engineer or contractor; and the estimated cost of the proposed improvement, which shall be based on local information for similar improvements, along with the construction timetable for the completion thereof. Such estimated cost shall include the cost of construction or reconstruction, the cost of all labor and materials, the cost of all lands, property, rights, easements and franchises acquired, financing charges, interest prior to and during construction and for one year after completion of construction, cost of plans and specifications, surveys of estimates of costs and of revenues, cost of professional services, and all other expenses necessary or incident to determining the feasibility or practicability of such construction or reconstruction.

(4) If the proposed application involves a credit for any other contribution or payment, the application shall include a certified copy of the development order in which the contribution or payment was agreed; if payment has been made, proof of payment; or if payment has not been made, the proposed method of payment.

(5) Within fourteen (14) days of receipt of the proposed application for credit agreement, the director shall determine if the application is complete. If it is determined that the proposed application is not complete, the director shall mail a written statement to the applicant outlining the deficiencies. No further action shall be taken on the proposed

application until all deficiencies have been corrected or otherwise settled.

(6) Within forty-five (45) days after an application for credit is determined complete, the director shall review the application and determine if it meets the standards set forth in this section. If the application for credit agreement meets the standards set forth in this section, a capital contribution front-ending agreement shall be prepared and presented to the village council for consideration. It shall specifically outline the contribution, payment, construction, or land dedication; the time by which it shall be completed, dedicated, or paid, and any extensions thereof; and the dollar credit the applicant shall receive for the contribution, payment, or construction.

(c) *Use of credits.* Credits may be used by the credit holder to reduce impact fees that would otherwise be due from any development project within the village. The dollar value of the credits to be used shall be inflated or reduced by the same percentage by which the fee for the land use for which the credits shall be used has changed since the date of the credit agreement. Any credit amount not used within ten (10) years of the date of the credit agreement shall expire and be of no further value.

Sec. 6-129. Refunds.

If it is determined by the village that fee assessments collected pursuant to this article have not been spent or encumbered for expenditure by the end of the calendar quarter immediately following ten (10) years from the date that the fee was received, or if the land uses for which the fees were paid were never begun, then said funds shall be eligible for refund to the then-present owner in accordance with the following procedures:

(a) The then-present owner must petition the village council for the refund within one year following the end of the calendar quarter immediately following ten (10) years from the date on which the fee was received by the village.

(b) The petition must be submitted to the director and must contain:

(1) A notarized sworn statement that the petitioner is the current owner of the development site;

(2) A copy of the dated receipt issued for payment of the fee;

(3) A certified copy of the latest recorded deed;

(4) A copy of the most recent ad valorem tax bill; and

(5) Such other information which may be reasonably necessary to ascertain current ownership of the development site.

(c) Within sixty (60) days from the date of receipt of petition for refund, the director shall advise the petitioner and the village council of the determination of whether the fee requested for refund remains in the trust fund and has been there for ten (10) years. For the purpose of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made.

(d) If the money requested for refund is still in the trust fund account and has not been spent or encumbered by the end of the calendar quarter immediately following ten (10) years from the date the fees were paid, the money shall be returned.

(e) In the event that the building permit for which impact fees were paid has expired without opportunity for renewal and the permitted development has not begun, the entity that paid the fee may request a refund by filing an application for refund within ninety (90) days of the final expiration of the permit. The application shall contain a copy of the applicable development permit and evidence that the permit has expired and that the permitted development was not begun. The director shall review the application and make a written determination of whether it meets the standards of this subsection within thirty (30) days. If the determination is affirmative, the director shall cause the refund to be issued for ninety-seven percent (97%) of the original impact fee payment to the entity that paid the impact fee.

Sec. 6-130. Appeals of impact fee determinations.

(a) Any persons desiring to appeal the decision of the director regarding the assessment of an impact fee or a refund shall file with the village clerk a written notice of appeal to the village council within ten (10) days of the decision by the director.

(b) The notice of appeal shall include a full explanation of the reasons for the appeal, specifying the grounds therefor and containing any documentation which the applicant desires to be considered. The appeal shall contain the name and address of the person filing the appeal and shall state his/her capacity to act as a representative or agent if he/she is not the owner of the property to which the impact fees pertain.

(c) The village clerk shall schedule the appeal for the first village council meeting following thirty (30) days from receipt of the written notice of appeal to the village council. Postponement of the appeal date may be granted by the village clerk if a postponement is requested by either the applicant or the director in writing at least ten (10) days in advance of the scheduled village council meeting date.

(d) The applicant and the director shall each be given opportunity to make oral presentations before the village council.

(e) The village council, after hearing, shall have the power to affirm or reverse the decision of the director. In making its decision, the village council shall make written findings of fact and conclusions of law, and apply the standards in this part. If the village council reverses the decision of the director, it shall instruct the director to determine the outcome in accordance with its findings. In no case shall the village council have the authority to negotiate the amount of the fee, refund the fee, or waive the fee. The decision of the village council shall be final and not subject to further administrative appeal.

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

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

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

Section 6. This Ordinance shall take effect ninety (90) days after adoption. Impact fees shall not apply to building permits submitted prior to the effective date, unless amended or extended as set forth herein.

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

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, "IMPACT FEES;" PROVIDING FOR AN INTENT AND PURPOSE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF TRUST FUNDS; PROVIDING FOR THE USE OF FUNDS COLLECTED, ACCOUNTING, AND REPORTING; PROVIDING FOR CREDITS; PROVIDING FOR REFUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance: The proposed Ordinance imposes impact fees on new development to fund infrastructure necessitated by new growth. Such fees are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by new residential or non-residential construction. There are five categories of impact fees: Park and Recreation; Public Safety; Library; Solid Waste; and Governmental Services.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:

(1) There are no direct compliance costs that business may reasonably incur;
(2) The Ordinance imposes fees only on new land development that will contain more dwelling units or floor space than the existing use of land in a manner that increases demand for municipal facilities. The amount of the fee depends on the use of the land. The total impacts fees for a new single-family dwelling (that does not replace an existing single-family dwelling) are $4,607.00.
(3) Any regulatory costs associated with the collection and use of the impact fees will be offset by an administrative fee equal to three percent (3%) of the impact fees collected.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Unknown. The Ordinance applies only to land developers constructing new, non-replacement dwellings and commercial or industrial developments.

Village of North Palm Beach

Impact Fee Study

July 2024

PREPARED FOR:
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408

PREPARED BY:
MARLIN

Village of North Palm Beach

Impact Fee Study

Draft Tech Report

July 2024

PREPARED FOR:

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

PREPARED BY:

MARLIN Engineering, Inc.
3363 W Commercial Blvd, Suite 115
Fort Lauderdale, FL 33309

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I. Introduction

The Village of North Palm Beach, Florida engaged MARLIN Engineering, Inc. to prepare Impact Fees for the Village. This Technical Report documents the 2024 Impact Fee Study.

The first portion of the Technical Report provides information on the demographic analysis of the Village. Information from the 2020 U.S. Census and the 2022 American Community Survey are used to provide estimates of population and housing characteristics. Land use characteristics are presented based on information provided by the Palm Beach County Property Appraiser's Office.

Section III of the Technical Report addresses the methodology for preparing impact fees for the following governmental services: Parks and Recreation; Public Safety; Solid Waste; and Governmental Services. The Public Safety fee includes the Police and Fire Rescue services. This section reviews the methodology for preparing each of the various impact fees.

The Recreation and Open Space Impact Fee is developed in Section IV. An inventory of Village owned Active Parks are identified along with the land and improvement value. Programmed improvements from the Village's Capital Improvement Program (CIP) are presented. Per capita park costs are calculated and an Impact Fee Schedule is provided.

The Public Safety Impact Fee is addressed in Section V of the Report. An analysis of the Police, Fire and Rescue efforts are reported. The technical analysis of recent Public Safety budgets and the cost for residential and non-residential uses are presented. The Fee Schedule for the Public Safety Impact Fee is included in this Section of the Report.

Section VI of the Report reviews the Village's Library services. An inventory of existing facilities and library resources are presented. A technical review of recent Library budgets and projected capital improvements are described. A Fee Schedule for Library Impact Fees are described.

Solid Waste services are presented in Section VII. Existing solid waste equipment and projected capital improvements are discussed. A Fee Schedule for Solid Waste Impact Fees are given.

Section VIII addresses the Governmental Services Impact Fee. An inventory of Village buildings and equipment are tabulated. A Fee Schedule is presented for the Governmental Services Impact Fee.

II. Demographic Analysis

Population and Housing Characteristics

The population of the Village of North Palm Beach, Florida was 11,343 residents in 1990 and 12,064 residents in the 2000 U.S. Census. The Village population remained steady for the next 10 years having a 2010 resident population of 12,015. The Village's population increased to 13,160 residents in 2020. Information from the 2020 U.S. Census and the American Community Survey 2018-2022 data set was utilized to provide information on the Village's dwelling unit types, occupancy, seasonal units and persons per household. **Table 1** on the following page provides the 2015, 2020 and 2022 Village population and housing characteristics.

Table 2 utilizes the above information along with **Table 1** to estimate 2022 population and household characteristics for the Village of North Palm Beach. Growth in seasonal units and hotel motel units is expected to continue in the future. The 2015 – 2040 seasonal and weighted population estimates are rounded to the nearest hundred.

Table 1 – Village of North Palm Beach Population & Household Characteristics

2015 ACS Est	2020 Census	2022 ACS Est	2022-2015 Difference	Characteristic	% 2015	% 2020	% 2022
12,425	13,162	13,092	667	Total Pop			
12,396	13,128	13,063	667	Pop in H/H			
29	34	29	-	Pop in Group Qtrs			
0.23%	0.26%	0.20%	0.22%	% of Tot Pop in Group Qtrs			
7,979	8,023	8,420	441	Total Housing Units			
6,092	6,692	6,363	271	Occupied Units	76.4%	83.4%	75.6%
1,887	1,331	2,057	170	Vacant Units	23.6%	16.6%	24.4%
4,577	4,926	4,938	361	Owner Occupied	75.1%	73.6%	77.6%
1,515	1,766	1,425	(90)	Renter Occupied	24.9%	26.4%	22.4%
2.03	2.09	2.05	0	Avg H/H Size			
2.04	2.08	2.08	4%	Avg H/H Size - Owner			
2.01	2.15	1.95	-6%	Avg H/H Size - Renter			
9,354	10,007	10,291	937	Population in Owner Units	75.5%	76.2%	78.8%
3,042	3,049	2,772	(270)	Population in Renter Units	24.5%	23.2%	21.2%
				UNITS IN STRUCTURE			
7,979	8,023	8,420	441	Total housing units			
2,740	2,688	2,821	81	1-unit, detached	34.3%	33.5%	33.5%
482	262	275	(207)	1-unit, attached	6.0%	3.3%	3.3%
60	123	129	69	2 units	0.8%	1.5%	1.5%
245	303	318	73	3 or 4 units	3.1%	3.8%	3.8%
299	309	324	25	5 to 9 units	3.7%	3.9%	3.8%
822	637	668	(154)	10 to 19 units	10.3%	7.9%	7.9%
3,331	3,688	3,871	540	20 or more units	41.7%	46.0%	46.0%
-	13	14	14	Mobile home	0.0%	0.2%	0.2%
-	-	-	-	Boat, RV, Van, etc.	0.0%	0.0%	0.0%

Source: 2020 U.S. Census
2015, 2020 and 2022 American Community Survey 5 Year Estimates
Marlin Engineering, Inc.

Table 2 – Village of North Palm Beach 2020 Population & Household Characteristics

Selected Housing Characteristics	Analysis Sub-category	Total	%
Total Housing Units			
	Total	8,023	
	Year Round Units	6,692	83.4%
	Vacant & Seasonal	1,331	16.6%
Vacancy Status			
	Total	1,331	
	For Rent	196	2.4%
	Rented, Not Occupied	27	0.3%
	For Sale Only	98	1.2%
	Sold, Not Occupied	42	0.5%
	For Seasonal or Occasional Use	810	10.1%
	Other Vacant	158	2.0%
Units in Structure			
	Total	8,023	
	1, detached	2,687	33.5%
	1, attached	262	3.3%
	2 to 9	735	9.2%
	10 to 19	637	7.9%
	20 to 49	1,589	19.8%
	50 or more	2,098	26.1%
	Mobile Home	15	0.2%
Structure Type by Occupancy			
	Total	8,023	
Occupied Units		6,692	83.4%
	1, detached	2,676	33.4%
	1, attached	272	3.4%
	2 - 9 Units	669	8.3%
	10 or more Units	3,060	38.1%
	Mobile Home	15	0.2%
Vacant Units		1,331	16.6%
	1, detached	179	0.0%
	1, attached	10	0.1%
	2 - 9 Units	87	1.1%
	10 or more Units	1,055	13.1%

Source: 2020 US Census & American Community Survey 2018-2022 5 Yr Est.
Marlin Engineering, Inc.

The Village's year-round resident population serves as a basis for the State Revenue Sharing. The Village's peak population however occurs during the winter season. A better indicator of demands on public services can be measured by using a weighted population value. The seasonal units reported in the U.S. Census are utilized to estimate the peak seasonal population. The weighted population estimate averages the resident population for 7 months with the seasonal population averaged for 5 months. **Table 3** provides 2022 weighted population estimate for the Village. **Table 4** identifies population projections from the Palm Beach County Population Allocation Model and from the Florida Housing Data Clearing House.

Table 3 – Village of North Palm Beach 2022 Seasonal and Weighted Population

		Housing Units			Resident Pop in					
Unit Type	% Occ.	Occ Units	Vac Units	Total Units	Occupied Units	Persons Per HH	Vac Rate %	Seasonal Units	Persons Per HH	Seasonal Pop
Single Family	90.5%	2,803	293	3,096	7,385	2.63	9.5%	195	2.00	390
Multi-Family	66.8%	3,546	1,764	5,310	5,638	1.59	33.2%	1,550	1.59	2,465
Mobile Home	100.0%	14	0	14	40	2.86	0.0%	0	2.00	0
Resident Population		6,363	2,057	8,420	13,063	2.05	24.4%	1,745		2,855
		75.6%			2.05			20.7%		
				1.55						
Hotel/Motels								109	2.00	196
Peak Season Occ %								90.0%		
										3,051
Seasonal Population										16,114
Weighted Population										14,334

Source: US Census Bureau ACS 2018-2022
Marlin Engineering, Inc.
Group Quarters are not included

Table 4 – Village of North Palm Beach Future Population Estimates

Population Forecast Method	2022	2025	2030	2035	2040
2023 PBC Pop Allocation Model	12,862	13,053	13,297	13,503	13,838
FL Housing Data Clearinghouse	13,168	13,390	13,676	13,835	13,900
Rounded Resident Average	13,015	13,222	13,487	13,669	13,869

Source: Palm Beach County Planning, Zoning & Bldg Div., Property Appraiser, U.S.Census Bureau
Shimberg Ctr for Housing Studies, 2010 & 2020 U.S. Census & BEBR Univ of FL.
Marlin Engineering, Inc.

Existing Land Use by Land Use Type

The Palm Beach County Property Appraiser's (PBCPA) Tax Roll data for the Village was obtained. The Tax Roll information was dated January 1, 2023. The Tax Roll information includes all property parcels within the Village and indicates items such as ownership, PBCPA Use Code, Assessed Values, parcel size and floor area information. The Tax Roll information will be used to develop generation rate estimates for the impact fees.

Non-residential land use information is provided for a wide range of PBCPA use codes and by groups including Commercial uses (C); Office uses (O); Industrial uses (W); Institutional (I), Medical (M); and Parks (P). Dependent on the data analysis, land use groups may be combined or treated separately.

The Residential land use data provides single family parcels including townhouses. Multi-family information varies dependent on ownership. Condominium and cooperatives are given by ownership therefore, provide totals of all units. Rental properties of multi-family buildings are grouped by size of building: less than 10 units per building and 10 units or more. In these instances when the actual number of units was not provided the Palm Beach County GIS data was used to determine the number of units.

The Village PBCPA Tax Roll data was analyzed and grouped into major land use categories. **Table 5** provides the analysis of the non-residential floor area information by major land use categories. **Table 6** provides the residential tabulation and hotel/motel data.

Past Payment Credit identifies the payment of property taxes on vacant or undeveloped lands. **Table 7** provides this information.

Table 5 – Village of North Palm Beach Floor Area by Land Use

Land Use		Size (AC)	Flr Area (SF)	Group
Residential Uses				
Code	Land Use			
1000	Commercial - Vacant	14.46		
1100	Commercial - Stores	20.66	237,185	C
1200	Commercial - Stores, Offdices and Residential	10.68	155,481	C
1300	Commercial - Department Stores	1.54	41,816	C
1400	Commercial - Supermarket and Drug Store	2.72	24,163	C
1600	Commercial - Community Shopping Center	18.66	229,666	C
1700	Commercial - Office Bldgs -1-3 Stories (Non-Medical)	27.93	366,951	O
1704	Commercial - Office Bldgs -1-3 Stories (Non-Medical) Condo	9.69	230,000	O
1800	Commercial - Office Bldgs - 4+ Stories (Non-Medical)	2.78	52,044	O
1900	Commercial - Medical Office Bldgs - Up to 4 Stories	6.41	56,484	MO
2010	Commercial - Working Waterfront	23.05	47,596	C
2100	Commercial - Restaurants	8.66	36,676	C
2200	Commercial - Drive-In Restuarnts	2.35	8,724	C
2300	Commercial - Financial Institutions	7.37	39,347	C
2600	Commercial - Service Stations	4.25	16,357	C
2700	Commercial - Auto Sales & Repairs	13.17	121,959	C
2800	Commercial - Parking Lot - MH Park	0.43		
3300	Commercial - Nightclub/Lounge/Bar	0.35	2,937	C
3800	Golf Course	150.87	40,872	P&R
4000	Vacant Industrial	2.04		
4800	Industrial - Warehousing, Distribution	3.66	140,530	W
7100	Institutional - Religious	51.61	235,082	I
7200	Institutional - Private School/College	16.42	169,755	I
7600	Institutional - Mortuary/Cemetery	0.83	6,300	I
7800	Institutional - Sanitarium/Rest Home	2.70	40,888	N
8200	Institutional - Forest/Park/Recreation	317.93	19,451	P&R
8300	Institutional - Public County School	9.92	118,271	I
8700	Institutional - State Property	7.54		
8800	Institutional - U.S. Gov't Property	14.00		
8800	Institutional - Municipal Property	52.31	81,248	I
9100	Utility	2.20		
9400	R/W Buffer	1.71		
9500	River/Lakes	35.67		
9700	Outdoor Recreation/Park	11.41		
	Total Non-Residential	855.98	2,519,783	

Source: Palm Beach County Property Appraiser's Village Municipal Tax Roll - 1/1/2023
Palm Beach County GIS Data Hub Parcel Data Property Size
Marlin Engineering, Inc.

Table 6 – Village of North Palm Beach Housing Units by Type

Land Use		Size (AC)	Fl Area (SF)	Units	Totals
Residential Uses					
Code	Land Use				
0000	Residential - Vacant	10.54			7,980
0100	Single Family	653.92		2,488	
0110	Townhouse	15.67		183	
0300	Multi-Family - 10 or more Units	39.61		579	
0400	Condominium	180.73		4,267	
0510	Co-op	6.76		248	
0800	Multi-Family - < 5 Units	14.61		145	
0810	Multi-Family - 5 - 9 Units	4.96		70	
0900	Residential Common Areas	86.18			
3900	Hotel/Motel (Rooms)	2.45	40,062		109
	Total Residential	1,015.43			

Source: Palm Beach County Property Appraiser's Village Municipal Tax Roll - 1/1/2023
Palm Beach County GIS Data Hub Parcel Data Property Size
Marlin Engineering, Inc.

Table 7 – Past Payment Credit Calculation

Property Taxes For Vacant and Undeveloped Lands	
Taxable Values:	
Total Taxable Value	$3,315,053,322
Value of Vacant Property	$44,996,009
% of Total	1.36%
General Funds Receipts:	
Total Receipts	$33,019,933
Fund Balances	$16,043,376
Transfers	$1,875,194
Interest	$548,724
Net	$51,487,227
Property Taxes	$26,785,506
% of Total	52.02%
Past Payment Credit	0.71%

Source: Village of North Palm Beach
Palm Beach County Property Appraiser's 2023 Tax Roll
Marlin Engineering, Inc.

Capital Improvements

An analysis of recent and projected capital improvements was performed to identify the recent trends in for capital improvements in areas where impact fees are needed. **Tables 8** and **9** illustrate recent funding of capital improvements from FY 2019 through FY 2023 and future projections for FY 2024 through FY 2028. Additional discussion is provided in Sections on each impact fee.

Table 8 Capital Improvements FY 2019 – FY 2023

YEAR	FY2019 - 2023 Public Service Area Capital Improvements							COST
	Country Club	Park & Recreation	Police	Fire Rescue	Library	Solid Waste Collection	Governmental Adm	
2019	Pool Chiller, Pump Room Reno, Pool Resurfacing, Tennis Ct Drainage	Community Ctr Lighting, Resurface Pathways Anchorage Ph I & II		Cardiac Difibrillator		Vehicle Replacement		$1,385,768
	$482,000	$663,768	$0	$40,000	$0	$200,000	$0	
2020		Lakeside Pk Paths, Achorage Dog Fence, PH II	LPR Cameras, Kitchen Remodel*	BACF Station, Kitchen Remodel*		Vehicle Replacement, Public Wks Cmplx*	IT Software	$7,184,000
	$0	$925,000	$137,500	$100,500	$0	$5,940,000	$81,000	
2021	Lightning Detection System, Tennis Ct Lighting, Tennis Ct Fence		Patrol Boat Engine			Vehicle Replacement		$968,952
	$500,000	$0	$50,000	$0	$0	$418,952	$0	
2022	Pool Heater	Anchorage Boat Ramp				Vehicle Replacement		$366,070
	$70,000	$6,000	$0	$0	$0	$290,070	$0	
2023		Anchorage Boat Ramp		Cardiac Difibrillator, Power Stretchers	Front Lobby Reno	Vehicle Replacement	Webstreaming	$781,470
	$0	$75,000	$0	$240,000	$80,000	$342,570	$43,900	
Totals	$1,052,000	$1,669,768	$187,500	$380,500	$80,000	$7,191,592	$124,900	$10,686,260

Source: Village of North Palm Beach
Marlin Engineering, Inc.
Notes: * Partially Funded by Solid Waste Collection

Table 9 - Capital Improvements FY 2024 – FY 2028

YEAR	FY 2024 - 2028 Public Service Area Capital Improvements							COST
	Country Club	Park & Recreation	Police	Fire Rescue	Library	Solid Waste Collection	Governmental Services	
2024	Emergency Generator Swim Wall Dividers Tennis Ct New Const Tennis Ct Lighting/Fencing Clubhouse Imprvmts Pond Impvts	Community Ctr Enhance Lakeside Pk Bulkhead Osborne Pk BB Lighting Veteran's Pk Enhance Anchorage Ramp Reno Anchorage Path/Kayak Anchorage South	PSB Emerg Generator* Radio Replacement PSB A/C Automation*	PSB Emerg Generator* PSB A/C Automation*		Vehicle Replacement Emerg Generator		$5,379,384
	$1,990,000	$2,241,084	$563,300	$305,000	$0	$280,000	$0	
2025	Wash Plant Driving Range Impvt	Community Ctr Roof Replace Anchorage Sand Volleyball Ct Reno	Vehicles Replace Radio Replacement	SCBA Replacement	A/C Replace	Front Load Veh Replace	Village Hall Roof Replace	$4,402,860
	$1,250,000	$710,000	$542,860	$700,000	$600,000	$350,000	$250,000	
2026	Chipping Area Re-Design	Community Ctr Reno Anchorage South Seawall	Vehicles Replace Radio Replacement	Fire Rescue Veh Replace		Grapple Truck Replace		$3,097,860
	$45,000	$2,200,000	$542,860	$85,000	$0	$225,000	$0	
2027	GC Maint Trailer	Lakeside Shoreline Restore Lakeside Playground Replace Osborne Pk Enhance	Vehicles Replace Radio Replacement	Fire Engine Replace	Front Lobby Reno	GO-4 Replace Front Load Veh Replace		$3,272,860
	$150,000	$800,000	$542,860	$1,300,000	$50,000	$430,000	$0	
2028		Lakeside BB Ct Reno	Vehicles Replace Boat Engine Replace	Ambulance Replace				$1,229,560
	$0	$55,000	$374,560	$800,000	$0	$0	$0	
Totals	$3,435,000	$6,006,084	$2,566,440	$3,190,000	$650,000	$1,285,000	$250,000	$17,382,524

Source: Village of North Palm Beach
Marlin Engineering, Inc.
Notes: * Funded Jointly by Police and Fire Rescue Departments

III. Impact Fee Methodology

Overview

The authority for use of impact fees in Florida is established through local home rule power and ordinances and not by legislative authorization and statutory mandates. In 2011, the Florida Legislature placed the burden of establishing the reasonableness of an impact fee on the local government. The calculation of the impact fee must be based on the most recent and local data. While a specific impact fee methodology is not specified, the calculation of facility costs on a per capita and or floor area basis, credits for taxpayer capital contributions, collecting and expending fees by geographic areas and expending the collected fees within a limited time frame, are professionally accepted provisions.

Florida Impact Fees are generally categorized as one of two types: "Consumption Based" and or "Improvement Based." The methodology used for the Recreation and Open Space and Public Safety Impact Fees are presented in this Section.

Recreation and Open Space Impact Fee

The methodology for this fee establishes the value of the Village's recreation and open space facilities. The value includes existing improvements, contents and planned improvements. Any grant funding and or debt will be subtracted from the overall value. The resulting value will be reduced to account for past payment credits for vacant property. The population information will be used to determine a per capita cost. Two scenarios will be prepared: one based on resident population only and the housing unit type; and, a weighted population incorporating seasonal residents and hotel/motel units.

Note, the Village's Country Club which includes the golf course, clubhouse, tennis facility and swimming facility are funded by an enterprise process, these facilities are not included in the Recreation and Open Space Impact Fee.

The Recreation and Open Space Impact Fee per residential unit type is calculated based on the following formula:

$$R_F = P_U \times \{[(V_\$ - D_\$) / P_S\} - G_\$ - C_\$\}$$

Where:

R_F = The Recreation and Open Space Impact Fee Rate for the Housing Unit Type;

P_U = The Unit Population for the Specific Housing Unit Type;

$V_\$$ = The Total Value of Recreation & Open Space Facilities

$D_\$$ = The Outstanding Debt for the Recreation and Open Space Facilities;

P_S = The Population Based on Either the Resident or Weighted Scenario;

$G_\$$ = Available Revenue; and,

$C_{\$}$ = The Past Payment Credit.

Public Safety Impact Fee

The Village's Public Safety Impact Fee is comprised of two components: Police Services; and Fire-Rescue Services. The methodology for the Public Safety Impact Fee involves developing separate fees for each service and adding the fees together. Both fees are based on the land use type.

Police

The methodology for the Police Impact Fee establishes the value of the Village's Police facilities. The value includes the Public Safety Building (50%), existing improvements, contents and planned capital improvements. Any grant funding and or debt will be subtracted from the overall value. The resulting value is further reduced to account for past payment credits for vacant property. Police value will be developed considering a combination of Village capital costs. The weighted population information will be used to determine a per capita cost. The residential uses will be based on the housing unit type. Non-residential uses will be based on the size of the non-residential use. Police incident service experience will be used to assign the costs.

The Police Impact Fee per land use type is determined based on the following formula:

$$P_F = IR_P \times \{[(V_{\$} - D_{\$}) / P_W\} - R_{\$} - C_{\$}\}$$

Where:

P_F =The Law Police Impact Fee Rate for the Land Use Type

IR_P = The Police Incident Rate for the Specific Land Use

$V_{\$}$ = The Total Value of Police Facilities

$D_{\$}$ = The Outstanding Debt for Police Facilities

P_W = The Weighted Population

$R_{\$}$ = Available Revenue; and,

$C_{\$}$ = The Past Payment Credit.

Fire Rescue

The methodology for the Fire Rescue Fee also establishes the value of the Village's Fire Rescue facilities. The value includes land, existing improvements, contents and planned capital improvements. Any grant funding and or debt will be subtracted from the overall value. The resulting value is further reduced to account for past payment credits for vacant property. As appropriate, the Fire Rescue value will be developed considering a combination of Village capital costs. The weighted population information will be used to determine a per capita cost. Residential uses will be based on the housing unit type and non-residential uses will be based on the size of the non-residential use. Fire/Rescue call service experience will be used to assign the costs.

The Fire Rescue Impact Fee per land use type is determined based on the following formula:

$$FR_F = IR_{FR} \times \{[(V_\$ - D_\$) / P_W\} - R_\$ - C_\$\}$$

Where:

FR_F =The Fire Rescue Impact Fee Rate for the Land Use Type

IR_{FR} = The Fire Rescue Incident Rate for the Specific Land Use

$V_\$$ = The Total Value of Fire Rescue Facilities

$D_\$$ = The Outstanding Debt for Fire Rescue Facilities

P_W = The Weighted Population

$R_\$$ = Available Revenue; and,

$C_\$$ = The Past Payment Credit.

Public Safety Impact Fee

The Public Safety Impact Fee per land use type is determined based on the following formula:

$$PS_F = P_F + FR_F$$

Where:

PS_F =The Public Safety Impact Fee Rate for the Land Use Type

P_F =The Police Impact Fee Rate for the Land Use Type; and,

FR_F =The Fire Rescue Impact Fee Rate for the Land Use Type.

Library Impact Fee

The Library Impact Fee for the Village is stratified into two (2) components: Building; and, Materials. The Fee is collected countywide.

The Library Impact Fee Schedule is based on land use type: Residential; and, Non-Residential. The residential fee is based on the number of occupied units and the floor area size. The non-residential fee is limited to Nursing Home and ACLF land uses based on the size of the square foot size.

The Library Impact Fee per land use type is calculated based on the following formula:

$$L_F = P_U \times \{[(V_\$ - D_\$) / P_{WU}] - G_\$ - C_\$\}$$

Where:

L_F = The Library Impact Fee Rate for the Land Use Type

P_U = The Unit Population for the Specific Land Use

$V_\$$ = The Total Value Libraries & Library Collections in Dollars

$D_\$$ = The Outstanding Debt for Libraries & Library Collections Facilities in Dollars

P_{WU} = The Weighted Population

$G_\$$ = Available Revenues in Dollars; and,

$C_\$$ = The Past Payment Credit.

Solid Waste Impact Fee

The Solid Waste Impact Fee for the Village is stratified into two (2) components: Equipment; and Vehicles.

The Solid Waste Impact Fee Schedule is based on land use type: Residential; and, Non-Residential. The residential fee is based on the number of weighted single family and multifamily units. The non-residential fee is based on the number of acres of non-residential land uses.

The Solid Waste Impact Fee per land use type is calculated based on the following formula:

$$SW_F = T_U \times \{[(V_\$ - D_\$) / P_W] - G_\$ - C_\$\}$$

Where:

SW_F = The Solid Waste Impact Fee Rate for the Land Use Type

T_U = The tons per Unit for the Specific Land Use

$V_\$$ = The Total Value of Solid Waste Facilities in Dollars

$D_\$$ = The Outstanding Debt for Solid Waste Facilities in Dollars

P_W = The Weighted SF & MF DUs and Non-Residential Acres

$G_\$$ = Available Revenues in Dollars; and,

$C_\$$ = The Past Payment Credit.

Governmental Services

The Governmental Services Impact Fee for the Village is stratified into two (2) components: Village Hall; and Vehicles.

The Governmental Services Impact Fee Schedule is based on Public Building Units. The demand for Governmental Services utilizes an equal weighting of population and employment. The residential portion is based on the resident population in households, group quarters and non-resident population in seasonal dwellings and hotel/motel rooms. The non-residential fee is based on the employment associated with the Village area.

The Governmental Services Impact Fee per land use type is calculated based on the following formula:

$$G_F = T_U \times \{[(V_\$ - D_\$) / P_W] - G_\$ - C_\$\}$$

Where:

G_F = The Government Services Impact Fee Rate for the Land Use Type;

T_U = The tons per Unit for the Specific Land Use;

$V_\$$ = The Total Value of Village Hall Facilities in Dollars;

$D_\$$ = The Outstanding Debt for Village Hall Facilities in Dollars;

P_W = The Weighted Building Population and Employment;

$G_\$$ = Available Revenues in Dollars; and,

$C_\$$ = The Past Payment Credit.

IV. Recreation and Open Space Impact Fee

Overview

The Village of North Palm Beach has a wide variety of recreation and open space facilities. Some of these include the North Palm Beach Country Club with clubhouse, golf, tennis and swimming facilities. Other community and neighborhood parks include the Community Center, Anchorage Park and Anchorage Marina, Lakeside, Osborne and Veterans Memorial. All of these facilities are owned and operated by the Village.

The State of Florida operates John D MacArthur Beach State Park on the barrier island within the Village limits.

Village Recreation and Open Space Facilities

Information on the Village's recreation and open space facilities has been tabulated using Village and Palm Beach County Property Appraiser's information. The Village's property schedule for insurance purposes was also an important source of information.

The North Palm Beach Country Club is a major location for significant recreation activities with the 150-acre golf course, the large driving range, large clubhouse. tennis facilities and Olympic sized swimming facilities. A Village Enterprise Fund is established for the Country Club facilities and based on that the Country Club and facilities were excluded in the final Parks and Recreation Impact Fee effort. Likewise, John D MacArthur Beach State Park is also not included.

Table 10 provides the tabulation of all Village owned active Recreational and Open Space facilities. The improvement value and contents are based on the Village Insurance Property Schedule.

Table 10 – Village of North Palm Beach Park Inventory

Park	Size (Ac)	Building Value	Contents
Neigborhood Parks			
Anchorage	9.93	$1,025,509	$687,426
Anchorage Marina	9.37		$936,699
Lakeside	7.00	$54,694	$155,514
Osborne	12.65	$1,160,040	$425,072
Veteran's Memorial			$211,743
Community Parks			
Community Center	12.65	$0	$0
Community Center		$3,093,405	$111,100
Concession/Restroom Bldg		$152,364	$20,695
Other		$226,312	$21,610
Country Club	150.42		
Clubhouse		$20,261,955	$1,759,521
Golf		$576,209	$107,127
Tennis		$562,810	$16,766
Swimming Pool		$1,511,055	
Other		$53,474	$252,359
Total	202.02	$28,677,827	$4,705,632

Source: Village of North Palm Beach
PBC Property Appraiser's North Palm Beach Tax Roll 1/1/2023
Village Insurance Summary Report - RCV
Marlin Engineering, Inc.

The Village's recent capital improvements for parks and recreation totaling $1,669,768 were previously provided on **Table 8** (page 10). Proposed capital improvements for parks and recreation through FY 2028 totaling $6,006,084 were provided in **Table 9** (page 11).

Table 11, on the following page, highlights the funding basis for parks and recreation from FY 2019 through FY2028. General Revenues have provided 30.4% of the funds, Grants provided 40.2% and the Infrastructure Tax provided 4.6% of the funding.

Table 11 – Funding Basis for Parks FY2019 – FY 2028

Park and Recreation Capital Improvements			
Funding Source	Value	Funding Amount	%
Capital Improvements 2019-2023			
Total Improvement Costs	$1,919,768		
General Revenues		$492,000	25.6%
Grant Funding		$784,000	40.8%
Infrastructure Tax		$200,000	10.4%
Fund Balance		$443,768	23.1%
Capital Improvements 2024-2028			
Total Improvement Costs	$6,129,384		
General Revenues		$1,958,884	32.0%
Grant Funding		$2,453,500	40.0%
Infrastructure Tax		$367,000	6.0%
Special Project Funding		$500,000	8.2%
Fund Balance		$850,000	13.9%

Source: Village Finance Department
Marlin Engineering, Inc.

Per Capita Recreation and Open Space Cost

Per capita cost for Recreation and Open Space is provided in **Table 12**. **Table 12** is based on the 2030 resident and weighted population forecast. Because the Village has 202.52 acres of parks and recreation facilities when the North Palm Beach Country Club is included, the Park Level of Service is acceptable when **Table 12** is less than 4 acres of parks per 1,000 population. Note, the land values are not included in **Table 12** for conservative purposes.

Table 12– Village of North Palm Beach Per Capita Park Cost

Description	Level of Service	Existing Value	5 Yr Capital Improvements
Park Type & Value			
Neighborhood Parks	2 Acres per 1,000	$4,656,697	
Community Parks	2 Acres per 1,000	$3,625,486	
	4 Acres per 1,000	$8,282,183	$6,129,384
Total Value			$14,411,567
Level of Service	Village Parks (Acres)	Resident	Weighted
2022 Population		13,092	14,334
2022 LOS w/Village Owned Parks	52.02	52.37	57.34
2030 Population		13,487	14,768
2030 LOS w/City Owned Parks	52.02	3.86	3.52
Village Owned Active Parks Total Value			$14,411,567
Less Outstanding Debt			$0
Less Grants, Infrastructure Tax, etc.			$4,170,500
Citizen's Equity			$10,241,067
Past Payment Credit			0.71%
2030 Resident Cost Per Capita			$753.94
2030 Weighted Cost per Capita			$688.54

Source: Village of North Palm Beach
Marlin Engineering, Inc.

Maximum Possible Recreation and Open Space Impact Fee

Table 1 previously presented different housing unit types and population characteristics. The Resident Population Based numbers do not incorporate the seasonal population and therefore, only apply to residential dwelling units. Resident Population Based numbers include single family (and townhouse) units, multi-family dwellings and mobile homes.

The Weighted Population Based numbers incorporate seasonal population and hotel/motel rooms. This information is based on averaging seven months of resident population with five months of peak season population.

The per capita cost from **Table 12** is used with the housing unit population characteristics from **Table 1** to calculate the "Maximum Possible" Recreation and Open Space Impact Fee. **Table 13**, identifies the Impact Fee for different population-based conditions.

Table 13 – Maximum Possible Recreation & Open Space Impact Fee

Unit Type	Persons per Unit	Maximum Possible ROS Impact Fee
Resident Population Based:		
Single Family Dwelling	2.635	$1,986.39
Multi-Family Dwelling	1.590	$1,198.73
Mobile Home	2.857	$2,154.11
All Residential Units	2.053	$1,547.81
Weighted Population Based:		
Single Family Dwelling	2.593	$1,785.38
Multi-Family Dwelling	1.590	$1,094.78
Mobile Home	2.857	$1,967.16
All Residential Units	1.963	$1,351.60
Hotel/Motel Rooms	1.505	$1,036.25

Source: Marlin Engineering, Inc.

V. Public Safety Impact Fee

Overview

The Village Public Safety Department includes the Police and Fire Rescue Departments which are housed in the Public Safety Facility. The Police Department includes 39 sworn Police Officers, a records clerk, administrative assistant, a police service aide, a Crime Intelligence Analyst and a Functional Manager. There are 15 part-time personnel, 14 school crossing guards, 12 reserve officers and 4 non-sworn volunteers. The Department has 3 functional areas: operations/patrol; operations support/detective squad and internal affairs; and professional standards/accreditation/training.

There are 4 Patrol Squads assigned to work two shifts with a minimum of four Police Officers on each squad. The Detective Squad includes a Police Detective Sergeant, a Criminal Intelligence Analyst, 2 Police Detectives and 2 Police Detective/Crime Scene Investigators. A marine unit is available for the village waterways. The Police Department also performs code enforcement for the Village. It is estimated between FY2022 and FY2023, the Police Department addressed 439 code compliance items, issued 2,486 traffic warnings and prepared 334 traffic crash reports.

The Fire Department includes a Fire Chief, District Chief, a Senior Fire Inspector, a Fire Inspector an Administrative Coordinator, 3 Fire Rescue Captains, three Driver/Engineers, 15 Firefighter/Paramedics and 18 volunteers. The Fire Chief responds to emergency incidents and may serve in any capacity up to incident commander during man-made or natural disasters. The District Chief serves as a command officer at emergency operations. The Sr. Fire Inspector is responsible for existing business inspections and for code compliance and may provide initial cause investigation at fire scenes. The Fire Rescue Captains are each assigned a six-personnel shift with one being a Driver/Engineer. Each shift works a 24 hour on-duty/48 hour off-duty schedule. The mandatory minimum daily staffing is 5 people with 2 on Rescue/Ambulance and 3 on a Fire Engine. For the 3-year period between 2020 through 2022, an average of 1,952 yearly calls were received within the Village.

Police Crime Incident Experience

The Florida Incident Based Reporting System (FIBRS) was analyzed to identify land use crime rates for North Palm Beach. A total of 537 crime incidents were reported by the Village to the State and Federal Bureau of Investigation. **Table 14** stratifies the incident data to the Village land use categories.

Table 14 – Village Crime incident Experience by Land Use

Land Use	Amount	Unit	<------ Police ------> Calls	%	Call Rate
Single Family Residential	3,012	du	63	11.7%	0.0209
Multifamily Residential	5,408	du	133	24.8%	0.0246
Hotel/Motel	109	rms	7	1.3%	0.0642
Non-Res (Commercial, Office & Industrial)	1,807.920	sf	281	52.3%	0.1554
Institutional	651.540	sf	7	1.3%	0.0107
Recreation - Open Space	519.950	ac	46	8.6%	0.0885
			537	100%	

Source: Florida Incident Based Reporting System 2021 through 2Q 2023
Marlin Engineering, Inc.

Police Budget Review

The Village's recent capital improvements for Police totaling $155,000 were previously provided on **Table 8**, page 10. Proposed capital improvements for Police through FY 2028 totaling $2,261,440 were provided in **Table 9** on page 11.

Village Capital Improvement budget documents for Police Services were utilized to establish the recent budget trends of the Police Department. Five (5) years of proposed fiscal year budget documents provided ten (10) years of budget information. **Table 15** on the following page, summarizes the budget information. The majority of the funds (96%) are from the Village's General Revenues.

Table 15 – Village Police Department CIP Funding Basis

Police Capital Improvements			
Funding Source	Value	Funding Amount	%
Capital Improvements 2019-2023			
Total Improvement Costs	$155,000		
General Revenues		$50,000	32.3%
Other		$105,000	67.7%
Capital Improvements 2024-2028			
Total Improvement Costs	$2,261,440		
General Revenues		$2,261,440	100.0%

Source: Village Finance Department
Marlin Engineering, Inc.

Police Per Capita & Floor Area Cost

The Village Wide Asset List provided a listing of equipment and vehicles utilized by the Police Department (see **Table 16**). The Police Services value is also shown in **Table 16**. The Police Services value includes 50% of the Public Safety Building, equipment and vehicles and proposed capital improvements funded.

Table 16 – Village Police Department Equipment and Vehicles

Equipment & Vehicles	Value
Boats, Motors & Equip	$424,112
25 Passenger Van	$69,758
Trucks	$320,256
Cars	$623,367
MPH Trailer	$62,875
Boat Trailer	$27,981
Utility Vehicles	$576,331
Motorcycles & Trailers	$59,536
Computers	$20,209
Communication & Radios	$218,217
Cameras	$69,051
Public Safety Evidence Rm	$78,532
Equipment and Tools	$96,605
	$2,646,830

Source: Village Wide Asset List
Marlin Engineering, Inc.

Table 17 – Police Per Capita & Floor Area Cost

Station/Facility	Size (GSF)	Building	Value
Public Safety Building (50%)	27,664	$2,221,714	
Police Equipment & Vehicles			$2,646,830
Police Capital Outlay FY24-28			$2,766,337
Less Vehicle & Equipment Changes			$891,584
Total			$4,521,583
Population Served	13,063		
	14,334		
Non-Residential Fl Area Served	2,520		
Total Value			$4,521,583
Less Outstanding Debt			$0
Less Grant Funding			$0
Past Payment Credit			0.71%
Citizen's Equity			$4,489,480
Cost Per 2022 Resident Population			$125.44
Cost Per 2022 Weighted Population			$114.32
Cost Per 1,000 SF Non-Residential Floor Area			$1,131.39

Source: Village Finance Department
North Palm Beach Insurance Report
Marlin Engineering, Inc.

Fire Incident Review

The Village Fire Chief printed a tabulation of Village Fire Rescue incidents which occurred in the first 148 days of 2024. A total of 1,070 incident were noted in 47 incident types (see **Table 18** on the following page). Note, the table was adjusted to reflect one year of activities.

Table 18 – Fire 2024 Estimated Incidents

Land Use	Amount	Unit	<------ Fire ------> Calls	%	Call Rate	<------ EMS ------> Calls	%	Call Rate
Single Family Residential	3,110	du	96	22.0%	0.0309	570	27.1%	0.1833
Multifamily Residential	5,310	du	237	54.2%	0.0446	861	40.9%	0.1621
Non-Res (Commercial, Office & Industrial)	1,791.494	sf	69	15.8%	0.0385	372	17.7%	0.2076
Medical Office, Clinics, Nursing Homes	97.372	sf	15	3.4%	0.1540	215	10.2%	2.2080
Institutional	630.107	sf	15	3.4%	0.0238	72	3.4%	0.1143
Recreation - Open Space	519.950	ac	5	1.1%	0.0096	15	0.7%	0.0288
			437	100%		2,105	100%	

Source: Village of North Palm Beach Fire Rescue Department
Marlin Engineering, Inc.

Fire Capital Budget Review

The Village's recent capital improvements for Fire totaling $348,000 were previously provided on **Table 8**, page 10. Proposed capital improvements for Fire through FY 2028 totaling $2,885,000 were provided in **Table 9** on page 11.

Village Capital Improvement budget documents for Fire Services were utilized to establish the recent budget trends of the Fire Department. Five (5) years of proposed fiscal year budget documents provided ten (10) years of budget information. **Table 19** below, summarizes the budget information. The majority of the FY2024 – FY2028 funds (73%) will incur debt or special projects sources (24%).

Table 19 – Village Fire Department CIP Funding Basis

Fire Capital Improvements			
Funding Source	Value	Funding Amount	%
Capital Improvements 2019-2023			
Total Improvement Costs	$348,000		
Grant Funding		$348,000	100.0%
Capital Improvements 2024-2028			
Total Improvement Costs	$2,885,000		
General Revenues		$85,000	2.9%
Special Projects		$700,000	24.3%
Debt		$2,100,000	72.8%

Source: Village Finance Department
Marlin Engineering, Inc.

Fire Department Per Capita & Floor Area Cost

The Village Wide Asset List provided a listing of equipment and vehicles utilized by the Fire Department (see **Table 20**). The Fire Department Services value is shown in **Table 21** on the following page. The Fire Services value includes 50% of the Public Safety Building, Fire engines, equipment and proposed capital improvements funded.

Table 20 – Village Fire Department Fire Engines and Equipment

Fire Engines and Equipment	Value
Fire Engine E1	$282,806
Fire Engine Pumper	$242,809
Fire Engine Aerial Ladder	$1,008,600
2021 Ambulance	$312,203
Trucks	$121,828
Equipment & Tools	$756,145
Communication & Radios	$1,885
Cameras	$31,125
	$2,757,401

Source: Village Wide Asset List
Marlin Engineering, Inc.

Table 21 – Fire Rescue Per Capita and Floor Area Cost

Station/Facility	Size (GSF)		Building	Value
Public Safety Building (50%)	27,664		$2,221,714	$2,221,714
Fire Rescue Equip & Vehicles				$2,757,401
Fire Capital Outlay FY24-28				$2,885,000
Less Fire Vehicles & Equip Changed				$505,860
Total				$7,358,255
Population Served	13,063	(2022 Resident Pop Est)		
	14,334	(2022 Weighted Pop Est)		
Non-Residential Fl Area Served	2,757	(SF in 000's)		
Total Value				$7,358,255
Less Outstanding Debt				$2,100,000
Less Grant Funding				$0
Citizen's Equity				$5,258,255
Past Payment Credit				0.71%
Per Call Capital Cost	Fire	$7,831.69	EMS	$1,824.44
Residential Unit Captial Cost	Fire	$236.25	EMS	$210.83
Non-Residential Fl Area (000's)	Fire	$246.65	EMS	$331.64

Source: Village Finance Department
North Palm Beach Insurance Inventory & Schedule of Values
Marlin Engineering, Inc.

Maximum Possible Public Safety Impact Fee

The "Maximum Possible" Public Safety Impact Fee is reported in **Table 22** on the following page. The Table is calculated from the Police, Fire and Rescue categories. The resulting Impact Fee is based on the Dwelling Unit Type for Residential Fees and by the Floor Area in Thousands of Square Feet by Land Use Type. The Fee is rounded to the nearest dollar.

Table 22 – Maximum Possible Public Safety Impact Fee by Land Use Type

Land Use	Police	Fire	Rescue	Max Possible Public Safety Impact Fee*
Residential (Per Dwelling Unit)				
Single Family Dwelling	$ 296.42	$ 359.85	$ 321.13	$ 977.40
Multi-Family Dwelling	$ 181.76	$ 220.66	$ 196.91	$ 599.33
Mobile Home	$ 326.60	$ 396.49	$ 353.82	$ 1,076.92
Non-Residential (Per 1,000 SF of Floor Area)				
Commerical				
General Commercial	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
Restaurant	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
Hotel-Motel	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
Offices	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
Medical Offices	$1,131.28	$ 216.30	$ 875.02	$ 2,222.60
Industrial				
Warehouse - Distribution	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
General Industrial	$1,131.28	$ 54.86	$ 82.55	$ 1,268.69
Community Facilities & Institutional				
Churches	$1,131.28	$ 33.43	$ 45.07	$ 1,209.78
Hospital	$1,131.28	$ 216.30	$ 875.02	$ 2,222.60
Nursing Home-Asst Lvg	$1,131.28	$ 216.30	$ 875.02	$ 2,222.60
Schools	$1,131.28	$ 33.43	$ 45.07	$ 1,209.78
Government Bldgs	$1,131.28	$ 33.43	$ 45.07	$ 1,209.78
Clubs, Lodges & Union Halls	$1,131.28	$ 33.43	$ 45.07	$ 1,209.78
Utilities	$1,131.28	$ 33.43	$ 45.07	$ 1,209.78
Non-Residential (Per 1,000 SF of Floor Area)				
Recreation				
Public Park & Open Space	$1,131.28	$ 158.28	$ 132.48	$ 1,422.04

Source: Marlin Engineering, Inc. * Max Possible Fee Rounded to Nearest Cent

VI. Library Impact Fee

Overview

The Village Library was dedicated in October 1969. The free standing, two-story Library is in the western portion of the Village Hall Complex. The building totals 24,045 square feet and includes a multi-purpose room, a Florida book collection, a genealogy section, the local history and archives section, a main reading area, a children's library and a computer lab. The library is open six days a week with print and media items. Additional electronic resources are available through the library's website.

Data and Analysis

Table 23 below, presents an inventory of the library collection.

Table 23 – Village Library Collection and Value

Description	Volumes	Value
Adult Section		
Books	17,048	
Magazines	397	
DVDs	3,070	
Audiobooks on CD	363	
Weekly Newspapers	6	
Youth Section		
Books	9,956	
DVDs	512	
Audiobooks on CD	21	
Village Owned Digital Collection		
eBooks	10,712	
eAudiobooks	4,249	
Consortium Access (via Cloudlibrary/Libby Apps)		
eBooks	202,497	
eAudiobooks	140,630	
	389,461	$942,177
Total Volumes (owned physical & digital items	51,139	6/19/24
Circulation of Items in FY2023	81,666	

Source: Village Library Collections Inventory - January 2024
Marlin Engineering, Inc.

Library Capital Budget Review

The Village's recent capital improvements for the Library totaled $80,000 were previously provided on **Table 8** (page 10). Proposed capital improvements for the Library through FY 2028 totaling $650,000 were provided in **Table 9** (page 11).

Village Capital Improvement budget documents for Library Services were utilized to establish the recent budget trends of the Fire Department. Five (5) years of proposed fiscal year budget documents provided ten (10) years of budget information. **Table 24** below, summarizes the budget information. The majority of the FY2024 - FY2028 funds will require special projects sources (92%).

Table 24 – Village Library CIP Funding Basis

Library Capital Improvements			
Funding Source	Value	Funding Amount	%
Capital Improvements 2019-2023			
Total Improvement Costs	$80,000		
Grant Funding		$40,000	50.0%
Friends of the Library		$40,000	50.0%
Capital Improvements 2024-2028			
Total Improvement Costs	$650,000		
Special Projects		$600,000	92.3%
General Revenues		$25,000	3.8%
Friends of the Library		$25,000	3.8%

Source: Village Finance Department
Marlin Engineering, Inc.

Library Per Capita & Floor Area Cost

Per capita costs for the Library are provided in **Table 25** on the following page. **Table 25** is based on the 2030 weighted population forecast. **Table 26** presents the maximum Library Impact Fee by land use type.

Table 25 – Village Library Per Capita & Floor Area Cost

Description	Size (SF)	Building	Contents
Village Library	24,045	$2,884,156	$2,107,567
EDP		$123,422	
Village Library Collection Value		$942,177	
Subtotal Existing Library Value		$3,949,755	$2,107,567
2024 Library Total Value			$6,057,322
5 YR Library CIP Improvements		$650,000	$6,707,322
Total Volumes (owned physical & digital items)	51,139		
	Resident	Weighted	
2022 Population Served	13,092	14,334	
Volumes per Capita	3.91	3.57	
Area per Capita	1.84	1.68	
2030 Population Served	13,487	14,768	
Total Value			$6,707,322
Outstanding Debt			$0
Less Grant and Special Project Funding			$625,000
Citizen Equity			$6,082,322
Past Payment Credit			0.71%
2030 Weighted Population Served			14,768
Cost Per Capita			$408.94
Building			$345.33
Collections			$63.61

Source: Village Library Collections Inventory - January 2024
Village Insurance Report 2024
Marlin Engineering, Inc.

Table 26 – Village Library Maximum Impact Fee

Residential	Unit	Weighted Population Per Unit	Library Building Costs	Library Collections Costs	Maximum Library Impact Fee
Single Family	Dwelling	2.593	$895.45	$164.94	$1,060.39
Multi-Family	Dwelling	1.590	$549.08	$101.14	$650.22
Mobile Home	Dwelling	2.857	$986.61	$181.73	$1,168.34
Nursing Home/ACLF	Bed	1.000	$345.33	$63.61	$408.94

Source: Marlin Engineering, Inc.

VII. Solid Waste Impact Fee

Overview

The Village Solid Waste Division is one of five (5) divisions of the Public Works Department. The Field Operations Manager is responsible for Solid Waste and Streets and Stormwater Maintenance for the Department. Other staff in the division include a Foreman, 14 Solid Waste Drivers/Operators and 5 Solid Waste Collectors.

The Division provides residential side door refuse collection with garbage and vegetation (Monday, Wednesday and Friday). Plastic and glass recycling (Blue Bin) and Bulk items for single family on Tuesday. Multi-Family paper (Yellow Bin) and bulk items are collected on Thursday. Dumpster service for multi-family building occurs 3 days per week and once per week for recycling. Commercial dumpsters are collected at various times during the week with cardboard collection twice per week and recycling once per week.

Data and Analysis

The Solid Waste Division collected 10,725 tons of solid waste in FY 2022. Recycling efforts in FY 2022 yielded 522 tons of glass and plastic. Additionally, 741 tons of paper and cardboard were also recycled. The Division is comprised of 22 vehicles which collect throughout the Village. Other equipment at the Public Works complex includes a wash rack and Dump Bed with Tipper. **Table 27** on the following page, presents an inventory of the Division's existing vehicles and collection equipment.

Table 27 – Village Solid Waste Vehicles and Value

Unit #	Year	Vehicle Type	Current Value
366	2014	Ford F150	$ -
379	2015	Mack Front Loader	$ 61,269
380	2015	Mack Front Loader	$ 61,269
386	2016	Mack Grapple Truck	$ 40,500
411	2019	Ford F150	$ 17,669
420	2019	Mack Rear Loader	$ 153,682
424	2020	Mack Rear Loader	$ 169,934
436	2021	Mack Rear Loader	$ 200,876
439	2022	Mack Grapple Truck	$ 167,111
445	2022	Mack Front Loader	$ 297,939
7001	2023	Mack Rear Loader	$ 155,877
7002	2023	Peterbilt Front Loader	$ 305,406
G 1	2019	Go 4 Interceptor	$ 25,716
G 2	2019	Go 4 Interceptor	$ 23,659
G 3	2022	Go 4 Interceptor	$ 32,156
G 4	2022	Go 4 Interceptor	$ 32,156
G 5	2022	Go 4 Interceptor	$ 32,156
G 6	2022	Go 4 Interceptor	$ 32,156
G 7	2022	Go 4 Interceptor	$ 32,156
G 8	2022	Go 4 Interceptor	$ 34,850
G 9	2022	Go 4 Interceptor	$ 34,850
G 10	2022	Go 4 Interceptor	$ 34,850
			$ 1,946,237

Source: Village Public Works Department
Marlin Engineering, Inc.

Solid Waste Capital Budget Review

The Village's recent capital improvements for Solid Waste totaled $1,691,592 were previously provided on **Table 8** (page 10). Proposed capital improvements for the Solid Waste through FY 2028 totaling $1,005,000 were provided in **Table 9** (page 11).

Table 28, summarizes the budget information. The majority of the FY2024 - FY2028 funds are providing replacement vehicles for the Division and will incur debt (92%).

Table 28 – Village Solid Waste CIP Funding Basis

Solid Waste Capital Improvements			
Funding Source	Value	Funding Amount	%
Capital Improvements 2019-2023			
Total Improvement Costs	$1,691,592		
General Revenues		$1,271,592	75.2%
Grant Funding		$220,000	13.0%
Other		$200,000	11.8%
Capital Improvements 2024-2028			
Total Improvement Costs	$1,005,000		
Debt		$925,000	92.0%
General Revenues		$80,000	8.0%

Source: Village Finance Department
Marlin Engineering, Inc.

Solid Waste Per Capita and Floor Area Cost

The Capital Improvement Program for the Solid Waste Division projects significant replacement of older vehicles in the FY2024 through FY 2028 time frame. The newer vehicles will increase the value of the Solid Waste Division however the majority of the improvements will incur debt which will subtract from the Citizen's Equity.

Weighted per capita and non-residential acreage costs for the Solid Waste Division are provided in **Table 29** on the following page. **Table 29** is based on the 2022 weighted population and the acreage cost per non-residential acres. The Property Appraiser's land use and floor area information from **Table 5** on page 7 was used to develop solid waste cost factors for different non-residential land uses by floor area. **Table 30** provides the maximum Solid Waste Impact Fee by Land Use type.

Table 29 – Village Solid Waste Per Capita and Non-Residential Acreage Cost

Description	Size (SF)	Building	Contents
Solid Waste Division	TBD	$300,000	$65,000
EDP +PITO		$37,500	
Vehicles		$ 1,946,237	
Subtotal Existing Solid Waste Value		$2,283,737	$65,000
2024 Solid Waste Total Value			$2,348,737
Less Vehicles Replaced			$276,726
FY 2024-2028 Vehicles & CIP Improvements			$1,473,000
2028 Solid Waste Value			$3,545,011
	Resident	Weighted	
2022 Population Served	13,092	14,334	
2030 Population Served	13,487	14,107	
2023 Non-Residential Acres	803.81		
Total			$3,545,011
Outstanding Debt			$925,000
Less Grant and Special Project Funding			$0
Citizen Equity			$2,620,011
Past Payment Credit			0.71%
			$2,601,409
Cost Per 2022 Weighted Capita			$126.62
Cost Non Residential (AC)			$978.46

Source: Village Solid Waste Division Inventory - January 2024
Village Insurance Report 2024
Marlin Engineering, Inc.

Table 30 – Village Solid Waste Impact Fee by Land Use Type

Description	Unit	Weighted Population Per Unit	Solid Waste Costs	Max Solid Waste Impact Fee
Single Family	Dwelling	2.593	$328.32	$328.32
Multi-Family	Dwelling	1.590	$201.32	$201.32
Mobile Home	Dwelling	2.857	$361.74	$361.74
Hotel/Motel	Room	1.505	$190.56	$190.56
Commercial Retail	KSF	-	$322.15	$322.15
Commercial Office	KSF	-	$322.15	$322.15
Medical Offices	KSF	-	$322.15	$322.15
Warehouse - Gen Industrial	KSF	-	$322.15	$322.15
Churches	KSF	-	$322.15	$322.15
Nursing Homes	KSF	-	$322.15	$322.15
Schools (Public and Private)	KSF		$322.15	$322.15
Parks and Open Space	Ac	-	$978.46	$978.46

Source: Marlin Engineering, Inc.

VIII. Governmental Services Impact Fee

Overview

The Governmental Services portion of the Village of North Palm Beach includes General Government. The majority of these activities take place within the Village Hall located at 501 US Highway 1, although some take place off-site of Village Hall. General Government includes the following: the Village Council, Village Manager, Village Attorney, Village Clerk, Human Resources and Risk Management, Information Technology, Finance and Village Hall.

The Community Development Department is located off-site of Village Hall at 701 US Highway 1 and includes the Building Division, the Code Compliance Division and the Planning and Zoning Division.

Data and Analysis

Information from the Palm Beach County Property Appraiser, the Village Insurance Report and the Village Wide Active Asset list were the basis for identifying the value of the Government Services associated with Village Hall and the Community Development Department. **Table 31** provides a listing of the various departments and equipment values.

Table 31 – Village Governmental Services Contents & Values

Department	Location	Value
Village Clerk	Village Hall	$23,901
Finance	Village Hall	$22,038
Information Technology	Village Hall	$150,160
Village Hall Other	Village Hall	$123,931
General Services	Village Hall	$2,426,453
		$2,746,483
Planning & Community Dev.	Off-Site	$83,682
Building Division	Off-Site	$105,008
Vehicles for General Services		$165,859
		$3,101,032

Source: Village Insurance Report 2024
Village Wide Asset Report
Marlin Engineering, Inc.

Governmental Services Capital Budget Review

The Village's recent capital improvements for Government Services totaled $124,900 were previously provided on **Table 8**. Proposed capital improvements for the Government Services through FY 2028 totaling $250,000 were provided in **Table 9**.

Table 32 summarizes the budget information. The majority of the FY2024 - FY2028 funds are replacing the roof of Village Hall and will be funded from the Village's General Revenues.

Table 32 – Village General Governmental Services CIP Funding Basis

Governmental Services Capital Improvements			
Funding Source	Value	Funding Amount	
Capital Improvements 2019-2023			
Total Improvement Costs	$124,900		
General Revenues		$124,900	100.0%
Capital Improvements 2024-2028			
Total Improvement Costs	$250,000		
General Revenues		$250,000	100.0%

Source: Village Finance Department
Marlin Engineering, Inc.

The Governmental Services Impact Fee is based on Public Building Units. There is an equal weighting of population and employment. The Residential Fee is based on the unit type: Single Family, and Multi-family. Mobile Homes are considered single family for this fee. Employment is used for the non-residential land uses. Employment within the Village was based on the Census OTM estimate with reductions associated with the existing hotel/motel and the NPB Country Club. **Table 33** illustrates the calculation of Public Building Units.

Table 33 – Public Building Units

Year	Resident Population	Weighted Population	Total Employment	Employment-Weighted Pop Ratio	%
2015	12,425	13,455	4,975	36.98%	
2020	13,162	14,334	4,594	32.05%	
			Avg Ratio =	34.52%	
2022	13,063	14,334	4,709	32.85%	
Public Building Units :					
	Resident Population		13,092		
	Households			13,063	62.90%
	Group Quarters			29	0.14%
	Non-Resident Population		3,051		
	Seasonal Units			2,855	13.75%
	Hotel-Motel Rooms			196	0.94%
	Employment		4,625		22.27%
	Total Public Bldg Units =		20,768		

Source: U.S. 2020 Census and 2015, 2020 and 2022 ACS
U.S. Census OTM 2021, 2020 and 2015
Marlin Engineering, Inc.

The total cost of a Public Building Unit is provided in **Table 34**. The Governmental Services cost by Land Use is provided in **Table 35**.

Table 34 – Governmental Services Cost per Public Building Unit

Description	Size (SF)	Building	Contents
Village Hall	10,381	$2,493,590	$2,746,483
Site Improvements			$54,643
Off-Site Offices - Computers & Equipment			$188,690
Vehicles for Town Hall Departments			$165,859
			$5,649,265
Total Value			$5,649,265
Total Public Bldg Units			20,768
Outstanding Debt			$0
Grant Funding			$0
Citizen's Equity			$5,649,265
Past Payment Credit			0.71%
Cost Per Bldg Unit			$270.09

Source: Village Insurance Report 2024
Village Asset Report
Marlin Engineering, Inc.

Table 35 – Governmental Services Impact Fee by Land Use

Land Use	Unit	Factor	Governmental Services Impact Fee	Max Gov. Services Impact Fee
Residential				
Single Family	Dwelling	2.593	$700.34	$700.34
Multi-Family	Dwelling	1.590	$429.44	$429.44
Mobile Home	Dwelling	2.857	$771.65	$771.65
Hotel/Motel	Room	1.798	$485.62	$485.62
Non-Residential				
Commercial	Per KSF	1.891	$510.74	$510.74
Office	Per KSF	2.245	$606.35	$606.35
Industrial	Per KSF	1.032	$278.73	$278.73
Institutional	Per KSF	2.278	$615.27	$615.27
Schools (Public & Private)	Per KSF	1.281	$345.99	$345.99
Park and Recreation	Per KSF	1.466	$395.95	$395.95

Source: Marlin Engineering, Inc.

IX. Summary and Conclusions

This Technical Report utilizes a methodology to determine an initial Village of North Palm Beach Impact Fee for the following public services: Park and Recreation, Public Safety, Library, Solid Waste and Governmental Services. The study has analyzed population and housing characteristics, evaluated the 2023 Village Property Appraiser's Tax Roll and inventoried the facilities of the of the various departments for which the impact fees are proposed. The Village's Capital Improvement revenues and expenses were studied for a 10-year period to ascertain on-going improvement needs and funding.

Table 36 below, illustrates the maximum draft Impact Fee for different land uses.

Table 36 – Village's Draft Maximum Impact Fee for Different Land Uses

Description	Unit	Park and Recreation	Public Safety	Library	Solid Waste	Governmental Services	Max. Total Impact Fee
Single Family Dwelling	DU	$1,785.38	$977.40	$1,060.39	$328.32	$700.34	$4,851.83
Multi-Family Dwelling	DU	$1,094.78	$599.33	$650.22	$201.32	$429.44	$2,975.09
Hotel/Motel	KSF/Rm	$1,036.25	$1,268.69	-	$190.56	$485.62	$2,981.12
Commercial Retail	KSF	-	$1,268.69	-	$322.15	$510.74	$2,101.58
Commercial Office	KSF	-	$1,268.69	-	$322.15	$606.35	$2,197.19
Medical Offices	KSF	-	$2,222.60	-	$322.15	$606.35	$3,151.10
Warehouse - Gen Industrial	KSF	-	$1,268.69	-	$322.15	$278.73	$1,869.57
Churches	KSF	-	$1,209.78	-	$322.15	$615.27	$2,147.20
Nursing Homes	KSF/Bed	-	$2,222.60	$408.94	$322.15	$615.27	$3,568.96
Hospital, Clinics	KSF	-	$2,222.60	-	$322.15	$615.27	$3,160.02
Schools	KSF	-	$1,209.78	-	$322.15	$345.99	$1,877.92
Government Buildings	KSF	-	$1,209.78	-	$322.15	$615.27	$2,147.20
Parks and Open Space	KSF/Ac	-	$1,422.04	-	$987.10	$395.95	$2,805.09

Source: Marlin Engineering, Inc.

Notes: KSF is per 1,000 SF of Floor Area
Hotel/Motel is per Room except it is by KSF for Public Safety
Nursing Homes is per KSF except it is by Bed for Library
Parks and Open Space is by KSF except it is by Ac for Solid Waste

MARLIN

Sent Via Email

August 11, 2024

Caryn Gardner-Young
Community Development Director
Village of North Palm Beach
420 US Hwy 1, Suite 21
North Palm Beach, FL 33408

RE: Village Impact Fee Study – 2nd Ordinance Reading

Dear Ms. Gardner-Young:

The Village Council approved reducing the individual Impact Fees to 95% of the maximum impact fee at the meeting on August 8, 2024. Limiting the impact fees to 95% is also a reduction of 5%.

Three tables are attached which identify the impact fees at 95% of the maximum impact fee. For example, the Park and Recreation Impact Fee for single family uses was reduced from $1,785.38 to $1,696.11. Additionally, the fee was further reduced to the lower whole number of $1,696.00 since impact fees are easier to implement at whole numbers. Reducing to the lower whole number for all of the 5 impact fees for a single family use reduced the total fee from $4,851.83 to $4,607.00. This total is 94.954% of the original impact fee which is lower by $2.23. For all of the revised impact fees, the reduction to the lower whole number reduced the final impact fee from 33 cents to $2.35.

Table 1 provides the Impact Fees for 5 public services at approximately 95% of the maximum fee. Table 2 compares the reduced Village Park and Recreation Impact Fee with 3 municipalities. Table 3 provides the reduced Village Public Safety and Governmental Services Impact Fees with Palm Beach Gardens.

Please let me know if you have any questions or comments.

Kind Regards,

Walter H. Keller, PE., AICP.
Project Manager and Chief Planner

WHK/us

Attachments

Table 1 - North Palm Beach Impact Fees for 5 Public Services (95% of Max.)

Description	Unit	Park and Recreation	Public Safety	Library	Solid Waste	Governmental Services	Total Impact Fee
Single Family Dwelling	DU	$1,696	$928	$1,007	$311	$665	$4,607
Multi-Family Dwelling	DU	$1,040	$569	$617	$191	$407	$2,824
Hotel/Motel	KSF/Rm	$984	$1,205	-	$181	$461	$2,830
Commercial Retail	KSF	-	$1,205	-	$306	$485	$1,996
Commercial Office	KSF	-	$1,205	-	$306	$576	$2,087
Medical Offices	KSF	-	$2,111	-	$306	$576	$2,993
Warehouse - Gen Industrial	KSF	-	$1,205	-	$306	$264	$1,775
Churches	KSF	-	$1,149	-	$306	$584	$2,039
Nursing Homes	KSF/Bed	-	$2,111	$388	$306	$584	$3,389
Hospital, Clinics	KSF	-	$2,111	-	$306	$584	$3,001
Schools	KSF	-	$1,149	-	$306	$328	$1,783
Government Buildings	KSF	-	$1,149	-	$306	$584	$2,039
Parks and Open Space	KSF/Ac	-	$1,350	-	$937	$376	$2,663

Source: Marlin Engineering, Inc.

Notes: Village Individual Impact Fees are reduced by 5% Per Council Meeting of August 8, 2024.
Village Individual Impact Fees are also reduced downward to a whole number.
KSF is per 1,000 SF of Floor Area
Hotel/Motel is per Room except it is by KSF for Public Safety
Nursing Homes is per KSF except it is by Bed for Library
Parks and Open Space is by KSF except it is by Ac for Solid Waste

Table 2 - North Palm Beach Park Impact Fees with other Municipalities (95% of Max.)

Description	Unit	N Palm Bch Parks	Boca Raton Parks	Royal P Bch Parks	Palm B Grds Parks
Single Family Dwelling	DU	$1,696	$4,570	$2,213	$3,308
Multi-Family Dwelling	DU	$1,040	$4,000	$1,636	$3,345
Hotel/Motel	Rm	$984	$3,000	$921	$2,772

Source: Marlin Engineering, Inc.

Notes: Village Individual Impact Fees are reduced by 5% Per Council Meeting of August 8, 2024.
Boca Raton Single Family for 2,000 - 3,599 SF
Boca Raton Multi-Family for 1,400 - 1,999 SF
Royal Palm Bch Single Family for 2,500 SF +
Royal Palm Bch Multi-Family for >1,000 SF +
Palm Beach Gardens Single Family for 2,500 SF
Palm Beach Gardents Multi-Family for 1,500 SF

Table 3 - Comparison of North Palm Bch Public Safety & Government Service Impact Fees w/Palm Bch Gardens (95% of Max.)

Description	Unit	N Palm Bch Public Safety	N Palm Bch Gov Services	Palm B Grds Public Safety	Palm B Grds Public Bldgs
Single Family Dwelling	DU	$928.00	$665.00	$947.50	$230.00
Multi-Family Dwelling	DU	$569.00	$407.00	$955.50	$231.00
Hotel/Motel	KSF/Rm	$1,205.00	$461.00	$985.00	$238.00
Commercial Retail	KSF	$1,205.00	$485.00	$2,021.00	$116.43
Commercial Office	KSF	$1,205.00	$576.00	$1,120.00	$65.50
Medical Offices	KSF	$2,111.00	$576.00	$1,318.00	$65.50
Warehouse - Gen Industrial	KSF	$1,205.00	$264.00	$540.00	$130.00
Churches	KSF	$1,149.00	$584.00	$425.00	$103.00
Nursing Homes	KSF	$2,111.00	$584.00	$1,369.00	$331.00
Hospital, Clinics	KSF	$2,111.00	$584.00	$1,318.00	$331.27
Schools	KSF	$1,149.00	$328.00	$1,255.00	$331.27

Source: Marlin Engineering, Inc.

Notes: Palm Beach Gardens 2024 Impact Fee Schedule

Village Individual Impact Fees are reduced by 5% Per Council Meeting of August 8, 2024.

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Village Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: August 22, 2024

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

The State of Florida has established an integrated planning system to ensure coordinated administration of policies addressing various issues arising from the state's growth and development. The comprehensive planning framework requires planning at all levels of government. Specifically, Chapter 163, Florida Statutes, mandates that all counties and municipalities adopt a Comprehensive Plan. The Comprehensive Plan for the Village of North Palm Beach (Village) outlines principles, guidelines, standards, and strategies for future economic, social, physical, environmental, and fiscal development. It reflects the Village's vision and community commitments and guides future decisions in a consistent manner. The Plan also contains programs and activities to ensure its implementation, is structured with Goals, Objectives, and Policies, and describes how the Village's programs, activities, and land development regulations are implemented. Additionally, there is supplemental documentation (Data and Analysis) supporting the Goals, Objectives, and Policies.

Pursuant to Rule Chapter 73C-49 of the Florida Administrative Code, local governments must review their Comprehensive Plans at least every seven years to determine if any changes are needed to align with the updated state requirements. This review aims to assess the last Evaluation and Appraisal Report (EAR), which evaluates how effectively the Village has addressed major land use planning issues outlined in the Comprehensive Plan. Based on this evaluation, the report provides suggestions for revising the plan to better align with community objectives, adapt to changing conditions and trends affecting the community, and comply with changes in state requirements. A copy of the Village's evaluation letter, indicating the need for amendments to the Comprehensive Plan, has been attached and was sent to the State. The State acknowledged the letter and provided the Village until January 2025 to adopt the new Comprehensive Plan documents.

To ensure that the proposed Comprehensive Plan documents are adopted within the timeframe provided by the State, the Village hired two (2) consulting firms to assist with the required work. Jennifer Morton's firm drafted the Conservation, Coastal Management, and Recreation and Open Space Elements, while Chen Moore's firm drafted the Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure Elements. Village Staff handled the Intergovernmental Coordination and Property Rights Elements.

The Village must follow a specific process to adopt the EAR-based Comprehensive Plan Amendments. The proposed amendments need to be reviewed by state and regional review agencies following public hearings by the Planning, Zoning and Adjustment Board sitting as the Local Planning Agency and Village Council. The state review agencies have at least sixty (60) days to provide their comments. When the State Land Planning Agency (Department of Commerce) sends a comment letter, the Village Council has 180 days to adopt, adopt with changes, or decline to adopt the amendment. Once adopted, the amendment will be submitted to the state and regional review agencies for final comments and cannot take effect until thirty-one (31) days after adoption by the Village Council. The State Land Planning Agency or an affected party has the right to request a hearing at the state level to challenge the adoption. If the amendments are not adopted within one year of notification to the Department of Commerce, the Village will not be allowed to make any amendments to the Village's Comprehensive Plan, the amendments are deemed insufficient, and the Village must start the EAR process over again.

The EAR Adoption process has been a busy one. Village Staff held three (3) virtual stakeholder meetings - one on Transportation, one on Infrastructure and the last on Parks and Recreation. A Village survey was posted for resident participation, and the survey results were provided to the consultants to incorporate into their proposed Elements. The consultants have attended one or more of the following Village Advisory Board meetings – Environmental Committee, Waterways Board and Recreation Board. At the June 4th Planning Zoning and Adjustment Board (PZAB) Workshop, Jennifer Morton's firm presented the proposed Conservation, Coastal Management, and Recreation and Open Space Elements, and Village Staff presented the proposed Property Rights and Intergovernmental Coordination Elements. At the July 2nd PZAB meeting, Chen Moore's firm presented the proposed Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure Elements.

Attached are four documents. The first one is the Comprehensive Plan, which includes an Introduction, Evaluation and Monitoring section and Goals, Objectives and Policies (GOPs) of all required Elements. The format for the GOPs is underlined and crossed-out. Underlined represents language to be added and crossed-out represents language to be removed. The Introduction and Evaluation and Monitoring sections are new so there is no underline or cross out. Meanwhile, the Data and Analysis sections for each Element are located in the second document or Supplemental or Support packet, which will be sent with the EAR packet but will not be included in any future Comprehensive Plan Amendments unless it is being specifically amended. The last two documents contain the required and optional maps in support of the GOPs and the Data and Analysis.

On August 6, 2024, the Land Planning Agency (LPA), which is the Planning, Zoning and Adjustment Board (PZAB) recommended adoption of the ordinance with the changes noted below

Future Land Use

- GOPs

- Objective 1.1 – amended to include vertical and horizontal urban sprawl
- Policy 1.1.1 (d) – updated 8.5 feet NGVD to +8.5 NAVD88
- Special Policy 1.5.7 – amended to include vertical and horizontal urban sprawl

- D&A
  - Revise Pg. 32 of D&A to include "Protect quality of life of residents and support locally owned business development within the community, and the economic resilience that it creates"

Infrastructure

- GOPs
  - Policy 1.1.6 – amend policy to include "public facilities and infrastructure for twenty-five (25) years" rather than "public facilities up to twenty-five (25) years"
  - Confirmed level of service numbers and calculations were consistent with WSP based on discussion with Calvin

Recreation and Open Space

- D&A
  - Per direction by the PZAB, the Recreation and Open Space Data and Analysis was updated to reflect the inclusion of MacArthur Beach State Park in calculation of the existing recreation areas. The level of service for the Village is based on a ratio of all neighborhood and community parks per 1000 residents, but with the state park included, the Village has a surplus of recreation lands.

Transportation

- GOPs
  - Objective 1.13 – amended to include "through the implementation of a bicycle and pedestrian plan"
- D&A
  - Revise Alleyways (Pg. 5) – included "Currently, the alleyway accommodates vehicles, bicyclists, and pedestrians." ….. "It is important that any modifications of the alley continue to take into consideration the safety and access of all users."
  - Revise Safety (Pg. 7) – included "The National Association of City Transportation Officials (NACTO) provides several publications to help establish cities as places for people with safe, sustainable, accessible, and equitable transportation choices. The association provides publications that discuss travel widths and speeds. Many factors determine lane width decisions; however, it is important to design roadways with the intention of safety. A combination of proper speed limits and narrowed roadways has been considered a secure option to enhance safety for all users."

Capital Improvement

- GOPs
  - Objective 1.6 – amended to include vertical and horizontal urban sprawl

The attached documents include the changes requested by the PZAB sitting as the LPA.

Staff is also seeking approval of the Village's updated Water Supply Plan. Calvin Giordano & Associates Inc. was hired to update the Plan. Recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature has established a process for water supply planning through Florida's Community Planning Act Water Resources Act. The state's water management districts must periodically evaluate whether adequate water supplies exist to meet the needs of their areas. If a district finds that the water supply will not be adequate, it must prepare a regional water supply plan, which identifies alternative ways in which water supply needs can be met for the next 20 years. Each local government that falls within an area subject to a regional water supply plan is required to amend its comprehensive plan to adopt a water supply plan covering at least a ten-year period.

The Village is bound by the Lower East Coast Water Supply Plan (Plan) created by South Florida Water Management District (SFWMD). The Plan has been updated in 2006, 2013 and 2018. By State Statute, the Village is required to update its Water Supply Plan within 18 months of when SFWMD updates their Plan. Unfortunately, the Village missed the 2018 update so the attached document will bring the Village's Water Supply Plan current, with the possibility that the Village may need to update its Water Supply Plan again shortly since SFWMD is in the process of updating their Plan again.

Recommendation:

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

ORDINANCE NO. 2024-_____

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 6. The effective date of this Ordinance, if the Comprehensive Plan amendment is not challenged, shall be thirty-one (31) days after the Department of Commerce notifies the Village that the plan amendment package is complete. If timely challenged, this Ordinance shall be effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted Comprehensive Plan amendment to be in compliance as defined in Section 163.3184, Florida Statutes.

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

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Village of North Palm Beach

Comprehensive Plan

Goals, Objectives, and Policies

2024

North Palm Beach, FL
www.village-npb.org

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Policy Document: Goals, Objectives, & Policies

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

History

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

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

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

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

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

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

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

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

Comprehensive Planning in the Village and the State

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

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

concern." Therefore, giving more control to the local jurisdictions in overseeing and directing their future growth.

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

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

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

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

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

Purpose of the Comprehensive Plan

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

Sustainability

The goal of the Village's Plan is to create a sustainable community to ensure that adequate resources are available for future generations. The Village seeks to support its business community and enhance the quality of life for all residents by preventing pollution, encouraging affordable housing, promoting revitalization, redevelopment, and neighborhood stabilization, maximizing conservation, pursuing historic preservation, promoting efficiency, and developing local resources.

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

Implementation of the Plan

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

Planning Horizon

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

Amendments to the Comprehensive Plan

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

Comprehensive Plan and Future Land Use Map

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

Department for Community Development

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

Procedure for the Comprehensive Plan Evaluation and Appraisal

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

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

Current requirements pursuant to Chapter 163, F.S., provide that each local government in Florida periodically prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan. At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, the Village

must determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last comprehensive plan update.

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

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

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

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

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

Guidelines for Plan Interpretation

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

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

Tense and Number

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

Meaning of Shall, Must, Should, May, Includes

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

State, County, Village

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

Interpretation of Undefined Terms

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

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

Headings

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UTILITIES: The term "Utilities" means those facilities needed to serve, or which constitute a public or private utility. The term "Utilities" is limited to lines, valves, wells, water treatment plants, and injection wells which comprise a water service utility needed to serve North Palm Beach citizens; gravity mains, force mains, manholes, lift stations, monitoring stations, needed to serve North Palm Beach residents; electrical lines, poles, substations and transmission facilities which comprise an electric power utility

needed to service North Palm Beach residents; lines, valves, and equipment which comprise a liquid gas utility infrastructure needed to serve North Palm Beach residents; lines, switching facilities, poles, communications towers, antennas and other appurtenances for telephone utility infrastructure to service North Palm Beach residents; and lines, hub facilities, and satellite earth station receiving facilities, and other appurtenances necessary to comprise a cable television utility to service North Palm Beach residents. Unless expressly indicated within a Future Land Use Element, the word "utilities" will not include plants for electric, gas, or telephone service, or solid waste facilities.

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ACRONYMS

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

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

People & Places

- Future Land Use
- Annexation
- Housing

Future Land Use

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 2

FUTURE LAND USE

GOALS, OBJECTIVES, AND POLICIES

~~3.1 INTRODUCTION~~

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

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

~~3.2 VILLAGE GOAL STATEMENT~~

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

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

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

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.

~~3.3 OBJECTIVES AND POLICIES~~

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

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

a. Regulate the subdivision of land;

b. Regulate the use and intensity of land development consistent with this element in a manner to ensure the compatibility of adjacent land uses consistent with the Future Land Use Map Series and provide for recreation and open space consistent with levels- of-service established in the Recreation And Open Space element by requiring all new developments to donate or provide SOA of the residential site for recreational purposes;

c. Protect designated environmentally sensitive lands; ~~designated on Figures 3A and 3B of the Future Land Use Map Series;~~

d. Regulate areas subject to seasonal and periodic flooding by requiring a minimum first floor elevation of +8.5 feet ~~NGVD~~ NAVD88 and a drainage system which meets adopted Level-of-Service Standards;

e. Regulate signage;

f. Ensure safe and convenient on-site traffic flow and vehicle parking needs;

g. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;

h. Provide that development orders and permits, consistent with ~~Policies 5.1 and 5.2 of~~ the Capital Improvements Element, shall not be issued which result in a reduction of the levels of service for the affected public facilities below the Level-of-Service (LOS) Standards adopted in the Capital Improvements element ~~(Ref: Table 11-1);~~

i. Provide for the proper maintenance of building stock and property by continually updating and enforcing adopted building, housing and related codes;

~~j.~~ Designate an urban service area ~~(Ref: OBJECTIVE 6; Capital Improvements element);~~ and

k. Regulate the development of sites containing historic sites, as per the Future Land Use Map Series, to assure their protection, preservation and/or sensitive reuse.

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

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

~~a. Conservation/Open Space - Maximum of one unit per upland acre;~~

~~b. Low density residential - fewer than 5.80 residential units per gross acre;~~

~~c. Medium density residential - 5.81 to 11.0 residential units per gross acre; and~~

~~d. High density residential - 11.1 to 24.0 residential units per gross acre.~~

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

Table FLU-1

FLU Designations	Uses Zoning Districts	Maximum Density and Intensity
Low Density Residential	R-1 – Single Family Dwelling District	Fewer than 5.80 residential units per gross acre
Medium Density Residential	R-2 – Multiple Family Dwelling District	5.81 to 11.0 residential units per gross acre
High Density Residential	R-3 – Apartment Dwelling District	11.1 to 24.0 residential units per gross acre.
Commercial	C-MU – US-1 Mixed-Mixed Use District C-S – Shopping Commercial District C-NB – Northlake BL. Commercial District C-3 – Regional Mixed-Use District C-T – Transitional Commercial District	See POLICY 1.1.4
Conservation	OS – Conservation & Open Space District	Maximum of one unit per upland acre
Educational	P – Public District	FAR: A maximum of 0.15
Recreation/Open Space	P – Public District R-2 – Multiple Family Dwelling District	Maximum of one unit per upland acre FAR: A maximum of 0.05 (nonresidential)
Public Buildings & Grounds	P – Public District	N/A
Other Public Facilities	R-2 – Multiple Family Dwelling District	N/A
Light Industrial/Business	I-1 – Light Industrial District	FAR: A maximum of 0.45.
Special POLICY Areas in Comp Plan.		See SPECIAL POLICY 1.5.1 through 20:

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

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

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

~~1.~~ Commercial, religious, and institutional/ land uses: A maximum of 0.70 for mixed-use development and 0.35 for all other non-residential land uses along U.S. Highway No. 1, north of the Parker Bridge; a maximum of 1.10 along U.S. Highway No. 1, from the Parker Bridge, south to Northlake Boulevard; a maximum of 0.70 along U.S. Highway No. 1, south of Northlake Boulevard; and a maximum of 0.70 along Northlake Boulevard and S.R. Alternate A-1-A. The following areas shall be exempt from this requirement ~~to implement the 2016 Citizens' Master Plan~~:

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

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

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

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

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

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

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

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

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

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

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

OBJECTIVE 1.~~B~~2: The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development. ~~as described in POLICY 1.B.4~~.

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

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

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

than 50% of the workforce housing units shall be in the 120-140'/o category. If alternative (b) is selected, an amount equal to 5% of the cost of the vertical construction of the bonus units shall be contributed to the Palm Beach County Affordable Housing Trust Fund, or other appropriate alternative, as determined by the Village of North Palm Beach.

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

1. A mixed-use Assisted Living Facility shall provide assistance with activities of daily living, as defined in Section 429.02(1) of the Florida Statutes and special care for persons with memory disorders, as regulated by Section 429.178 of the Florida Statutes.
2. Required uses: Each mixed-use Assisted Living Facility shall contain a residential component, together with a non-residential component consisting of administrative offices, central kitchen and communal dining facilities, and separate or shared spaces for the provision of medical, recreation, social, religious, and personal services.
3. Mix of required uses: The residential component shall comprise a minimum of 50% and the non-residential component shall comprise a maximum of 200 of the gross floor area of a mixed-use Assisted Living Facility.
4. Maximum floor area: Maximum mixed-use Assisted Living Facility development potential is subject to the floor-area limitations established in POLICY 1~~.A.4~~1.4, subject to the application of the Village's land development regulations.
5. Maximum resident occupancy: The residential density of a mixed-use Assisted Living Facility may be increased by the Village Council to an equivalent of 24 units per acre. The maximum resident occupancy shall then be determined by multiplying the equivalent residential density by 1.97 residents per unit. Maximum resident occupancy shall be determined on a project-by-project basis based upon an assessment of site characteristics and the application of Village land development regulations.
6. Height limitations: The maximum height of a mixed-use Assisted Living Facility shall be determined by the application of POLICY ~~1.B.1.6.~~ 1.2.1
7. Waivers for reductions in minimum dwelling unit size and parking requirements may be requested during the commercial planned unit development or other authorized approval process.

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

- The mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1.

- The mixed-use provisions in the C-T zoning district in the southwest portion of the Village.
- The commercial planned unit development process in other zoning districts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL POLICY 1.5.4: Require alt new developments in Planning Areas 1 and 6A to perform an environmental assessment to define potential impacts upon the

viability of vegetative species and/or habitats. ~~delineated on Figure 3~~. The impact assessment shall include necessary techniques and/or controls to maintain species and/or habitats in their current condition or mitigate potential impacts.

SPECIAL POLICY 1.5.5: (Reserved).

SPECIAL POLICY 1.5.6: As a means of enhancing the commercial character of the area along Northlake Boulevard through renovation and/or redevelopment, maintain a waiver process which may allow~~s~~ proposed projects to depart from the strict interpretations of the Zoning Code if, after review by the Village, it is found that said projects are in compliance with the North Palm Beach Comprehensive Plan and meet standards in the Zoning Code.

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

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

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

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

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

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

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

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

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

SPECIAL POLICY 1.5.16: The 0.43-acre lot located at the southwest corner of Prosperity Farms Road and Honey Road ~~(Map 5 of the Future Land Use Map Atlas)~~ shall be assigned a Commercial Future Land Use Map designation in order

to support its current use. The current use may be maintained consistent with the provisions of Sections 45- 63 (non-conforming uses) and 45-64 (non-conforming structures) of the Village Code; however, any future change in use shall be consistent with those uses permitted in the C-T transitional Commercial District.

SPECIAL POLICY 1.5.17: Non-residential land uses within Protection Zone 4 of the Richard Road wellfield ~~(Ref: Map 5, 6B, and 7 of the Future Land Use Map Atlas)~~ which store, handle, use or produce any regulated substance are prohibited, unless they qualify as a general exemption or receive an operating permit from Palm Beach County ERM, pursuant to Section 9.3 of the Palm Beach County Land Development Code.

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

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

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

OBJECTIVE 41.6: The Village shall coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

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

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

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

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

POLICY ~~4.4~~1.6.4: In the event of a proposed future annexation of sufficient size to site a school, or co-locate a school with public facilities (e.g. parks, libraries, and community centers), the Village shall coordinate with the Palm Beach County School Board to determine the need for an additional school site in the area. If it is determined that there is a need, and that a school site can be accommodated, the proposed annexation shall provide for the school site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3.4. FUTURE LAND USE CLASSIFICATION SYSTEM~~

~~The land use Classification System presented on Table 3-1 is adopted as the " Future Land Use Classification System" of the Village of North Palm Beach. Subject to the land use compatibility~~

and application review provisions of Section 163.3208, Florida Statutes, and electric distribution substations are permitted in all land use categories listed in Table 3-1 except Conservation/ Open Space.

3.5 FUTURE LAND USE MAP SERIES

3.5.1 Future Land Use Maps

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

3.5.2 Future Land Use Map Atlas

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

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

3.5.3 Natural Resource Maps

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

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

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

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

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

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

There are no existing or planned potable water wells in the Village of North Palm Beach, nor are there any minerals of determined value. A portion of the Village, within Planning Area 5, is located within Protection Zone 4 of the Richard Road wellfield. The extent of Protection Zone 4 within Planning Area 5 is indicated on Maps 5, 6B and 7 of the Future Land Use Map Atlas.

3.5.4 Northlake Boulevard Overlay Zone Map

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

Annexation

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 1

GOALS, OBJECTIVES, AND POLICIES

~~13.0 ANNEXATION~~

~~13.1 INTRODUCTION~~

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

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

~~13.2 VILLAGE GOAL STATEMENT~~

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.

~~13.3 OBJECTIVES AND POLICIES~~

OBJECTIVE: ~~1.3.1~~1.1.0: The North Palm Beach Annexation Area shall be within officially designated geographic boundaries as established by the Village Council.

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

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

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

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

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

POLICY: ~~13.2.2~~1.2.2: Implement plans for the extension of community facilities at the time annexed areas are developed. Upon a determination that improvements are necessary, the Village shall amend

the Five-Year Schedule of Improvements, including a funding source, to program any improvements necessary to maintain adopted level-of-service standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Housing

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 3

HOU

GOALS, OBJECTIVES, AND POLICIES

~~5.0 HOUSING~~

~~5.1 INTRODUCTION~~

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

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

~~5.2 VILLAGE GOAL STATEMENT~~

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

~~5.3 OBJECTIVES AND POLICIES~~

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

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

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

b. Establish minimum requirements for light and ventilation;

c. Establish minimum requirements for electrical systems;

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

e. Establish minimum dwelling space and sanitary requirements.

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

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

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

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

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

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

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

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

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

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

POLICY 1.1.7: Protect the character and integrity residential neighborhoods.

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

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

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

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

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

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

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

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

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

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

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

POLICY 1.3.3: Require developers to coordinate with the Village, through implementation of North Palm Beach Land Development Regulations, during the design and completion of residential developments to assure that the Village ~~and Planning Area~~ characteristics are maintained, and defined special housing needs ~~(i.e. determined at the time of required Comprehensive Plan updates)~~ are accommodated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Efficient & Well-Maintained Infrastructure

- Transportation
- Capital Improvement
- Infrastructure

Transportation

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 4

TE

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

GOALS, OBJECTIVES AND POLICIES

~~4.0 INTRODUCTION~~

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

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

~~4.1 VILLAGE GOAL STATEMENT~~

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

~~4.2 OBJECTIVES AND POLICIES~~

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

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

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

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

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

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

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

a. County Road A-1-A - Urban Major Collector
b. Prosperity Farms Road - Urban Major Collector
c. Lighthouse Drive — Urban Minor Collector
d. U.S. Highway 1 — Urban Minor Arterial
e. Northlake Boulevard — Urban Other Principal ~~Minor~~ Arterial
f. Alternate A-1-A — Urban Minor Arterial

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

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

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

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

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

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

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

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

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

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

1. Reserved.

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

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

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

POLICY 1.2.3: The Village shall request that Palm Beach County evaluate the effects of

the improvements to SR A1A (Alt.) on traffic volumes on Prosperity Farms Road prior to the time that the conditions of POLICY 1.4 are met.

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

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

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

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

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

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

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

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

POLICY 1.4.5: The Village shall work with the TPA ~~MPO~~ toward reducing per capita vehicle miles traveled (VMT) and discourage single occupant vehicle trips, recognizing that these programs assist in reducing the overall air quality emissions. This can be accomplished through ~~municipal representation on~~ coordination with the TPA ~~MPO~~ and providing for Tri-Rail, alternative fuels, ride sharing, alternative work hour programs, public transit, parking management and other transportation control measures that are being continually developed as part of a Countywide effort.

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

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

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

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

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

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

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

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

POLICY 1.5.1: The Village Public ~~Services~~ Works Department shall review future updates of the FDOT Five-Year Transportation Plan and coordinate with the Palm Beach County ~~Metropolitan Planning Organization~~ Transportation Planning Agency and Palm Tran in order to update or modify this element, if necessary.

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

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

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

OBJECTIVE 1.7: Continue current high level of roadway maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POLICY 1.13.5: The Village shall review the recommendations of the TPA ~~MPO~~'s Long Range ~~Bicycle Facilities Concept Plan~~ Transportation Plan (LRTP) and implement appropriate recommendations as alternative means of transportation.

POLICY 1.13.6: The Village shall work toward increased mobility by providing for bicycle paths where appropriate, and sidewalks in new development and redevelopment areas.

POLICY 1.13.7: Pending a determination of need by Palm Tran, redevelopment

proposals shall provide for public transit access. Further, such proposals, when feasible, shall provide for connectivity among developments, and additional opportunities for pedestrian and bicycle access from adjacent residential neighborhoods.

OBJECTIVE 1.14: The Village shall coordinate plans and programs with land use and transportation planning entities in adjacent jurisdictions on a continuing basis.

POLICY 1.14.1: The Village shall continue to participate and utilize intergovernmental programs, such as the Countywide Intergovernmental Plan Amendment Review Committee (IPARC) ~~and the Multi-Jurisdictional Issues Forum~~, to implement the goals, objectives, and policies of the Village's Transportation element.

POLICY 1.14.2: To ensure the availability of adequate regional transportation facilities, the Village's development activities shall be coordinated with adjacent local governments.

POLICY 1.14.3: The Village shall continue to coordinate with FDOT, TPA ~~MPO~~, DCA, Treasure Coast Regional Planning Council, ~~and the Governor's Commission for a Sustainable South Florida,~~ and other municipalities to promote sustainable transportation principles within Palm Beach County.

POLICY 1.14.4: The Village shall coordinate with the TPA to consider becoming a Vision Zero community.

Objective 1.15: The Village shall use the "Complete Streets" network model when considering increased mobility and accommodating all users, including motorized vehicles, bicyclists, public transportation, and pedestrians of all ages and abilities.

POLICY 1.15.1: The Village shall consider review all proposed street modifications to ensure that the proposals are consistent with and support the Village's vision for Complete Streets.

POLICY 1.15.2: The Village shall consider preparation of a bikeway network master plan.

POLICY 1.15.3: The Village shall continue to beautify the pedestrian and bicycle paths by promoting scenic corridors in neighborhoods and commercial districts.

POLICY 1.15.4: The Village shall consider preparing a pedestrian path and sidewalk network master plan to provide for a safe and comfortable environment for its different users.

POLICY 1.15.5: The Village shall consider Complete Street principles to enhance the safety of all transportation corridors.

~~4.1 FUTURE TRANSPORTATION MAP SERIES~~

~~The Village Future Road System Map is displayed on Figure 4-1. The public transit system, consisting of designated bus routes, and bus stops, is illustrated on Figure 4-2. Designated Palm Beach County Bikeway Corridors are illustrated on Figure 4-3. Designated local and regional transportation facilities within the Village critical to the evacuation of coastal population prior to an impending natural disaster are illustrated on Figure 4-4. The Prosperity Farms Road CRALLS designation is illustrated on Figure 4-5. The following are not currently located within the Village, nor are they planned:~~

1. Limited and controlled access facilities;
2. Parking facilities that are required to achieve mobility goals;
3. Public Transit rights-of-way, or exclusive public transit corridors;
4. Transportation concurrency management areas, pursuant to Chapter 9J-5
5. Transportation concurrency exception areas, pursuant to Chapter 9J-5
6. Port Facilities;
7. Airport facilities, including clear zones, and obstructions; and
8. Intermodal terminals

TABLE 4-1
VILLAGE OF NORTH PALM BEACH
GENERALIZED LEVEL OF SERVICE (LOS) D MAXIMUM VOLUMES (trips)

Lanes/Type	ADT	Peak Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class 1	Class 11
2/undivided	12,300	1,170	690	650
2/one-way	19,600	1,870	2,230	2,050
3/two-way	15,400	1,460	860	810
3/one-way	29,500	2,810	3,350	3,080
4/undivided	24,500	2,330	1,400	1,280
4/divided	32,700	3,110	1,860	1,710
5/two-way	32,700	3,110	1,860	1,710
6/Divided	49,200	4,680	2,790	2,570

Source: Table 12.B.2.C-1 1A — Link Service Volumes, Palm Beach County ULDC.

Capital Improvement

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5

GOALS, OBJECTIVES AND POLICIES

~~11.0 CAPITAL IMPROVEMENTS~~
~~11.1 INTRODUCTION~~

~~The Capital Improvements element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (f), Florida Statutes, establishes the Capital Improvements requirement and Chapter 9J-5.016 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Capital Improvements Element goal, objectives and policies is presented in Chapter 11 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008,and the EAR-Based Amendment Support Documentation dated 2009, as amended, including the Capital Improvements Element Update.~~

~~11.2 VILLAGE GOAL STATEMENT~~

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. Further decisions to finance public facilities improvements shall be based upon the use of sound fiscal POLICY oriented to minimizing Village debt service liabilities.

~~11.3 OBJECTIVES AND POLICIES:~~

OBJECTIVE 1.0: Capital improvements will be provided to: (1) correct existing deficiencies; (2) accommodate desired future growth; and/or (3) replace worn-out or obsolete facilities~~,~~. ~~as indicated in Table 11-5 of this element.~~

POLICY 1.1.1: The Village shall include all projects identified in the policies of the various elements of this Comprehensive Plan that are the responsibility of North Palm Beach and determined to be of relatively large scale and high cost ($10,000 or greater), as capital improvements projects for inclusion within the 5-Year Schedule of Improvements. Normal maintenance activities, with the exception of the annual street resurfacing program, are not included. ~~Provision of Capital Improvements so defined shall be implemented through procedures outlined in Policies 1.2 - 1.4 and 4.1 - 4.4 of this element.~~

A capital improvements project is further defined to include land and/or improvements, plus any planning, engineering, feasibility or appraisal studies related thereto. This shall include any studies oriented to defining the initial need for land and/or facilities so defined.

POLICY 1.1.2: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the 5-Year Schedule of Improvements which are designed to correct existing public facility deficiencies.

POLICY 1.1.3: ~~A Capital Improvements Coordinating Committee is hereby created, composed of t~~The Village Manager, the Finance Director and the operating department heads~~, for the purpose of~~ shall evaluat~~ing~~e and rank~~ing~~ in order of priority~~,~~ projects proposed for inclusion in the 5-Year Schedule of Improvements.

POLICY 1.1.4: Proposed capital improvements projects shall be evaluated and ranked in order of priority according to the following guidelines:

a) Whether the proposed project is financially feasible, in terms of its impact upon Village budge potential;

b) Whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of, or increase the efficiency of existing facilities;

c) Whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development;

d) Whether the project represents a logical extension of facilities and services within a designated Village Planning Area; and

e) Whether or not the proposed project is consistent with plans of State agencies and the South Florida Water Management District.

OBJECTIVE 1.2: Village expenditures in the Coastal High Hazard Area shall be limited to 100% of those post disaster improvements costs for facilities over which North Palm Beach has operational responsibility.

POLICY 1.2.1: In the event of a natural disaster, the Village shall retain its role in terms of the maintenance of the building stock. The definitions of "Standard Condition", "Substandard Condition" and "In Need of Replacement", established in the HOUSING element, shall be applied to all structures in the Village as a means of determining immediate repair and clean-up actions and the need for removal, relocation, redevelopment or modification of damaged or unsafe structures. Further, the need to limit redevelopment of infrastructure services within damaged areas shall be considered prior to the time that such activities are permitted by the Village.

POLICY 1.2.2: The Village shall continue to assist in the provision of recreational facilities within Coastal High Hazard Area ~~(Ref: Objective 6; Coastal Management element)~~ by cooperating with the State of Florida in developing John D. MacArthur Beach State Park.

POLICY 1.2.3: The Village shall continue to expend funds to maintain existing facilities and services under the jurisdiction of North Palm Beach at their existing levels-of-service.

OBJECTIVE 1.3: Future development shall bear a proportionate cost of facility improvements in order to maintain adopted North Palm Beach Level-of-Service Standards. Proportionate costs such as impact fees ~~are defined to mean 100% of that amount necessary~~ to assure that Village Level-of-Service Standards are maintained as a result of development approval for those facilities over which North Palm Beach has operational control.

POLICY 1.3.1: The Village shall require local street, drainage, sewage collection and potable water distribution systems improvements, as required by the application of Village Level-of-Service Standards~~, of any new development necessitated by such development~~.

POLICY 1.3.2: Defined recreational facility needs may be met by one or more of the following means: (1) ~~O~~on-site provision of public or private facilities; (2) dedications; and/or (3) fees in lieu thereof. Plant expansion and main extension for potable water and sewer systems shall be accommodated through the Developer's Agreement procedure ~~A~~administered by Seacoast ~~Utilities~~ Utility Authority. Major road improvements shall be accommodated by Village participation in the County's Fair Share Road Impact Fee program. Solid waste collection and disposal shall be accommodated by the fee schedule annually levied by the contractor (i.e. commercial) and by the Village through appropriate updates to the 5-Year Schedule of Improvements.

POLICY 1.3.3: Determination of needed public facility improvements shall be made prior to the time that a building permit is issued.

POLICY 1.3.4: For capital improvements to be funded by a developer, financial feasibility shall be demonstrated by an enforceable development agreement, and be reflected in the Five-year Schedule of Improvements.

POLICY 1.3.5: Financial feasibility means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of the Five-Year Schedule of Improvements. Committed sources of revenue shall include ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees and developer contributions which are adequate to fund the projected costs of the capital improvements identified in the Comprehensive Plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the five-year period. Further, the plan is financially feasibility for transportation and public schools if level-of- service standards are achieved and maintained by the end of the planning period even if in a particular year such standards are not achieved.

POLICY 1.3.6: If the Five-Year Schedule of Improvements identifies a planned revenue source that requires a referendum or other action(s) to secure the source~~, the Comprehensive Plan~~ Village shall identify an alternative existing revenue source(s) in the event that the required actions do not occur.

POLICY 1.3.7: Developers shall include an economic analysis for level of service up to twenty-five (25) years at the request of the Village.

OBJECTIVE 1.4: The Village shall manage its fiscal resources to ensure the provision of needed capital improvements at a level equal to, or exceeding, the adopted North Palm Beach Level-of-Service Standards.

POLICY 1.4.1: Prior to the issuance of certificate of occupancy, the Village shall require that all public facilities are available to serve development for which development orders were previously issued. Development orders for future development shall not be issued unless the Village has demonstrated either of the following:

1) ~~C~~compliance with the Village Level-of-Service Standards; and

2) one or a combination of the following conditions exists:

   a) Necessary facilities and services are in place at the time that a development order or permit~~, consistent with Section 9J-5.055(2) (c), Florida Administrative Code is issued~~;

b) a development order or permit is issued subject to the condition that a certificate of occupancy shall not be issued unless necessary facilities and services are in place;

c) necessary facilities are under construction at the time a development order or permit is issued;

d) for recreation or transportation facilities only, necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time a development order or permit is issued which provides for the commencement of construction within one year of the issuance of the development order or permit and/or;

e) necessary facilities and services are guaranteed in an enforceable development agreement, including but not limited to development agreements pursuant to Section 163.3220 or Chapter 380, Florida Statutes, which guarantee that necessary facilities and services will be in place when the impacts of the development occur.

POLICY 1.4.2: In providing capital improvements, the Village shall limit general obligation debt to an amount equal to or less than 5% of the property tax base.

POLICY 1.4.3. As part of its budgeting process, the Village shall adopt and annually update the Five -Year Schedule of Improvements, a primary purpose of which is to maintain the Village's adopted Level-of-Service (LOS) standards. The results of this update shall be incorporated within the five-year capital plan as part of the annual Village budget process. ~~An amendment to the Comprehensive Plan is required to update the five-year schedule of capital improvements on an annual basis, or to eliminate, defer, or delay the construction of any facility in the schedule of improvements.~~ In addition, the adoption of the Capital Improvement Schedule shall be approved by the Village Council via ordinance.

POLICY 1.4.4: Efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

OBJECTIVE 1.5: Decisions regarding the issuance of development orders and permits shall be based upon coordination of the development requirements included in this Plan, the Village land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.

POLICY 1.5.1: Prior to issuing a development order or permit, the Village shall use Level- of-Service (LOS) Standards adopted in the various elements of this Comprehensive Plan to review the impacts of new development and redevelopment upon public facility provision. The Village shall not issue a development order or permit which results in a reduction in service for affected facilities below these Level-of-Service Standards. A listing of LOS Standards is exhibited on Table ~~11-1~~ CIE-1.

TABLE ~~11-1~~ CIE-1
NORTH PALM BEACH LEVEL OF SERVICE (LOS) STANDARDS
Facility Level-of-Service Standard

~~A. Traffic Circulation:~~

~~1. Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) "D", with the exception of item #2, below.~~

~~2. Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.4.~~

~~B. Sanitary Sewer: * (Urban Service Area Only)~~

~~Average Day Generation:~~
~~Residential - 66 gallons/capita/day~~
~~Nonresidential** - 1,060 gallons/acre/day~~

~~Maximum Day Generation:~~
~~Residential – 104 107 gallons/capita/day~~
~~Nonresidential** - 1,721 gallons/acre/day~~

~~C. Potable Water: * (Urban Service Area Only)~~

~~Average Day Generation~~
~~Residential - 99 gallons/capita/day~~
~~Nonresidential** - 1,874 gallons/acre/day~~

~~Maximum Day Generation~~
~~Residential - 147 189 gallons/capita/day~~
~~Nonresidential** - 2,782 gallons/acre/day~~

~~Storage Capacity: Av. Daily Flow x 0.5~~
~~Non-Residential**: 6.0 tons/acre/year~~

~~TABLE 11-1 (Cont.)~~

~~Drainage:~~
~~Design Storm: 3-Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Management District. (Interim LOS: Ref: POLICY 2.1; Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge element).~~

~~Groundwater Recharge: Impervious Area:~~

~~Residential: Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area. Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~

~~Non-residential**: Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

~~Recreation/Open Space: Unit/Population:~~
~~Neighborhood Parks - 2 ac/1,000~~
~~Community Parks - 1 ac/1,000~~
~~Beaches - 1 mile/31,250~~
~~Marinas - 1 slip/2,500~~
~~Boating - 1 ramp/6,250~~

~~Golf Courses - 9 holes/30,000~~
~~Swimming - 1 pool/31,250~~
~~Tennis - 1 court/2,500~~
~~Basketball - 1 court/6,250~~
~~Shuffleboard - 1 court/6,250~~
~~Baseball/softball - 1 field/7,200~~
~~Football/soccer - 1 field/4,800~~
~~Handball/racquetball - 1 court/6,000~~
~~Volleyball - 1 court/7,200~~

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 188 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Footnotes:
** - The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast ~~Utilities~~ Utility Authority by Developer's Agreement.*

*** - Non-residential includes the following land use types: Commercial; Public Buildings; Educational; and Other Public Facilities.*

POLICY 1.5.2: The Village shall maintain an adequate facilities ordinance to ensure that, at the time a development order or permit is issued, adequate facility capacity is available, consistent with the criteria established in POLICY 1.4.1 or will be available upon occupancy of the development based upon the application of the North Palm Beach Level-of-Service Standards.

Development orders approved prior to the authorization for the commencement of construction or physical activity on the land shall be conditioned to provide

that authorization of the final development permit, which shall authorize the commencement of construction or physical activity on the land, shall be contingent upon the availability of public facilities and services necessary to serve the proposed development consistent with the criteria established in POLICY 1.4.1.

In all cases, a test for concurrency will occur prior to the approval of an application for a development order or permit which contains a specific plan for development, including densities and intensities of use.

POLICY 1.5.3: Proposed Comprehensive Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

a) Contribute to any condition of public hazard as described in the ~~Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element, and Coastal Management ~~e~~Element;

b) Exacerbate any existing condition of pubic facility capacity deficits, as described in the Transportation ~~e~~Element; ~~Sanitary Sewer, Solid Waste, Stormwater Management Potable Water and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element; and Recreation and Open Space ~~e~~Element; and

c) Conform with future land uses as shown on the Future Land Use Map Series of the Future Land Use element, and public facility availability as described in the Sanitary Sewer, Solid Waste, Stormwater Management, and Natural Groundwater Recharge element.

If public facilities are developer-provided, they shall accommodate pubic facility demands based upon adopted LOS standards.

If public facilities are provided, in part or wholly, by the Village, financial feasibility shall be demonstrated subject to this element.

Effects upon appropriate state agency and/or Water Management District facilities plans shall be evaluated.

OBJECTIVE 1.6: The Village shall designate an Urban Service Area as a means of: (1) Implementing future land use designations, as per the Future Land Use Map Series; (2) limiting potential Village post disaster redevelopment expenditures; and (3) promoting compact urban development and limiting vertical and horizontal urban sprawl.

POLICY 1.6.1: Village Planning Areas 2-7 are designated as the North Palm Beach Urban Service Area.

POLICY 1.6.2: Village Planning Area 1 shall be designated as Non-Service Area where the level of facilities and services provided by North Palm Beach shall be limited to those currently provided. Notwithstanding the above

limitations, individual or package potable water systems may be provided to accommodate allowable development. Further, package wastewater systems may be provided to accommodate allowable development.

POLICY 1.6.3: Consideration of the expansion of the Village Urban Service Area shall be made coincident with any annexation actions.

OBJECTIVE 1.7: The Village shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development.

POLICY 1.7.1: For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit shall be issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development or redevelopment. Further, prior to the approval of a building permit or its functional equivalent, the Village shall consult with the applicable supplier to determine whether adequate water supplies will be available to serve a new development no later than the anticipated date of issuance of a certificate of occupancy; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed (i.e. by an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. (Section 163.180(2) (a), Florida Statutes}.

POLICY 1.7.2: For parks and recreation facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement:

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the Village, or funds in the amount of the developer's contribution are committed;

~~a.~~ 3. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than one

year after issuance of a certificate of occupancy or its functional equivalent, as provided in the 5-year schedule of improvements; or

~~b.~~ 4 At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or

~~c.~~ 5. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement (i.e. pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

POLICY 1.7.3: For transportation facilities (i.e. roads and mass transit designated in the adopted Village Comprehensive Plan), at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement~~, except as otherwise provided in subsections (4) - (7) of this section~~.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or

2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent, as provided in the Village's five-year schedule of improvements, or the schedule improvements included in the first three years of: (1) The Transportation Improvement Program of the ~~Palm Beach County Metropolitan Planning Organization~~ Palm Beach Transportation Planning Agency; or (2) the adopted Florida Department of Transportation five-year work program.

POLICY 1.7.4: A Comprehensive Plan amendment shall be required to eliminate, defer, or delay construction of any road or mass transit facility which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements.

POLICY 1.7.5: For public school facilities, at a minimum, the Village shall require that the concurrency management system detailed in Objective 1.8, below~~, and the Public School Concurrency element~~ is implemented.

OBJECTIVE 1.8:The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, ~~as defined in the Public School Concurrency element~~. In the case of public school facilities, the issuance of Development Orders, Development Permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

POLICY 1.8.1: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public school facilities level of service. A determination by the School District is not required for existing single family legal lots of record~~, in accordance with the Public Schools Concurrency POLICY 1.8~~.

POLICY 1.8.2: In determining that the necessary public school facilities shall be in place when the impacts of the development occur, the following procedures shall be used:

1. The construction of the facilities is the subject of a binding and guaranteed contract with the School District of Palm Beach County that is executed and guaranteed for the time the Development Order issued;

2. The phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit;

3. The necessary facilities or services are under construction and bonded at the time a Development Order is issued; or

4. Construction appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Five Year Capital Improvement Schedule~~,~~. ~~as reflected in Table 11-2 of this element, which shall reflect the addition of FISH capacity for each school, as shown in Appendix A. Concurrency Service Area Table of the Public School Concurrency element support documentation.~~

~~5.~~ POLICY 1.8.3: ~~In accordance with POLICY 8.1, and upholding the exceptions detailed therein,~~ ~~p~~Prior to the issuance of a Development Order/Permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.

~~11.1 CAPITAL IMPROVEMENTS IMPLEMENTATION~~

~~11.4.1 Five-Year Schedule of Improvements~~

POLICY 1.8.4: The North Palm Beach Five-Year Schedule of Capital Improvements for Fiscal Years ~~2010~~ 2024 ~~through 2014~~ 2028 is presented in Tables ~~11-2~~ CIE 1-2 and ~~11-3~~ CIE 1-3. The School District of Palm Beach County Five Year Capital Improvement Schedule for Fiscal Years ~~2014~~ 2024 through ~~2019~~ 2033 is incorporated by reference. A review of other Comprehensive Plan

elements leads to the conclusion that the Capital Improvements element Goal, Objectives and Policies and the Five -Year Schedule of Improvements are internally consistent.

~~11.4.2 Operational Impacts of Proposed Capital Improvements~~

~~A review of proposed capital improvements, as presented on Tables 11-2 to 11-4, in relation to projected increases in Village operating expenses (Ref: Table 6; 2009 CIE Update Support Documentation report, as amended) leads to the conclusion that little or no increases in Village staffing levels should result from programmed projects.~~

~~11.4.3 Implementation, Monitoring, and Evaluation~~

~~The Capital Improvements element, including the Five-Year Schedule of Improvements, shall be reviewed by the Capital Improvements Coordinating Committee on an annual basis as part of the Village budget procedure. Any revisions and/or amendments to the Five-Year Schedule of Improvements shall be made at that time.~~

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GO-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	594,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	495,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,189,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,798,500	398,000	3,973,000	310,000	-	6,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

~~4.0~~

Infrastructure

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6

GOALS, OBJECTIVES AND POLICIES

~~GOALS, OBJECTIVES, AND POLICIES~~

~~6.0 SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE (INFRASTRUCTURE)~~

~~6.1 INTRODUCTION~~

~~The Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge (Infrastructure) element is required to be included within the Comprehensive Plan per requirements of State Planning law and rule criteria. Specifically, Chapter 163.3177(6)(c), and Florida Statutes, establishes the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element requirement and Chapter 9J-5.011 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element Goal, Objectives and Policies is presented in the Village Of North Palm Beach Evaluation And Appraisal Report (1996), and Chapter 6 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated October-, 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~6.2 VILLAGE GOAL STATEMENTS~~

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:

~~6.2.1~~ a. Sanitary Sewer: Adequate sanitary sewer facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.2~~ b. Solid Waste: Adequate solid waste collection and disposal services and facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.3~~ c. Stormwater Management: Adequate Village-wide drainage and stormwater management facilities shall be available to all residential and non-residential land uses.

~~6.2.4~~ d. Potable Water: Adequate potable water supply facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.5~~ e. Natural Groundwater Aquifer Recharge: A safe and dependable supply of potable water shall be available to all residential and non-residential land uses in the Village.

~~6.2.6~~ f. Coordinate with Seacoast Utility Authority and Palm Beach County in the preparation of their Ten-Year Water Supply Work Plans, consistent with the directives of the Lower East Coast Water Supply Plan.

~~6.3 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: ~~Subsequent to the adoption of the Comprehensive Plan,~~ ~~t~~The Village shall require, through the land development approval process that, as a condition of the

issuance of any development order or permit, public facilities and services which meet adopted level-of-service standards are available or assured to be available concurrent with the impacts of development. The latest point in the application process for the determination of concurrency is prior to the approval of a development order or permit which contains a specific plan for development, and which contains densities and/or intensities of development.

POLICY 1.1.1: Public facility level-of-service standards as displayed on Table ~~6-1~~ INF ~~are hereby~~ and adopted~~, and~~ shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development. However, potable water level-of- service (LOS) standards used for Water Supply Facilities Planning purposes shall be consistent with those used by Seacoast Utility Authority. Further, coordinate with Seacoast Utility Authority in developing appropriate residential and non-residential LOS categories should they become necessary to better project future water supply needs.

POLICY 1.1.2: The Village Land Development Regulations shall continue to require that all development and/or redevelopment activities comply with concurrency criteria.

POLICY 1.1.3: The Public ~~Services~~ Works Department shall, in cooperation with public utility service providers, maintain procedures to update facility demand and capacity information, as development permits are issued.

POLICY 1.1.4: Village Land Development Regulations shall prohibit the installation of additional septic tank systems within the Village. Further, all new developments within the Urban Service Area shall be served by the central wastewater and potable water systems. The provisions of water and wastewater services within Planning Area 1 shall be governed by POLICY 1.6.2 of the Capital Improvements Element.

POLICY 1.1.5: Village Land Development regulations shall prohibit the installation of individual potable water or irrigation wells in Planning Area 5, west of Northlake, and Planning Area 7, south of Lighthouse Drive, due to proximity to the Wellfield Protection Zone 4 contour ~~(Ref: Figure 3-9, FUTURE LAND USE element).~~

POLICY 1.1.6: Developers shall include an economic analysis for impacts on public facilities and infrastructure for twenty-five (25) years at the request of the Village.

TABLE ~~6-1~~ INF NORTH PALM BEACH UTILITIES LEVEL-OF-SERVICE (LOS) STANDARDS	
Facility	**Level-Of-Service Standard**
Sanitary Sewer: * (Urban Service Area Only)	~~Average Day Generation~~ ~~Residential - 66 gallons/capita/day~~ ~~Nonresidential - 1,060 gallons/acre/day~~ Maximum Day Generation Residential - ~~104~~ 107 gallons/capita/day Nonresidential ~~- 1,721 gallons/acre/day~~ There is no fixed non-residential gpd.
Potable Water: * (Urban Service Area Only)	~~Average Day Generation~~ ~~Residential - 99 gallons/capita/day~~ ~~Nonresidential - 1,874 gallons/capita/day~~ Maximum Day Generation Residential - ~~147~~ 188 gallons/capita/day Nonresidential ~~- 2,782 gallons/acre/day~~ There is no fixed non-residential gpd. Storage Capacity Av. Daily Flow x 0.5
*- The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast Utility Authority by Developer's Agreement.	
Solid Waste:	Average Generation Rate Residential: Single-Family: 0.926 tons/capita/yr. Multiple-Family: 0.58 tons/capita/yr. Non-Residential: 6.0 tons/acre/year

Drainage:	Design Storm 3-Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Mg. Dist.
~~**Groundwater Recharge:**~~	~~Impervious Area~~ ~~Residential~~ ~~Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area.~~ ~~Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~ ~~Non-residential - Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

OBJECTIVE 1.2: The Village shall maintain a five-year schedule of capital improvements needs, to be updated annually, in conformance with the Capital Improvements element. Capital improvements needs are defined as: (1) ~~T~~those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

POLICY 1.2.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Solid Waste - No existing deficiencies identified.

Stormwater Management - Maintain a program of annual inspections, on a Drainage Basin basis, as a means of monitoring the efficiency of the system. Assess the results of the annual program each five years to determine whether or not corrective action is needed.

Potable Water - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Groundwater Recharge - No existing deficiencies identified.

POLICY 1.2.2: A Capital Improvements Coordinating Committee headed by the Village Manager, shall be maintained for the purpose of evaluating and ranking

capital improvement projects proposed for inclusion in the five-year schedule of needs.

POLICY 1.2.3: Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines:

Level One - Whether the project is needed to: (a) protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services; and (b) to preserve or achieve full use or efficiency of existing facilities.

Level Two - Whether the project: (a) prevents or reduces future improvement costs; or (b) provides services to developed areas currently lacking full service or promotes in-fill development.

Level Three - Whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

OBJECTIVE 1.3: The Village of North Palm Beach shall continue to provide solid waste collection and drainage services at current levels-of-service to meet existing and projected future demands.

POLICY 1.3.1: The basic solid waste collection service POLICY shall consist of the following components:

1. Maintain the current level of collection service for the residents of the Village.

2. Annually review the need for a contractual agreement for the collection of wastes from commercial establishments presently provided by private haulers in order to assure uninterrupted service and the maintenance of sanitary conditions.

3. Periodically, enlist the assistance of the Solid Waste Authority of Palm Beach County to analyze the efficiency of collection routes in the North Palm Beach area.

4. Maintain a public information service in order to keep the citizens of the Village aware of collection schedules and placement of refuse containers, yard clippings, and other special wastes for collection.

5. Through an annual review, associated with the yearly budget process, maintain a collection system that best serves the residents of North Palm Beach.

6. Maintain regulations which address, but not be limited to, the location of containers and other solid waste to be collected, requirements of residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations to avoid potential health hazards from solid waste being scattered about.

7. Maintain an annual service program of all vehicles and equipment used in the collection service in order to minimize breakdown which may result in interruptions to service schedules.

POLICY 1.3.2: The basic drainage POLICY shall consist of the following Village responsibilities:

1. Continue annual, routine maintenance of catch basins and conduits.

2. Maintain design criteria within the subdivision ordinance to regulate swale plantings so that their design and function is not compromised.

3. Continue solid trash removal from dead end waterways.
4. Continue regulation of maintenance dredging of waterways through permitting processes.

5. Encourage appropriate land use activities in flood prone areas by implementing the Flood Protection Ordinance.

6. Protect the environmentally sensitive areas ~~defined on Figure 3-13A, Future Land Use element,~~ by limiting post-development runoff rates for stormwater exiting the area to pre-development levels.

7. Continue to require the use of the following water quality Best Management Practices (BMPs): Grass swales; vegetative cover; diversion/retention; erosion control; on-site retention; and catch basin cleaning.

8. Maintain regulations within the Village Land Development regulations to require use of such techniques as vegetation, mulches and berms for the control of pollutants from construction sites.

9. Maintain regulations within the Village Land Development regulations to require: (1) ~~M~~maintenance of flood protection levels provided by natural drainage features; and (2) implementation of ~~Chapter 17-25 (Regulation of Stormwater Discharge), Florida Administrative Code.~~ stormwater discharge regulations.

10. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain current pollutant levels at all outfalls within ~~its~~ the Village's jurisdiction as part of the "Wet Weather" sampling program regulations of the NPDES stormwater permitting process.

11. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain levels of pollutants at all dry weather sampling areas (i.e. areas with three days of no rain) as part of its "Dry Weather" sampling program regulations of the NPDES stormwater permitting process.

12. The Village shall establish water quality standards consistent with the timing of NPDES permit program requirements.

OBJECTIVE 1.4: The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services to the Village of North Palm Beach to meet existing and projected future demands.

POLICY 1.4.1: Maintain a liaison with the Solid Waste Authority of Palm Beach County in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.

POLICY 1.4.2: ~~Annually, in conjunction with the yearly budget process,~~ Solid Waste Authority shall evaluate the Village's resource recovery program (i.e. paper collection) to determine whether expansion of the program is economically feasible.

POLICY 1.4.4: The Palm Beach County Solid Waste Authority shall be responsible for financing needed transfer and disposal facilities to serve the Village.

OBJECTIVE 1.5: Seacoast ~~Utilities~~ Utility Authority shall continue to own, operate and maintain sanitary sewer, ~~and~~ potable water, and reclaimed water facilities to meet existing demands and coordinate and administer the extension of, or increase in, the capacity of facilities to meet future needs within the Village of North Palm Beach.

POLICY 1.5.1: The Village shall assure continued service for the residents of the Village by requiring property owners to execute a Developer's Agreement with Seacoast ~~Utilities~~ Utility Authority prior to issuing a Development Order.

POLICY 1.5.2: Annually monitor rate structures by participating on the Authority Governing Board, so that the lowest possible cost results to Village users.

POLICY 1.5.3: The Village shall maintain a high level of coordination with the Authority, by participating upon its Governing Board, with regard to ~~as regards~~ the provision, maintenance and operation of the sanitary sewer and potable water supply systems including the programming and financing of capital improvements.

POLICY 1.5.4: The use of existing properly constructed and functioning septic tank systems within the Village is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment based upon the application of state water quality standards (i.e. Chapter 62-302, F.A.C. for surface water~~,~~ and Chapter 62- 520, F.A.C. for groundwater~~, and Chapter 100-6, F.A.C. for bathing places~~), and that public health standards are compromised, septic tank systems causing or contributing to the situation shall be repaired or replaced.

POLICY 1.5.5: When central sanitary sewer service becomes available to currently unsewered areas, ~~and existing septic tank systems fail to meet state water quality standards and/or endanger the public health,~~ connection to the central system shall be required~~.~~ within 365 days per F.S. 381.00655.

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the ~~2015 – 2025~~ 2024-2034 Ten Year Water Supply Plan Update (Work Plan) ~~dated July 2015~~ for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan ~~at least each five years~~ within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated regional water supply plan. Any changes affecting the Village's Work

Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

OBJECTIVE 1.6: Village stormwater drainage regulations, incorporated within the Subdivision Regulations Ordinance, shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

POLICY 1.6.1: Limit post-development runoff rates and volumes to pre-development conditions ~~consistent with Chapter 40-E, Florida Administrative Code~~ and preserve existing natural drainage features.

POLICY 1.6.2 Village Land Development Regulations shall require the protection and preservation of water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation.

POLICY 1.6.3: Village shall implement a stormwater utility fee to pay for future and existing infrastructure needs.

POLICY 1.6:4: Village shall evaluate the useful life of the stormwater infrastructure to determine future upgrades.

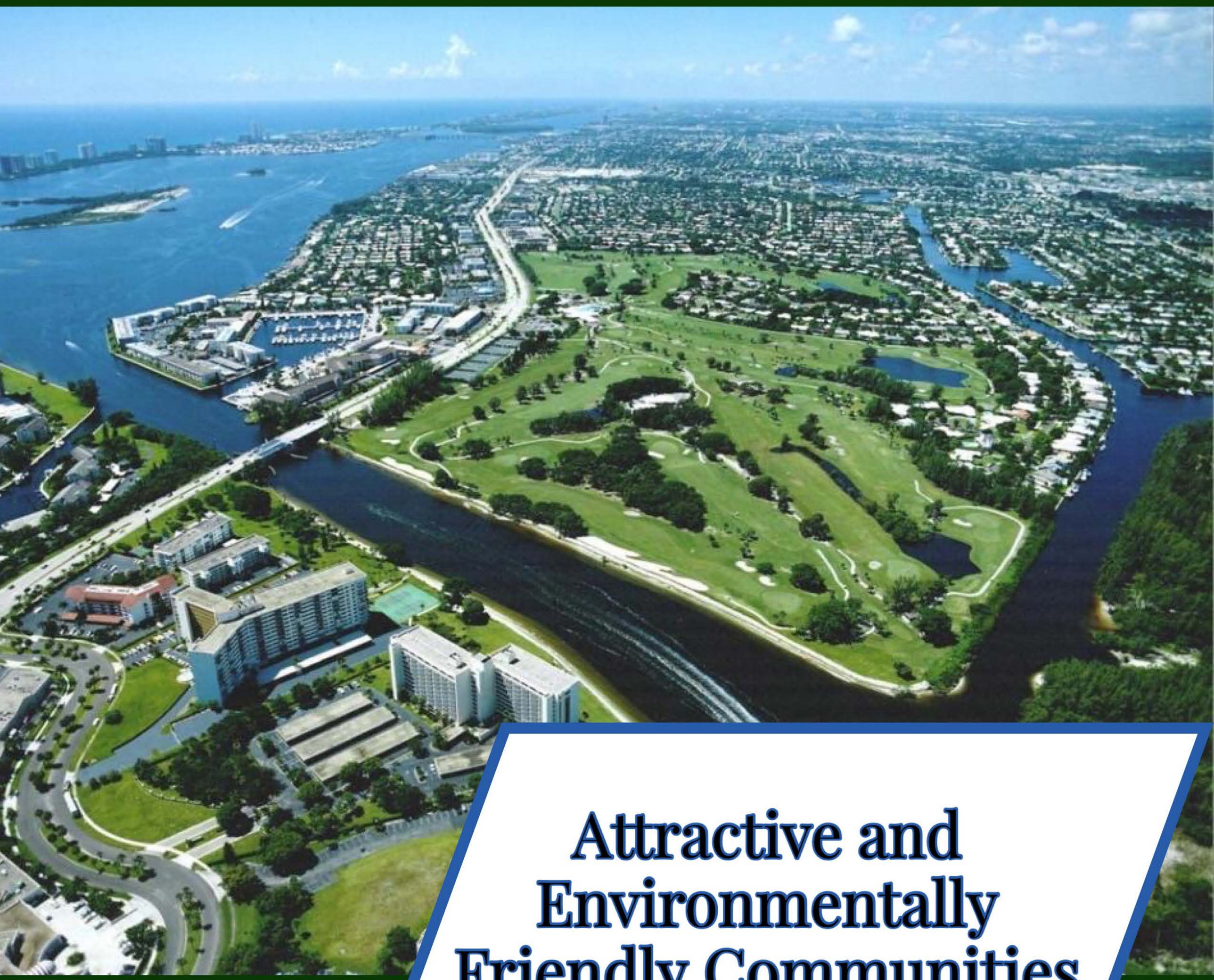
OBJECTIVE 1.7: The Village shall continue to actively participate in potable water conservation programs both on an ongoing and an emergency basis.

POLICY 1.7.1: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.

POLICY 1.7.2: Xeriscape Landscaping practices shall maintained within the Village Land Development Regulations as a means of minimizing future irrigation water needs.

~~POLICY 1.7.3: By implementing the Plumbing Code, the Village shall require the use of low volume fixtures.~~

POLICY 1.7.43: As a means of conserving potable water resources, the Village shall continue to use surface water from the C-~~18~~ 17 canal to irrigate the following areas: ~~P~~parks and recreational areas; municipal areas; median strips along U.S. Highway No. 1 and Northlake Boulevard; and the North Palm Beach Country Club.



Attractive and Environmentally Friendly Communities

- Coastal Management
- Conservation
- Recreation and Open Space

Coastal Management

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

CIE

~~**7.0 COASTAL MANAGEMENT ELEMENT**~~

~~**7.1 INTRODUCTION**~~

~~The Coastal Management element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Coastal Management element requirement and Chapter 9J-5.012, Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Coastal Management goal, objectives and policies is presented in Chapter 7 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 _ Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**7.2 VILLAGE GOAL STATEMENT**~~

~~Protect, conserve and enhance coastal resources while providing for water-dependent land uses in a manner consistent with the general health, safety and welfare of Village residents and visitors.~~

~~**7.3 OBJECTIVES AND POLICIES**~~

CHAPTER 7 – COASTAL MANAGEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL 1.0 - The Village shall protect human life and limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources

OBJECTIVE 1.1: Maintain or improve the environmental integrity of existing wetlands, marine habitats and coastal resources, including historical sites.

Policy 1.1.1: By implementing Special Policy 1.5.4 of the Future Land Use element, prohibit development in the coastal area that will adversely impact existing marine habitats and resources.

Policy 1.1.2: All planned improvements to John D. MacArthur Beach State Park shall be reviewed by the Village for consistency with the Village Goal Statement and Objectives 1.4, 1.6 and 1.7 of this element.

Policy 1.1.3: Adhere to the Palm Beach Countywide Manatee Protection Ordinance, including signage.

Policy 1.1.4: Historic sites in the Coastal Planning Area shall be protected by implementing Policy 1.1.1 of the Future Land Use element.

Policy 1.1.5: The Village marina siting, and regulatory policy shall consist of the following:

1. Commercial marinas, including their accessory uses, such as wet and dry boat storage facilities, gasoline supplies, and minor repair facilities that are incidental to wet boat storage shall be located in areas with a commercial future land use designation, per the Future Land Use Map Series, and a commercial zoning designation.

2. Commercial marinas shall be located ~~with~~ directly adjacent to one of the following water bodies: Lake Worth; Intracoastal Waterway; C-17 Canal (Earman River); or North Lake.

3. Major repair facilities involving large boats, or businesses performing engine overhaul shall be prohibited.

4. All new marinas, and major improvements to existing marinas shall provide sewage pump out service to boats seven meters in length, or more.

5. An application for approval of a new marina shall include an environmental assessment consistent with the current requirements of Section 36-38.1 of the Village Code, including and assessment of water depth, water quality impacts, and needed mitigation actions.

6. An application for approval of a new marina shall include a hurricane contingency plan.

OBJECTIVE 1.2: Maintain or improve estuarine environmental quality.

Policy 1.2.1: The Village shall ensure that marinas are sited to minimize impacts upon coastal and estuarine resources by coordinating with Palm Beach County in the development of a marina siting ordinance and by amending land development regulations to assure consistency with regional policies related thereto.

Policy 1.2.2: Require the use of urban Best Management Practices (BMP's) to reduce non-point source pollutant loadings to estuarine waters via the Village's stormwater drainage system.

Policy 1.2.3: Any discharge to the stormwater system containing any sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, or municipal rules, regulations, orders or permits, is prohibited.

Policy 1.2.4: Continue to ~~review the~~ partner with Palm Beach County and support the implementation ~~results~~ of actions specified in the Lake Worth Lagoon Management Plan ~~Study and~~. The Village shall review any future studies to determine the need for Comprehensive Plan amendments ~~by the Village~~ to further protect marine resources and/or improve water quality.

OBJECTIVE 1.3: The Village shall retain water-dependent recreational land uses, which are accessible to the public.

Policy 1.3.1: The Village shall continue to support the State's efforts to increase public use of, and access to the John D. MacArthur Beach State Park facility in Planning Area 1.

Policy 1.3.2: The Village shall continue to provide public access by maintaining the following facilities: Anchorage Marina (active boating facility); and Lakeside Park (passive recreational facility).

Policy 1.3.3: Redevelopment proposals that include an existing water-dependent land use may be allowed, via the planned unit development or variance procedure, to exceed the maximum intensity standards listed in Policy 1.1.~~A.~~4 of the Future Land Use Element, provided that: (1) such redevelopment proposals are found by the Village to be compatible with neighboring land uses; (2) the water-dependent land use is retained and/or enhanced; and (3) public access is retained or provided.

OBJECTIVE 1.4: Protect beaches and dunes and minimize impacts of man-made structures while providing public access to the entirety of the beaches and shoreline areas in Planning Area 1.

Policy 1.4.1: Future development in Planning Area 1 shall be consistent with the John D. MacArthur Beach State Park ~~Master~~ Management Plan.

Policy 1.4.2: Erosion control measures shall be limited to those that do not interfere with normal littoral processes, sea turtle

nesting and hatching activities or negatively impact coastal natural resources.

Policy 1.4.3 Allow only native dune vegetation to be used in landscaping of dune systems in Planning Area 1 consistent with the criteria established in the John D. MacArthur State Park Master Plan.

Policy 1.4.4: Beach and dune alteration and construction shall be consistent with the John D. MacArthur State Park Master Plan.

OBJECTIVE 1.5: Maintain or reduce hurricane evacuation times by implementing the Future Land Use and Capital Improvements elements and increasing the database regarding special needs populations and continuing to participate in the County ~~Peacetime~~ Comprehensive Emergency Management Plan.

Policy 1.5.1: The Village shall identify through notice in the Village newsletter and/or utility bills, residents who need special assistance during emergency evacuation and notify the appropriate civil and emergency management agencies of the same.

Policy 1.5.2: Provide constant input to the Emergency Management Center with respect to road conditions, accidents, flooding, and the status of evacuation activities, during hurricane evacuation periods through the Village Public ~~Safety~~ Works Department.

Policy 1.5.3: Urban development in Planning Area 1 shall be discouraged by implementing the "Conservation/Open Space" Land Use designation.

Policy 1.5.4: North Palm Beach shall continue to participate with Palm Beach County and other local municipalities in developing and executing an ongoing unified strategy (Local Mitigation Strategy) for reducing the Village's vulnerability to identified natural, technological and societal hazards.

OBJECTIVE 1.6: Regulate development and limit public expenditures that subsidize development in coastal high hazard areas, (i.e. The area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, as illustrated on RCM- Map 2. ~~Figure 3-7 of the Future Land Use Map Series).~~

Policy 1.6.1: The repair, relocation, or replacement of infrastructure within the coastal high hazard area shall be prioritized when State funding is needed as follows: (1) When the

general health, safety and welfare of the community is directly impacted, the use of State funding shall be used for repair, or replacement of infrastructure; (2) When the general health, safety and welfare is not directly impacted, repair of infrastructure can be considered; and (3) relocation of infrastructure shall be given the lowest of priority.

Policy 1.6.2: As part of this Comprehensive Plan, the Village shall designate Planning Area 1 as a "non-service area" (Ref: Objective 6, Capital Improvements element).

Policy 1.6.3: A development shall not be approved unless all land intended for use as building sites can be used safely for building purposes, without danger from flooding or other inundation. In order to determine potential danger from flooding, or other inundation in the coastal high hazard area, the Village Public ~~Services~~ Works Department may require the submittal of a Flood Hazard Report, pursuant to Section 36-11 (24) of the Village Code, prior to issuing a development order.

Policy 1.6.4: The Village shall discourage expenditure of public funds in the coastal high hazard area, unless funds are to be used to upgrade existing facilities or infrastructure, or to replace damaged infrastructure.

OBJECTIVE 1.7: Level-of-Service Standards in the Coastal Planning Area shall be defined by the application of Policies 1.5.1, 1.6.1 and 1.6.2 of the Capital Improvements E~~e~~lement. Phasing of infrastructure shall be defined by the application of Policy 1.5.2 of the Capital Improvements element.

Policy 1.7.1: Through citizen advisory committees, evaluate the need for additional water-dependent and water-related uses in the coastal planning area. Additional needs should be identified in conjunction with the recommendations generated in Objective 1; Recreation and Open Space element.

OBJECTIVE 1.8: The Village shall provide for post-disaster redevelopment plans, which will reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 1.8.1: The Village shall provide for repair, relocation, or structural modification of damaged infrastructure and services, according to the priorities established in Policy 1.6.1, and consistent with federal funding requirements. Priority shall be given to immediate clean-up actions, and the maintenance of critical municipal services in the coastal high-hazard area, including but not limited to local roadways, drainage systems,

and solid waste collection service that are the operational responsibility of the Village.

Policy 1.8.2: The Village shall limit development in Planning Area 1 to Conservation/Open Space uses. Further, the Village shall require redevelopment in the coastal high-hazard area to conform to current building pad elevation standards.

Policy 1.8.3: The Village, where possible and economically feasible, shall: (1) Discourage the expenditure of public funds to build new facilities and infrastructure within the coastal high hazard area; and (2) locate public infrastructure and facilities outside of the coastal high-hazard area.

OBJECTIVE 1.9: Create a Coastal Planning Area identifying specific properties located within a flood zone, which are more at-risk of natural disaster hazards.

Policy 1.9.1: All structures within the Coastal Planning Area shall be constructed one (1) foot above the minimum Base Flood Elevation established in the FEMA Flood Insurance Rate Maps.

Policy 1.9.2: All seawalls shall be placed at a height equal or above four (4) foot NAVD88. ~~the lowest base flood elevation for the property.~~

Policy 1.9.3: Property owners shall be encouraged to raise lands out of the flood zone during substantial redevelopment and seek a Letter of Map Change request from FEMA.

Policy 1.9.4: The Village shall encourage property owners to provide yearly maintenance and assessment of seawall stability.

OBJECTIVE 1.10: The Village shall continue to participate in the National Flood Insurance Program and maintain the lowest possible Community Rating System level.

Policy 1.10.1: The Village shall consider the acquisition of at-risk lands within the Coastal Planning Area as opportunities arise.

Conservation

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8

~~**8.0 CONSERVATION**~~

~~**8.1 INTRODUCTION**~~

~~The Conservation element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Conservation element requirement and Chapter 9J-5.013 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Conservation goal, objectives and policies is presented in Chapter 8 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**8.2 VILLAGE GOAL STATEMENT**~~

~~Protect, conserve and enhance existing natural resources, including vegetative communities, fish and wildlife habitats and species of special concern.~~

~~**8.3 OBJECTIVES AND POLICIES**~~

CHAPTER 8 CONSERVATION

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: Ensure the conservation and appropriate use of minerals, soils, and native vegetative communities through the continued enforcement of Village rules and regulations and development (site) plan reviews.

OBJECTIVE 1.*1*: Protect air quality and reduce energy consumption within the Village.

Policy 1.1.1: ~~Continue the required use, within the Village Land Development Regulations, of~~ Support construction practices such as seeding, wetting and mulching which minimize airborne dust and particulate emission generated by construction activities. These practices shall be undertaken within 30 days of completion of clearing work.

Policy 1.1.2: Open burning of land clearing debris shall be prohibited without a permit issued by the Palm Beach County Health Department.

Policy 1.1.3: The Village supports the County's efforts to reduce the potential for automotive emission pollution by programs such as carpooling, public transportation, public mass transit, employer-based transportation management, and work from home. ~~use of~~

~~flex time~~. Further, create public awareness of the benefits of limiting the idling of vehicles.

Policy 1.1.4: Coordinate, as necessary with county transportation planning agencies to increase the quality of public mass transit services within the Village consistent with Policy 1.9.1; Transportation element.

~~**Policy 1.5**: Participate in the county-wide effort to require all gas station pumps be equipped with vapor recovery systems. The Village shall adopt an ordinance to this effect or continue to participate in implementing the countywide ordinance.:. Encourage measures to verify quality of motor vehicle air emission equipment.~~

Policy 1.1.5~~6~~: Educate the public on the proper placement of canopy trees and other landscape materials in order to strategically provide shade and reduce energy consumption.

OBJECTIVE 1.2: Protect, conserve and enhance the ~~water~~ quality of waters that flow into estuarine or oceanic waters within the Village through the implementation of Best Management Practices (BMP's) ~~including~~.

Policy 1.2.1: Continue to require the use of Urban Best Management Practices (BMP's within the Village's development regulations.

Policy 1.2.2: Village land development regulations shall continue to require that, in water management systems where use of stormwater retention systems is necessary, any modifications to, or construction of canals shall incorporate water and habitat quality enhancement features such as planned littoral zones or shallow shelves, bank slopes conducive to shoreline vegetation and immediate vegetative stabilization of any bare ground adjacent to the system, as appropriate.

Policy 1.2.3: Except as in accordance with a valid NPDES permit, any discharge to the Village stormwater system that is not composed entirely of stormwater is prohibited. ~~Unless the Director of Public Services determines that they are not properly managed, authorized exceptions to this policy are as follows:~~ The following exceptions apply: (a) Flows from fire fighting, water line flushing, and other contributions from potable water sources; (b) landscape irrigation and lawn watering, (c) irrigation water; (d) diverted stream flows; (e) rising groundwaters; (f) direct infiltration to the stormwater system; (g) uncontaminated pumped groundwater; (h) foundation and footing drains; (i) water from crawl space pumps; 0) air conditioning condensation; (k)

individual residential car washings; (l)flows from riparian habitats and wetlands; and (m) de-chlorinated swimming pool contributions. The Director of Public Works may prohibit any of the above exceptions if they are not properly managed.

Policy 1.2.4: The Village shall protect water quality by restricting activities and land uses known to adversely affect the quality and quantity of identified water sources such as natural groundwater aquifer recharge areas and wellhead protection areas. The Village's ground water protection policy shall consist of the following:

- Policy 32.2 Future Land Use element;
- Policy 32.3 Future Land Use element;
- Policy 43.3 Future Land Use element;
- Special Policy 5.17 Future Land Use element;
- Policy 1.4 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge (~~Utilities~~ Infrastructure) element;
- Policy 1. 5 ~~Utilities~~ Infrastructure element,
- Policy 5.4 ~~Utilities~~ Infrastructure element; and
- Policy 5.5 ~~Utilities~~ Infrastructure element.

OBJECTIVE 1.3: Conserve potable water supplies during periods of water shortage, as defined by the South Florida Water Management District.

Policy 1.3.1: Continue to institute emergency water conservation techniques and programs under the direction of South Florida Water Management District, as per Chapter 40E-21, Florida Administrative Code.

Policy 1.3.2: Current per capita consumption rates indicate that there is a need to conserve water usage. Therefore, the Village shall protect water resources by adopting the South Florida Water Management District's mandatory year-round landscape irrigation conservation measures. ~~no need to reduce water usage within the Village during 1999-2005 period.~~

OBJECTIVE 1.4: Conserve soil and native plant communities and remove and prevent the spread of invasive exotic plant species.

Policy 1.4.1 Develop and maintain erosion control plans for areas experiencing continued erosion of shoreline or banks. The Village shall continue to seek assistance from the SFWMD to institute an erosion control program for the C-17 Canal.

Policy 1.4.2: Land development regulations shall contain: (1) The requirement that all applications for new development contain an inventory of native plant communities and endangered species and a program for the preservation thereof; (2) a statement regarding the suitability of soils for development; and (3) the prohibition of planting exotic, invasive plant species and a program for the removal thereof.

Policy 1.4.3: ~~The Village shall continue its annual program of exotic plant species removal and/or trimming on public lands with the Village limits.~~ All new developments and substantial redevelopment should be encouraged to utilize native plant material to the greatest extent feasible when providing required landscape material.

OBJECTIVE 1.5: Conserve and protect fish and wildlife and their habitats.

Policy 1.5.1 No person shall operate a boat, or any other vessel, including water sport apparatus or other physical object capable of transporting human beings or other cargo on water, at a speed in excess of five miles per hour, in any of the waterways within the Village, with the exception of the waters of Lake Worth and the Intracoastal Waterway, except in cases of fire or extreme emergency.

Policy 1.5.2: ~~Upon completion of the Manatee Protection program for Palm Beach County, I~~ Incorporate pertinent control measures within the Village's Comprehensive Plan to comply with the Palm Beach County Manatee Protection Program

OBJECTIVE 1.6: The Village shall maintain measures regulating the management and mitigation of hazardous wastes and materials.

Policy 1.6.1: The Village shall maintain an ordinance regulating the storage and disposal of hazardous wastes and materials.

~~**Policy 6.2**: The Village shall provide for management of hazardous wastes to protect natural resources through its local Haz-Mat team.~~

Policy 1.6.23: The ~~Public Safety~~ Fire Rescue Department shall take any necessary actions, including clean-up, removal and/or abatement of hazardous substances discharged upon or into public or private property, or facilities within the Village. Further, any person or persons responsible for causing or allowing an unauthorized discharge of hazardous substances requiring the action of the Fire Rescue ~~Public Safety~~ Department, or its authorized agents, shall reimburse the Village for the full amount of all costs associated with investigating, mitigating, minimizing,

removing and abating any such discharge, according to a payment schedule established by the Village.

OBJECTIVE 1.7: The Village of North Palm Beach will protect and conserve mangroves, wetlands and sea grasses to ensure that there will be no net loss of the existing natural resources within the Village.

Policy 1.7.1: Mangrove, wetlands and sea grass areas within the Village shall be deemed environmentally sensitive in recognition of their many natural functions and values, and, to further the public interest, shall be protected from incompatible land uses. The Village shall afford protection to all these resources regardless of size.

Policy 1.7.2: The definition of mangroves and wetlands to be used for regulatory purposes by the Village shall be the most comprehensive definition of the definitions of wetlands used by the South Florida Water Management District, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Representatives of these agencies will be contacted for assistance in identifying the location of all wetland areas within the Village.

Policy 1.7 .3: The location of mangrove, wetland, and sea grass areas shall be identified by survey at the time of a development application review. The Village shall not issue a development order or permit for a parcel until all such areas on and adjacent to the subject parcel have been identified and located.

Policy 1.7.4: No development, including residential development, shall be permitted within mangrove or other wetland areas unless project alternatives that would avoid mangrove and wetland impacts are unavailable and mitigation is provided by the applicant to offset adverse impacts. For purposes of this policy, sufficient mitigation is defined as that which is required by F.S. § 403.9332~~Florida Administrative Code Rules 17-312.300 through 17-312.390.~~

Policy 1.7.7: No pier, dock or walkway shall be located on submerged land which is vegetated with sea grasses except as is necessary to reach waters at a depth as prescribed by the State Department of Environmental Protection. The docking terminus shall not be located over a sea grass bed.

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

Policy 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

Policy 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent that they may apply to the Village of North Palm Beach.

Policy 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

OBJECTIVE 1.9: Encourage and promote green design techniques for new development, redevelopment and infill projects.

Policy 1.9.1 Water reduction through use of native vegetation, reduction in urban heat island effects by selecting alternative materials, and reduction in energy consumption through building systems and design.

Policy 1.9.2 Support creation of community gardens on Village owned property.

Policy 1.9.3 Encourage education of Village residents to utilize native vegetation within private property landscaping.

Recreation and Open Space

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 9

~~**9.0 RECREATION AND OPEN SPACE**~~

~~**9.1 INTRODUCTION**~~

~~The Recreation and Open Space requirement was repealed by the Florida Legislature in 1996.However, Chapter 163.3177, (7)(k), Florida Statutes permits a local government to include additional elements, which are deemed necessary by the local government, upon recommendation of the Local Planning Agency (LPA).~~

~~Due to the importance of recreational facilities to the character of North Palm Beach, the Village has determined it necessary to maintain the Recreation And Open Space element within the Comprehensive Plan.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Recreation and Open Space goal, objectives and policies is presented in Chapter 9 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~**9.2 VILLAGE GOAL STATEMENT**~~

~~Ensure that the existing and future recreation and open space facilities and programs are maintained and improved in order to meet current and projected needs of Village residents.~~

CHAPTER 9 - RECREATION AND OPEN SPACE

GOALS, OBJECTIVES, AND POLICIES

GOAL 1: To ensure adequate recreation and open space opportunities for all sectors of the community and enhance the quality of life North Palm Beach offers through the development of attractive parks, recreation facilities, and open spaces.

OBJECTIVE 1.1: Maintain, annually review, and update as necessary, the master development program for all Village recreation facilities.

Policy 1.1.1: On an annual basis, review each existing recreation facility in terms of its recreation development potential by analyzing existing uses, parking areas, condition of facilities and site design characteristics.

Policy 1.1.2: The Village shall investigate development of a Parks Master Plan to assess desired and needed recreation amenities.

OBJECTIVE 1.2: All existing recreation facilities shall be maintained, as financially feasible, at a level equivalent to that which is currently in use ~~evidence~~.

Policy 1.2.1: Provide maintenance program funding for existing and future recreation facilities through the annual budgeting process, including an annual review of facility condition, and user and permit fees.

Policy 1.2.2: Encourage "adopt a park" program to be utilized by various neighborhood groups and organizations.

Policy 1.2.3: Enhance parks facilities by establishing a requirement for development impact fees.

OBJECTIVE 1.3: Plan for the provision of facilities in advance of their actual need.

Policy 1.3.1: Maintain a five-year Capital Improvement Program for recreation facilities based upon the results of the annual review completed pursuant to Policy 1.1.

Policy 1.3.2: Long-range recreation improvements for land and facilities shall be based upon projected needs of the buildout population

Policy 1.3.3: Continue to require recreational site dedications for new developments as currently required by the Subdivision Ordinance.

OBJECTIVE 1.4: Review leisure programs, on an annual basis, in conjunction with the Village budget procedure as a means of meeting current resident needs.

Policy 1.4.1: Continue to expand library cultural programs to include all ages.

Policy 1.4.2: Continue to plan expansion of all programs to satisfy population increases with the aid and advisement of citizen advisory boards.

OBJECTIVE 1.5: Establish Level of Service Standards for recreation facilities and open spaces within the Village.

Policy 1.5.1 ~~Level-of-Service Standards, per Table 9-1, shall be maintained for recreation and open space facilities within the Village and incorporated within the Village Land Development Regulations.~~ A level of service standard shall be maintained at the current level of development: 4.15 acres of neighborhood and community park space per 1000 residents.

Policy 1.5.2: Specific open space definitions consistent with Level-of-Service Standards shall be maintained within Village Land Development Regulations.

OBJECTIVE 1.6: ~~Reserved.~~ Identify and assess opportunities for enhanced youth sports activities.

Policy 1.6.1: Identify service gaps in youth sports leagues that neighboring municipalities are not providing.

Policy 1.6.2: Provide opportunities for residents and general public to utilize Village facilities, which may operate independently of the Village Recreational programs.

OBJECTIVE 1.7: Increase the existing capacity ~~inventory~~ of recreation and areas open space facilities by coordinating public and private resources.

Policy 1.7.1: ~~Enter~~ Assess the viability of entering into an agreement with ~~The Benjamin School~~ public and private schools for the joint use of the ~~football/soccer~~ athletic fields as future needs dictate.

Policy 1.7 .2: Development of park sites shall be consistent with specific plans designed to:

A) Achieve cost efficiency;
B) Fulfill the spatial and functional needs of the intended uses;
C) Enhance the appearance of the Village;
D) Establish highly visible Village points of interest, which create a sense of community.
E) Provide accessibility to all residents.

~~Enforce open space and recreation site dedications as required by the zoning and subdivision ordinance through the Village Land Development approval process.~~

OBJECTIVE 1.8: Provide access to library resources for all Village residents.

Policy 1.8.1: Continue to encourage the equitable inter-community sharing of recreational and library facilities.

OBJECTIVE 1.9: The Village shall improve and enhance access to parks, recreation and community facilities by establishing connections to activity centers and neighborhoods through sidewalks and enhanced streetscapes by developing a Village trail system.

Policy 1.9.1: ~~Investigate the need for~~ Develop a Bicycle and Pedestrian Master Plan by 2026.

Policy 1.9.2: Identify gaps in pedestrian connectivity and establish Village rights-of-way and properties to create connections.

Policy 1.9.3: Private entities shall be encouraged to dedicate access easements to the Village as necessary to create connections identified in a Bicycle and Pedestrian Plan.

OBJECTIVE 1.10: Maintain the North Palm Beach Country Club open to the public.

Policy 1.10.1: Consider creation of a strategic plan to identify fiscal and operational sustainability of the Country Club facilities.

~~TABLE 9-1~~

~~RECREATION AND OPEN SPACE~~

~~LEVEL OF SERVICE STANDARDS TABLE~~

~~Classification Area/Activity~~	~~Standard (unit/population)~~
~~Neighborhood Parks~~	~~2 acres/1 , 000~~
~~Community Parks~~	~~2 acres/1 , 000~~
~~Beaches~~	~~1 mile/31,250~~
~~Marinas~~	~~1 slip/2,500~~
~~Boating~~	~~1 ramp/6,250~~
~~Golf Courses~~	~~9 holes/30,000~~
~~Swimming~~	~~1 pool/31,250~~
~~Tennis~~	~~1 court/2,500~~
~~Basketball~~	~~1 court/2,500~~
~~Shuffleboard~~	~~1 court/6,250~~
~~Baseball/Softball~~	~~1 field/7 ,200~~
~~Football/Soccer~~	~~1 field/4,800~~
~~Handball/Racquetball~~	~~1 court/6,000~~
~~Playground Areas~~	~~1 area/3,600~~
~~Volleyball~~	~~1 court/7,200~~

Responsible and Accessible Government

- Intergovernmental Coordination
- Property Rights
- Evaluation and Monitoring

Intergovernmental Coordination

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government

Element 10

~~10.0 INTRODUCTION~~

~~The Intergovernmental Coordination element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (h), Florida Statues, establishes the Intergovernmental Coordination requirement and Chapter 9J-5.015 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Intergovernmental Coordination goal, objectives and policies is presented in Chapter 10 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report date 1999_Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR- Based Amendment Support Documentation dated 2009.~~

~~10.1 VILLAGE GOAL STATEMENT~~

~~Maintain and initiate, where necessary, an efficient and effective network of intergovernmental coordination mechanisms oriented to addressing issues and needs necessary to implement the goals and objectives of the North Palm Beach Comprehensive Plan. Further, intergovernmental coordination shall be oriented to maintaining the current character of the Village, while addressing issues and needs necessary to maintain adopted Level-of-Service (LOS) Standards.~~

~~10.2~~ CHAPTER 10- INTERGOVERNMENTAL COORDINATION

GOALS, OBJECTIVES AND POLICIES

GOAL 1: To improve governmental efficient and effectiveness and resolve conflicts and incompatibilities through cooperation, communication and flexible relationships between North Palm Beach and all other governmental organizations which share common interests and issues.

OBJECTIVE 1.1: Coordinate Comprehensive Plan and Conflict Resolution. Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board, and current service providers.

Policy 1.1.1: All relevant information necessary for review and comment by affected governments shall be supplied by the Village.

Policy 1.1.2: Notify Lake Park, Palm Beach Gardens, Riviera Beach, Palm Beach County, the Palm Beach County School Board and

municipal service providers regarding pending land use amendments ~~or land development decisions~~ within North Palm Beach. Formally notify appropriate governments of pending planning or development activities on lands adjacent to their borders, including the need for additional intergovernmental coordination mechanisms. Comments regarding the impacts upon adjacent municipalities shall be formally considered by the Village prior to making a land use planning or development decision in these areas. If the Village and the commenting municipality cannot devise the means to jointly mitigate perceived adverse impacts, the Village shall initiate a request for mediation services offered by the Treasure Coast Regional Planning Council.

~~Policy 1.3: Notify the Treasure Coast Regional Planning Council during the Village comprehensive plan amendment process and provide an opportunity for their review and comment.~~

Policy 1.1.3~~4~~: Continue the current level of participation in the implementation of the Palm Beach County Housing Assistance Plan. ~~by updating and executing the current Interlocal Agreement upon request by the Palm Beach County Department of Community Development~~. Further, participate with other local government, under the direction of Palm Beach County, to develop and implement a "fair-share" program to address countywide very-low, low and moderate income housing needs, including financing mechanisms and incentives and participation in State and/or Federal subsidy programs.

Policy 1.1.4~~5~~: Maintain the Village Zoning Code provisions regarding the placement of Community Residential ~~Group~~ Home facilities in North Palm Beach.

Policy 1.1.5~~6~~: Investigate a joint-use arrangement with Benjamin School as a means of meeting future recreational facilities needs in the Village.

Policy 1.1.6~~7~~: ~~Pending the results of the County environmental study of Lake Worth,~~ Participate with other local governments in the development and implementation of a Lake Worth Lagoon Management Plan.

Policy 1.17.~~8~~: The Village shall continue participating in the ~~"Comprehensive Plan Amendment" (IPARC) interlocal agreement~~ Palm Beach County "Intergovernmental Plan Amendment Review Committee" (IPARC) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District and various special districts in the formalized effort to establish a countywide intergovernmental coordination program. The program is established to review proposed changes to comprehensive plans of adjacent local governments, as well as the plans of other entities providing services, but not having regulatory authority over the use of land.

Policy 1.1.8~~9~~: The Village shall continue to participate in ~~"Multi-Jurisdictional Issues Coordination Forum" interlocal agreement~~ the Palm Beach County "Issues Coordination Forum" (Issues Forum) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District, and various special districts in order to participate in the formalized effort to create a multi-jurisdictional issues forum. The program will facilitate the identification and resolution of countywide issues by providing a vehicle for consensus building through joint research and debate.

Policy 1.1.9~~10~~: If an issue is identified through the Intergovernmental Plan Amendment Review Committee (IPARC) review process ~~(Ref: Policy 1.8)~~ or the Issues Coordination Forum ~~(Ref: Policy 1.9)~~, utilize interlocal agreements to identify joint planning areas and implement planning responsibilities, as necessary.

Policy 1.1.10~~1~~: If it is determined during the development order review process that a development within the Village of North Palm Beach will have negative impacts upon levels- of- service (i.e. cause the service level to fall below adopted L.O.S. standards) within a neighboring jurisdiction, then the Village shall negotiate an interlocal agreement to address: (1) h~~H~~ow the costs of impacts will be borne; and (2) w~~W~~ho will bear the costs of impacts.

Policy 1.1.11~~2~~: North Palm Beach shall coordinate with those schools which serve the Village, and are part of the State University System, regarding the development of campus master plans, or amendments thereto, in accordance with Section 240.155, Florida Statutes.

~~Policy 1.13: Continue to participate in The Northlake Boulevard Corridor Task Force, whose purpose is to develop consistent standards for signage and development along the roadway.~~

Policy 1.1.12~~4~~: ~~Continue to participate in the Lake Worth Hike/Bike Trail Task Force, whose purpose isto develop a trail for use by pedestrians and bicyclists, including John D. MacArthur Beach State Park, Singer Island, and U.S. Highway No. 1.~~

Policy 1.1.13~~5~~: Require that all applicants for development approval procure written confirmation of availability of potable water service prior to the issuance of a building permit.

OBJECTIVE 1.2: Coordinate Annexation Procedures In conjunction with the Future Annexation Areas map, ~~(Ref: Figure 13-1, Annexation element)~~ continue to coordinate with appropriate jurisdictions regarding: (1) the elimination of enclaves in Planning Areas 2, 5, and 7; and (2) the elimination or mitigation of potential land use conflicts with adjacent development activities in Planning Areas 1, 5, and 7.

Policy 1.2.1: Continue to coordinate with neighboring jurisdictions, including the Florida Department of Transportation, ~~Metropolitan~~ Transportation Planning Authority ~~Organization~~, Palm Beach County, Palm Beach Gardens, Juno Beach, Jupiter, and Tequesta regarding the issues of: (1) reducing ~~maintaining~~ U.S. Highway No. 1 to ~~as~~ a four-lane section; and (2) creation of a greenway and bicycle path along U.S. Highway No. 1 within the current right-of-way.

Policy 1.2.2: At the time of each required Evaluation and Appraisal Report-based Comprehensive Plan update, the Village shall continue to participate in the comprehensive planning processes of Palm Beach Gardens and Lake Park ~~Riviera Beach~~ regarding the protection of existing land uses in North Palm Beach from potential adverse impacts of development on properties in adjacent municipal jurisdictions.

Policy 1.2.3 ~~2.3:~~ Prior to, or concurrently with any annexation action by the Village in the area west of Ellison Wilson Road, within Planning Area 2, petition the City of Palm Beach Gardens to de-annex the Ellison Wilson Road right-of-way.

OBJECTIVE 1.3: Coordinate Level of Service (LOS) Standards. Establish Level-of-Service (LOS) Standards consistent with those of adjacent local governments and current service providers, while recognizing potential differences in local circumstances.

Policy 1.3.1 Should future conditions dictate, officially request the Florida Department of Transportation, Treasure Coast Regional Planning Council and Palm Beach County to jointly participate in designating the link of State Road A1A in Planning Area 1 as a "constrained facility", subject to a reduced level of performance.

Policy 1.3.2: For planning purposes, the Village shall use system-wide potable water and wastewater level-of-service standards developed by Seacoast Utility Authority.

Policy 1.3.3: Request the South Florida Water Management District to jointly develop a program to investigate alternative means to control bank erosion problems along the C- 17 Canal, including the development of a scope of work and project funding.

Policy 1.3.4: The Village will coordinate adopted solid waste LOS standards with Palm Beach County and Solid Waste Authority.

Policy 1.3.5: Utilize the University of Florida's Bureau of Economic and Business Research (BEBR) data to extrapolate population projections for comprehensive planning purposes.

Policy 1.3.6 The Village will provide Palm Tran the data needed for effective implementation of overall service, including the provision of services for transportation-disadvantaged residents.

Policy 1.3.7: The Village shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning" which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on December 15, 2015, consistent with s.163.3177(6)(h)1and 2. F.S., and 163.3180, F.S.

OBJECTIVE 1.4: Coordinate Growth Management Issues. At the time of each required ~~Five Year~~ Evaluation and Appraisal Report-based Comprehensive Plan update, and through local land development approval processes, coordinate with agencies and governments charged with planning and/or review

responsibilities at all levels of government for the purpose of maintaining consistency among planning and development activities.

Policy 1.4.1: Annually evaluate the need to strengthen mutual and automatic aid agreements for: (1) fire and police protection; and (2) public safety ~~emergency medical~~ services communications. The annual evaluation shall be completed in conjunction with the Village budget process.

Policy 1.4.2: Maintain current standards and responsible performance in the development and execution of interlocal agreements with other jurisdictions.

Policy 1.4.3: Continue to participate in the management of the Lake Worth estuarine system, under the guidance of County, State and Federal regulatory agencies, in conservation and management programs by requiring all necessary permits (i.e. dredge and fill, surface water management, etc.) to be submitted to the Village prior to issuing a building permit.

Policy 1.4.4: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall confirm the availability of potable water service, consistent with the regional water supply plan and Ten-Year Water Supply Facility Plans of Seacoast Utility Authority and Palm Beach County.

Policy 1.4.5 The Village will continue to coordinate with the Palm Beach County Board of County Commissioners staff for the provision of countywide services, including but not limited to, solid waste landfills and the Palm Beach County Emergency Operations Center.

OBJECTIVE 1.5: Dredging Coordination. Coordinate with appropriate state and federal agencies having siting, maintenance, and operations responsibilities in the designation of future dredge spoil disposal sites within the Village, as required.

Policy 1.5.1: Should future sites be required, the Village shall work cooperatively with regulatory agencies to identify appropriate dredge spoil disposal sites.

~~Policy 5.2: If a dispute arises between the Village and a regulatory agency regarding the location of a dredge spoil disposal site, the~~

~~conflict shall be resolved through the dispute resolution process of the Coastal Resources interagency Management Committee.~~

Property Rights

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government

Element 11

GOALS, OBJECTIVES AND POLICIES

~~14.0 PROPERTY RIGHTS~~

~~14.1 INTRODUCTION~~

~~Section 166.3177(6)(i)1, Florida Statutes, requires each local government to include in its Comprehensive Plan a Property Rights Element to ensure that private property rights are considered in local decision making.~~

~~14.2 VILLAGE GOAL STATEMENT~~

~~The Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.~~

~~14.3 OBJECTIVE AND POLICY~~

GOAL 1: Ensure that the Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

OBJECTIVE 1: The Village will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1: The Village will consider the following rights in its decision making:

a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

The right of property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

c. The right of a property owner to dispose of his or her property through sale orgift.

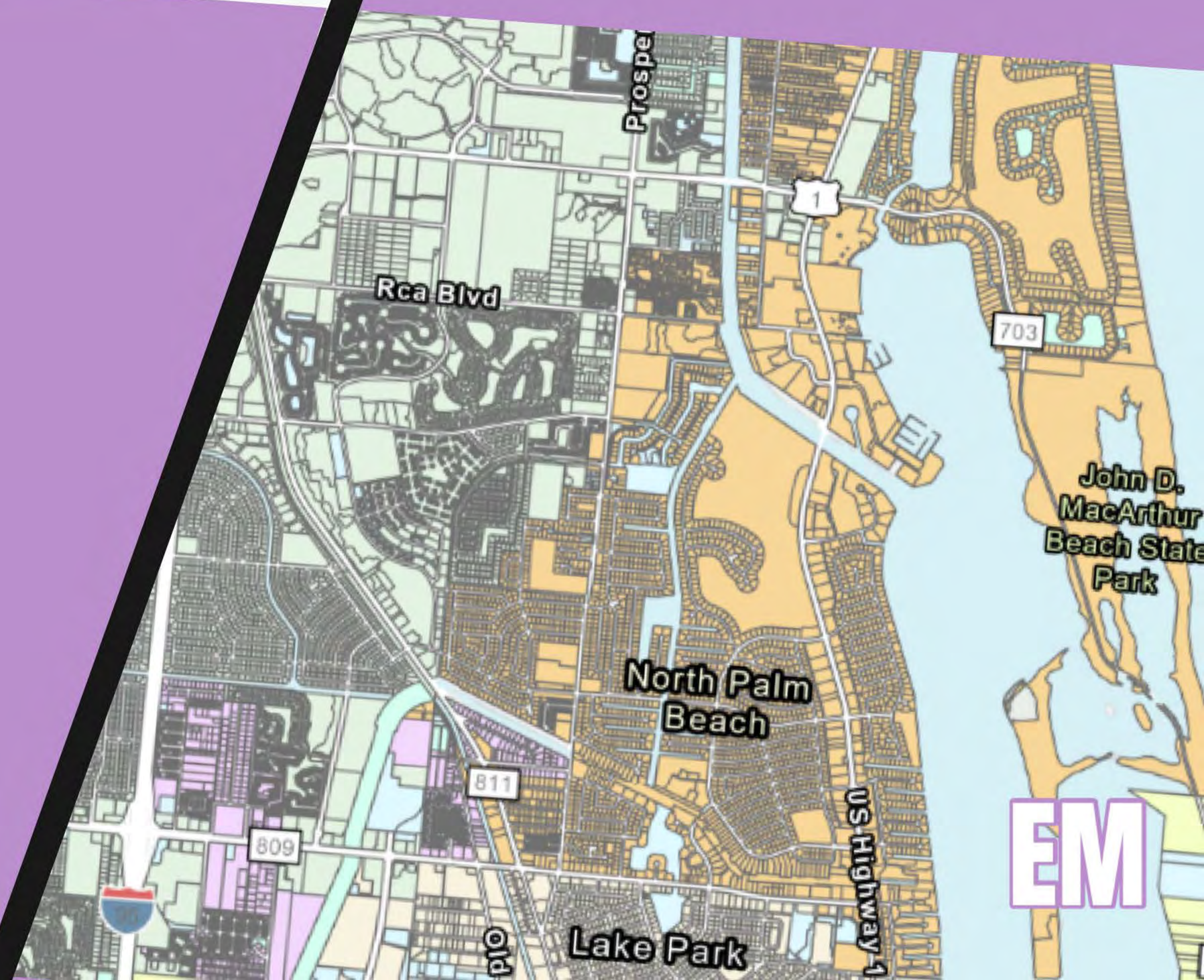
Policy 1.1.2: Balancing the judicially acknowledged and constitutionally protected rights of property ownership with the obligations and responsibilities of each property owner to the shared aspirations, goals and sense of community that the residents of North Palm Beach value and desire to preserve

Evaluation and Monitoring

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government

Element 12



Chapter 12 EVALUATION AND MONITORING PROCEDURES:

In accordance with Florida Statutes, Chapter 163, and Rule 9J-5, FAC, the following will provide the evaluation and monitoring procedures for the Village of North Palm Beach Comprehensive Plan. The purpose of these procedures is to evaluate and appraise the implementation of the Comprehensive Plan including monitoring and data evaluation of procedures for a 4-5 year period. These procedures identify minimum requirements for monitoring and evaluation of this Comprehensive Plan. However, they do not preclude more extensive or more frequent monitoring, evaluation, and update of other items contained in, or related to, the goals, objectives, and policies of the Comprehensive Plan.

This section will include the following areas:

A. Citizen Participation

In order to encourage and facilitate public participation in the comprehensive planning process, the Village of North Palm Beach will ensure that the general public is informed and notified of all public meetings regarding the Evaluation and Appraisal Report as well as amendments to the Comprehensive Plan. This will include advertised notices of hearings before the Local Planning Agency and the Village Council, which will be published in newspapers of general circulation at least seven (7) days prior to the date of the transmittal hearing and five (5) days prior to the adoption hearing. The notice shall specify the time and place of the hearing, the matter to be considered, and where the materials to be considered can be reviewed. This process will also allow for interested parties to provide written and/or oral comments at the public hearings, so that these comments can be considered in the deliberations.

B. Baseline Data and Measurable Objectives

The Village will review and update the baseline data provided in the Comprehensive Plan as part of the seven-year Evaluation and Appraisal Report (EAR). During this process, the latest U.S. Census information will be incorporated into the report. The updated data will include dwelling unit counts, population projections, housing and related information. Land use information will also be updated through the Tax Appraiser's property files, Building Division permit files, Public Works Division base maps, and all other relevant land use data files. At the same time, the objectives of the Comprehensive Plan will be updated as required.

C. Evaluation of Goals, Objectives, and Policies

During the EAR process the success in achieving the goals, objectives and policies outlined in the Comprehensive Plan will be assessed and reviewed. Any obstacles or problems resulting from under-achievement of goals, objectives, and policies or due to changing conditions, will also be addressed at that time.

D. Evaluation of Goals, Objectives, and Policies and Identification of Obstacles/Problems

As part of the EAR process, revised goals, objectives, and policies necessary to address these problems will be developed and adopted into the updated Comprehensive Plan.

E. Continuous Monitoring

This monitoring shall be the responsibility of the North Palm Beach Community Development Department. The Village council may make Amendments to the Comprehensive Plan as necessary. Applications for changes can be submitted by the public to accommodate the needs of property owners, citizen groups or special interested parties. The Village itself can also propose changes based on ongoing monitoring and evaluation of the Plan's effectiveness. Additionally, the Village maintains a concurrency management system to determine the availability of capacity and monitor the impact of new development on public facilities, transit, sewer, portable water, solid waste, stormwater, public safety, and parks. In addition to continuous monitoring, the Capital Improvements Element shall be updated annually to evaluate new capital improvement priorities, costs, revenue concerns, and implementation schedules as determined within the support data and the North Palm Beach Capital Improvements Program.

Village of North Palm Beach Florida

2024-2034 ~~2015 - 2025~~ North Palm Beach

Water Supply Facilities Work Plan Update

Prepared for the Village of North Palm Beach

Prepared by Calvin Giordano & Associates. Inc

~~Land Research Management, Inc.~~

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~~North Palm Beach Potable Water Supply Facilities Work Plan~~

Introduction

~~The purpose of the~~ The 2024-2034 ~~2015 - 2025~~ North Palm Beach Water Supply Facilities Work Plan Update covers a 10-year planning horizon and is consistent with proposed amendments to the Village's Comprehensive Plan and the 2023-2024 Lower East Coast (LEC) Water Supply Plan update. ~~(2015 - 2025 Work Plan)~~The purpose of the 2024-2034 Water Supply Plan is to identify and plan for the water supply sources and facilities needed to serve existing and future development within the Village's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approved the 2023-2024 ~~2013~~ Lower East Coast Water Supply Plan Update ~~(2013 LEC Update)~~.

At this time, SFWMD has almost finalized the 2023-2024 Lower East Coast Water Supply Plan (LEC) ~~adopted the 2013 LEC Update on September 12, 2013~~. Per Section 163.3177(c), Florida Statutes, local governments and water suppliers are required to adopt a related Work Plan and supportive amendments to their comprehensive plans within 18 months of the approved LEC. The North Palm Beach Potable Water Supply Facilities Work Plan will be using the current 2023-2024 LEC draft as this is the most recent information available at the time of this report. ~~by March 12, 2015~~.

Municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon ~~period~~, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.

~~The (2015 - 2025 Work Plan) references identified initiatives to ensure adequate water supply for the Village of North Palm Beach.~~ According to state guidelines, the Village's 2024-2034 Work Plan ~~(2015 - 2025 Work Plan)~~ and Comprehensive Plan must address traditional and alternative water supplies, as appropriate, service delivery and conservation and reuse programs necessary to serve existing and new development for a minimum 10-year period. Further, the ~~(2015 - 2025 Work Plan)~~ 2024-2034 Work Plan must include a planning time-frame schedule consistent with the Comprehensive Plan and the LEC Update.

Potable water is supplied to North Palm Beach by the Seacoast Utility Authority (Seacoast). Local governments, like North Palm Beach, are required to coordinate with local public water suppliers, like Seacoast Utility Authority, in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period. Seacoast does not have any plans for capital projects within this 10-year period. The Village will work with Seacoast Utility Authority and ~~to~~ coordinate with SFWMD in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period.
~~Seacoast has provided specific documentation to governments within its service area confirming that: (1) adequate. Water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.~~

~~Background Information~~ Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, Florida Statutes (F.S.), by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

In 2005, lawmakers revised state water law, Section 373.707, F.S., and created the Water Resource Protection and Sustainability Program, which requires a higher level of water supply planning coordination between water management districts and local governments.

In 2011, the Florida Legislature updated Chapter 163, Part II, F.S., the *Community Planning Act* ("Act"), as set forth in Section 163.3164, F.S., et seq., to address the state's water supply needs. The Act requires each municipality and county to adopt and maintain a comprehensive plan. In Florida, all proposed and approved development in the community must be consistent with the comprehensive plan. In terms of water supply planning, information about state requirements for local government comprehensive plans is available in each regional water supply plan update.

The development of these plans has assisted the SFWMD in the coordination of future water supply planning and permitting with local government land use planning.

The 2012, 2015, and 2016, statutory changes clarified certain language which does not materially impact the Village. These legislative amendments have not impacted the requirement for local governments to provide an appropriate Water Supply Facilities Work Plan Update in a timely manner.

Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]

2. Ensure its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of

occupancy or its functional equivalent and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.],

4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s.373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];

    b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and

    c. Include a water supply facility work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c), F.S.];

5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.

6. To the extent necessary to maintain internal consistency after making the changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.] If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.];

7. To the extent necessary to maintain internal consistency after making the changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1.,F.S.]

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update its Work Plan, including the development of alternative water supplies, and determine whether the identified

alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

~~Included in this section are a brief Village overview and a discussion of defined regional water issues.~~

Village Overview

Figure 1 is a map of The Village of North Palm Beach, located in northeastern Palm Beach County. ~~(Ref: Map 1),~~ .

Figure 1
Map of The Village of North Palm Beach

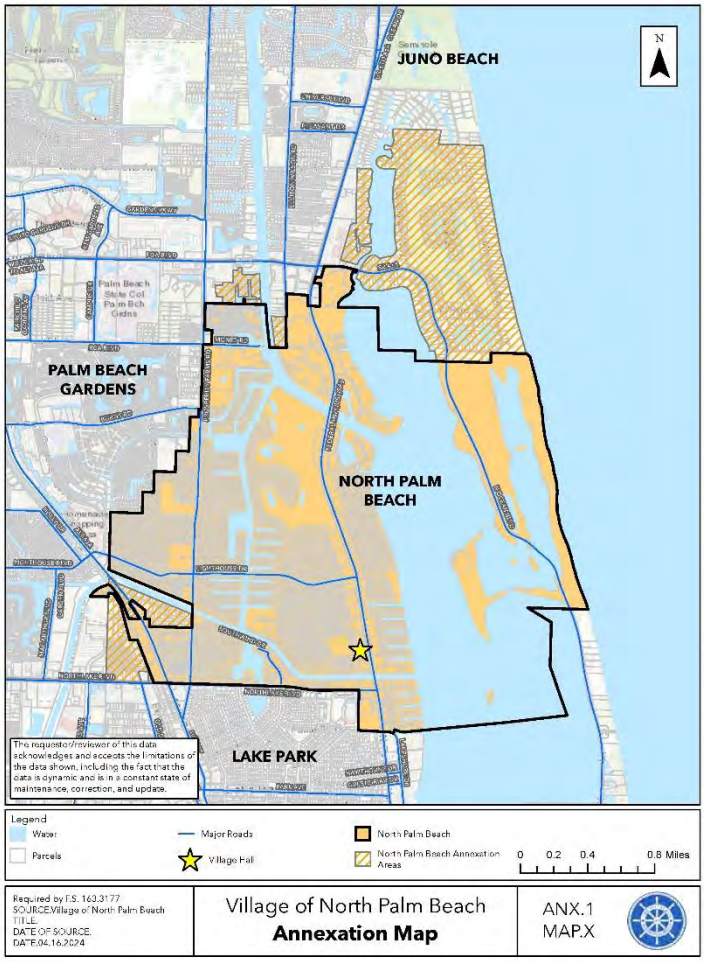


Figure 1 The Village of North Palm Beach

The Village of North Palm Beach is a unique water-oriented community providing a full-range of social, cultural and recreational opportunities, including the North Palm Beach Country Club and the 385-acre John D. MacArthur Beach State Park, for its residents. Incorporated in 1956, the Village's five square miles of incorporated area includes approximately two square miles of water area.

The current population of the Village according to the U.S. Census Bureau, American Community Survey, 2021 5-year estimates is 13,096. The village's population is stable with minimal future development potential. Population growth is limited by the scarcity of vacant and developable land unless annexations occur. Existing redevelopment is limited to single family and a few commercial properties. Over the next 10 years, future redevelopment along the US 1 and Northlake Boulevard corridors could bring additional commercial and mixed-use redevelopment beyond the 10-year time line. ~~Approaching buildout, with limited remaining developable area, the Village presently supports a resident population of approximately 12,600 and a peak-day seasonal population of an additional 1,500 part-time residents~~.

The Village of North Palm Beach's population increases during the Winter season, which spans from November through April. According to the ACS 2022 5-year estimate, seasonal units in the Village total 1,748. Using 1.8 persons per household as the multiplier to estimate seasonal population, the seasonal population total is 3,146. Adding this number to 13,096 makes the total seasonal population in the Village 16,242.

Village marinas and waterfront parks provide boating and fishing opportunities for small crafts as well as luxury and sport fishing boats. Hundreds of docks line waterways within the Village providing access to productive fishing areas in the Lake Worth Lagoon and the Atlantic Ocean.

The Village has generally restricted commercial development to the Northlake Boulevard, U.S. Highway One, and Alternate A-1-A corridors. Historically, the Village has prohibited industrial development. However, creation of an industrial future land use category, coupled with recent annexation activity, has created opportunities for industrial development in the area west of Alternate A-1-A.

The Village operates under a Council/Manager form of government, consisting of five elected officials and an appointed Village Manager. A group of appointed boards whose duties include advisory and plan review functions, meet regularly to ensure careful consideration of matters relating to development, planning, recreation and administrative affairs. These board meetings, often well-attended by Village residents, provide a vital means of assuring public input into the Village decision-making process.

The Village provides a full range of municipal services, including public safety (police, fire and emergency medical services), solid waste and public improvements as well as ~~the~~ recreational/cultural and general political and administrative services.

Relevant Regional Issues

South Florida regional water supply issues are identified and discussed in ~~Chapter 5 *Evaluation of Water Source Options* of~~ the 2023-2024 ~~2013~~ Lower East Coast (LEC) Update. The LEC Planning Area traditionally has relied on fresh groundwater from the Surficial Aquifer System, (SAS), and fresh water from Lake Okeechobee as the primary

water source for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these sources has been maximized due to potential impacts on the regional system, wetlands, existing water users, and the potential for saltwater intrusion. As population and water demands increased, the development of other water source options also increased. Therefore, new or increased allocations from these freshwater sources will be reviewed on an application-by-application basis to determine if a project meets the consumptive use permitting criteria. As a result, diversification of water supply sources, such as use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation of additional storage systems, i.e reservoirs, aquifer storage, and recovery systems has been occurring in the LEC Planning Area and is expected to continue to occur in the future. The source options are dependent on location, use type, demand, regulatory requirements, and cost.

Additionally, Southeast Florida is one of the most vulnerable regions to the impacts of climate change and sea level rise as result of our flat topography, porous limestone geology, and dense coastal development. Climate change and sea level rise are expected to present significant challenges relating to water resource planning, management, and infrastructure for the counties located in South Florida, including Broward, Miami-Dade, Palm Beach, and Monroe counties. The primary concern to water supply is saltwater intrusion into the SAS and Biscayne aquifers, which are the primary sources of drinking water in the tri-county region. Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise;
2) saltwater intrusion;
3) extreme weather; and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Regional issues that affect the Village include minimizing pressure on the Everglades, SAS and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered to restore, protect, and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help to ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico to redirect the water to flow through the historic flow path down to Florida Bay. ~~Among the issues identified, the following are the most pertinent to Village future water supply needs: freshwater withdrawal from the limited Surficial Aquifer System (SAS) resource; use of reclaimed water as an alternative source; and conservation practices as a~~

~~means to reduce per capita consumption.~~

Surficial Aquifer (SAS) ~~SAS~~ Withdrawal

Fresh groundwater is the primary source of supply for potable water consumption, landscape irrigation, and industrial and commercial uses in the LEC Planning Area. In the urban areas of the LEC Planning Area, including the Village, public water suppliers (PWS) rely heavily on the SAS. The SAS produces good quality fresh water from relatively shallow wells. Local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park recharge these aquifers. When sufficient water is available, surface water from Lake Okeechobee can also be routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared by the Governing Board of the SFWMD to conserve freshwater supplies.

According the 2023-2024 LEC update, traditional freshwater sources are not sufficient to meet projected 2045 water demands. ~~Most of the 2030 regional water supply demand will continue to be met by fresh groundwater from the SAS.~~ However, coordinated long-term plans are being implemented that consider alternative water supplies in order to match demand with availability. Discussions of current programs and plans are presented in Sections 4.0 (Water Source Identification), 5.0 Water Supply Project Identification and Section and 7.0 (Conservation Practices) of this report

Use of Reclaimed Water

The use of reclaimed water in the LEC Planning Area helps to reduce potential resource impacts by decreasing the reliance on traditional fresh sources, such as groundwater and surface water. Reclaimed water receives at least secondary treatment and basic disinfection and is reused after treatment at a domestic wastewater treatment facility. Reclaimed water is used for landscape irrigation (e.g., medians, residential lots, and golf courses), groundwater recharge, cooling water, and environmental enhancement.

The Water Resource Implementation Rule (Chapter 62-40, F.A.C.) requires the Florida Department of Environmental Protection (FDEP) and water management districts to advocate and direct the use of reclaimed water as part of their water management programs. The District requires all applicants for water use permits to irrigate with more than 0.1 MGD of water and those applicants within a mandatory reuse zone to use reclaimed water if it is feasible.

Reclaimed water for irrigation will continue to be an important and expanding part of future reuse in the LEC Planning Area. Additional reuse methods may be available to meet future water demands including use by water suppliers to recharge and replenish the network of canals found in Palm Beach County and reduce water deliveries from the regional water management system during the dry season.

A discussion of the status of reclaimed water use is presented in Section 7.O (Conservation Practices) of this report

~~**Implementation of Conservation Measures**~~

~~Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. The District has approved the Comprehensive Water Conservation Program which consists of three initiatives: regulatory; voluntary and incentive-based; and education and marketing. The objective of the program is to achieve a measurable reduction in water use. The success of Comprehensive Water Conservation Program is subject to funding levels and voluntary participation by public water suppliers and other participating groups.~~

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

Data and Analysis

Included in this section is a discussion of Village potable water supply services and needs.

Potable Water Service Area and Facilities

North Palm Beach does not own or operate its own potable water supply system. Rather, potable water facilities and services are provided by Seacoast Utility Authority (Seacoast). In addition to the Village, Seacoast provides potable water service to Palm Beach Gardens, Juno Beach, and Lake Park, as well as portions of unincorporated Palm Beach County. The corporate limits of the Village, within the Seacoast service area, are illustrated on Map 2.

All five entities receiving services are members of the Seacoast Governing Board. All responsibilities for the withdrawal, treatment and distribution of potable water to the residents and businesses in the Village are assumed by Seacoast, including the direct billing of customers.

Related to the approval of development orders, Seacoast requires developers to upgrade the capacity of existing systems, and/or build new system components to meet their needs. Upon completion, Seacoast assumes ownership, operation and maintenance responsibilities of all related systems.

At the time of the 2024-2034 Water Supply Plan Update, no new water treatment plants are planned for construction in the Seacoast service area. ~~Seacoast recently completed a 30.5 MGD membrane treatment facility allowing its two lime-softening treatment facilities (Richard Road and Hood Road) to be decommissioned.~~

Figure 2
Map of Seacoast Utility Authority Service Area

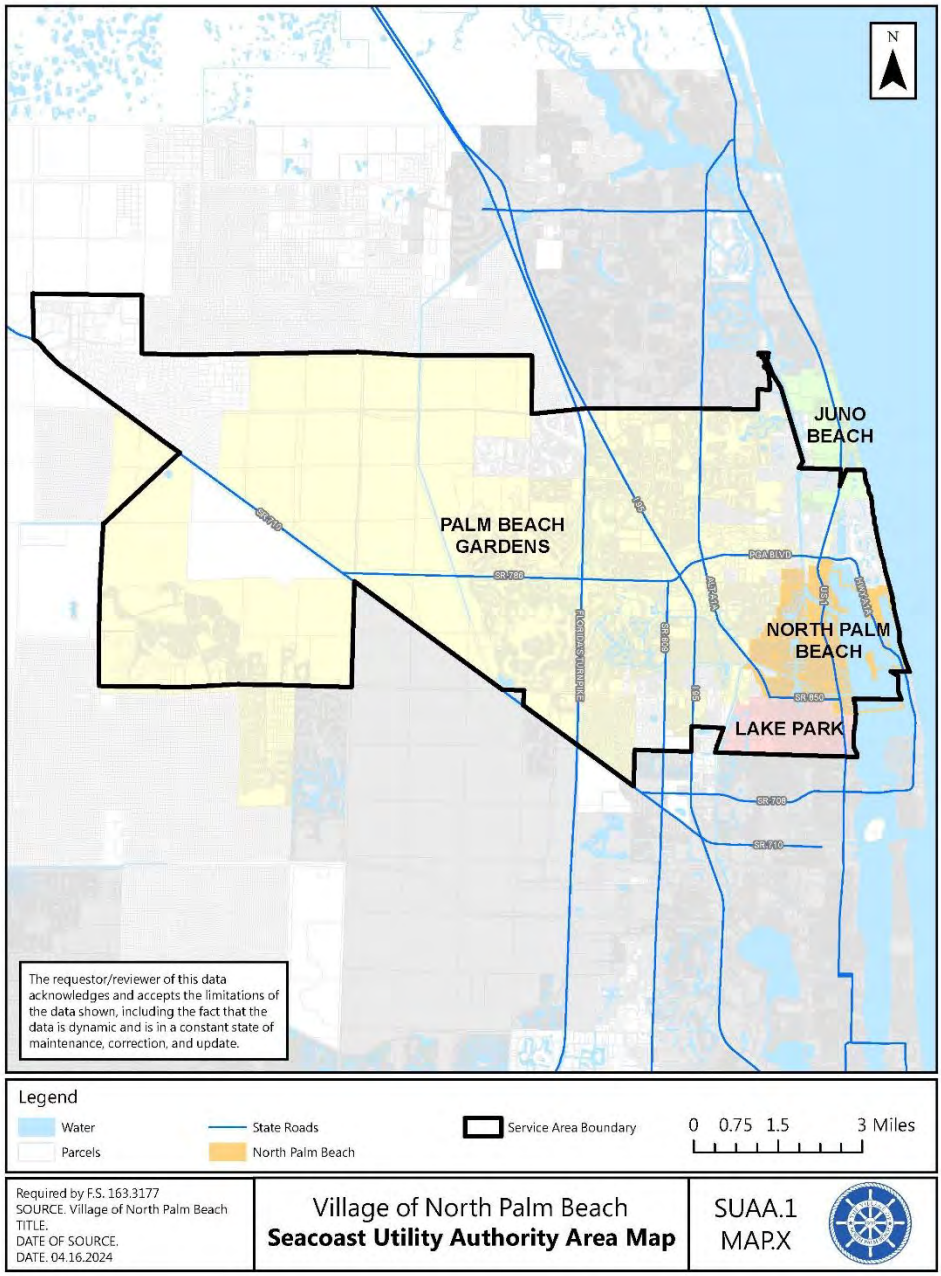


Figure 2 Map of Seacoast Utility Authority's Service Area.

Population and Land Use

Population projections for the Seacoast service area and the Village were supplied by the Palm Beach County Planning Division. Projections are presented in Table 1.

Table 1 North Palm Beach Population Projections 2025-2045

Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

Source: *Seacoast Service Area Data From 2023-2024 LEC Update. **North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.

~~**TABLE 1**~~
~~**Population Projections**~~

~~Year~~	~~Resident Population Projections*~~		~~North Palm Beach Share of Service Area(%)~~
	~~Seacoast Service Area~~	~~North Palm Beach~~	
~~2015~~	~~90,853~~	~~12,219~~	~~13.4~~
~~2020~~	~~96,674~~	~~12,592~~	~~13,0~~
~~2025~~	~~100,816~~	~~12,786~~	~~12.7~~
~~2030~~	~~103,271~~	~~13,070~~	~~12.7~~
~~2035~~	~~105,802~~	~~13,353~~	~~12.6~~

~~* - Palm Beach County Planning Division data; March 2013.~~

~~North Palm Beach population projections were most recently updated by the Village during its evaluation of proposed Comprehensive Plan Amendment 2015- 02 (Waterclub II).~~ During the last update (2015), ~~P~~ projections indicated that buildout of the Village would occur by 2020 and result in a population of 13,084 permanent residents. Based on the 2021 American Community Survey 5-Year Estimates, the population of the Village is 13,096. At this time the Village's population is stable with opportunities for some growth from redevelopment. ~~or 103% of the number (12,592 residents) projected by the Palm Beach County Planning Division for that same year. Due to the slight difference, and in order to maintain consistency with the Village's service provider, projections prepared by the Palm Beach County Planning Division, as presented in Table 1, are used for the purposes of projecting future Village water supply needs.~~

An updated inventory of the Village's ~~existing~~ Future ~~Village~~ Land use is presented in Table 2. ~~The minimal amount of vacant land indicates that the assumption of a near-term~~

~~projected buildout of the Village is appropriate.~~

Table 2 North Palm Beach Future Land Use Acreage

Future Land Use Designation	***Acreage***	***Percentage***
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
High Density Residential	224.65	12.92%
Recreation/Open Space	193.61	11.14%
Conservation	301.59	17.35%
Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial/Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.8	12.24%
Total	1738.6	100.00%

Source: 2023-2024 Noth Palm Beach Village Comprehensive Plan. Future Land Use Element

Level-of-Service (LOS)

The Village's adopted potable water level-of-service (LOS) standards, per Seacoast, ~~the Village of North Palm Beach Comprehensive Plan~~ are as follows:

Potable Water Average Day LOS: 188 ~~Residential - 99~~ gallons per capita per day (GPCD) for the entire Village, including non-residential. ~~and Non-Residential - 1,874 gallons/acre/day.~~

Sanitary Sewer Level of Service: For both residential and non-residential is 107 gallons per capita per day.

~~**Maximum Day Generation:** Residential - 147 gallons per capita per day; and Non-Residential - 2,782 gallons/acre/day~~.

~~*Table 3 North Palm Beach Existing Land Use Inventory*~~

~~Existing Land Use~~	~~Acres~~
~~Single-Family Residential~~	~~679.55~~
~~Multiple-Family Residential~~	~~258.16~~
~~Commercial~~	~~165.62~~
~~Institutional~~	~~77.14~~
~~Utility/Transportation~~	~~10.25~~
~~Recreation and Open space~~	~~190.09~~
~~Conservation~~	~~225.94~~
~~Water~~	~~1,225.10~~
~~Vacant~~	~~32.66~~
~~**Total Acres**~~	~~**2,864.51**~~

~~Source: 2006 Evaluation and Appraisal Report; Land Research Management, Inc.; 6/15.~~

For planning purposes, according to the 2023-2024 LEC Update Appendix A, Seacoast currently uses an average day finished water generation rate of 188 ~~189~~ gallons per capita per day (gpcd), consistent with the current system-wide usage (i.e. CUP 50-00365-W; effective to 2032)). Seacoast does not employ a non-residential generation rate; rather, all consumption (i.e. for planning purposes) is expressed on a per capita basis. Therefore, for the purposes of this analysis, the Seacoast generation rate (188 ~~189~~ gpcd) is used to project Village water demands.

Public Water Supply (PWS) Finished Water Supply Demand Projections

Projections of finished water demand for North Palm Beach are presented in Table 3. Current (~~2015~~ 2024) finished potable water demand is estimated at 2.46 ~~2.31~~ mgd (i.e. resident population of 13,096~~12,219~~ residents x 188 ~~189~~ gallons per capita per day), representing 13.4% of the total within the Seacoast service area.

Table 3 ~~is the~~ projects ~~ed~~ ~~that the Village's~~ the finished potable water demand for the Village, using population projections from Table 1. (Ref: Table 1) The finished water demand will attain a level of 2.64 ~~52~~ MGD by 2045 ~~2024~~, or ~~12.6~~ 13.02% of the total demand within the Seacoast service area.

Table 3 Projected Finished Water Demand Projections Through 2045

Year	North Palm Beach Population	Finished Water Demand (MGD)
2025	13,053	2.45
2030	13,297	2.50
2035	13,503	2.54
2040	13,838	2.60
2045	14,069	2.64

Source: Population from 2023 Palm Beach County Zoning and Building Division.

Domestic Self Supply (DSS)

DSS is defined as water used by households whose primary source of water is water treatment facilities ~~and/or private wells~~ with pumpage~~s~~ of less than 100,000 gallons per day and/or private wells. Eleven residential units and a 5,300 sq. ft. office building located north of Richard Road, and west of Alternate A-1-A, in an area annexed by the Village in 2010, currently use a DSS water source.

~~**TABLE 3**~~
~~**North Palm Beach Projected Finished Water Demand**~~

~~**Year**~~	~~**Residents***~~	~~**Finished Water Demand (MGD)**~~
~~2015~~	~~12,219~~	~~2.31~~
~~2020~~	~~12,592~~	~~2.38~~
~~2025~~	~~12,786~~	~~2.42~~
~~2030~~	~~13,070~~	~~2.47~~
~~2035~~	~~13,353~~	~~2.52~~

~~* From Table 1.~~
~~** Residents x 189 gpcd.~~

Water Source Identification

According to the 2023-2024 ~~2013~~ LEC Update, Seacoast currently ~~(2015)~~ withdraws an average of 21.76 ~~21.88~~ mgd of raw water from the fresh Surficial Aquifer System (SAS) and the brackish Floridan Aquifer System (FAS). The water use permit includes an overlap in allocations from SAS and FAS sources to provide operational flexibility on a seasonal basis. ~~Current Seacoast plans will result in the use of both the SAS and Floridan Aquifer System in the future.~~

Projections of raw water withdrawal and finished water demand for Seacoast from the 2023-2024 ~~2013~~ LEC Update are presented in Table 4.

The current Seacoast Public Water Supply consumptive use permit (CUP 50- 00365-W) was renewed by the South Florida Water Management District (SFWMD) in 2012 for a 20-year period at an average-day Surficial Aquifer allocation of 22.3 MGD and Floridan Aquifer allocation of 8.9 MGD. Based on the 2023-2024 LEC Update, Seacoast has an interlocal agreement with Palm Beach County Water Utilities Department (PBCWUD) to purchase up to 5.00 mgd of bulk finished water. Projections of raw water withdrawal, by expected supply component are presented in Table 5. ~~Based upon the projections in Table 5, future withdrawal from the Surficial Aquifer should not exceed the 22.30 MGD allocation commencing in 2020 due to being supplemented by withdrawal from the Floridan Aquifer source.~~

Table 4 Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2025	22.09	18.41
2030	23.20	19.34
2035	23.37	19.47
2040	23.84	19.87
2045	24.03	20.03

Source: 2023-2024 LEC Update Appendix A

~~**TABLE 4**~~
~~**Seacoast Current and Projected Water Supply**~~

~~Year~~	~~Raw Water Withdrawal (MGD)~~	~~Finished Water Demand (MGD)~~
~~2015~~	~~21.88~~	~~17.50~~
~~2020~~	~~23.33~~	~~18.62~~
~~2025~~	~~24.77~~	~~19.69~~
~~2030~~	~~26.30~~	~~20.69~~

~~* - Demand under average conditions.~~
~~Source: Lower East Coast Water Supply Plan, 2013Update.~~

Table 5 details the permitted allocation from the potable water sources; SAS, FAS, and the bulk finished water from PBCWUD for available supply of 26.92 mgd. The 2045 future demand projections in Table 4 for the Village is 26.94 mgd. The total permitted allocated water for the Village is sufficient to fulfill current and future demand of 26.64.

Table 5 SFWMD Water Use Permitted Allocation (MGD)

Potable Water Source	Allocation
Surficial Aquifer	22.30
Floridan Aquifer	8.90
Bulk Finished Water from Palm Beach County Utilities Department	2.00
TOTAL ALLOCATION	**26.92**

Source: 2023-2024 LEC Update Appendix A

~~TABLE 5~~
~~Seacoast Current and Projected Water Supply by Source~~

~~Year~~	~~Biscayne/Surficial Aquifer (MGD)~~	~~Floridan MGD)~~	~~Total (MGD)~~
~~2015~~	~~21.88~~	~~0~~	~~21.88~~
~~2020~~	~~22.30~~	~~1.30~~	~~23.33~~
~~2025~~	~~22.30~~	~~2.47~~	~~24.77~~
~~2030~~	~~22.30~~	~~3.53~~	~~26.30~~

~~Source: Lower East Coast Water Supply Plan, 2005-2006 Update.~~

Seacoast presently withdraws raw water ~~is presently drawn~~ from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road and Palm Beach Gardens) and three Floridan Aquifer wells (Hood Road), pursuant to the current CUP. Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP conditions. Each wellfield has protection zones mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed and zone requirements enforced by DERM.

Water Supply Project Identification and Selection

The ~~2013~~ 2023-2024 LEC Update does not list any water supply development projects for Seacoast. ~~includes one project, a Nonofiltration Concentrate Blending Facility, to be completed in 2015 at a cost of $4.5 Million. According to Seacoast, the project has been completed.~~

Availability of Water Supply and Public Facilities

The Seacoast CUP, issued by the District in September 2012 will provide adequate water supply to meet demands within its service area through the year 2032. In addition to District allocations in the CUP, Seacoast has executed a Utility Bulk Sale Agreement (June 2006) with Palm Beach County to receive up to 5 MGD of bulk potable per year. Also, Seacoast has water supply system interconnections with the Town of Jupiter (Donald Ross Road at its intersections with Alternate A-1-A and Jog Road, and U.S. 1 and Ocean Drive) and the City of Riviera Beach (Military Trail and Leo Lane) which can be utilized to supplement supply during emergencies.

~~**Conservation Practices**~~

Conservation Practices and Implementation of Conservation Measures

Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. Water conservation is the key to maintaining the health and productivity of the Surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality. In accordance with Chapter 19, Article IX, of the Village Code, the Village has mandatory year-round landscape irrigation conservation measures that include hours for landscape irrigation that prohibit irrigation between the hours of 10:00 AM and 4:00 PM. Even numbered addresses can irrigate Tuesday, Thursday and Sunday. Odd numbered addresses can irrigate Monday, Wednesday, and Saturday. The Village also allows low-volume irrigation, micro-irrigation, and low-volume hand watering methods, and rain barrels, cisterns and other rain harvesting devices can be used any time.

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

~~An inventory of water conservation practices implemented by public water supplier is presented in~~

~~Table 0-5 of the 2013 LEC Update Appendices.~~ A summary of practices currently implemented by Seacoast and The Village is presented in Table 6. Some of ~~T~~ these practices are also regulated by the Village through their Code of Ordinances, specifically Article IX, section 200-203.

Table 6 Conservation Implementation Practices

Conservation Practice	Seacoast	The Village
Irrigation Hours	Yes	Yes
Florida Friendly Landscape Ordinance	~~Yes~~ No	Yes
Ultra Flow Fixtures	~~Yes~~ No	Yes
Rain Sensor Ordinance	~~Yes~~ No	No
Water Conservation Rate Structure	Yes	No
Leak Detection and Repair Program	Yes	No
Public Education Program	Yes	No

Source: Seacoast Utility Authority Conservation ~~Table D-5; 2013 LEC Update Appendices~~

In addition to the above conservation practices, Seacoast has been providing ~~waste water effluent~~ reclaimed water for irrigation purposes since 1978. At present, Seacoast's entire average daily wastewater flow is committed to active on-line reclaimed water consumers. An inventory of contracts for reclaimed water in North Palm Beach is presented in Table 7 and has not changed since the 2016 update.

Table 7 North Palm Beach Reclaimed Water Contracts

Name	Classification*	Allocation (MGD)
Old Port Cove	A - Guaranteed	0.200
Gemini Condominium	A - Guaranteed	0.034
Royale Harbor Condominium	A - Guaranteed	0.040
Waterway Terrace Condominium	A- Guaranteed	0.031
Seamark Condominium	A- Guaranteed	0.020
Governor's Pointe	A- Guaranteed	0.050
North Palm Beach Country Club	A - Guaranteed	0.300
Total		**0.675**

Source: Seacoast Utility Authority 2024~~: 12/31/07: North Palm Beach: 7/11/08.~~
* - According to Seacoast, Class B contracts have always received their allocations

Comprehensive Plan Update Requirements

Previous Water Supply Plan Amendments

During the preparation of the ~~2006~~ 2024 Comprehensive Plan update ~~Evaluation and Appraisal Report (EAR)~~, a review of statutory (Florida Statutes) ~~and Code (Florida Administrative Code)~~ amendments affecting the North Palm Beach Comprehensive Plan is underway ~~was completed~~. The ~~EAR~~ update directed several amendments to address potable water supply which were incorporated. ~~within the Village 2020 Comprehensive Plan. The following is an element-by-element summary of the previous amendment~~

Proposed Water Supply Plan Amendments

Section 163.3177, Florida Statutes requires that the Village's ~~2015 – 2025~~ 2024-2034 North Palm Beach Water Supply Facilities Work Plan Update includes a policy to update the Village of North Palm Beach Comprehensive Plan. The policy update is included in Attachment A.

ATTACHMENT A- COMPREHENSIVE PLAN TEXT AMENDMENTS

Revise Policy 5.6 of the Infrastructure Element (Sanitary Sewer Solid Waste Stormwater Management Potable Water and Natural Groundwater Aquifer Recharge) Element and the Conservation Element to read as follows (deletions are indicated by strikethrough and additions are indicated by underline. Changes made between the transmittal and adoption hearings are indicated by double strikethrough and double underline).

INFRASTRUCTURE ELEMENT

…

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the 2015 – 2025 2024-2034 Ten Year Water Supply Facilities Work Plan Update (Work Plan) dated July 2015 for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan at least each five years within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated Lower East Coast regional water supply plan. Any changes affecting the Village's Work Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

…

CONSERVATION ELEMENT:

…

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

POLICY 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

POLICY 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent that they may apply to the Village of North Palm Beach.

POLICY 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

Village of North Palm Beach

Comprehensive Plan

Data and Analysis

2024

North Palm Beach, FL
www.village-npb.org

People & Places

- Future Land Use
- Annexation
- Housing

Future Land Use

Data and Analysis

Chapter 1: People and Places

Element 2

FUTURE LAND USE

DATA AND ANALYSIS

INTRODUCTION

This chapter presents an inventory and analysis of data for the preparation of the Policy Document (Goals, Objectives, and Policies) of the Future Land Use Element (FLUE) and Future Land Use Map (FLUM) for the Village of North Palm Beach pursuant to Section 163.3177(6), Florida Statutes. This data and analysis section provides the framework for evaluation of key land use issues, challenges, and recommendations for the policies presented in the Policy Document.

The Future Land Use Element is the pivotal element of the Village's Comprehensive Plan. It recognizes the intrinsic value of the Village as a residential community and emphasizes the Village's support for its business partners. The FLUE sets goals and strategies that guide the type, distribution, and density of development and redevelopment.

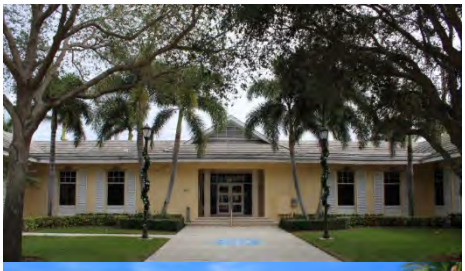
The purpose of the Land Use Element is to review existing land use patterns, analyze trends and challenges, and recommend long range policies. This is accomplished by designating appropriate locations for future land uses and establishing a policy framework for managing future growth and redevelopment. These policies focus not only on the location, density, and intensity of land uses, but also on character. This Element of the Plan and the Future Land Use Map have been revised based upon the following:

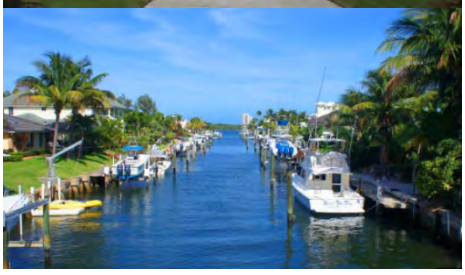
1. Review of demographics data per U.S. Census;
2. Analysis of existing and future land use patterns;
3. Assessment of current redevelopment trends and related land use challenges;
4. Considerations of green development and redevelopment strategies.

The Land Use Element is the critical mechanism for integrating the policies and strategies of the other elements of the Comprehensive Plan into a coherent and consistent set of land use goals, objectives, and policies. As such, the element must be consistent with all other elements of the Comprehensive Plan and incorporate the concepts and principles of these elements in its land use policies in a manner that *minimizes impacts on natural and historic resources, provides and maintains public services and facilities at adequate levels of service, enhances community character, and protect the quality of life of the Village's residents, and support businesses.*

PEOPLE & PLACES

Long range sustainable community planning recognizes the interrelationship between land use, housing, and transportation. The Future Land Use Element provides an analysis of current and future data and proposes policies that will support a sustainable community by encouraging mixed uses, walkability, and green development and redevelopment practices that result in a balanced and inclusive community.

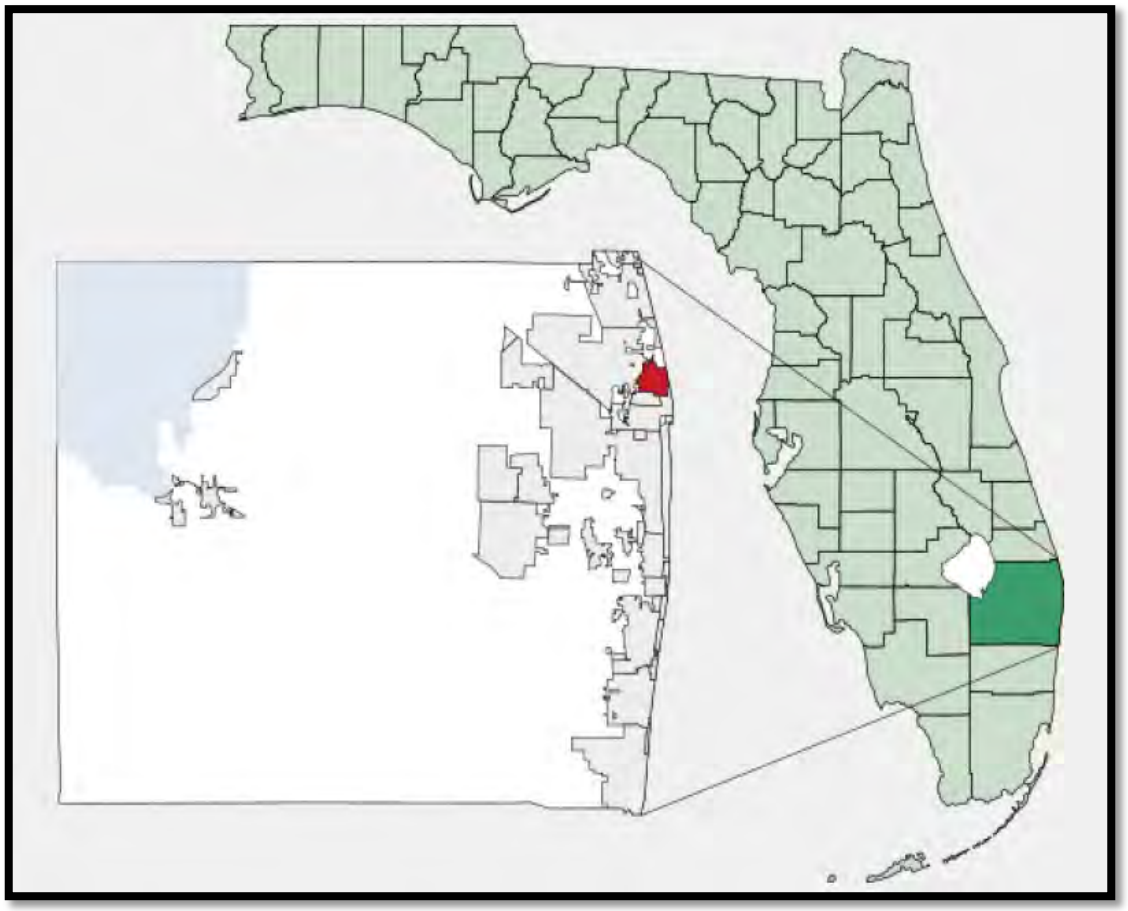




EXISTING CONDITIONS

The Village of North Palm Beach is one of 39 incorporated municipalities within Palm Beach County. The Village consists of approximately 3.27 square miles (4,479 acres) extending approximately four miles east to west and three miles north to south. The Village includes a portion of the oceanfront to the east which is disconnected from the rest of North Palm Beach.

North Palm Beach is situated south of Juno Beach, north of Lake Park, and east of Palm Beach Gardens. There are several major arterial roadways transecting the Village from north to south and east to west. The most significant are US Highway 1, Alternate A1A, Northlake Boulevard, and Prosperity Farms Road.



Population and Socio-Economic Analysis

The Village of North Palm Beach experienced its greatest growth between 1960 and 1970, during which its resident population increased from 2,684 to 9,035. Since then, population growth has fluctuated. Table 1-1 below shows US Census data from 1990, 2000, 2010 and 2020.

Table 1-1. Historic Population Trends

	Historic Population Trends		
	Village of North Palm Beach		
Year	Population Estimate	Total Change	Percent Change
1960	2,684	(x)	(x)
1970	9,035	6,351	236.6%
1980	11,344	2,309	25.5%
1990	11,343	-1	0.0%
2000	12,064	721	6.3%
2010	12,015	-49	0.4%
2020	13,162	1,147	9.5%
(X)	The estimate or margin of error is not applicable or not available		

Source: U.S. Census Bureau; 2020, 2010, 2000, 1990, & 1980 Decennial Censuses

Population Projections

The COVID-19 pandemic has changed everyday life in numerous ways. Lifestyle changes, particularly shifts in work–life balance, have gotten much greater emphasis since the pandemic started. One of the most significant changes affecting work–life balance has been the decision of some employers to let their employees work from remote locations. Another noteworthy change is that, since the start of the pandemic, over 30 million people have changed jobs for better opportunities or have left the labor force altogether. This economic trend is often referred to as the "Great Resignation." In addition, fewer people live in densely populated cities and have sought out places which better suit their work–life balance or meet their retirement needs.

These changes might have affected the permanent population of the Village. According to the Florida Housing Data Clearinghouse estimates, the permanent population of the Village will increase to 13,866 by the year 2050 as indicated in Table 1-2.

Table 1-2. Population Projection

North Palm Beach	2010	2020	2030	2040	2050
Population/Population Projection	12,015	13,162	13,676	13,900	13,886

Sources: Shimberg Center of Housing Studies, University of Florida.

Like most areas in Florida, the Village's population increases during the Winter season, from November through April. This increase assumes full occupancy of all residential and transient lodging units, but does not include day tourists, shoppers, or employees in the Village.

Table 1-3. projects the Village's permanent and seasonal populations through the year 2050. The seasonal population was calculated based on US Census Data of vacant seasonal units and number of persons per household for 2010 and 2020 (2010: 1,014 vacant seasonal units x 1.27 PPH) (2020: 810 vacant seasonal units x 1.20 PPH). The seasonal population projection was estimated based on population change ratio.

Table. 1-3 Resident and Seasonal Population (2010-2050)

Year	2010	2020	2030	2040	2050
Permanent Population	12,015	13,162	13,676	13,900	13,886
Seasonal	1,288	972	1011	1052	1095
Total	**13,298**	**14,139**	**14,687**	**14,952**	**14,981**

According to the U.S. 2020 Census there were an estimated 13,162 people, including 2,775 families, residing in 6,232 households in the Village of North Palm Beach. The racial makeup of the Village at that time was 82.22% White, 2.25% African American, 0.08% Native American, 1.89% Asian, 0.08% Pacific Islander, and 0.33% other races. Hispanics or Latinos of any race represented 9.41% of the population.

Table 1-4 presents the number of households and persons per household according to the American Community Survey (ACS) from the U.S. Census Bureau. A household is defined as the person or persons occupying a dwelling unit. As the average household size decreases, the number of households or required dwelling units increases relative to the population.

Of the 6,232 households in 2020, 13.7% included children under the age of 18, 44.5% were married couples living together, 27.9% were female householders with no husband present, and 4.7% were non-family households. Approximately fifty-two percent (52.0%) of the households included one or more persons who were 65 years of age or older. The average household size was 2.09 people. These statistics remained comparable between 2010 and 2020, except for a significant increase in male householder with no wife present and female householder with no husband present, and a decrease in non-family households and householders living alone.

As shown in table 1-5, in 2020, the Village's population was composed of 10.09% of people under 15 years old, 3.41% from 15 to 19, 4.37% from 20 to 24, 9.42% from 25 to 34, and 32.60% who were 65 years of age or older. The median age was 55.5 years. The population was 51.50% female and 48.50% male. These statistics remained comparable between 2010 and 2020.

Table 1-4. Households by Type

Households by type	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	100.0%	6,232	100.0%
Family households (families)	3,186	52.9%	2,775	44.5%
With own Children under 18 years	1,145	19.0%	(x)	(x)
Male householder, no wife present, family	77	1.3%	1,428	22.9%
With own Children under 18 years	50	0.8%	(x)	(x)
Female householder, no husband present, family	482	8.0%	1,739	27.9%
With own Children under 18 years	269	4.5%	(x)	(x)
Nonfamily Households	2,839	47.1%	290	4.7%
Householder living alone	2,394	39.7%	1,222	19.6%
Households with one or more people 65 years and over	2,659	44.1%	3,240	52.0%
Households with one or more people under 18	1,171	19.4%	855	13.7%
Average Household Size	2.02	(x)	2.09	(x)
Average Family Size	2.69	(x)	2.84	(x)

(X) The estimate or margin of error is not applicable or not available

Source: 2020 & 2010 American Community Survey

Table 1-5. Population by Age

Population by Age	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
Male	5,881	48.95%	6,381	48.50%
Female	6,134	51.05%	6,781	51.50%
Under 5 years	401	3.33%	451	3.43%
5 to 9	420	3.50%	430	3.27%
10 to 14	539	4.50%	447	3.39%
15 to 19	507	4.21%	450	3.41%
20 to 24	430	3.58%	575	4.37%
25 to 34	1,088	9.05%	1,240	9.42%
35 to 44	1,280	10.65%	1,305	9.91%
45 to 54	1,974	16.43%	1,568	11.91%
55 to 59	961	8.00%	1,184	9.00%
60 to 64	895	7.45%	1,224	9.29%
65 to 74	1,578	13.13%	2,158	16.40%
75 to 84	1,392	11.59%	1,523	11.59%
85 years and over	550	4.58%	607	4.61%
Median age (Years)	51.8	(x)	55.5	(x)

(X) The estimate or margin of error is not applicable or not available

Source: U.S. Census Bureau, 2010 & 2020 Census

Tables 1-6 and 1-7 present the racial characteristics of the Village's population in 2010 and 2020 according to the American the Community Survey (ACS) from the U.S. Census Bureau. At 84.98%, the largest portion of the population in 2020 was White; however, this population decreased between 2010 and 2020. The second largest race was Two or More Races at 8.46%. Black and African Americans represented 2.76%. of the population at that time. The Village's Asian population increased from 1.67% to 1.89%. The Village's Hispanic or Latino population also increased between 2010 and 2020 from 6.87% to 9.41%.

Table 1-6. Population by Race

Population by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
White	11,215	93.34%	11,185	84.98%
Black or African American	320	2.66%	363	2.76%
American Indian and Alaska Native	10	0.09%	18	0.14%
Asian	204	1.70%	251	1.90%
Native Hawaiian and Other Pacific Islander	1	0.01%	12	0.09%
Some Other Race	108	0.90%	220	1.67%
Two or More Races	157	1.30%	1,113	8.46%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-7. Hispanic or Latino Origin by Race

Hispanic or Latino Origin by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
White alone	10,546	87.77%	10,822	82.22%
Black or African American alone	303	2.52%	336	2.55%
Hispanic or Latino (of any race)	826	6.87%	1,239	9.41%
American Indian and Alaska Native alone	8	0.06%	11	0.08%
Native Hawaiian and Other Pacific Islander alone	0	0.00%	12	0.08%
Asian alone	201	1.67%	250	1.89%
Some other race alone	13	0.11%	43	0.33%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-8 indicates the education attainment level of North Palm's population according to the American Community Survey (ACS) from the U.S. Census Bureau. Achievement levels recorded are the highest level (years completed) reached by an individual. Achievement levels are broken down into various categories. The college level groups are further broken down to show those that had Some college (no degree), an Associate's degree, a Bachelor's degree, and a Graduate or professional degree.

According to Table 1-8, 93.2% of the population had a High School diploma or higher educational level in 2010, increasing to 96.9 % in 2020. The number of individuals with a Graduate or professional degree increased from 13.5% in 2010 to 16.5 % in 2020.

Table 1-8. Educational Attainment

Educational Attainment	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 25 years and over	9,768	(x)	10,726	(x)
Less than 9th grade	130	1.3%	99	0.9%
9th to 12th grade, no diploma	537	5.5%	231	2.2%
High School Graduate (includes Equivalency)	2,690	27.5%	2,742	25.6%
Some college, no degree	1,791	18.3%	1,791	16.7%
Associate's degree	895	9.2%	981	9.1%
Bachelor's degree	2,409	24.7%	3,116	29.1%
Graduate or professional degree	1,316	13.5%	1,766	16.5%
Percent high school graduate or higher	(x)	93.2%	10,396	96.9%
Percent bachelor's degree or higher	(x)	38.1%	4,882	45.5%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Tables 1-9 and 1-10 provide employment and occupation data according to the American Community Survey (ACS) from the U.S. Census Bureau. Between 2010 and 2020, the Village's labor force decreased slightly from 58.6% to 53.1%. The Village labor force unemployment rate in 2010 was 2.8%, decreasing to 0.9% in 2020.

In 2010, 15.5% of the labor force was engaged in Management, business, science, and arts occupations, increasing to 52.5% in 2020. Service occupations increased from 10.8% to 15.8%, while Natural resources, construction, and maintenance occupations experienced a decrease from 11.1% to 5.4%. Sales and office occupations saw a decrease from 26.9% to 21.4%; Production, transportation, and material moving occupations decreased from 5.7% to 4.9%.

Table 1-9. Employment Status

Employment Status	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 16 years and over	10,560	(x)	11,684	(x)
In labor force	6,193	58.6%	6,204	53.1%
Civilian labor force	6,193	58.6%	6,204	53.1%
Employed	5,893	55.8%	6,097	52.5%
Unemployed	300	2.8%	107	0.9%
Armed forces	0	0.0%	0	0.0%
Not in labor force	4,367	41.4%	5,480	46.9%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Table 1-10. Occupation

Occupation	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	5,893	(x)	6,097	(x)
Management, business, science, and arts occupations	2,684	15.5%	3,198	52.5%
Service occupations	636	10.8%	965	15.8%
Sales and office occupations	1,586	26.9%	1,306	21.4%
Natural resources, construction, and maintenance occupations	653	11.1%	332	5.4%
Production, transportation, and material moving occupations	334	5.7%	296	4.9%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Table 1-11 lists the top employers in Palm Beach County according to the Palm Beach County Financial Report.

Table 1-11. Palm Beach County Principal Employers (2020)

Palm Beach County Principal Employers (2020)		
Number	Employer	Number of Employees
1	Palm Beach County School District	22,049
2	Palm Beach County Government	11,652
3	Tenet Healthcare Group	6,505
4	NextEra Energy (Florida Power & Light)	4,807
5	Florida Atlantic University	2,898
6	Hospital Corporation of America (HCA) (1)	2,806
7	Boca Raton Regional Hospital	2,800
8	Veterans' Health Administration	2,700
9	The Breakers	2,300
10	Bethesda Hospital East/West (2)	2,282

Source: Palm Beach County Financial Report

Table 1-12 shows income data according to the American Community Survey (ACS) from the U.S. Census Bureau. The median household income in North Palm Beach increased from $60,408 to $71,830 between 2010 and 2020, possibly due to the economic expansion that followed the great recession. The mean household income increased significantly from $97,441 to $109,141 during this time.

Between 2006 and 2010, 18.9% of total households in the Village of North Palm Beach earned an income between $50,000 and $74,999. By 2020 that figure had increased to 19.4%. In 2020 the highest percentage of residents within the Village made between $50,000 and $74,999. Between 2006 and 2010, 8.8% of the population of the Village earned more than $200,000, which increased to 10.6% during the 2016-2020 period.

Table 1-12. Income & Benefit

Income & Benefit	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	(x)	6,232	(x)
less than $10,000	255	4.2%	211	3.4%
$10,000 to $14,999	231	3.8%	61	1.0%
$15,000 to $24,999	455	7.6%	403	6.5%
$25,000 to $34,999	588	9.8%	455	7.3%
$35,000 to $49,999	894	14.8%	901	14.5%
$50,000 to $74,999	1,138	18.9%	1,209	19.4%
$75,000 to $99,999	881	14.6%	706	11.3%
$100,000 to $149,999	703	11.7%	1,036	16.6%
$150,000 to $199,999	350	5.8%	587	9.4%
$200,000 or more	530	8.8%	663	10.6%
Median household income (dollars)	60,408	(x)	71,830	(x)
Mean household income (dollars)	97,441	(x)	109,141	(x)

Source: 2010 & 2020 American Community Survey

Table 1-13 presents the percentage of people and families whose income in the past calendar year was below the poverty level. Poverty level is a measure of income level issued annually by the Department of Health and Human Services. Federal poverty levels are used to determine eligibility for certain programs and benefits... As experienced elsewhere, the economic downturn and subsequent increase of unemployment during the great recession impacted income and raised the number of families and people earning less than the poverty level in the Village of North Palm Beach. However, some of those percentages have decreased as a result of the economic expansion that followed. Some residents of the Village still suffer from a higher poverty level, specifically families with a female householder and no husband present with children under 18 and children under 5. This can be attributed to the negative impact of the Covid-19 Pandemic.

The number of families and people below the poverty level in the Village decreased from 2010 to 2020. All families decreased from 4.0% to 3.4%; all people below the poverty level decreased from 6.4% to 4.9%. More families with female householders (no husband present) were under the poverty level in comparison with married couple families. The number of families in the Village with female householders (no husband present) increased from 2.5% to 6.7% during this time.

Table 1-13. Poverty Level

Poverty Level	Village of North Palm Beach	
	2010	2020
	Percent	Percent
All families	4.0%	3.4%
With related children under 18 years	5.5%	4.0%
With related children of householder under 5 years	5.6%	10.4%
Married couple families	4.0%	2.5%
With related children under 18 years	4.9%	1.6%
With related children of householder under 5 years	0.0%	6.4%
Families with female householder, no husband present	2.5%	6.7%
With related children under 18 years	4.2%	13.6%
With related children of householder under 5 years	0.0%	50.0%
All people	6.4%	4.9%
Under 18 years	6.7%	3.0%
18 to 64 years	7.7%	5.5%
65 years and over	3.7%	4.7%

Source: 2010 & 2020 American Community Survey

Land Use

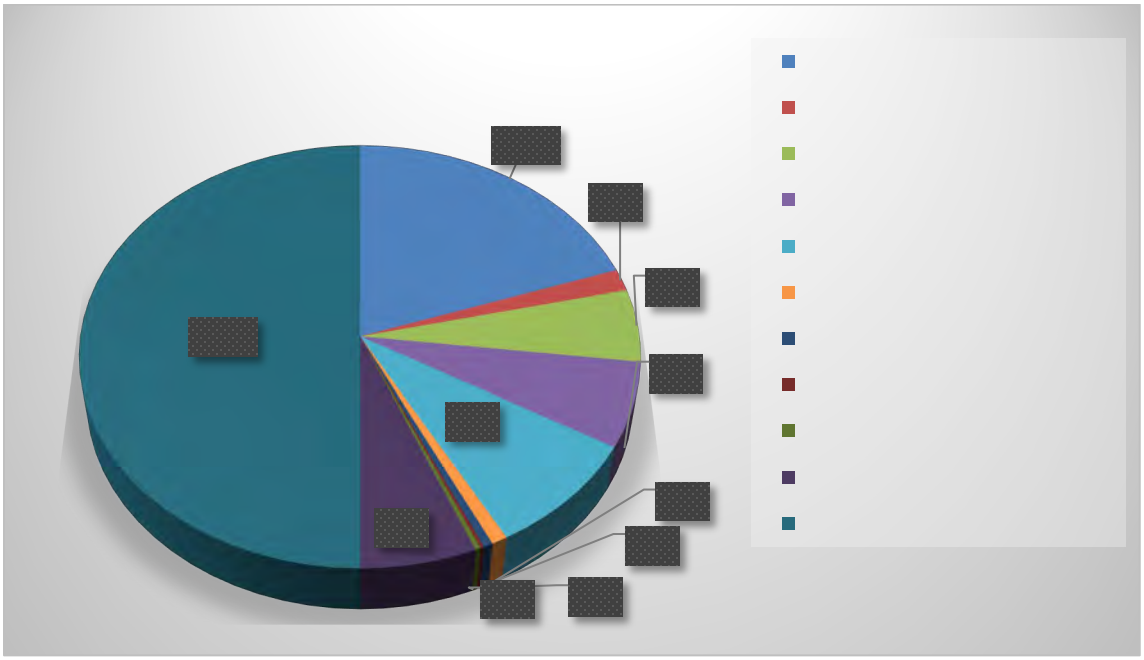
With only 27 acres of land vacant, North Palm Beach has reached a built-out status. As a result, the Village is limited to infill and redevelopment. Table 1-14 identifies the Future Land Use designations within the Village as of 2023. Although the total acreage in the Village of North Palm Beach consists of 4,479 acres, the future land use acreage total does not account for roads or waterbodies.

Table 1-14. Future Land Use Acreage

Future Land Use Designation	Acreage	Percentages
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
Recreation / Open Space	193.61	11.14%
High Density Residential	224.65	12.92%
Conservation	301.59	17.35%
Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial / Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.80	12.24%
TOTAL	1738.60	100.00%

Sources: Future Land Use Map, Village of North Palm Beach (2023).

Figure 1-1. Future Land Use Acreage Chart



Based on Table 1-14, residential uses as a whole occupy approximately 967.39 acres, which represents 55.64% of the Village's land use. Among the three residential future land use categories, there is an approximate 70/30 split between low-density residential and medium-and high-density residential.

The Village comprises the following Future Land Use Designations:

- Low-Density Residential - fewer than 5.80 residential units per gross acre
- Medium-Density Residential - 5.81 to 11.0 residential units per gross acre
- High-Density Residential - 11.1 to 24.0 residential units per gross acre.
- Commercial
- Conservation - Maximum of one unit per upland acre
- Recreation/Open Space - Maximum of one unit per upland acre
- Educational
- Public Buildings/Grounds
- Other Public Facilities
- Light Industrial/Business

A description of each Future Land Use designation follows.

Low-Density Residential Uses

Single-family residential properties in North Palm Beach are designated as Low-Density Residential land use. Occupying about 684.68 acres or about 39.38% of the total land area, Low-Density Residential is the Village's predominant land use. (Table 1-14).

Medium-Density Residential Uses

The Medium-Density Residential designation is assigned to two-family and multi-family properties. Two-family structures are those that provide two principal dwelling units, each for occupancy by one family or household. Multi-family structures are those that contain three or more principal dwelling units, each for occupancy by one family or household. Medium-Density Residential use comprises about 58.06 acres or 3.34% of the total land area within the Village.

High-Density Residential Uses

The High-Density Residential designation is assigned to multi-family properties. Within this Future Land Use category, multi-family developments are permitted at higher densities than in other residential categories. High-Density Residential Use accounts for 224.65 acres or 12.92% of the Village's land area.

Commercial Uses

Commercial land use represents approximately 212.80 acres or about 12.24% of the Village. The commercial component consists primarily of retail sales but also includes wholesale trade, offices, restaurants, service outlets, and automobile service facilities.

Light Industrial/Business

The Light Industrial/Business use represents 6.49 acres, or 0.37% of the Village. This land use consists of commercial and light industrial uses such as landscaping establishments, auto service stations, commercial greenhouses, etc.

Recreation & Open Space

Recreational use occupies approximately 186.91 acres or 10.75% of the Village. This land use designation includes the North Palm Beach Country Club. The Recreation and Open Space Element provides more details on the Village's Parks and Conservation areas.

Conservation

The Conservation use occupies approximately 301.59 acres or 17.35% of the Village. This use consists of John D. MacArthur Park, which includes wetland areas, a boardwalk, and beach access.

Educational Use

Educational future land use designation occupies approximately 9.92 acres or 0.57% of the Village. This designation consists of The Conservatory School at North Palm Beach. However, there are other educational uses, such as the Benjamin School, which are not located within the Educational Future Land Use Designation.

Public Buildings/Grounds

The Public Buildings/Grounds use represents approximately 17.36 acres or 1.00% of the Village's land area. Key sites within this designation include the Anchorage Park Marina, North Palm Beach Fire Station, the Village Hall, and the Library.

Other Public Facilities

The Other Public Facilities land use category accounts for 29.44 acres or 1.69% of the Village. This designation includes religious institutions such as the First Presbyterian Church, Faith Lutheran Church, Lighthouse Baptist Church, and public service buildings, such as the Village's Public Works Department.

Vacant Land

There are approximately 27 acres of Vacant land in small parcels throughout the Village with various Future Land Use designations. At this writing, the Village provides the level of service needed to accommodate development of these vacant properties. However, the Village's land development process ensures that required levels of service will be maintained.

Traffic Circulation

As noted in the Transportation Element, the Village of North Palm Beach is transected by a variety of federal, state, and county highways. These roadways accommodate the majority of traffic demand within the Village. Collector and local roadways are used primarily by local residents and are owned and maintained by the Village of North Palm Beach. The Village's local roadway system provides a smooth and efficient traffic circulation system that functions well at the present time. The level of service for traffic circulation is further discussed in the Transportation Element of this Comprehensive Plan.

Sanitary Sewer

The Village's wastewater and sanitary sewer systems are provided and maintained by the Seacoast Utility Authority in conjunction with public works staff.

Solid Waste

The Village Solid Waste Division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village. Although waste collection is provided in-house, the Village utilizes the Solid Waste Authority (SWA) landfill for disposal.

Drainage

The Village of North Palm Beach's drainage system consists of canals and lakes that discharge into the Intracoastal Waterway. The drainage system is managed by the South Florida Water Management District, the Northern Palm Beach County Improvement District, and the Village's Public Works Department. The drainage system adequately serves the existing community and committed development.

Potable Water and Natural Ground Aquifer Recharge

The Village's water service is provided by Seacoast Utility Authority. The Authority provides potable water to approximately 92,000 people (45,000 accounts) within 65 Square miles including North Palm Beach. The Village and Seacoast Utility Authority work in conjunction with South Florida Water Management District for natural ground aquifer recharge. Potable water and natural ground aquifer recharge are discussed further in the Infrastructure Element of this plan.

NATURAL RESOURCES

Natural features and resources impact development patterns. A more detailed analysis of the features and resources pertinent to growth and development is provided in the Conversation, Coastal Management, and the Parks and Open Space elements of this plan.

Physiography, Minerals, Soils, and Wetlands

North Palm Beach's topography is relatively flat with various minerals and soils. A variety of federal and state actions have been taken to protect and maintain wetlands and environmentally sensitive areas within the Village. John D. MacArthur State Park contains most of the Village's wetlands.

Wellfields

Seacoast Utility Authority is responsible for the development of a comprehensive future wellfield study. There are no future sites proposed in the Village at this time.

Lakes, Beaches, and Shores

All the beachfront property within the Village of North Palm Beach is designated as conservation or open space use. John D. MacArthur Beach State Park, the Lake Worth Lagoon, the Atlantic Ocean, and various interior canals are designated as the Village's Conservation or Open Space uses.

TRENDS AND CHALLENGES

The Village of North Palm Beach is evolving and has experienced redevelopment in recent years due to the increasing demand in the real estate market. This has triggered planning challenges such as protecting the character, zoning regulations and architectural design. The Village strives to maintain and enhance North Palm's small village way of life, urban character, and scenic charm. The Master Plan prepared by Treasure Coast Regional Planning Council in 2016 addresses these considerations (see next page).

With little vacant land and aging housing stock, the Village of North Palm Beach is accommodating growth through infill and redevelopment which consists of new larger residential homes and taller condominium buildings. While the Village of North Palm Beach is open to infill and redevelopment, it also embraces a vision that protects the existing small-village character and identity. The Village continues to work closely with developers to maintain the quality of life that the residents have come to expect.

The Village's existing aging condominium buildings are prime targets for buyouts and redevelopment. The impetus behind this trend is twofold: the imperative for costly repairs mandated by state regulations in 2022, and escalating construction and insurance costs. The Condominium associations of aging properties face expensive repairs mandated by state regulations passed after the collapse of South Florida Champlain Towers in 2021. These mandates further exacerbated Florida's insurance crisis, which has resulted in fast-rising premiums, decreased coverage amounts, and insolvency among some insurers. Others are leaving the state altogether.

The Village should consider creating design guidelines for redevelopment and infill that will assist developers in maintaining the overall aesthetics, environment, and redevelopment of the Village. The guidelines might include massing, articulation, height, colors, and other building design elements. The guidelines should provide criteria, requirements, and recommendations for infill and development including (a) Building Design (b) Site Planning (c) Landscaping (d) Public Streetscape.

Flood Prone Areas

The Village fully subscribes to FEMA's flood risk program, while there are few flood-prone areas in the Village, any development or redevelopment within these areas would have to comply with FEMA's flood risk program standards and its flood insurance rate maps. Additional analysis is presented in the Coastal Management Element of the Plan.

Annexation

The Village continues to support strategic annexation in order to eliminate pocket areas and enclaves. The Village has an Annexation Plan that targets some unincorporated areas between Alternate A1A and Northlake Boulevard, parcels east of PGA Boulevard and north of Jack Nicklaus Drive, and a development south of PGA between US Highway 1 and Prosperity Farms Road. These areas are also targeted for annexation by the City of Palm Beach Gardens.

The Village's Comprehensive Plan includes an (optional) Annexation Element, which identifies the Village's Future Annexation Areas and contains goals, objectives, and policies related to future annexation. Please see the Annexation Element of this document for more specific information.

2016 Village of North Palm Beach Citizen's Master Plan

In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and economic vitality of the Village. In its FY 2016 Council Goals and Objectives, the Village articulated Goal 5 which states, "Develop a master plan for economic development in our business districts and community development in our neighborhoods." Specifics of this Goal include holding a public charrette, review of the Village Comprehensive Plan and Land Development Regulations, preparation of a market study and economic strategies, develop a master plan with specific recommendations and renderings, and complete the plan by FY 2016.

In early 2016, TCRPC conducted a significant public involvement process, including a week-long economic development and urban design charrette to assist the Village in accomplishing its goals. From Saturday, January 30, 2016, through Friday, February 5, 2016, the TCRPC team worked with over 150 citizens, elected officials, business owners, and staff in forging a strategy for redevelopment and economic growth in the Village of North Palm Beach. Working together, the team and the public created a master plan that represents the aspirations for the village's waterfront, commercial corridors, and neighborhoods.

The subject Master Plan included the following key recommendations:

1. Redefine US 1
    a. Calm the corridor by pursuing a Lane Elimination to reduce the roadway from six to four lanes
    b. Beautify the corridor by repurposing asphalt into a new streetscape design
    c. Balance mobility by designing the roadway for a superior pedestrian and bicycle environment
2. Create a Form-Based Code and Design Guidelines
    a. Ensure private redevelopment complements public investments and contributes to realizing the vision
    b. Respond to market forces
    c. Establish predictability in the built environment and the approval process
    d. Maximize the waterfront
    e. Provide incentives for desired patterns and forms of development

3. Improve Prosperity Farms Road
   a. Create a signature design feature on the bridge
   b. Upgrade street furniture, especially bus stops
   c. Install pedestrian-scaled lighting
   d. Ensure infill development is consistent with the surrounding neighborhood
   e. Adopt programs to improve distressed areas
4. Prioritize Targeted Redevelopment Areas
   a. Northlake Promenade Shoppes (Twin City Mall) site
   b. Village Center(s) along US 1 corridor
   c. Camelot Inn/ Marina Area
   d. Crystal Tree Plaza
   e. Potential Southwest Annexation Area
   f. Northlake Boulevard / Earman River Area.

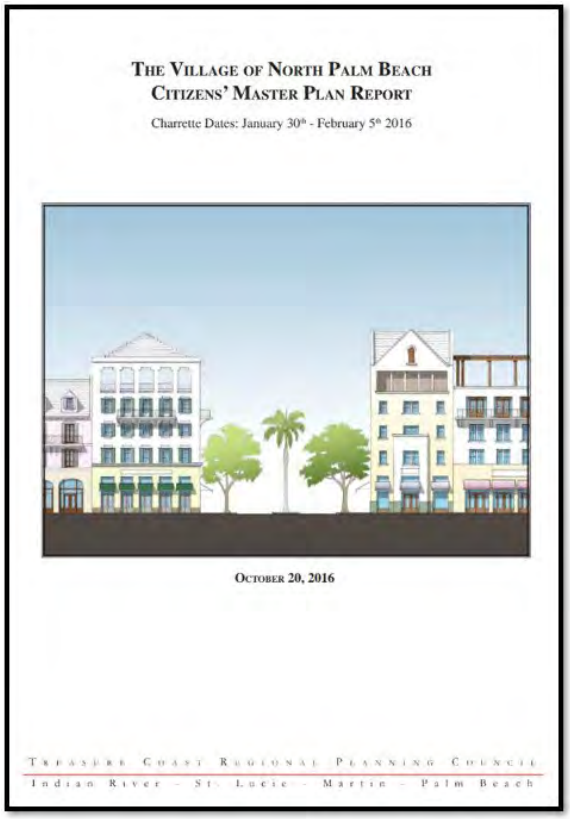


Table 1 citizens' drawing and photos from the public workshop.

Table 2 citizens' drawing and photos from the public workshop.

Commercial Trends

As mentioned, the Village along with other areas in Palm Beach County are experiencing redevelopment. Although, many may believe that the primary redevelopment opportunities and efforts for the Village are solely residential, that is not necessarily the case. In efforts to prepare the Village for future development, the Village enlisted assistance from the Treasure Coast Regional Planning Council.

In 2016, the Treasure Coast Regional Planning Council hosted various charrettes and created a Citizen Master Plan. The plan identified that the Village has various commercial buildings that are unlikely to be developed such as 701 US Highway 1, which was fully leased at the time of the report. In addition, the bank located at 667 US Highway 1 was fully leased and utilized all the surface parking areas. Based on this analysis, there was little opportunity for retrofitting those subject properties.

However, during the charrette process, it was also noted that there is potential for redevelopment of Twin City Mall, which currently includes Northlake Promenade Shoppes. Although this is not the only property that may benefit from redevelopment, it is unique in the fact that it is located in two municipalities, North Palm Beach and the Town of Lake Park. The design of the subject property would need to embody the maritime character of North Palm Beach while including the identity of Town of Lake Park.

Beginning in 2020, the world was impacted by the Covid-19 Pandemic. Commercial businesses were required to pivot from on-site, in-person interaction to contactless online sales and services. The pandemic also interrupted the flow of supply chains for most commercial operations, resulting in higher prices for goods and services. Although the resulting increase in inflation seems to have slowed of late, economists do not predict a return to pre-pandemic prices. Nonetheless, the public has become accustomed to online shopping and remote work schedules.

Along with redevelopment of certain properties within the Village, the emphasis of online shopping has affected commercial businesses within North Palm Beach. Previously, consumers were required to physically visit their brick-and-mortar retailer or commercial business to purchase goods or request services. However, with the introduction of online shopping, consumers no longer have to travel to another location. As a result, retailers have reduced their inventory and downsized or eliminated their storefronts in favor of an online presence.

Repurposing and adaption of commercial plazas are current trends being considered by local governments across Florida. The mixed-use approach is highly recommended to attract residents, foster commercial uses, and support vibrant corridors.

Smart Growth

As a municipality that embraces a small-town character, the Village acknowledges that redevelopment is necessary for continued viability. As residential buildings, aging multi-family developments, and underutilized commercial buildings/plazas are repurposed or redeveloped, the Village supports “Smart Growth” principles. These principles provide an overall approach to development that will preserve the Village’s natural resources and small-town character. While the Village currently lacks a Mixed-Use Future Land Use designation, the Village’s current CMU Zoning District promotes such a mixture of land uses.

Key principles of smart growth include the following:

- Mix land uses.
- Take advantage of compact building design.

- Create a range of housing opportunities and choices.
- Create walkable neighborhoods.
- Foster distinctive, attractive communities with a strong sense of place.
- Preserve open space, farmland, natural beauty, and critical environmental areas.
- Strengthen and direct development towards existing communities.
- Provide a variety of transportation choices.
- Make development decisions predictable, fair, and cost effective.
- Encourage community and stakeholder collaboration in development decisions.

Green Development and Redevelopment

Because the Village has limited vacant land resulting in an increase in redevelopment of existing sites, careful consideration regarding land use and the built environment is vital to the Village's sustainability. The subject Comprehensive Plan covers a 20-year planning period. The Village recommends policies which encourage Green Development and Redevelopment and their resulting benefits to the community.

In 2016, the Village of North Palm Beach adopted a resolution that approved an Interlocal Agreement between the Towns of Mangonia Park and Lantana and other municipalities and counties. Per the resolution, Property Assessed Clean Energy ("PACE") program would provide funding for energy efficiency, renewable energy, and wind resistance upgrades to commercial and residential property in North Palm Beach. The Village has the opportunity to utilize various green development and redevelopment strategies.

Green Development and Redevelopment promote site planning, infrastructure, and building design considerations that aim to support economic and financial assets while protecting quality of life issues and the resources and environmental elements on which a community's well-being depends.

Florida Green Building Coalition (FGBC), Green Globes, Leadership in Energy and Environmental Design (LEED) and other similar organizations offer standards and practices that promote Green Development. The FGBC web site indicates that it *"is dedicated to improving Florida's built environment through verified green certification standards for homes, land developments, commercial buildings, high rises, and municipal and county governments. These Standards are developed scientifically with state-specific criteria. They address Florida's hot-humid environment, distinctive topography, unique geology, resiliency, and natural disasters."*

Many states (including Florida) offer incentives and programs for Green Design redevelopment to residents, businesses, governments, non-profits, schools, institutions, etc. The funds can be used to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product.

The following elements are part of green design principles:

- Promote use of living green walls and live vegetation on the façade of a building
- Rooftop green spaces (gardens, open spaces, etc.)
  - Native and Florida-friendly Vegetation
  - Provide industry requirements for membranes, root barriers, drainage systems, filter fabrics, etc.
  - Integrate solar panels into green roof design
- Alternative building materials
- Green building certifications
- Installation of Solar Panels

Green roofs can help absorb rainfall and reduce stormwater runoff. In addition, they create habitats for biodiversity, create aesthetically pleasing roofs, transform rooftops into useable amenities such as parks, vegetable gardens, or other recreational spaces. Green roofs are historically cooler than conventional rooftops; they can reduce a building's indoor temperature and lower the urban heat island effect.

Shade from vegetation removes heat from the air, which reduces temperatures on roof surfaces. On hot summer days, the surface temperature of a vegetated rooftop can be cooler than the air temperature, whereas the surface of a traditional rooftop can be up to 90°F (50°C) warmer [Environmental Protection Agency].

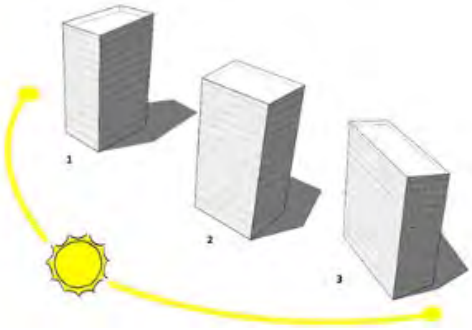
Green roofs prohibit the majority of ultraviolet radiation from penetrating the rooftop which equates to air conditioning savings and longer roof replacement periods. They also provide a habitat for butterflies and birds while filtering the rooftop water and creating less strain on storm water systems. Vegetated roofs use and filter the excess water while traditional roofs typically acquire pollutants and contribute to nonpoint source pollution which ultimately goes into the Atlantic Ocean.

Green roofs can be used to mitigate storm water runoff requirements while providing an aesthetically pleasing built environment. Basic green roof systems can be installed with little or no additional engineered structural support. An intensive green roof adds about 80-150 extra pounds per square foot; extensive green roofs add about 12-50 pounds per square foot.

Green roofs have been successful at several locations throughout Florida. The photos below (on the next page) include projects in Jacksonville (Breaking Ground Contracting Green Roof & Rooftop Garden); Orlando (Orlando Health MD Anderson Cancer Center Labyrinth Vegetated Roof Garden); Clermont (Honda Headquarters); and Miami (FIU College of Nursing & Health Sciences, Modesto A. Maidique Campus).

Building Orientation

Building orientation is the practice of facing a building to maximize certain aspects of its surroundings, such as street appeal, to capture a scenic view, for energy efficiency, for drainage considerations, etc. Along with massing, building orientation is a crucial consideration in the design phase. It should be decided concurrently with massing early in the design process, as neither can be truly optimized without the other. Successful building orientation can also minimize other site conditions, such as rainwater harvesting driven by prevailing winds.



Decisions about building orientation begin early in the design phase and involve all project team members. It helps to have input from experienced passive solar design architects and builders and to consider site conditions such as temperature, solar access, and wind to evaluate design opportunities. Building orientation impacts daylighting, which also relates to building geometry, window selection, interior layout, HVAC sizing, and electrical lighting design. Utilizing computer simulation software and energy modeling tools help to assess how building orientation and passive design considerations affect overall building performance.

Building orientation is usually intended to maximize solar gain during the cooler months, and to minimize solar gain in the warmer months. The sun is lower in the sky in winter than in summer, allowing designers to plan and construct buildings that capture (free) heat in winter and repel heat in summer. Best orientation can increase the energy efficiency of a building, making it more comfortable to live in and less expensive to maintain.

Buildings that are oriented east-west rather than north-south harness daylight and control glare along the long faces of the building, minimizing glare from the rising or setting sun.

Passive and Active Solar Strategies

Passive solar strategies use building components to collect, store, distribute, and control solar heat gains. Such strategies include implementing large, south-facing windows, sourcing building materials that absorb and slowly release heat, manipulating building form to influence ventilation, and minimizing unwanted heat gain through proper window selection and glazing. Shading devices such as roof overhangs or landscaping also reduce solar load.

Active solar strategies capture and store the sun's energy through mechanical or electrical means. Solar photovoltaic systems generate and store electricity, while solar thermal systems heat liquid directly and transfer thermal energy for heating water or air. Solar-ready buildings have south-facing roofs that are not shaded by nearby trees, structures, or buildings.

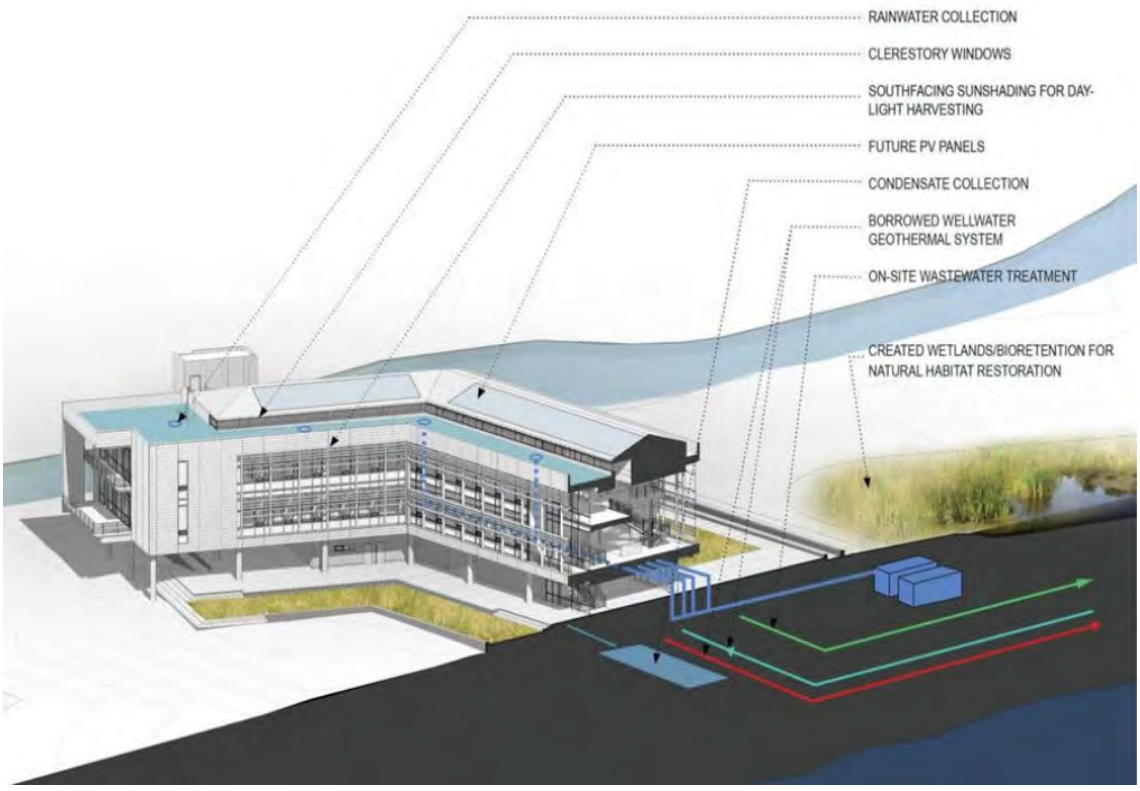
Buildings oriented for passive and active solar result in multiple benefits:

- Utilize solar, a renewable energy source, reducing greenhouse gas emissions and slowing fossil fuel depletion.
- Connect occupants to the natural environment by responding to changing weather conditions and providing window views.
- Provide daylighting, which decreases electrical lighting requirements and increases occupant satisfaction and productivity.
- Employ thermal massing, which reduces temperature swings and produces a higher degree of temperature stability and thermal comfort.
- Reduce heating and cooling costs through natural heating/cooling and ventilation.
- Lower operation and maintenance costs by requiring fewer moving parts and opportunities for mechanical failure.

Considering life-cycle costs and annual energy and maintenance savings, buildings designed to maximize solar access are often less expensive than conventional buildings. Passive solar features, such as south-facing windows, thermal mass, and roof overhangs, can theoretically pay for themselves by reducing mechanical heating and cooling loads, unit size, installation, operation, and maintenance costs. Compared to passive solar systems, active solar systems often have a higher initial cost and longer payback period depending on the size and the type of technology but may be offset with currently available federal and state tax credits.

Building Resiliency

Building orientation for passive and active solar design enhances a building's resiliency by maintaining livable conditions in the event of power interruption and loss of heating fuel. Daylight-optimized buildings provide interior light, and highly insulated buildings with natural ventilation maintain thermal comfort for building occupants. Photovoltaic systems with battery storage and islanding inverters provide emergency "power islands" during storm or other grid outages.



Florida Department of Environmental Protection's (DEP) Green Stormwater Infrastructure manual encourages the integration of stormwater practices and policies into the development process. A site's landscaping and open spaced areas can be used to retain and treat stormwater on-site rather than transferring potentially polluted stormwater off-site.

Urban Forestry and Landscaping

Trees are a vital component of the infrastructure in our community and provide many environmental and economic benefits. These benefits include cleaner air, soil and water conservation, climate moderation, energy conservation, human health and longevity, increased property values, traffic calming, and enhanced biodiversity.

Urban forestry is the care and management of tree populations in urban settings for the purpose of improving the urban environment. Because the tree canopy consists of living organisms that grow, change, and respond to environmental factors, this valuable natural resource requires management to thrive.

Urban forestry emphasizes the role of trees as a critical part of the urban infrastructure. Urban foresters plant and maintain trees, support appropriate tree and forest preservation, conduct research, and promote the many benefits trees provide. Employing urban forestry policies will bring environmental and economic benefits to the Village of North Palm Beach by reducing the need for air conditioning, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed -- in short, it will improve the Village's microclimate and air quality.

Another economic benefit associated with urban forestry is increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial, and public investments. Numerous studies have shown that there is a direct relationship between home value, public health, and street trees. In her article “City Trees and Property Values,” Kathleen L. Wolf indicates that home prices increase by 6 to 9 percent when there is good tree cover in a neighborhood, and a 10 to 15 percent increase when there are mature trees in a high-income neighborhood.

Urban forests improve air quality, absorb rainwater, improve biodiversity, and potentially allow recycling of 20% of waste which is wood based. Many cities today have issues with stormwater management systems that can no longer hold the volume of stormwater water generated by today’s climate conditions. One sustainable solution to this problem is putting grates underneath street trees to hold water. Trees and their soils work to filter runoff pollution and soil contaminants by absorbing them and processing them into less harmful substances. They also collect water in their limbs which release the water back into the atmosphere over time. This makes trees aa viable and important solution to stormwater runoff and urban heating issues.

Urban forestry can be subject to NIMBY (not in my backyard) arguments because some people occasionally experience trees as a nuisance or as a cause for disputes between neighbors. Citizen complaints frequently include concerns about too much shade, leaf litter, low hanging and falling branches, undesirable seeds, pods or fruits, and bird droppings. Many of these objections can be overcome by educational programs that promote the careful selection, placement, and routine maintenance of trees. The benefits of trees in our communities far outweigh any real or perceived inconveniences.

Another area of concern is the damage to homes and buildings that can result from tree roots or falling trees. Cases of damage to building foundations from invasive roots are typically the result of improper siting of trees and buildings relative to each other. The young sapling planted by the front door today will become the giant oak of tomorrow with roots that might damage walkways and foundations. Proper education about site and species selection is critical.

Falling trees often result from unstable root systems and/or severe storms. It is important to understand regional soil types and the routine maintenance practices necessary to promote healthy root systems and to reduce the other circumstances that might cause a tree to fall (disease, rotten wood, a too-heavy crown, etc.) Nonetheless, the damage from trees remains low in proportion to the number of trees and the many direct and indirect benefits they provide.

The following should be considered when formulating codes and standards for Urban Foresting:

- Include clear and concise definitions of key terms
- Include risk assessment evaluation requirements

- Define minimum landscape standards and mitigation requirements
- Specify what type of trees are required in certain locations
- Provide incentives or penalties to developers, landscape architects, etc.
- Provide educational opportunities for the community

A number of cities in South Florida support Urban Forestry and qualify as *Tree City USA* communities. Boca Raton, Boynton Beach, Delray Beach, Palm Beach Gardens, Royal Palm Beach, and Lantana have been designated as Tree Cities in the state of Florida.

The sustainability and long-term quality of our community will benefit by including urban forestry policies and code language in the Village's Comprehensive Plan and Land Development Regulations.

FINAL REMARKS

The Village of North Palm Beach Comprehensive Plan outlines the future development and growth of one of Florida's vibrant coastal communities. Rooted in the village's unique heritage, rich history, and culture, this comprehensive plan seeks to create a sustainable and resilient village that enhances the quality of life for its residents and visitors alike.

The Village's Comprehensive Plan embrace the **sustainable community** concept: *An urban area with a long-term planning and management vision that incorporates a multi-modal transportation network; walkable, mixed-use patterns of development; denser development where infrastructure exists; civic spaces and interconnected open spaces for recreation; economic vitality and job choices; choices in housing price and size; a quality educational system; and a unique identity.* The Village's sustainable community concept serves as an umbrella under which all the elements of the Plan are developed.

As a village with a strong economic foundation built on tourism, trade, and diverse industries, the Comprehensive Plan seeks to strike a delicate balance between preserving the village's natural beauty, fostering responsible growth, and promoting economic prosperity. The Comprehensive Plan aims to create a sustainable environment, addressing challenges posed by climate change, sea-level rise, and protecting the village 's unique ecosystems. It envisions a village with well-connected transportation networks, encouraging alternative modes of travel and reducing congestion to improve mobility and accessibility.

Preserving North Palm's cultural heritage and historical landmarks are integral components of the Plan. Emphasizing the importance of smart urban design, the plan seeks to revitalize neighborhoods, promote affordable housing, and enhance public spaces to foster a sense of community and pride. Safety and resilience are of paramount concern in the Comprehensive Plan, with strategies in place to mitigate potential natural hazards, enhance emergency response systems, and safeguard the well-being of residents and visitors.

The Village's Comprehensive Plan is a forward-thinking document that envisions a Village that celebrates its past, embraces the present, and looks ahead to a sustainable, vibrant, and inclusive future. As the village continues to evolve and face new challenges, this plan serves as a guiding compass, shaping policies, and decision-making to ensure North Palm Beach continues to thrive as a cherished destination and a place its residents are proud to call home.

PEOPLE & PLACES

The following table includes the major goals of the Village's proposed Comprehensive Plan:

- Protect quality of life of residents and support locally owned business development within the community, and the economic resilience that it creates
- Embrace community participation and dialogue
- Preserve community identity and historic character
- Protect its natural and built environment, encourage urban forestry
- Adopt sea level rise policies and regulations
- Provide walkable, mixed-use developments and support multi-modal transportation network
- Promote sustainable practices (drainage, green, buildings and site plans, etc.)

In summary, the Village should continue to implement specific strategies and policies that protect residents' quality of life and support the business community by encouraging and promoting sustainable, compact development patterns, and fostering the "live, work, play, learn" concept. Such strategies should include:

- Plan for infill and redevelopment of existing single-family dwellings that are being demolished and replaced by newer homes;
- Consider creating design guidelines for redevelopment and infill areas to protect the character of the Village;
- Promote walkable and connected neighborhoods that provide for a mix of uses at urban densities and intensities that support a range of housing choices and encourage a multi-modal transportation system;
- Improve non-auto-dependent connectivity between residential, shopping, entertainment, and employment areas by providing interconnected sidewalks, bike lanes/paths, and expanded regional transit service;
- Build a more resilient, adaptive community to address environmental impacts from sea level rise;
- Support green development and redevelopment policies and consider amending the Village's LDRs to be consistent with green initiatives supported by the Comprehensive Plan;
- Direct future economic growth and associated development to areas of the Village in a manner that does not have an adverse impact on natural resources and protect ecosystems;
- Encourage infill and mixed-use development
- Assess the capacity of existing infrastructure to support higher density and intensity uses along corridors;
- Promote Florida Friendly landscaping to support water conservation; and,
- Consider preparing an Urban Forestry Master Plan including available grants.

Annexation

Data and Analysis

Chapter 1: People and Places

Element 1

DATA & ANALYSIS

A. INTRODUCTION

The Village of North Palm Beach recognizes the impact that annexation can have on the resources of local governments. Although it is not required by Florida Statute, the Village has adopted this optional element into its Comprehensive Plan to provide the Village with a detailed outline for addressing future annexation and ensuring the Village has the tools necessary for smooth transition.

Florida's 1974 Municipal Annexation or Contraction Act provided a mechanism for municipalities to annex or recede from territory. This act allows municipalities to annex territories that are "contiguous, compact, unincorporated," and developed for urban purposes.

Florida Statutes

Annexation is addressed in Chapter 171 of the Florida Statutes. The Chapter is separated into two parts: Part I – Municipal Annexation or Contraction (ss. 171.011-171.094) and PART II – Interlocal Service Boundary Agreements (ss. 171.20-171.212).

Parts I and II are also subdivided. PART I addresses annexation procedures, prerequisites to annexation, character of the area to be annexed, voluntary annexation, and the annexation of enclaves. Part II addresses interlocal service boundary agreements, prerequisites to annexation under PART II, and consent requirements for annexation of land.

The following are definitions for certain Annexation terms:

- "Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.

- "Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in Florida must be designed in such a manner as to ensure that the area will be reasonably compact.

- "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the annexing municipality.

  The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically.

  However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

- "Enclave" means:
  - Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or
  - Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

- "Feasibility study" means an analysis conducted by qualified staff or consultants of the economic, market, technical, financial, and management feasibility of the proposed annexation or contraction, as applicable.

- "Interlocal service boundary agreement" means an agreement adopted under Part II between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

B. BACKGROUND

In the past, interested property owners have initiated annexation requests in the Village of North Palm Beach. However, the Village views annexation as beneficial to the Village and is receptive to proposals for annexation, provided such proposals do not create undue hardship for service delivery.

The Village continues to attempt to expand its existing boundaries by adding new residents. As part of the Optional Map Series, the Annexation Map indicates the existing Village of North Palm Beach boundaries as well as potential annexation areas.

For two decades, the Village has made strides toward annexation. Table 2-1 lists the Village's annexation initiatives from 2001 to 2023. Throughout the years, the Village has annexed both residential and commercial properties off major throughfares such as US Highway 1 and Alt. A1A.

Table 2-1: Village Annexation Initiatives

Year Adopted/NPB #	Amendment Summary	Acres
2001/01-1.1	Amended Plan to incorporate a 0.65-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.65 acres
2001/01-02	Amended Plan to incorporate a 0.66-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.66 acres
2002/02-2.1	Amended Figure 3-18 of the Future Land Use Element (Future Annexation Areas) to reflect recent annexation actions by the Village and neighboring jurisdictions and reflect coordination of annexation areas with those of neighboring jurisdictions	-
2002/02-2.3	Amended Plan to incorporate a 1.06-acre annexation in Planning Area 6A. Assigned a Medium Density Residential Future Land Use designation and R-2 Zoning District.	1.06 acres
2004/04-1	Amended Plan to incorporate a 3.06-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	3.06 acres
2004/04-2	Amended Plan to incorporate a 0.92-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	0.92 acres
2007/04	Incorporated a 1.79-acre annexation of property in Northeast corner of Alt. A1A and Richard Road	1.79 acres
2007/05	Incorporated a 0.35-acre annexation of property on East side of Alt. A1A and North of Richard Road	0.35 acres
2008/10	Incorporated a 2.62-acre annexation of property known as Live Oak Plaza located West of Alt. A1A and South of Richard Road	2.62 acres
2010/05	Incorporated a 1.70-acre annexation of property South of Richard Road and West of the Florida East Coast Railway (FEC)	1.70 acres
2010/18	Annexed seven (7) contiguous parcels of real property totaling approximately 4.64 acres located North of Richard Road and West of the FEC railroad right-of-way within Annexation Areas 4b and 4c	4.64 acres
Total		17.45 acres

C. EXISTING CONDITIONS

The Annexation Areas (Acreage) Map of the Optional Map Series indicates six areas within the Village of North Palm Beach with the potential for annexation. The total annexation area is approximately 688.1 acres which would dramatically increase the size of the Village.

<u>Enclaves and Pocket Areas</u>

The elimination of enclaves effectively curbs urban sprawl and lessens the undesirable impact that uncontrolled growth has had on Florida's resources.

As defined by Florida Statutes, enclaves are any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and/or a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

Annexing enclaves requires coordination between county and local municipalities. It can create difficulties for emergency service providers (medical/rescue, police, and fire departments) to respond to emergency situations.

Per F.S. 171, "the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves. In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

(a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or
(b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

However, this section does not apply to undeveloped or unimproved real property."

In addition, pocket areas generally occur along the outer perimeter of a municipality. Although pocket areas differ from enclaves, filling in the irregular growth patterns in pocket areas would result in more coherent boundaries, making the jurisdiction limits more definable.

Intergovernmental Coordination

Annexation of unincorporated property in Palm Beach County requires extensive coordination. Unless the area is within the municipality's utility service boundaries, residents of the area to be annexed are typically using County infrastructure. In such cases, it is important to recognize that the annexation may require conversions from septic tanks and well water to municipal sewer and potable water. Prior to any annexation, the jurisdiction must ensure concurrency between the subject areas.

D. TRENDS AND CHALLENGES

Treasure Coast Regional Planning Council Annexation Analysis

In 2022, the Village of North Palm Beach entered into an agreement with TCRPC to conduct an annexation analysis. The purpose of the analysis was to help the Village obtain any potential issues related to annexation. TCRPC would conduct due diligence, evaluate opportunity and outreach to various stakeholders. The project kickoff meeting was conducted with Village staff on April 26, 2022. In attendance was the Village Manager, Planning Director, and the Village's Legal Counsel. At the kickoff meeting, the some of the following topics were discussed:

- Methodology for Village staff to analyze benefits and costs for potential annexation candidates such as ad valorem taxes; utility taxes and fees
- Seacoast Utility Authority rate structure and lack of differential for Village or County customers
- Code Enforcement
- Future Land Use Map designations
- Other topics

Following the kickoff meeting, two additional project coordination meetings were conducted with the project team and Village Staff. The first coordination meeting was conducted on September 22, 2022. The coordination meeting included the Village Manager, Special Projects Director, and the Finance Director. Topics discussed that the meeting included the following:

- Prioritize meetings with Seacoast Utilities and Palm Beach County
- Annexation interests by Palm Beach Gardens in Annexation Area 1 (west of the FEC railroad corridor)
- Need for additional GIS mapping related to annexation and other Village priorities

Subsequently, on October 14, 2022, a coordination meeting was conducted with the Village Manager, Public Works Director, and Information Technology (IT) Manager. The following topics were discussed at the meeting:

In addition, TCRPC reviewed background documents and policies from the Village, Palm Beach County, Seacoast Utilities, and the Department of Health. The following findings were obtained from the various agencies:

- Palm Beach County maintains a Future Annexation Area Map. Per the County map, Areas 1, 2 and 3 are all indicated to be in the declared future annexation areas of both the Village and the City of Palm Beach Gardens.
- The Village Comprehensive Plan indicates the Village's annexation interest particularly for industrial and or business park land uses in Area 1 (described as north of Northlake Boulevard and west of Alternate A-1-A) pursuant to a desire to increase the municipal tax Chapter 13 addresses annexation, noting statutory provisions and requirements and placing emphasis on the desirability of annexation in Areas 1, 2, and 3. The Village emphasizes the need to coordinate with the City of Palm Beach Gardens regarding the City's de-annexation of Ellison Wilson Road and a flag-shaped lot located west of Ellison Wilson Road.
- Palm Beach County Fire Rescue (PBCFR) Services are currently provided in potential annexation areas 1, 2, and 3. Additional coordination will be needed with PBCFR if annexation efforts are advanced in these areas.
- Seacoast Utilities provides water and wastewater services to the Village and the potential annexation areas.
- The Department of Health regulates septic tanks; however, they do not maintain maps of failing septic tanks.

Stakeholder meetings were conducted with Seacoast Utilities and Palm Beach County. The City of Palm Beach Gardens declined to participate in a stakeholder meeting, and a meeting with the Town of Lake Park was suspended due to the preliminary findings. Summaries of the stakeholder meetings were as follows.

Seacoast Utilities

A meeting was conducted with Seacoast Utility Authority on January 31, 2023, including the Village Manager and Special Projects Director along with the Seacoast Executive Director and Director of Planning. Discussion topics included the following:

- "Seacoast customers in the Village pay a 10-11% surcharge, which Seacoast provides to the Village annually. For the Village, this surcharge generates roughly $70-80,000 monthly, totaling $891,000 in 2022.

- This fee is collected in the Village, Town of Juno Beach, and Town of Lake Park; however, it is not collected in the City of Palm Beach Gardens or unincorporated Palm Beach County. Therefore, unincorporated properties annexing into the Village would incur additional utility costs given the current rate structure.
- Two key areas for additional Village/Seacoast coordination include resilience and permitting in Village rights-of-way. Regarding development activities, Seacoast staff participates on the development review committees for the Village, Lake Park, and Palm Beach Gardens but not for the County.
- Septic to sewer conversions are anticipated east of A-1-A, including Richard Road, Honey Road, Conroy Drive, and Lorraine Court with a preliminary cost estimate of $4.5M. Similar conversions to the north along Richard Road and Hinda Road are estimated at $3M. There is funding potentially available through the South Florida Water Management District (SFWMD) and Legislative appropriation, which creates a partnership opportunity for Seacoast and the Village.
- The Seacoast water main on US1 represents an opportunity for collaboration. If the water main is moved to the alley, the remaining water line could be used for reclaimed water for landscaping as well as the Country Club."

Palm Beach County

A meeting was conducted with Palm Beach County on March 22, 2023, including the Village Building Official and County Planning Director and senior planning staff. Discussion topics included the following:

- "The alignment of Congress Avenue remains uncertain, with continued evaluation led by the County engineering department.
- The County has expressed preference for expanded workforce housing where possible. In Area 1, with the County's HR12 land use, a maximum density of 28 du/acre is achievable with the following assumptions:

HR 12 – base density	12 du/acre
Workforce housing bonus of 100% with 100% workforce housing (presumes 100% for-sale; bonus is reduced to +80% if rental)	+ 12 du/acre
Purchase of units through transfer of development rights	+ 4 du/acre
TOTAL MAX DENSITY	28 du/acre

- Properties along Northlake Boulevard include both Commercial High and HR 8 future land use designations. County regulations allow density to be clustered, enabling a maximum density of 20 du/acre, which can be aggregated and located on any portion of the total acreage of assembled properties. In addition to the residential density, the Commercial High FLU designation allows up to 0.85 FAR base intensity with a maximum intensity of 1.0 FAR for traditional neighborhood or traditional marketplace development.

- The implications of SB 102 (the Live Local Act of 2023) are unknown; however, as written, it would appear a maximum height of 8 stories should be considered. (NOTE: SB 102 as adopted allows subject properties to utilize the maximum building height permitted within one mile)"

Following the preliminary findings and analysis, the Village requested that the TCRPC annexation study be halted. As part of the analysis, TCPRC created the below annexation analysis as an example of potential taxes for a property that annexes into the Village.

ANNEXATION ANALYSIS APRIL 2022

The purpose of this analysis is to compare taxes, fees & service delivery for properties within unincorporated Palm Beach County and within the Village of North Palm Beach. For the analysis, a sample property is utilized with a taxable value of $400,000.

CATEGORY	UNINCORPORATED[1]		IN VILLAGE		DIFFERENCE
Ad Valorem Taxes					
County Operating Debt	4.72	1888.00	4.72	1888.00	0.00
County Debt	0.03	12.00	0.03	12.00	0.00
* Fire/Rescue	3.46	1384.00	0.00	0.00	-1384.00
* Library Operating	0.55	220.00	0.00	0.00	-220.00
* Library Debt	0.03	12.00	0.00	0.00	-12.00
PBC School District by State Law	3.27	1308.00	3.27	1308.00	0.00
PBC School District by Local Board	3.25	1300.00	3.25	1300.00	0.00
North Palm Beach Operating	0.00	0.00	7.00	2800.00	2800.00
So. Fla. Water Mgmt. Basin	0.10	40.00	0.10	40.00	0.00
So. Fla. Water Mgmt. District	0.09	36.00	0.09	36.00	0.00
Everglades Construction	0.03	12.00	0.03	12.00	0.00
Fl. Inland Navigation District	0.03	12.00	0.03	12.00	0.00
Children's Services Council	0.55	220.00	0.55	220.00	0.00
Health Care District	0.73	292.00	0.73	292.00	0.00
Non Ad Valorem Assessments					
Solid Waste Authority of PBC		184.00		184.00	0.00
North Palm Beach Stormwater				142.84	142.84
		NET CHANGE FOR PROPERTY OWNER			1326.84
TOTAL 2022 Certified Millage Rate	16.8381				
Seacoast Utilities					
North Palm Beach Surcharge	TBD				
ISO Rating	TBD				
Solid Waste Collection	TBD				
[1] sample site: 2778 Hinda Road	https://www.pbcgov.org/papa/Asps/PropertyDetail/PropertyDetail.aspx?parcel=00434217040000120&srchtype=map				
Estimated Taxable Value	$ 400,000				

Strategic Annexation Plan

Although, TCRPC prepared an annexation analysis for North Palm Beach, the Village could continue this initiative by creating an Annexation Strategic Plan. The Annexation Strategic Plan will provide necessary data and information to guide the Village in the process of annexation surrounding properties both commercial and residential. In addition, it would evaluate the costs and benefits of annexation potential adjoining areas and define a suitable implementation strategy to annex specific areas.

The annexation plan would be divided into three (3) phases: Phase 1, Phase 2, and Phase 3. Phase 1 would provide an analysis of the decennial Census and Palm Beach County data related to potential annexation areas. Furthermore, Phase 1 would include the following:

- Detailed maps and photos of the annexation areas
- Key Planning Data (population, zoning, future land use, size-acres)
- Property Appraisal Information
- Projected Ad Valorem per Village Millage Rate
- Summary Table of Taxable Value and Ad Valorem Tax per each potential annexation area

Phase 2 would present project revenue to be received and projected costs to serve each targeted area. This phase would provide detailed analysis of existing conditions and level of services as follows:

- Infrastructure (water, sewer, drainage, parks, and road conditions)
- Building Department and Code Enforcement
- Public Safety (Fire Rescue/Law Enforcement)
- Inventory of Revenue and Costs

The cost analysis would review the expected annual expenses or costs to the Village for providing Village services to the potential annexation areas; and the estimated annual review that could be expected. Also, meeting with Village Departments and service providers would be critical task within Phase 2. Meetings should be conducted amongst Village Departments such as:

- Police
- Fire Rescue
- Finance
- Public Works
- Code Enforcement
- Parks and Recreation
- Community Development

In addition, it would be important to meet with the following service agencies:

- Seacoast Utility Authority
- Palm Beach County Fire
- Palm Beach County Sheriff's Office
- Solid Waste Authority

Phase 3 would provide prioritization of potential annexation areas based on the findings of the previous phases, and the recommendations from the Village Council. The main goal is to present specific strategies to annex target areas. This effort might include community outreach, online surveys, brochure presenting benefits, social media and others.

<u>Political Challenges</u>

Residents' resistance to change often impedes attempts at annexation. In many cases, residents of unincorporated areas are accustomed to receiving certain services at no cost and understandably oppose any measure that would increase taxes. From a municipality's perspective, however, annexation adds a financial and management burden on its existing operations and infrastructure. The use of local roads, parks, and other related amenities by residents of unincorporated areas without taxation burdens the municipal tax structure.

In general, unincorporated Palm Beach County residents are subject to lower taxes than municipal residents because they are taxed only by the County rather than by both the municipality and the County. Annexation into the Village of North Palm Beach would not only increase taxes for former County residents but sometimes subject them to stricter local regulations, ordinances, and codes.

Also, North Palm Beach's proximity to various unincorporated pockets creates overlaps in jurisdiction with neighboring municipalities. As indicated on the Annexation Map including Surrounding Municipalities of the Optional Map Series of this Comprehensive Plan, the Village competes with the City of Palm Beach Gardens and the Town of Juno Beach for annexation of certain unincorporated pocket areas.

The Village is also attempting to coordinate the de-annexation of the Ellison Wilson right-of-way and the "flag lot" with the City of Palm Beach Gardens. This de-annexation effort has been in process for several years and has been an ongoing struggle for both municipalities.

Furthermore, as mentioned in the Future Land Use and the Infrastructure Element of this Plan, the Village utilizes Seacoast Utility for its potable water services which imposes a surcharge on Village residents. Residents of unincorporated areas also pay a surtax for County fire/rescue and police. Because North Palm Beach provides those services in-house, the surtax would be replaced by the Village's tax structure.

Oftentimes, municipal residents oppose annexation citing drain on municipal resources and a general preference for a small-town lifestyle. Increased taxes and additional regulations are among the reasons residents of unincorporated areas are hesitant to join the Village. Although the elimination of enclaves and unincorporated pocket areas is encouraged by the State as well as the County, political issues often block attempts at annexation.

In March 2024, thousands of residents from unincorporated Palm Beach County near North Palm Beach and Palm Beach Gardens voted on whether to have either municipality annex their properties.

North Palm Beach proposed to annex four neighborhoods (182 dwellings) that are also in Palm Beach Gardens' annexation area, putting both municipalities in direct competition for the same neighborhoods. For an annexation to take effect, a municipality must receive approval from 50%-plus-one of the subject voters.

Table 2-2 indicates the three annexation zones in North Palm Beach which comprise a little over 200+ homes. The proposed annexation efforts sought to round out the Village's boundaries and provide more control over development and redevelopment in the area. However, residents of the subject annexation areas voted against joining the Village of North Palm Beach.

Table 2-2 – Annexation Voting Areas

Annexation Zone	Annexation Neighborhood	Size (Acres)
1	Portage Landings and Hidden Key residential developments	61 acres
2	Ellison Wilson Road	8.57 acres
3	Pirates Cove and six (6) adjacent parcels	17 acres

Although its most recent annexation attempt failed, the Village should continue its efforts toward annexation, and consider conducting a study to analyze property values, property taxes, population, and county zoning codes of the targeted unincorporated areas in order to craft a strategic plan for incremental annexation.

While squaring off North Palm Beach's boundaries and increasing the Village's taxbase would benefit the Village, a larger population would increase the demand for services such as:

- Solid Waste
- Potable Water
- Sanitary Sewer
- Parks and Recreation
- Police
- Fire Rescue
- Community Services
- Public Works

As a result, staffing levels in certain departments might need to be increased. For example, the Building Department/Zoning Department may need additional staff to process an increase in permit requests and additional code enforcement officers might be needed to enforce village ordinances on newly acquired property.

E. FINAL REMARKS

To continue to grow, the Village of North Palm Beach must expand its boundaries to include unincorporated properties. It is critical that any annexation initiative take into consideration the best interest of both the Village and the owners of the property to be annexed.

North Palm Beach's approach to annexation will be more beneficial for everyone if annexation, like any growth, is accomplished according to a well-conceived strategic annexation plan. Without a plan, the annexation of any property can lead to inadequate or inefficient delivery of services.

Palm Beach County has a primary leadership role to support eliminating unincorporated areas and promoting annexation. In 2001, Broward County adopted a policy that encouraged unincorporated areas be annexed into municipalities to improve services and support local governments.

To date, Palm Beach County residents have opposed annexation into the Village. However, the Village should continue to implement specific annexation strategies and policies that will protect the current residents' quality of life while providing services, staffing, and budgeting to accommodate new residents. Strategies for efficient and effective annexation include the following:

- Developing a strategic plan for annexation that includes a feasibility study;
- eliminating enclaves and pocket areas;
- coordinating with adjacent municipalities and the County; and,
- continue dialogue with the County to emphasize support to reduce unincorporated areas.

Housing

Data and Analysis

Chapter 1: People and Places

Element 3

HOU

DATA & ANALYSIS

A. INTRODUCTION

The purpose of the Housing Element is to guide the preparation of plans and policies necessary to assure the availability of safe, sanitary, affordable, and otherwise adequate housing for the existing and future needs of the Village of North Palm Beach.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with all Elements of a Comprehensive Plan. Section 163.3177(f)1, Florida Statutes, requires a Comprehensive Plan to include, "*A housing element consisting of principles, guidelines, standards, and strategies to be followed in:*

a. *The provision of housing for all current and anticipated future residents of the jurisdiction.*
b. *The elimination of substandard dwelling conditions.*
c. *The structural and aesthetic improvement of existing housing.*
d. *The provision of adequate sites for future housing, including affordable workforce housing as defined in s.380.0651(1)(h), housing for low-income, very low-income, and moderate-income families, mobile homes, group home facilities and foster care facilities, with supporting infrastructure and public facilities. The element may include provisions that specifically address affordable housing for persons 60 years of age or older*."

This Element examines existing housing conditions and identifies projected demand for housing in North Palm Beach and provides an analysis of the internal and external factors affecting the Village's housing market. The Housing Element includes the following analyses:

1. Analysis of the Village's housing inventory and its characteristics based on information provided by the U.S. Census Bureau, the University of Florida's Shimberg Center, and the Village's own statistics, as appropriate;
2. Assessment of current built-out status and redevelopment trends as they relate to housing supply;
3. Analysis of the extent of housing need for anticipated populations and the replacement and maintenance of existing housing units;
4. Consideration of green housing strategies;
5. Analysis of the current challenges and trends related to housing.

Housing in North Palm Beach

The Village of North Palm Beach is a coastal community located in the southern portion of Florida's East Coast. According to US Census data, the Village's population increased from 12,015 residents in the year 2010, to 13,162 residents in the year 2020, an increase of 9.54%. In addition, the Census data indicates that the Village's housing inventory increased from 6,025 housing units in 2010, to 6,232 in 2020, resulting in an increase of 207 units (3.43%) during the same time period. North Palm Beach's population is projected to continue to rise into the year 2050. (See Table 1-2. Population Projection in the Future Land Use Element).

The real estate market has experienced rapid change over the past decade. The drastic increase in housing prices in the State of Florida is mirrored in North Palm Beach. The increase is similar to that seen during the housing bubble after the 2008 recession. Foreclosed properties are scarce, and many homes are being purchased by cash buyers despite the fact that demand is higher than supply. Housing affordability remains an issue for many North Palm Beach households.

Despite the volatile housing market, the Village's residential neighborhoods (low, medium, and high density) have been improving and consolidating. Residential land use represents 55.64% of the Village's jurisdiction. (See Table 1-14. Future Land Use Acreage in the Future Land Use Element).

B. ANALYSIS OF EXISTING CONDITIONS

To effectively manage the Village's future development, it is necessary to have a clear understanding of existing housing conditions. This section presents an inventory of all housing-related data and examines the characteristics of existing housing in North Palm Beach as required by Chapter 163 of the Florida Statutes.

The following analysis is based on the 2010-2020 American Community Survey (ACS) 5-year estimates of the U.S. Census Bureau, which includes estimates based on a sample of households over a 5-year period. The data provided by the ACS allows an in-depth analysis of housing variables and trends. The following tables are organized in columns, each representing a 5-year period. In 2020, the US Census Bureau released its decennial Census data, providing additional information for assessing the Village's housing conditions and demographics. However, various datasets captured in the ACS are not necessarily identical to those in the decennial Census. The following analysis includes various datasets obtained from the US Census Bureau.

Occupancy and Tenure

As summarized in Table 3-1 below, the US Census Bureau's 2016-2020 American Community Survey indicated there were 8,251 total housing units in North Palm Beach, 75.5% of which units were occupied. While the number of housing units has increased since 2010, vacant units (seasonal, recreational, and occasionally used properties) decreased by a minimal 27 units from 2010 to 2020.

Table 3-1. Housing Occupancy

Housing Occupancy	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
Occupied housing units	6,025	74.60%	6,232	75.50%

Housing Occupancy	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Vacant housing units	2,046	25.40%	2,019	24.50%
Homeowner Vacancy Rate	2.3	(x)	1.4	(x)
Rental Vacancy Rate	6.5	(x)	6.3	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-2 indicates that between 2010 and 2020, the ratio of owner- and renter-occupied units in the Village has remained consistent.

Table 3-2. Housing Tenure

Housing Tenure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%
Owner-occupied	4,728	78.50%	4,814	77.20%
Renter-occupied	1,297	21.50%	1,418	22.80%
Average household size of owner-occupied unit	2.08	(x)	2.08	(x)
Average household size of renter-occupied unit	1.8	(x)	2.15	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Type of Housing

Table 3-3 is based on data from the U.S. Census, American Community Survey (ACS). Reflecting the diversity of the Village's housing stock, as of 2020, 34.8% of all housing units in North Palm Beach were single-family detached, while 42.9% of units were in buildings that contained 20 or more units.

Table 3-3. Number of Units in Structure

Number of Units in Structure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1-unit, detached	2,975	36.90%	2,873	34.80%
1-unit, attached	318	3.90%	256	3.10%
2 units	84	1.00%	135	1.60%
3 or 4 units	246	3.00%	276	3.30%
5 to 9 units	660	8.20%	404	4.90%
10 to 19 units	530	6.60%	758	9.20%
20 or more units	3,225	40.00%	3,540	42.90%
Mobile Home	33	0.40%	9	0.10%
Boat, RV, van, etc.	0	0.00%	0	0.00%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

As summarized in Table 3-4, the largest portion of housing in North Palm Beach (2,420 units, 29.3%) was built between 1970 and 1979. Because of the age of these structures and those built prior to 1970, these sites are considered potential redevelopment opportunities for the housing market.

Housing units built prior to 1960 make up 15.3% of the Village's total housing units. These structures might have historical significance to the Village, so despite their age, they may not be considered for potential redevelopment. These homes provide historical significance due to the architectural, cultural, or social significance. Also, they set the identity of the Village and neighborhoods as a whole. However, due to the age of these properties, the structures are often required to comply with all building safety standards.

Although these residences may have historical significance, the inventory in the "Florida Master Site File" and "National Register of Historic Places," indicates that there is currently no historically significant housing within the Village.

Table 3-4. Year Structure Built

Year Structure Built	Village of North Palm Beach	
	Estimate	Percent
Total housing units (2020)	8,251	100.00%
Built 2014 or later	58	0.70%
Built 2010 to 2013	0	0.00%
Built 2000 to 2009	681	8.30%
Built 1990 to 1999	323	3.90%
Built 1980 to 1989	1,178	14.30%
Built 1970 to 1979	2,420	29.30%
Built 1960 to 1969	2,324	28.20%
Built 1950 to 1959	1,196	14.50%
Built 1940 to 1949	61	0.70%
Built 1939 or earlier	10	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Housing Cost and Affordability

A study by Harvard University found that "*Housing is most Americans' largest expense. Decent and affordable housing has a demonstrable impact on family stability and the life outcomes of children. Decent housing is an indispensable building block of healthy neighborhoods, and this shapes the quality of life…better housing can lead to better outcomes for individuals, communities, and American society as a whole. In short, housing matters."* [Bart Harvey, 2006, Joint Center for Housing Studies, Harvard University].

As in many areas within the State, housing costs and land values in North Palm Beach continue to increase while the housing supply remains limited. Based on the U.S. Census, 2016-2020 American Community Survey, 35.4% of the Village's housing supply is valued between $300,000 and $499,999

(see table 3-5). Between 2010 and 2020 this bracket increased from 1,497 to 1,704 units. The median value of owner-occupied housing in the Village was $345,300 in 2020.

The U.S. Census also indicates that 6.6% of the Village's owner-occupied units (318) are valued at $149,999 or less. Some of these units may be located in structures that were built in the 50s or 60s and may be considered for historical designation or potential redevelopment. However, these aging buildings are likely to incur steep assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside Condominium.

Table 3-5. Housing Value

Housing Value	Village of North Palm Beach			
	2010		2020	
	(2006-2010)		(2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00%	4,814	100.00%
Less than $50,000	58	1.20%	33	0.70%
$50,000 to $99,999	171	3.60%	72	1.50%
$100,000 to $149,999	277	5.90%	213	4.40%
$150,000 to $199,999	488	10.30%	415	8.60%
$200,000 to $299,999	1,177	24.90%	1,146	23.80%
$300,000 to $499,999	1,497	31.70%	1,704	35.40%
$500,000 to $999,999	600	12.70%	971	20.20%
$1,000,000 or more	460	9.70%	260	5.40%
Median (dollars)	317,700	(x)	345,300	(x)

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Tables 3-6 and 3-7 present information regarding the mortgage status and gross rent for housing in North Palm Beach. Both tables indicate the number of units between 2010 and 2020 resulting from multiple redevelopment projects during that time. Most of the current housing supply is occupied by owners without a mortgage (51.7%). Most of these units were built between 1970 and 1979, and long-time residents will have typically paid off their mortgages.

Table 3-7 compares rental prices in North Palm Beach between 2010 and 2020 in terms of gross rent. According to the U.S. Census Bureau, 57.2% of the occupied units paying rent spend 35% or more than their household income on rent. This number has increased by 17.6% since 2010. Despite this increase, the information gathered from the U.S. Census indicates that rent in the Village is slightly lower than that of overall Palm Beach County.

Table 3-6. Mortgage Status

Mortgage Status	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00%	4,814	100.00%
Housing units with a mortgage	2,569	54.30%	2,326	48.30%
Housing units without a mortgage	2,159	45.70%	2,488	51.70%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-7. Gross Rent as a Percentage of Household Income

Gross Rent	Village of North Palm Beach			
	2010 (2016-2020)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied units paying rent (Excluding units where GRAPI cannot be computed)	1,216	100%	1,300	100.00%
Less than 15.0 percent	234	19.20%	39	3.00%
15.0 to 19.9 percent	87	7.20%	159	12.20%
20.0 to 24.9 percent	133	10.90%	104	8.00%
25.0 to 29.9 percent	161	13.20%	147	11.30%
30.0 to 34.9 percent	120	9.90%	107	8.20%
35.0 percent or more	481	39.60%	744	57.20%
Not computed	81	(x)	118	(x)
Median (dollars)	1,131	(x)	1,552	(x)
No rent paid	81	(x)	108	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

According to the U. S. Department of Housing and Urban Development (HUD), households spending more than 30 percent of residents' income for housing costs are considered to be "cost burdened." Households spending more than 50 percent are considered to be "severely cost-burdened." Housing is generally considered to be affordable if the householders spend less than 30 percent of their income on housing costs.

Area median income — often referred to as simply AMI — is a key metric in the analysis of affordable housing. Area median income is defined as the midpoint of a specific area's income distribution; it is

calculated on an annual basis by the Department of Housing and Urban Development (HUD). HUD refers to the figure as MFI, or median family income, based on a four-person household.

AMI is typically split into the following categories:

- Moderate to Middle Income (above 80% of AMI)
- Low Income (at or below 80% of AMI)
- Very Low Income (at or below 50% of AMI)
- Extremely Low Income (at or below 30% of AMI)

AMI encompasses a broad range of households likely experiencing distress because of housing costs. The portion of income taken up by housing costs is likely to limit the householders' ability to afford other necessities. Moreover, an AMI of 80% is the traditional measure of eligibility for programmatic housing assistance. For example, all beneficiaries of the federal public housing program and federal HOME program earn incomes below 80% AMI.

This need indicator serves as an approximation of the total number of households that would benefit from some type of housing assistance, particularly if homeless and migrant households are added. Such assistance includes the construction of new affordable housing units and the provision of subsidies to make existing units more affordable.

In addition to this summary level of information, a more detailed understanding of the presence of low-income and cost-burdened households can help local governments plan for and target assistance. The following supplemental tables provide this additional level of detail for North Palm Beach. Note, however, that the number does not include homeless individuals and families, as they are not included in household enumerations. It also does not include the many migrant farmworker households missed by Census counts.

As a summary indicator of local housing affordability, the Florida Housing Data Clearinghouse, Shimberg Center for Housing Studies, provides various data that indicates the cost burden by income for both renters and owner-occupied households.

Table 3-8 and 3-9 indicate the AMI based on household income and the housing cost burden percentage per AMI category. Table 3-8 indicates the cost burden for owners, while table 3-9 indicates the cost burden for renters. Because household income for owners and renters in North Palm Beach is relatively high, there is a minimal number of residents who are considered to be cost burdened.

Table 3-8. Cost Burden by Income in North Palm Beach (Owners)

Owner-Occupied Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	Household Income	30% or less	30.1-50%	More than 50%
North Palm Beach	30% AMI or Less		47	163
North Palm Beach				
North Palm Beach	30.01-50% AMI	100	131	205
North Palm Beach	50.01-80% AMI	552	216	179
North Palm Beach	80.01-100% AMI	263	173	
North Palm Beach	Greater than 100% AMI	2718	209	41

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Table 3-9. Cost Burden by Income in North Palm Beach (Renters)

Renter Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	Household Income	30% or less	30.1-50%	More than 50%
North Palm Beach	30% AMI or Less	31	10	61
North Palm Beach				
North Palm Beach	30.01-50% AMI	26	41	241
North Palm Beach	50.01-80% AMI	46	200	97
North Palm Beach	80.01-100% AMI	123	159	51
North Palm Beach	Greater than 100% AMI	358		

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Number of Bedrooms and Overcrowding

Table 3-10 indicates the number of bedrooms within each housing unit in North Palm Beach. The number of bedrooms per housing unit has generally remained the same, with minor fluctuations from 2010 to 2020.

The data in Table 3-11 indicates that Village households were not overcrowded between 2010 – 2020. The significantly higher number of retirees in North Palm Beach may account for the higher percentage of units with 1.00 or fewer occupants per room.

Table 3-10 Number of Bedrooms

Number of Bedrooms	Village of North Palm Beach	
	2010	2020 8

	(2006-2010)		(2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1 bedroom	16	0.20%	8	0.10%
2 bedrooms	109	1.40%	194	2.40%
3 bedrooms	672	8.30%	828	10.00%
4 bedrooms	2,787	34.50%	2,650	32.10%
5 bedrooms	1,546	19.20%	1,412	17.10%
6 or more bedrooms	2,941	36.40%	3,159	38.30%
Median Rooms	4.8	(x)	4.8	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-11 Occupants per Room and Overcrowding

Occupants per Room and Overcrowding	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%
1.00 or less	5,989	99.40%	6,187	99.30%
1.01 to 1.50	36	0.60%	37	0.60%
1.51 or more	0	0.00%	8	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

C. TRENDS AND CHALLENGES

This section presents the trends and challenges facing the Village in terms of housing supply and demand. With approximately 27 acres (less than 2%) of vacant land within its existing corporate limits, the Village of North Palm Beach has almost reached "built out" status. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land for further growth. Please see the Annexation Element of this Plan for further details on the specific areas the Village is considering for annexation.

Due to the lack of available land, the trend in North Palm Beach has turned to the acquisition of properties for redevelopment or the replacement of existing structures with new and larger residences. The appeal of North Palm Beach's residential communities fuels the upward trend in property values.

Increased housing prices in North Palm Beach makes housing unaffordable for some. The Village's goal is to balance the need for affordable units with the existing housing supply while offering a variety of housing options.

Palm Beach County's Affordable Housing Needs Assessment analyzed housing data to illustrate and assess the intensity of housing challenges throughout the County. The Assessment concluded that affordable housing is an urgent issue which impacts how municipalities will be developed and redeveloped. The COVID-19 Pandemic had significant economic and social impacts on the County, specifically on housing affordability. Conditions that contribute to the urgency of the affordable housing crisis include:

- Increased rental cost
- Lower household income
- Increased demand for rental properties
- Lack of new affordable housing units

Single Family Residences

Residential land use accounts for approximately 967.39 acres or 55.64% of the Village, compared to 219.29 acres or 12.61% for commercial development. This land distribution is consistent with the predominantly residential character of the community. Approximately 39.38% of the Village's development is low-density residential.

With approximately 27 acres (less than 2%) of land vacant, North Palm has reached built-out status within its existing corporate limits. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land for further growth. Please see the Annexation Element of this Plan for further details regarding specific areas the Village is considering for annexation.

Aging Condominium Buildings

Some multi-family residential buildings in the Village are aging. For example, some of the buildings along Paradise Harbour Boulevard were constructed in the 1970s.

These condominium owners are facing increased assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside condominium. These sites have potential for redevelopment or new structures. The Village's mix of housing types contributes to the strength of its housing market.

Energy Efficient Residential Structures

Energy efficient goals and green building standards should be considered for the design and construction of new residential development and redevelopment. Funding opportunities such as the "PACE" program are available for residents and owners who wish to improve energy efficiency in their housing stock.

The State of Florida and private energy companies such as Florida Power & Light have incentives programs available for residents, businesses, governments, non-profits, schools, institutions, etc., to promote energy efficiency. The funds from such programs can be used to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product. The Village supports these types of programs to assist residents and business owners to move toward a more sustainable future.

The Village may also consider the implementation of a Green Building ordinance to promote green building certification programs such as LEED, Florida Green Building Coalition (FGBC), and other programs for the development and redevelopment of energy-efficient buildings. Such an ordinance

would include green building standards and less restrictive redevelopment regulations to support green design.

North Palm Beach Citizens' Master Plan

In 2016, the Village worked in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), now known as the Palm Beach Transportation Planning Agency (TPA), and the Treasure Coast Regional Planning Council (TCRPC), to develop a master plan for economic and community development. The objectives of the plan are to improve mobility, quality of life, and economic vitality of the Village's residents and business community. The Village Master Plan illustrates strategies for achieving those objectives and establishing goals and policies to implement the plan. A Market Analysis was conducted to identify the Village's future demand for residential and commercial development.

The Citizen's Master Plan highlights the following key recommendations:

- Redefine the US 1 corridor
- Improve Prosperity Farms Road
- Formulate Design Guidelines and create a Form-Based Code of Ordinances
- Prioritize Targeted Redevelopment Areas

The Master Plan also suggests multiple recommendations for providing residential rehabilitation programs. These programs assist homeowners with major or minor structural or aesthetic improvements to their properties. Home Ownership Programs like these provide supplemental funding through grants or loans to help potential homebuyers. In addition to the homeowner programs, the plan references neighborhood beautification and landscaping programs that could be used to improve the overall look/feel of a neighborhood by providing cohesive landscaping, benches, lighting, and neighborhood signage. Neighborhood association programs could be supported by municipal staff or active community members to assist in the creation of beautification and landscaping programs.

Substandard Housing

Although, there is a need for housing, it is important that the housing stock provided is adequate and safe. According to National Center for Healthy Housing (NCHH), there are approximately six (6) million homes in the United States are considered substandard. Substandard housing conditions include lack of bathroom or kitchen facilities within a household, leaking roof, broken air conditioning, and outdated or faulty electrical systems. Residents cannot inhabit structures experiencing these unsafe living conditions.

It is important that the Village continue to strive to eliminate these substandard housing conditions or require them to meet the local building codes. Through code enforcement and permitting, the Village can continue to reduce the amount of substandard housing within North Palm Beach.

Housing Assistance Programs

Housing in Palm Beach County as well as other portions of the State continues to be an ongoing crisis for many. However, there are resources available to assist people in purchasing homes or even finding places to rent. Palm Beach County created a Housing Action Plan called "Housing for All." The goal is the plan is to provide funding and financial resources that will be used to develop, rehabilitate, and preserve 20,000 units of workforce and affordable housing in Palm Beach County over the next decade. The plan emphasizes the need for an increase of workforce and affordable housing. With this plan as a blueprint, the County has created a vision for sustainable access to financially feasible and diverse housing options.

Furthermore, there are various non-for-Profit Organizations that continue to assist in decreasing the housing crisis. Habitat for Humanity is a global non-for-profit organization that works in more than 70 countries. The organization has helped more than 59 million people improve their living conditions

since 1976. Habitat works with families, local communities, volunteers, and partners from around the world to provide safe and affordable homes. In Palm Beach County, the global brand has a local affiliate named "Habitat for Humanity of Greater Palm Beach County", which continues to provide housing for many residents.

Another housing assistance group within the Village of North Palm Beach is the NET Team (Neighborhood Enhancement Team). The NET team is a group of Village employees that work with volunteers and residents to ensure neighborhoods remain desirable places to live. NET team is comprised of members from the respective Village departments, who help residents with outreach plans for crime walks, neighborhood clean-ups, beautification projects. Also, they evaluate code violations that affect neighborhood quality of life.

Lastly, Florida Section 8 Housing is a program funded by the federal government that provides rental assistance to low-income individuals and families. Also known as the Housing Choice Voucher program, it allows participants to find and rent housing from private landlords with assistance from the government.

Special Needs

Like many other communities in South Florida, the Village has an aging population that is also in need of housing. The Village must inclusively provide housing options to accommodate this demographic. The Village has multiple nursing homes that serve the North Palm Beach area. Within the Village, there is the New Day Adult Care Center, which is a nonprofit mission of Faith Lutheran Church of North Palm Beach. New Day Adult Care Center enhances the lives of dependent adults and their caregivers by providing quality social, emotional, intellectual, spiritual, physical, and compassionate care in a community-based program.

Hibiscus Palace North Palm is a co-ed assisted living facility that provides care to seniors in need of assistance with the activities of daily living. The homes range in size from 6 to 14 beds. In addition to the North Palm Beach location, there are facilities in Lake Worth, Wellington, and Royal Palm Beach. These homes are specifically designed to meet the care and safety needs of our residents.

Palm Beach Memory Care is another assisted senior living facility in North Palm Beach. Palm Beach Memory Care offers The Pathways Programs that offers residents with Alzheimer's and other types of dementia with a level of holistic care. The Pathways Program promotes maintains residents' quality of life and provide them with the ability to connect with loved ones.

Along with assisted living and senior living, the Village has residential treatment facilities that provide outpatient treatment for those in need of drug and alcohol assistance. The Good Life Treatment Center provides various paths to help patients with recovery and treatment. The goal is to build relationships with patients while fostering their wellness. The Village continues to provide housing for residents of all.

FINAL REMARKS

Based on the present analysis, the Village should continue to implement specific strategies and policies to encourage and promote diverse hosing types and sustainable development patterns, as follows:

- With regard to housing diversity and sustainability, the Village shall promote infill development, redevelopment, and flexible zoning regulations, and designate adequate sites and appropriate land use designations to ensure a diverse housing stock for all its residents.
- The Village shall continue to support neighborhood enhancement projects. Mixed-use zoning will be promoted to provide the flexibility necessary to stabilize and revitalize older

neighborhoods while protecting those neighborhoods from incompatible uses and encouraging compatibility through context-sensitive building and site design.

- The Village shall continue to promote resource conservation programs and energy-efficient construction. Proximity of residential units to transit services and pedestrian and bicycle interconnectivity shall be emphasized. Furthermore, the Village shall consider providing development incentives for projects that meet or exceed the Green Building standards.
- The Village prides itself on quality of life for its residents, consider preparing neighborhood plans to heighten this goal by protecting and enhancing the neighborhood identity. Considerations for improvement might include walkability (sidewalks, access to parks and open spaces), lighting, infrastructure, landscaping, tree plantings, and other elements.

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14

Efficient & Well-Maintained Infrastructure

- Transportation
- Capital Improvement
- Infrastructure

Transportation

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 4

TE

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach is committed to providing a safe and efficient transportation network while maintaining the Village's character and economic viability. The purpose of the transportation element is to analyze the Village's existing transportation-related issues and prepare to mitigate future transportation challenges. This chapter examines existing conditions, identifies trends and future transportation challenges, and provides specific recommendations to address them.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Village's Comprehensive Plan.

This document provides the relevant data, inventory, and analysis of transportation conditions to support the Goals, Objectives, and Policies in the Transportation Element of the Village's Comprehensive Plan, as required by Florida Statutes (FS) 163.3177(1)(f).

EXISTING CONDITIONS AND CRITERIA

Jurisdiction

Jurisdiction refers to the "ownership" of, and responsibility for maintenance of each roadway. For example, the Florida Department of Transportation (FDOT) controls access to, and is responsible for, maintaining roadways within its jurisdiction. Palm Beach County and the Village have similar responsibilities for roads within their jurisdictions. It should be noted that the Village has the authority to establish the Level of Service standards for all roads within the Village, regardless of jurisdiction. In addition, jurisdiction can be transferred amongst FDOT, Palm Beach County, and the Village upon agreement by the affected entities.

Roadways

North Palm Beach is served by a network of state, county, and local roads which range from six-lane thoroughfares like Northlake Boulevard and U.S. Highway 1 to two-lane local neighborhood streets. Table TE-1 summarizes the number of lanes, functional classification, jurisdiction, and Level of Service (LOS) for the Village's roadways. This information is also illustrated in the Number of Lanes Map and the Functional Classification Map as listed in the Required Map Series in the Village's Comprehensive Plan.

Table TE-1. North Palm Beach Thoroughfare Roadways

North Palm Beach Roadways – LOS, No. of Lanes, Functional Classification				
Roadway	**LOS**	**Roadway Type**	**Jurisdiction**	**No. of Lanes**
County Road A-1-A	D/D	Urban Major Collector	FDOT	2/4 Lanes
Prosperity Farms Road	D/D	Urban Major Collector	County	2 Lanes
Lighthouse Drive	D/D	Urban Minor Collector	Village	4 Lanes
U.S. Highway 1	D/D	Urban Minor Arterial	FDOT	6 lanes
Northlake Boulevard	D/D	Urban Other Principal Arterial	FDOT	6 lanes
Alternate A-1-A	D/D	Urban Major Collector	FDOT	4 Lanes

LOS for capital road facilities means the average annual daily/peak hour trips (ADT), consistent with the Florida Department of Transportation's and Palm Beach County's minimum acceptable operating standards. Table TE-2 indicates the Level of Service and peak-hour trips on the Village's roadways.

Table TE-2. North Palm Beach Peak LOS and Peak Hours

Lanes/Type	ADT	Peak-Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class I	Class II
2/undivided	15,200	1,480	880	810
2/one-way	19,900	-	2,350	2,120
3/two-way	15,200	1,480	880	810
3/one-way	30,200	-	3,530	3,220
4/undivided	31,500	3,060	1,860	1,680
4/divided	33,200	3,220	1,960	1,770
5/two-way	33,200	3,220	1,960	1,770
6/Divided	50,300	4,880	2,940	2,680

Source: Table 12.B.2.C-1 1A – LOS D Link Service Volumes Palm Beach County ULDC

The Transportation System

The transportation system includes roadways, public transit, bikeways, pedestrian ways, waterways, railways, recreational traffic, and intermodal facilities.

Roadway Network

The roadway network consists of roadway segments or links, road intersections, bridges, rights-of-way, signalization, signage, roadway amenities, and significant parking facilities. The Roadway Network subsection also presents safety-related data.

Segments

A roadway segment or link is a portion of a roadway defined for the purpose of traffic analysis. The segment origination and termination points are typically signalized intersections or the point where the number of lanes in a roadway changes. Segments can be classified by lanes and functions.

Number of Lanes

A map depicting the roadways used to achieve the Village's mobility goals and the number of lanes for each is provided as part of the Required Map Series of the Village's Comprehensive Plan.

Functional Classification

All roadways within North Palm Beach are assigned a Functional Classification by the Florida Department of Transportation, the Transportation Planning Agency (TPA), and the Federal Highway Administration. Functional classification is the grouping into categories based on the character of service each road provides. The functional classification designation is reviewed at least once every ten (10) years following the decennial Census. Table TE-3 indicates the five functional classification categories common to all roadways.

Table TE-3. Federal Functional Classification System for Roadways

Federal Functional Classification System
Urban
Principal Arterial
Minor Arterial
Collector
Local

Source: Highway Functional Classification Concepts, Criteria and Procedures, Federal Highway Administration.

When assigning the function of a road, the U.S. Department of Transportation (US DOT) considers a road's trip capacity in relation to the total public roadway network's requirements. A road is classified based upon its most significant trip purpose; however, a road may serve more than one significant trip purpose.

The federal functional classification system recognizes twelve (12) significant trip purposes. Table TE-4 lists the significant trip purposes related to each functional classification. Arterial roadways are classified as either principal or minor.

Table TE-4. Functional Classification by Trip Purpose

Functional Classification by Trip Purpose	
Trip Purpose	Functional Classification
Travel to and through urbanized areas	Arterial
Travel to and through small urban areas	Arterial
National defense	Arterial
Interstate and regional commerce	Arterial
Access to airports, seaports, and major rail terminals or intermodal facilities	Arterial
Access to major public facilities	Arterial
Interconnection of major thoroughfares	Collector
Access to minor public facilities	Collector
Interconnection of minor thoroughfares	Collector
Access to concentrated land use areas	Collector
Access to diffuse land use areas	Collector
Travel between home, work, entertainment, and shopping destinations and nearest road on the primary network composed of arterial and collector roads	Local

A roadway serving only one defined purpose is classified as a minor arterial, while one serving more than a single defined purpose is classified as a principal arterial road. All limited access highways and roads that connect urbanized areas are considered to serve several trip purposes, and thus are classified as principal arterial roads. A collector road's purpose is to provide access to minor public facilities, cross-connection between roads, access to concentrated land use areas, and access to diffuse land use areas.

Figure 6: FDOT Context Classification

Source: FDOT 2023 Multimodal Quality/LOS Handbook

Intersections and Interchanges

An intersection is defined as the general area where two or more roadways join or cross at grade, including the roadway and roadside facilities for traffic movements within the intersection. An intersection is an important part of the roadway network because its design influences the efficiency, safety, speed, cost of operation, and capacity of roadways. Interchanges are designed to permit traffic to move freely from one road to another without crossing another line of traffic. North Palm Beach does not include any interchanges since I-95 and the Turnpike are outside the Village's municipal boundaries. As defined by FDOT, interchanges are system of interconnecting roadways in conjunction with one or more grade separations, providing for the interchange of traffic between two or more roadways or highways on different levels.

Right-of-Way

The major cost for transportation improvement projects involves right-of-way issues; therefore, the acquisition of the needed land should be planned far in advance of the scheduled construction date. Although many rights-of-way are owned and maintained by the Village, there are also various state- and county-owned roads that require coordination with FDOT and Palm Beach County for maintenance and construction.

Alleyways

North Palm Beach has various alleys along US Highway 1. These alleyways are used to service businesses along the US-1 corridor and allow residents to traverse the community without utilizing US Highway 1. Currently, the alleyway accommodates vehicles, bicyclists, and pedestrians. Recently, North Palm Beach instituted a project for the repair of the west alleyway pavement utilizing full depth reclamation; this upgrade restarted the service life of the alleyway. The contract for repair of this alley was awarded in January 2021, and final payment was issued in October 2021. The wall in the Village's east alleyway is currently in disrepair. In March 2024, the Village entered into a design agreement with Engenuity Group, Inc., to prepare plans for replacing the east alleyway wall. After the wall is replaced, the Village will assess the need for

roadway pavement repair or rehabilitation of the east alleyway. It is important that any modifications of the alley continue to take into consideration the safety and access of all users.

Signalization

Signalization is an important component of a roadway system. It controls the volume and flow of traffic passing through a particular intersection. For isolated (that is, non-system or uncoordinated) operation, the signal type indicates a traffic signal's cycle length, phase plan, and phase times.

There are currently two types of signals in use: actuated signals and semi-actuated signals. Intersections with actuated signals have vehicle detectors for all approaches. Each phase is subject to a minimum and maximum green time and some phases may be "skipped" if no vehicle demand is detected. Semi-actuated signals only have detectors located on minor streets. The signal is set such that the green is always on the major street unless a vehicle is detected on the minor street. The pre-timed signal has a preset sequence of phases in repetitive order. Each phase has a fixed green time and change interval that is repeated in each cycle.

Safety

Vehicles today have more and better safety features than ever before. Technological advancements have improved braking, stability, and collision avoidance. However, accidents still occur, especially on major throughfares.

Table TE-5 shows the frequency of pedestrian and bicycle accidents within the Village limits over the last five years. The data indicates that pedestrian and bicycle safety measures along Northlake Boulevard, Prosperity Farms Road, and US-1 should be considered. Northlake Boulevard currently accommodates pedestrian traffic, but not for bicyclists. Prosperity Farms Road, the major bicycle route through the Village, and U.S. Highway 1 currently have accommodations for both pedestrians and bicyclists. However, the Village of North Palm Beach does not own either of these roadways. To ensure the safety of North Palm Beach residents, the Village should coordinate with the State and County to implement buffered bicycle lanes for both of these thoroughfares.

Table TE-5 – Frequency of Pedestrian and Bicycle Incidents

Roadway	Pedestrians	Bicyclists	Fatal or Incapacitating Injury
Northlake Boulevard	8	5	1 Fatal & 2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Lighthouse Dr	1	2	1 Incapacitating (Pedestrian)

Burns Road	1	0	None
RCA Boulevard	0	3	None
Alt A1A	2	3	1 Incapacitating (Pedestrian)
Prosperity Farms Rd	5	7	2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
US-1	4	4	1 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Total	21	24	

Table TE-6 shows the frequency of vehicular accidents within Village limits over the past five years. Northlake Boulevard and US-1 are the most traveled Village thoroughfares and therefore experience the most vehicle incidents. The two fatalities on US-1 did not occur at intersections.

Table TE-6 – Frequency of Vehicular Incidents

Roadway	Intersecting Roadway	Incidents	Fatal or Incapacitating Injury
Northlake Boulevard	Alt A1A (10th St)	149	2 Incapacitating
Northlake Boulevard	Prosperity Farms Rd	97	1 Incapacitating
Northlake Boulevard	Flagler Boulevard	35	2 Incapacitating
Northlake Boulevard	Southwind Dr	37	1 Incapacitating
Northlake Boulevard	US-1	78	4 Incapacitating
Lighthouse Dr	Prosperity Farms Rd	19	1 Incapacitating
Lighthouse Dr	Anchorage Dr	9	None
Lighthouse Dr	US-1	20	None
Prosperity Farms Rd	Burns Rd	34	None
Prosperity Farms Rd	RCA Boulevard	21	None
US-1	Golfview Rd	38	1 Incapacitating
US-1	Yacht Club Dr	13	1 Incapacitating
US-1	Anchorage Dr N	26	None
US-1	Anchorage Dr S	13	1 Incapacitating
US-1	Palmetto Rd	45	2 Incapacitating
US-1	N/A	-	2 Fatal

The Village should consider implementing traffic calming design elements into its roadway system to diminish the number and severity of accidents within its borders. Traffic calming design elements minimize the necessity for modification of existing roads or lowering speed limits, while maximizing the safety of drivers, cyclists, and pedestrian traffic.

One or more of the following traffic calming elements can be used to reduce potential roadway accidents:

- narrower travel lane width
- fewer number of travel lanes
- on-street parking
- street trees to visually narrow roadway
- modern roundabouts
- mini circles
- medians
- curb extensions, chokers, and bulb-outs

- raised/textured crosswalks
- raised pedestrian tables
- bike lanes
- small radii at corners

The National Association of City Transportation Officials (NACTO) provides several publications to help establish cities as places for people with safe, sustainable, accessible, and equitable transportation choices. The association provides publications that discuss travel widths and speeds. Many factors determine lane width decisions, however, it is important to design roadways with the intention of safety. A combination of proper speed limits and narrowed roadways has been considered a secure option to enhance safety for all users.

Parking

There are no public parking lots in the Village of North Palm Beach. Residential and commercial development must include adequate on-site and/or on-street parking for Village Council approval.

Level of Service

Level of Service (LOS) is a quantitative stratification of quality of service established in the Highway Capacity Manual, published by Transportation Research Board. The LOS quality of service is divided into six letter grades, A through F, with A being the best and F being the worst. It is important to note that LOS for urban roadways that are controlled by signals is based on average travel speeds over a distance of 0.5 to 2 miles. Table TE-7 summarizes the LOS for roadways based on the speed limit of the roadway.

Table TE-7. Roadway Level of Service Thresholds

Speed Limit	Average Travel Speed for 0.5 to 2 miles			
	LOS C	LOS D	LOS E	LOS F
40 MPH or Higher	>23 MPH	>18 MPH	>15 MPH	≤15 MPH
35 MPH or Slower	>17 MPH	>13 MPH	>10 MPH	≤10 MPH

Source: FDOT 2023 Multimodal Quality/LOS Handbook Alternative Modes of Transportation

The surge in demand for roadway infrastructure has created significant pressure on transportation systems in numerous cities. Urban traffic congestion stands out as a primary concern for many communities across the United States, including the Village of North Palm Beach. In response to this growing need, cities are increasingly adopting interconnected multimodal transportation networks. These networks aim to distribute trips across various transportation modes, thereby alleviating strain on the roadway network.

One of the Objectives of the Village's Comprehensive Plan is the development of a multimodal transportation system. In North Palm Beach, these modes include walking, bicycling, automobile, and public transit. Public transit includes scheduled bus transit (Palm Tran) and commuter rail service (Tri Rail) which extends from the Mangonia Park station to the Miami Airport.

Per the 2022 U.S. Census Bureau ACS, it is estimated that the majority of residents in North Palm Beach and surrounding municipalities drive to work alone. In North Palm Beach approximately 6 percent of residents carpool to work, 2 percent walk to work, 1.3 percent bike to work, and 1.5 percent use other modes of transportation. A comparison of North Palm Beach's commuting patterns to nearby municipalities is illustrated in Table TE-8.

Table TE-8. Journey to Work Data – North Palm Beach and Surrounding Jurisdictions

Modal Split	North Palm Beach	Palm Beach Gardens	Juno Beach	Lake Park
Drive Alone	72%	73%	52.5%	79.8%
Carpool	6%	7.5%	8.1%	10.2%
Public Transportation	0.17%	0.35%	0%	0%
Walk	2%	0.81%	0%	0.76%
Bike	1.3%	0.71%	0%	0%
Other Means	1.5%	0.12%	0%	0%
Worked From Home	17%	16.2%	38.4%	7.7%

Source: US Census American Community Survey 2022

As is evident from Table TE-8, commuting patterns in North Palm Beach justify a focus on alternatives to single-occupant vehicles; hence, the need for multimodal transit systems within the Village. It should be noted that a number of transit rider's bicycle to the transit stop from their trip origin or destination.

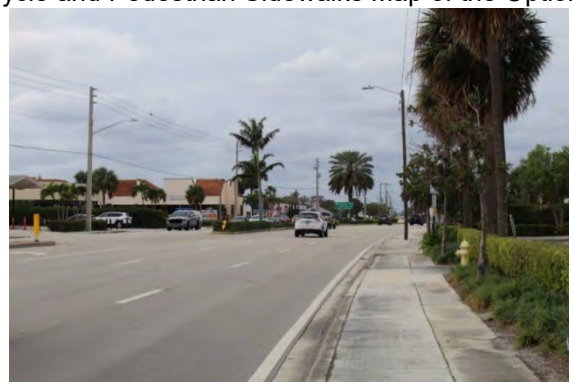
The following sections examine the current state of bicycle and pedestrian traffic as well as public transportation in the Village of North Palm Beach. The Village of North Palm Beach and the City of Palm Beach Gardens have similar statistics relating to multi-modal transit. By comparison, Juno Beach has a higher percentage of residents who work from home and fewer residents that drive their cars alone to work.

Bicycle and Pedestrian Facilities

North Palm Beach has a significant number of residents who bicycle to community destinations, shopping, and recreational facilities. Despite its relatively small size, the Village supports two nearby bicycle shops: Lake Park Bicycles and Trek Bike Shop.

Bicycle facilities consist of paved shoulders, bicycle lanes, sharrows (roads striped to indicate a shared lane environment for bicycles and automobiles), and trails. Pedestrian facilities consist of sidewalks, buffered sidewalks, and trails.

The TPA prioritizes safety for all roadway users, including pedestrians and bicyclists. Bike lanes are present along Prosperity Farms Road, northbound and southbound from Northlake Boulevard to Canal Road. The existing bike lanes, shared paths, and buffered sidewalks within the Village can be seen in Bicycle and Pedestrian Sidewalks Map of the Optional Map Series of this Plan.



Transit

Palm Tran provides service within the Village along US Hwy. 1, Northlake Boulevard, and Prosperity Farms Road. As indicated in Table TE-9, Palm Beach Gardens has a higher rate of Palm Tran ridership than North Palm Beach, and North Palm Beach has a higher ridership than other surrounding municipalities. Approximately 0.17% of North Palm Beach residents use Palm Tran to get to and from work.

Palm Tran currently serves North Palm Beach with the following routes:

Table TE-9 – Palm Tran Routes Through North Palm Beach

Route	Service Area
1	US-1
21	Prosperity Farms Road and Northlake Blvd

Evacuation

There are various canals within North Palm Beach, and its close proximity to the Intracoastal Waterway and the Atlantic Ocean make it susceptible to potential flooding. Florida's hurricane season begins in June and runs through November. It is imperative that the Village maintain its emergency evacuation plan with specified evacuation routes. The Evacuation Routes Map of the Optional Map Series of this Plan indicates evacuation routes within the Village.

Bridges

Lighthouse Drive Bridge

The Lighthouse Bridge is owned by the Village. The subject bridge was built in 1958 and has a structure ID No. of 936550. It is located on Lighthouse Drive, approximately 0.3 miles east of Prosperity Farms Road. However, FDOT's bridge inspection service has designated it as "functionally obsolete." The existing two-lane bridge has a sidewalk with an aluminum handrail on the south side. Non-standard concrete bridge railings are located north and south of its travel lanes. Improvements to the bridge have been authorized and the proposed design will accommodate a similar 2-lane typical section with inclusion of sidewalks and bike lanes.

Parker (US Highway 1) Bridge

US Highway 1 crosses the Intracoastal Waterway (ICWW) via the Village's Parker Bridge (Bridge No. 930004). Parker Bridge is a double leaf bascule bridge with independent moveable spans for northbound and southbound traffic. It is located at the northeastern edge of the Village, just north of the North Palm Beach Country Club. The inside lanes of the four-lane bridge are 11-foot wide; outside lanes are 12-foot wide. It has a 10-foot-wide concrete median, and barrier-separated 5-foot sidewalks on each side of the roadway. In the closed position, the bridge provides a horizontal channel clearance of 90-feet and a vertical clearance of approximately 25-feet at high tide. Per the U.S. Coast Guard's website, the bridge opens regularly on the quarter- and three-quarter hour, *as needed,* seven days a week.

The Parker bridge is owned and maintained by the Florida Department of Transportation (FDOT), District 4. It was constructed in 1956 and underwent significant widening and reconstruction in 2010. Historical imagery confirms that the 2010 reconstruction involved the overall widening of the bridge to add barrier-separated sidewalks; the approach spans were also widened. A new tender house was built and decorative pedestrian railing, and decorative lighting were added. All four steel bascule leaves were completely replaced. The structural, mechanical, and electrical

systems of the upgraded bridge are in good working order. Routine inspections are done on a yearly basis to verify that all components are in safe working condition.

Overhead signals and swing arm gates at either end of the bridge alert drivers and pedestrians when the bridge is in an open position. The swing arm gates prohibit vehicles, bicyclists, and pedestrians from entering the bridge. Despite these countermeasures, pedestrian fatalities at bascule bridges occur each year. As part of FDOT's Target Zero initiative, the agency is investigating systems that can be installed on bascule spans to scan for the presence of pedestrians and bicyclists and prevent the bridge from opening if detected, or alerting the bridge tender, who could then take appropriate actions. It is unknown at this time if FDOT will install a system of this type on the Parker (US-1) Bridge.

The Intracoastal Waterway is a heavily travelled commercial and industrial waterway. Vehicular and pedestrian traffic movements must stop when a moveable bridge is opened for vessel passage. A fixed-span bridge at this location would likely require a navigational vertical clearance at high tide of approximately 65-feet. Approximately 1,000 feet of bridge length on either side navigational span would be needed to achieve the necessary grade separation, which would impact traffic at the Lakeshore Drive intersection to the north and restrict access from northbound US-1 to/from the Marina Bay Condominium development. A fixed-span bridge would likely face opposition from mariners with large vessels who currently have unlimited vertical clearance all the way to the Ernest Lyons Bridge in Stuart, Florida via double-leaf bridges.

Earman River Bridge

Since the collapse of a portion of the Earman River bridge in 2017, the Florida Department of Transportation (FDOT) has been working on plans to reconstruct the bridge on U.S. 1. The Village has been urging FDOT to include pedestrian amenities and architectural features on the bridge to enhance the appearance of its "front door" and to improve pedestrian and bicyclist access.

The Village Council has been reviewing design elements for improving pedestrian amenities such as lighting, landscaping, bench design and placement, garbage can design and placement, proposed overhead trellis design, the design of railing, color schemes, and the width of a combined sidewalk/bike path, which currently is contemplated to be 11 feet, 4 inches wide. These sidewalk paths would be constructed on both sides of the bridge and would provide pedestrians with enhanced views of the waterway below.

The Village is working collaboratively with FDOT to determine the final design. FDOT will provide most of the funding for construction costs and will oversee the entire rebuild project. The Village will contribute funding for some of the pedestrian amenities and is investigating available grants for this project as well.

FDOT is planning to raise the bridge approximately 18 inches above the current height, which would allow passage of bigger boats on the Earman. As part of the redesign, the Village Council considered a proposal to build a boardwalk under the bridge to allow pedestrians to cross beneath the roadway; however, it was decided that a boardwalk would be too costly.

Reconstruction will include a second right turn lane on the southbound section of U.S. 1 between the bridge and Northlake Boulevard to facilitate western-turning traffic.

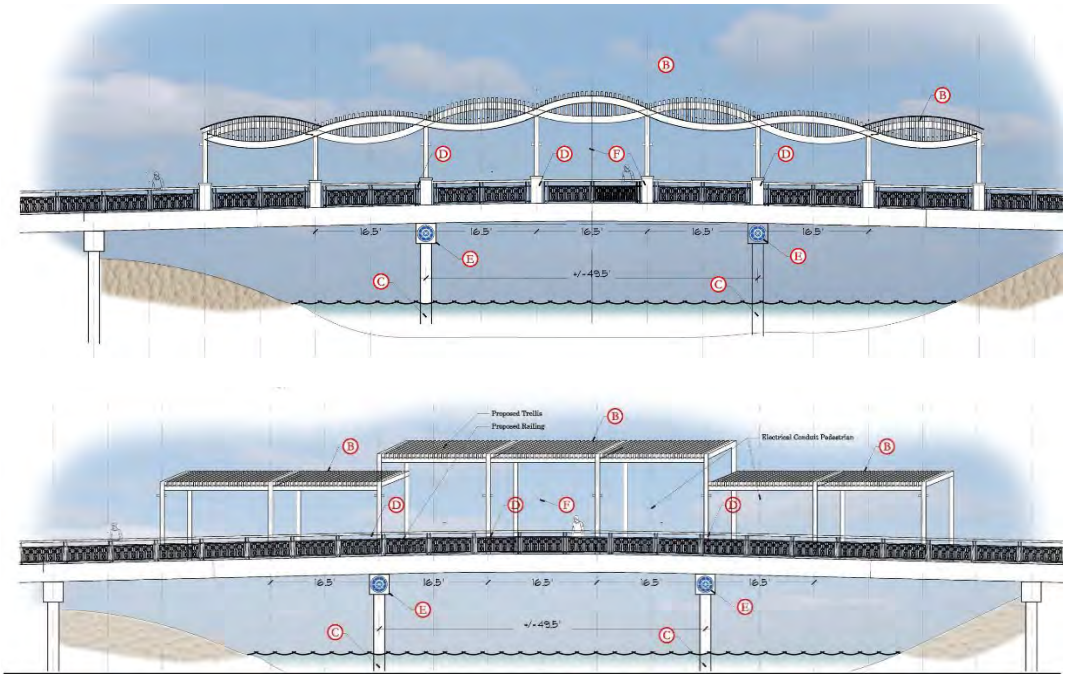
FDOT plans to build the bridge to accommodate three lanes in each direction, regardless of whether or not the Village moves forward with a proposal to repurpose the outer lanes on U.S. 1 from Anchorage Drive South to Anchorage Drive North. The portion of U.S. 1 south of Northlake Boulevard, will retain its two-lanes configuration in each direction.

Because additional engineering work is still needed, the final bridge design has yet to be determined. Construction of the new bridge is expected to start in 2025.

Prosperity Farms Bridge

Palm Beach County owns the bridge that crosses the Earman River on Prosperity Farms Road. Palm Beach County intends to replace the bridge utilizing funds from the Infrastructure Surtax Initiatives approved in 2016 by Palm Beach County voters. The Village continues to coordinate with the County to design a bridge that would create a memorable entryway into the Village, as well as attractive outdoor public space for local enjoyment. The future redesign must be consistent with the Village's Citizens' Master Plan (adopted by the Village Council in 2016).

Although the County's plans are incomplete, it is anticipated the new bridge will be elevated at least 18 inches (to facilitate boat traffic), and that sidewalks will be significantly wider than they are now. The illustrations below show two possible design styles for the bridge.



TRENDS AND CHALLENGES

Redevelopment Trends

Redevelopment produces both positive and negative effects.

Currently, the Village is preparing for commercial and residential redevelopment. Recently, the Village received an application for a project called "Village Place" which would occupy the former "Twin Cities Mall" property. The subject property is located in two municipalities, the Town of Lake Park and Village of North Palm Beach. This project proposes to redevelop the existing 13.155-acre site to include a mixture of commercial, residential, and civic uses which will significantly increase traffic on the Village's and neighboring communities' existing roadways.

The proposed development is divided as follows:

- Parcel 1 = 2.70-acres (Max Height – 14 stories)
- Parcel 2 = 5.27-acres (Max Height – 14 Stories)
- Parcel 3 = 1.34-acres (Max Height – 9 Stories)
- Parcel 4 = 1.61-acres (Max Height – 9 Stories)
- Civic Open Space = 1.08-acres
- Road R.O.W. = 1.155-acres

The development has an estimated population increase of 2,236 people, the four (4) proposed parcels will consist of 947 multi-family dwelling units, 206 age restricted multi-family dwelling units, 222-room hotel, 131,100 sf retail, 9,790 sf pharmacy, 5,000 sf bank, 3,028 sf fast food and gas station with convenience store. The development proposes a maximum Floor Area Ratio ("FAR") of 2.75 as depicted below:

- .229 - Retail/Commercial/Public Service
- 1.596 - Apartments
- .347 – Senior Living
- .344 – Condominiums
- .234 – Hotel

Total: 2.75 (MAX) = 1,575,851 sf

Although, the proposed development qualified for the Coastal Residential Exception (CRE), the applicant created and submitted a traffic impact statement, which was created by Simmons & White. The report was conducted in 2023 and provided data related to traffic generation, existing traffic, trip distribution, and several other analyses. The below Table TE-10 (Table 7 from Traffic Impact Statement) indicates the trip generation of the existing development, proposed development, and overall increase. According to the table, the proposed development will increase the daily trips by 5,484.

Table TE-10: Trip Generation for Village Place

		AM PEAK HOUR			PM PEAK HOUR		
	DAILY	TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	7,366	303	171	132	597	296	301
PROPOSED DEVELOPMENT =	12,850	728	288	440	1,048	565	483
INCREASE =	**5,484**	**425**	**117**	**308**	**451**	**269**	**182**

Also, the impact statement must be provided to Palm Beach County Traffic Division for review. Following the impact statement, the County provided the applicant with their Traffic Performance Standards (TPS) review letter.

Construction in neighboring municipalities and by other governmental entities also affects North Palm Beach's traffic system. Palm Beach County has approved a project that will extend Congress Avenue from Park Lane to the Richard Road/ Alternate A1A intersection. The extension will reduce the number of lanes at the intersection from 4 to 2 lanes with a proportionate reduction in rights-of-way. In addition, the proposed project will extend Congress Avenue from Northlake Boulevard to Avocado Lane and will include the construction of 2 new lanes of roadway, a closed drainage system, shoulders, and sidewalks.

Schools

North Palm Beach includes two (2) schools within its boundaries: the Conservatory School and the Benjamin School. It is important that schools have efficient and effective dismissal and drop-off plans to control congestion caused by school buses, additional vehicles, pedestrians, and bicyclists to ensure the safety of students and minimize traffic disruption.

Complete Streets

"Complete Streets" is a nationally recognized program referring to streets and sidewalks that are designed, operated, and maintained to enable safe and convenient access and travel for people of all ages and abilities: pedestrians, bicyclists, transit riders, and freight and motor vehicle drivers. Complete Streets initiatives are a natural complement to communities' sustainability efforts, ensuring benefits for mobility, community, and the environment.

A lane reduction/elimination program also known as a "road diet," is a process wherein the average daily trips and the predicted daily trips on specific roadways are calculated to determine whether or not the existing number of traveling lanes and widths are effective. Streets that have undergone road diets have proven to be safer while increasing pedestrian travel and connectivity.

For example, in 2017, the Village of Tequesta (a neighbor of the Village of North Palm Beach) applied Complete Streets principals to reconfigure a 1.4-mile stretch of US Highway 1 connecting Beach Road and County Line Road. The reconfiguration included closing the outside northbound and southbound lanes, reducing the roadway to two lanes each direction. Existing turn lanes were widened, buffered bike lanes were added, and patterned pavement crosswalks constructed. In addition, the road was milled and resurfaced, sidewalks were widened and replaced, and lighting in the area was improved.

Characteristics of Complete Streets

Complete streets are streets that are designed to accommodate all users of a roadway: pedestrians, bicyclists, motorists, and transit riders. Each Complete Street is unique and is designed to respond to the needs of a specific community. However, some common Complete Street elements may include sidewalks (with adequate lighting and width), bike lanes (or wide paved shoulders), public transportation, pedestrian refuge islands, road diets, bulb-outs, streetscapes, on-street parking, buildings framing the street, crosswalk signage, and various forms of landscaping.

Complete Street Concept Rendering Example

Complete Streets initiatives should be designed for a specific area. For example, sidewalks in South Florida should be landscaped to provide shade for pedestrians. The Village could implement the following complete streets initiatives to promote safety and a diversity of transportation modes:

- *Pedestrian infrastructure* such as sidewalks, traditional and raised crosswalks, median crossing islands that are compliant with the Americans with Disabilities Act (ADA), audible crossing cues for

people with limited vision, pushbuttons reachable by people in wheelchairs, curb cuts, and curb extensions.

- *Traffic calming measures* that lower speeds and define the edges of automobile travel lanes, including road diet measures; center medians; shorter curb corner radii; elimination of free-flow right-turn lanes; angled, face-out parking; street trees; planter strips; and ground cover.
- *Bicycle accommodations*, such as protected or dedicated bicycle lanes, neighborhood greenways, wide paved shoulders, and bicycle parking.
- *Public transit accommodations*, such as Bus Rapid Transit (BRT), bus pullouts, transit signal priority, bus shelters, and dedicated bus lanes
- *Roundabouts* to decrease the number of vehicle crashes and provide safer crossing for pedestrians.

Table TE-11 below summarizes some common elements of complete streets:

Table TE-11. Common Elements of Complete Streets

Common Elements of Complete Streets	
Bike Lanes	Pedestrian Hybrid Beacon
Buffered Bike Lanes	Curb Extensions/Bulb-outs
Neighborhood Greenway	Median Islands/Refuges
Multi-Use Trails/Shared Use Paths	Lighting
Cycle Tracks	On-Street Parking
Good Sidewalk Design	Shading/Trees
Crosswalks	Bus Shelters
Interactive Flashing Beacon	Road Diets

Micro-Transit

The Village supports accommodating micro-transit modes such as street-legal golf carts and circuit vehicles.

In 2021, the Village adopted Ordinance 2021-06 which included regulations for the operation of golf carts in North Palm Beach's rights-of-way. Per the Ordinance, golf carts with speeds that do not exceed twenty (20) miles per hour can operate on Village streets, alleys, and in parking areas that are open to the public. Furthermore, golf carts are permitted on the roadway portions of all village streets and alleys unless prohibited by a traffic control device; however, they are not permitted in village parks. Lastly, golf carts are prohibited on any county road or state highway, unless permission or consent from the appropriate agency has been obtained.

In many metropolitan areas, electric scooters (e-scooters) and electric bicycles (e-bikes) are increasingly being used especially by the younger population for commuting around downtowns and central business districts. This form of micro-mobility reduces congestion, improves air quality and health, and provides a fun and inexpensive mode of transportation.

However, the introduction of these new forms of micro-mobility has been accompanied by an increase in crashes and serious injuries. Education in the safe use of micro-modal vehicles is paramount. The Village shall study the proper venue for e-scooter use.

Ride Sharing

For decades, taxicabs were the only automobile-sharing option in many metropolitan areas. While taxicabs are still prevalent, over the past decade the introduction of dynamic ride sharing companies such as Lyft and Uber are competing for automobile-sharing customers. These companies provide a less-expensive alternative to taxicab use and are more convenient than mass transit.

Electric Vehicles

Local governments are seeking solutions to current power challenges and evaluating the technological changes necessary to conserve resources, increase resiliency, and to reduce their contribution to global climate change.

In 1886, a German mechanical engineer, Karl Benz, received the first patent for a gas-fueled car (DRP No. 37435). Until recently, gas-powered cars dominated the automobile industry. Tesla's introduction of electric vehicles has challenged that dominance and major automobile companies have begun manufacturing electric powered vehicles (EVs). Unlike the conventional gas engine, electric vehicles cost less to operate, are subject to government funding/incentives, provide a better driving experience, and reduce noise and air pollution.

An increase in EV infrastructure coupled with the use of multi-modal vehicles will hasten the shift from gas-dependent vehicles to environmentally friendly alternatives.

The Village supports the construction of electric vehicle infrastructure and shall incorporate regulations for such infrastructure in its land development process.

Vision Zero

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all. The strategy was first implemented in Sweden in the 1990s, then became prioritized across Europe and many cities in the United States.

In February 2018, the Governing Board of the TPA adopted targets of zero traffic-related fatalities and serious injuries and continued to renew this commitment annually. The concept, known as "Vision Zero," promotes a culture of safety grounded in six key principles:

- Traffic-related fatalities and serious injuries are preventable and unacceptable
- Human life takes priority over mobility
- Human error is inevitable, so the transportation system should allow for it to happen without death or serious injury
- A system-level approach to safety should be adopted to effect change
- Safe human behaviors, education, and enforcement are essential contributors to a safe system.
- High speed is a primary cause of traffic death and serious injury; it should be managed with sensitivity to vulnerable road users

To support its commitment to Vision Zero, the TPA adopted a Vision Zero Action Plan on April 18, 2019, and an updated version on October 16, 2021. Each year, the TPA evaluates plan and considers whether any updates are necessary.

Of the 39 municipalities in Palm Beach County, the following communities participate in Vision Zero:

- Belle Glade
- Boca Raton

- Boynton Beach
- Delray Beach
- Greenacres
- Juno Beach
- Jupiter
- Lake Park
- Lake Worth Beach
- Palm Springs
- Wellington
- West Palm Beach
- Westlake

SUMMARY

Based on the analysis of existing conditions, trends, and challenges for the Comprehensive Plan's 20-year planning period, the Village shall continue to implement specific strategies and policies for maintaining and enhancing its roadways and updating its Transportation Element as follows:

- Improve existing roadway network to accommodate demographic increase and redevelopment;
- Continue to coordinate with agencies such as Palm Beach County, the Palm Beach County Transportation Planning Agency, and Florida's Department of Transportation (FDOT) to maintain and improve existing roadways;
- Consider the creation of a Village Mobility Master Plan;
- Consider the implementation of "Complete Streets" principles within the Village;
- Continue to strengthen the provision of public transportation throughout the Village;
- Anticipate future improvements to roadways to mitigate sea level rise impacts
- Enhance the pedestrian and vehicular environment to accommodate all types of users;
- Implement electric vehicle infrastructure;
- Develop regulations for multi-modal vehicles;
- Continue to monitor the Village's growth, redevelopment, Future Land Use Designations, and Zoning Districts to ensure that its transportation network will accommodate the anticipated increase in use; and,
- Consider preparing a Bicycle and Pedestrian Master Plan to support Village's residential character.

Capital Improvement

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5

DATA AND ANALYSIS

INTRODUCTION

The Capital Improvements Element (CIE) for the Village of North Palm Beach is developed to evaluate public facilities which are identified as needed in other comprehensive plan elements. This element also estimates the cost of improvements for which the Village has responsibility; analyzes the Village ability to finance and construct those improvements; adopts financial policies to guide the funding of those improvements; outlines requirements to ensure an adequate concurrency management system; and schedules the funding and construction of improvements in an manner necessary to ensure that capital improvements are provided when required based upon the needs identified in the balance of the Comprehensive Plan.

The Capital Improvement Element identifies capital improvements needed to implement the comprehensive plan and ensure that the adopted level of service (LOS) standards are achieved and maintained for concurrency related facilities, and to implement specific objectives and policies of this Comprehensive Plan.

Purpose and Components of the Capital Improvements Element

The Village's Capital Improvement Element is used as a means to assess the Village's public facility deficiencies or arrange for others to provide capital improvements necessary to correct deficiencies in existing public facilities; to serve projected future growth; and to replace obsolete and worn-out facilities, in accordance with an adopted Capital Improvement Schedule.

The purpose of the Capital Improvement Element is to:

- Evaluate the need for facilities identified in the other Comprehensive Plan Elements and as defined in the applicable definitions for each type of public facility;
- To estimate the cost of improvements for which the Village of North Palm Beach has fiscal responsibility;
- To analyze the fiscal capability of the Village to finance and construct improvements;
- To adopt financial policies to guide the funding of improvements; and
- To schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required, based on needs identified in other plan elements.

Components of the Capital Improvements Element

The Capital Improvements Element contains the following components as stipulated in Chapter 163.3177(3)(a), F.S.:

- An outline of the principles for construction, extension, or increase in capacity of public facilities;
- An outline of principles for correcting existing public facility deficiencies
- A review and evaluation of the concurrency management system needed to ensure that the LOS standards are maintained.
- Identification of needed capital improvement projects to maintain LOS standards and implement specific Comprehensive Plan policies for stormwater, solid waste, sanitary sewer, potable water, and roads.
- A schedule of capital improvements which may include any publicly funded projects of federal, state or local government (County, School District, water supply plan projects, etc.), and which may include privately funded projects for

which local government has no fiscal responsibility. Projects to make sure LOS standards are met in the 5-Year planning period.

- The schedule also must include transportation improvements included in the County TPA and for County roads, to the extent that those projects are relied upon to meet the LOS standards.

The CIP and its Capital Improvement Schedule (CIS) must be reviewed annually by each local government.

In 2011, the Florida Legislature adopted major revisions to Chapter 163, F.S. regarding the CIE that were incorporated in this update to the Comprehensive Plan and this element. The required annual update of the five-year CIS must no longer be adopted and transmitted to the Department of Economic Opportunity (now the Department of Commerce) as a comprehensive plan amendment. Instead, it now may be accomplished via ordinance and does not require a comprehensive plan amendment. While the requirement that the CIS demonstrate financial feasibility has been eliminated, capital projects must still be listed in the CIS, projected revenue sources identified and projects listed as "funded" or "unfunded" and assigned with a level of priority for funding.

EXISTING CONDITIONS

Through its Capital Improvements Element and related plans, the Village of North Palm Beach seeks to undertake capital improvements necessary to keep the Village's present public facilities in good condition and to accommodate new development guided by sustainable and sound fiscal practices.

Village of North Palm Beach's Capital Improvements Plan Update

The Village has developed a 5-year Capital Improvement Schedule for fiscal years 2024-2028, which includes projects supported by the General Fund, Country Club Fee, and Stormwater Utility Fee.

The General Fund is the largest among the three funds. The General Fund is the chief operating fund of the Village and accounts for all of the core services of general government (including ad-valorem taxes) that are not required to be accounted for separately. Services provided in the General Fund include: Public Safety, Solid Waste, Fleet Maintenance, Recreation, Library, Streets & Stormwater Maintenance, Public Improvements, Planning & Zoning, Code Compliance, Building, and General Administrative Services.

Enterprise funds are used to account for operations that are financed and operated as private businesses. The goal of the Village is that the full cost of operations, maintenance and capital improvements are recovered through user charges / fees / assessments. The Village has two Enterprise Funds: Country Club Fund and the Stormwater Utility Fund.

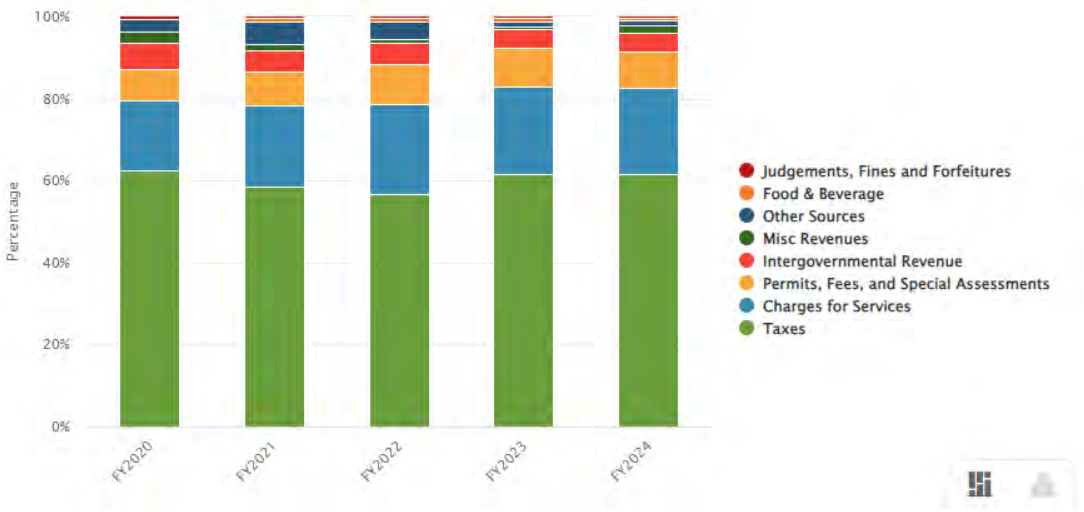
The Village's funding sources are as follows:

- Ad valorem;
- Utility Service Tax;
- Sales & Use Taxes;
- Local Business Taxes;
- Franchise Fees;
- License & Permits;

- Non-Ad Valorem Assessment;
- Judgement, Fines & Forfeitures;
- Intergovernmental Revenues;
- Charges for Services;
- Food and Beverage;
- Miscellaneous Revenue; and,
- Other Sources

Figure 1-1 indicates a percentage breakdown of the Village's funding sources by Fiscal Year. As shown, taxes are the largest funding sources for the Village followed by charges for services, and permits, fees, and special assessments.

Figure 1-1. Funding Sources



The Capital Improvements Plan (CIP) for FY 2024-2028 recommends a total investment of $31.16 million into the Village's capital facilities and equipment during a five-year period. A Capital Expenditure, for purposes of this element, is the approved budget for improvements to, or acquisition of infrastructure, park development, building, construction or expansion, utility systems, streets or other physical structure with a cost of $25,000 or more.

The majority of the capital projects in the FY 2024-2028 CIP are contained in Public Works, and Parks and Recreation. However, by 2027, Fire Rescue surpasses the Parks and Recreation Department in funding request.

Capital Improvement Project Overview

The capital improvement projects identified in the Village Capital Projects Fund are related to transportation facilities (roads, bridges and landscaping), stormwater management facilities, and recreation facilities. Many of these projects were accomplished while others were carried over to subsequent years. Although the major infrastructure systems meet the current level of service, the Village allocates funds to plan for current and future needs.

Concurrency Management System

Level of service standards are indicators of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facilities.

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service, and the quality of life that the residents have come to expect.

The Village's Capital Improvement Schedule includes facilities that promote public health and safety and all facilities for which the level of service standard has been adopted: sanitary sewer facilities; solid waste facilities, stormwater facilities, potable water facilities, transportation facilities, and park facilities. The Capital Improvement Schedule may also include other facilities that enhance the quality of life for North Palm Beach residents.

The level of service standards should be adopted and used as the basis for determining the availability of facility capacity and the demand generated by a development. For each facility, LOS is a measure of the relationship between demand for the service and capacity of the facility. Capacity is measured differently for each type of facility. These LOS Standards are presently established in the CIE of the Village of North Palm Beach.

Concurrency Requirements

The State of Florida Legislature made significant changes in 2011 to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the new 2011 Community Planning Act. Among the changes, "concurrency" was made voluntary.

Concurrency requires that each facility within the geographic scope of a proposed project's impact have sufficient capacity to accommodate the project's demand. If capacity is not available, the project cannot be approved. Developers must exhibit that all requirements can be met and that the LOS Standards adopted in the Comprehensive Plan will be satisfied before any development order or permit is issued by the Village.

In order to maintain an adequate level of service for Village facilities, the Future Land Use Plan, financial analyses, and level of service standards should serve as the basis for reviewing development applications. LOS standards affect the timing and location of development by guiding development to areas where facilities have sufficient capacity and away from areas with insufficient capacity. The standards are administered through the concurrency management system. The LOS standards are depicted in Table 1-1.

Table 1-1. Level of Service Standards

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 188 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element Policy 1.1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Moreover, no development permit shall be issued unless the public facilities necessitated by the project (to meet level of service standards) will be in place concurrent with the impacts from the development. During the site plan review process developers are required to provide evidence that service providers have available capacities to serve the proposed development. Letters from those service providers must be provided as part of the application and review process.

Prior to the issuance of a development order or a building permit, the Concurrency review shall establish the following:

- Finding on the impacts created by the proposed development
- Finding as to whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted Level of Service
- Finding of facility(s) improvements or additions that are required to ensure the finding of concurrency; and
- Finding of the entity responsible for the implementation of all required facility(s) improvements or additions

Chapter 163.31777(3), F.S., Public Schools Interlocal Agreement, provides criteria for municipalities to qualify for exemption. For residential development, the applicant must receive a School Capacity Availability Determination (SCAD) form.

SUMMARY OF MAJOR CAPITAL PROJECTS AND FACILITIES

During the latest update to the Capital Improvement Plan (CIP), the Village modified and expanded this plan into a more refined management tool and comprehensively identified long term infrastructural capital needs of North Palm Beach. The next phase is to responsibly fund the capital projects, which not only serve basic needs for the community, but could also potentially attract businesses and other economic activities to the Village, such as the Village Place project.

The following sections provide a summary of major capital improvement projects for the five-year planning period FY2024-2028. The projects are organized according to capital facilities in the LOS Standards Table. According to the Capital Improvement Schedule, there are forty-eight (48) Capital Improvement Projects.

Infrastructure: Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

Solid Waste

As discussed in the Infrastructure Element, at the current solid waste generation rate, the amount of garbage generated is expected to increase minimally, tempered by increased efforts to reduce waste through recycling and other waste management alternatives.

The future demand of solid waste should be adequately handled by current Village staff and equipment. However, any significant changes in growth, annexation, or development would require re-evaluation of existing resources to adequately handle projected demand.

Natural Groundwater Aquifer Recharge

Natural groundwater aquifer recharge does not inherently require any capital improvements per se. SUA is responsible for maintaining and permitting these wells. As indicated in the Infrastructure Element, each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

Drainage

As discussed in the Infrastructure Element, the Village has a Streets and Stormwater Division that is responsible for the maintenance and repair of the infrastructure throughout the Village. The Village continues to ensure that the existing drainage systems meet the adopted level of service. Areas developed in the future will be required to provide adequate storm water management improvements required to meet the adopted level of service.

Stormwater Repair and Replacement Program

Repair and replacement of the existing stormwater infrastructure, regrading swales and including water quality features. Stormwater repairs in 2023: East Alleyway, Cinnamon, Shore Court, Fairhaven catch basin repair, swale repairs at Kingfish.

Potable Water

The Comprehensive Plan for the Village of North Palm Beach identifies certain capital improvement needs within the Sanitary Sewer, Potable Water and Drainage Elements of the Comprehensive Plan. The following table will identify capital improvements necessary to maintain the adopted levels of service; the type of facility, the anticipated cost and the timing for the improvement for each element.

The following tables identify numerous Village projects for fiscal years 2024-2028.

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GO-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	534,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	495,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,189,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,738,500	338,000	3,373,000	310,000	-	6,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

Transportation Facilities

Transportation projects planned for the Village include various roadway improvements and street maintenance throughout North Palm Beach. Maintenance of the transportation network requires collaboration between the various entities that have jurisdiction over these roads and rights-of-way. The Village coordinates traffic improvement planning and maintenance with Palm Beach County and the Florida Department of Transportation in order to accomplish the improvements needed to attain a future LOS standard of Level D for streets within the Village

In addressing the maintenance of LOS standards for roads within Village limits, Chapter 163, Florida Statutes, requires that not only Village sponsored capital road projects must be included

in the annual CIS, but also projects from the Palm Beach Transportation Planning Agency five-year Transportation Improvement Program (TIP) that are relied upon to meet concurrency. The TIP identifies transportation improvements funded by Federal, State and local sources in order to assist local governments within the Palm Beach TPA area with their transportation planning efforts. In the Village, US 1: Northlake Blvd to Parker Bridge project has been included in the TPA's five-year TIP as a Major Project.

Parks

The Village's public park system is comprised of both passive and active parks, which also includes a marina. From established parks, to sports fields, to pocket parks, to neighborhood parks, to plazas, and beyond, these recreation and open space facilities are a valuable asset to the community. The current CIP includes enhancements to recreational courts, the community center, pathways, and boat ramps, see the below parks projects:

- Anchorage Park Boat Ramp Renovation
- Anchorage Park Pathway, Fitness station and Kayak Launch
- Anchorage Park Sand Volleyball Court Renovation
- Anchorage Park South Seawall and Dock Replacement
- Community Center Park Enhancement (Outdoor Amenities)
- Community Center Renovation (Interior & Front Entry)
- Community Center Roof Replacement
- Lakeside Park Basketball Court Renovation
- Lakeside Park Playground Replacement
- Lakeside Park Shoreline Stabilization and Restoration
- Osborne Park Basketball Lighting
- Osborne Park Enhancement
- Veteran's Park Enhancement

Schools

North Palm Beach is fortunate to have several schools situated within its municipal boundaries. The following list identifies those schools. It is important to note, however, that the Palm Beach County School District is responsible for the public education system in the county including the Village of North Palm Beach.

- Benjamin School
- Conservatory School
- St. Clare Catholic School

Revenue & Financial Feasibility

Overall priority for fiscal planning shall be those projects that enhance residential neighborhoods, compatible business activities, and redevelopment initiatives, as indicated in the Future Land Use Plan. Priority should also be given to projects that address major safety concerns.

In setting priorities for expenditures to be included in the Capital Improvement Element, the Village should use the following criteria:

1. Public safety implications: a project to address immediate threats to public safety will receive first priority.
2. Level of service or capacity problems: next in priority would be projects needed to maintain the stated Levels of Service.
3. Ability to finance: a third criterion is the budgetary impact.
4. Quality of life projects: the next level of priority shall be given to those projects not in categories 1 or 2 but that would enhance the quality of life for residents of Village.

The plan for capital improvements must be affordable and within the realm of the Village's ability to finance. This section recognizes the various forms of revenue presently available to the Village as well, as possible future sources of revenue during the five year period.

Unlike roads, sanitary sewer, solid waste, drainage, potable water, recreation and transportation, which are the responsibility of local governments, the School Board, by constitutional mandate, has the responsibility of providing educational facilities to meet the needs of current and future students as represented in the School Board's adopted Five Year Capital Improvement Plan. The local governments, therefore, do not have control of the funding sources or the allocation of funds for new or renovated schools which would add student capacity.

TRENDS AND CHALLENGES

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service and the quality of life that the residents have come to expect. It is the result of hard work by the Village staff, and fiscally sound, responsible decisions by the Village Council that allow the Village to meet service demands while minimizing the financial burden on its residents.

The Village's primary focus is providing exceptional municipal services to its residents in the most efficient and cost-effective manner possible. Continued economic challenges require innovative approaches on both sides of the balance sheet. Efforts to expand contractual services to generate additional revenue should continue to be considered.

In order to ensure the level of service requirements for Village's public facilities can accommodate existing and project population demands, it is important that the CIP be reviewed by the local government on an annual basis. Modifications to update the five-year capital improvement schedule may be accomplished by the standard ordinance amendment or adoption process.

In addition, the Village should prepare to reassess the LOS standards in the future as it experiences growth and evolution. With potential future development or redevelopment, the Village must prioritize capital improvement projects in this area to ensure the Village's public facilities will continue to meet LOS requirements.

With regard to capital improvement planning, major initiatives include:

- To fully develop and implement a 5-year capital improvement/capital replacement plan
- To keep on track with maintenance and improvements outlined in a utility revenue sufficiency and rate adequacy study to meet the Village's objectives for a sustained high-quality utility service by providing a stable funding plan.

SUMMARY

A comprehensive Five-Year Capital Improvement Plan provides the Village of North Palm Beach with the opportunity to strategize on how best to implement and execute capital projects. Furthermore, the CIP constructively reflects current critical needs and projects future critical needs of the Village to ensure level of service standards and other needs continue to be met as the Village continues grow and evolve. The development of this plan requires collaboration with all the Village Departments especially the Village Manager's Office and Finance. Additionally, the Village must coordinate certain projects with the County and State.

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

Annual updates to the Village's CIP and CIS will help to ensure level of service standards of public facilities continue to be met and any issues that arise be addressed, as the Village grows and evolves.

Infrastructure

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6

DATA AND ANALYSIS

INTRODUCTION

This Infrastructure Element of the Comprehensive Plan examines the various resources within the jurisdiction of the Village of North Palm Beach. It includes sub-elements such as Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge. Each sub-section is addressed separately below.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Infrastructure Element as with the other elements of the Comprehensive Plan.

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.

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 (13,297 residents) prepared in this EAR, and the LOS set by SUA, it is projected that the Village's wastewater needs will reach 1,422,799 gallons per day by 2030.

The site plan review and building processes established by the Village and the requirements established in the Policies of its Comprehensive Plan, ensure effective coordination with developers during the planning and phasing stages of development to meet wastewater collection and treatment needs.

The Village is available for and encourages developers to take advantage of preliminary/pre-application meetings to ensure that developers are aware of the Village's code requirements. Developers are also encouraged to meet with SUA representatives during the preliminary stages of development to clarify wastewater requirements and standards. These opportunities are on-going practices of both the Village and the SUA, and they continue to be available to developers.

EFFICIENT & WELL-MAINTAINED INFRASTRUCTURE

According to SUA, they own 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.

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.

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.

Level of Service
The Level of Service (LOS) for average daily sewage generation rate for capital sanitary sewer facilities in North Palm Beach is a maximum of 107 gallons/capita/day for residential uses. There is no fixed level of service requirement for nonresidential uses such as commercial, public, educational, and other public buildings; the estimated sewage generation is based on the Florida Administrative Code.

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:

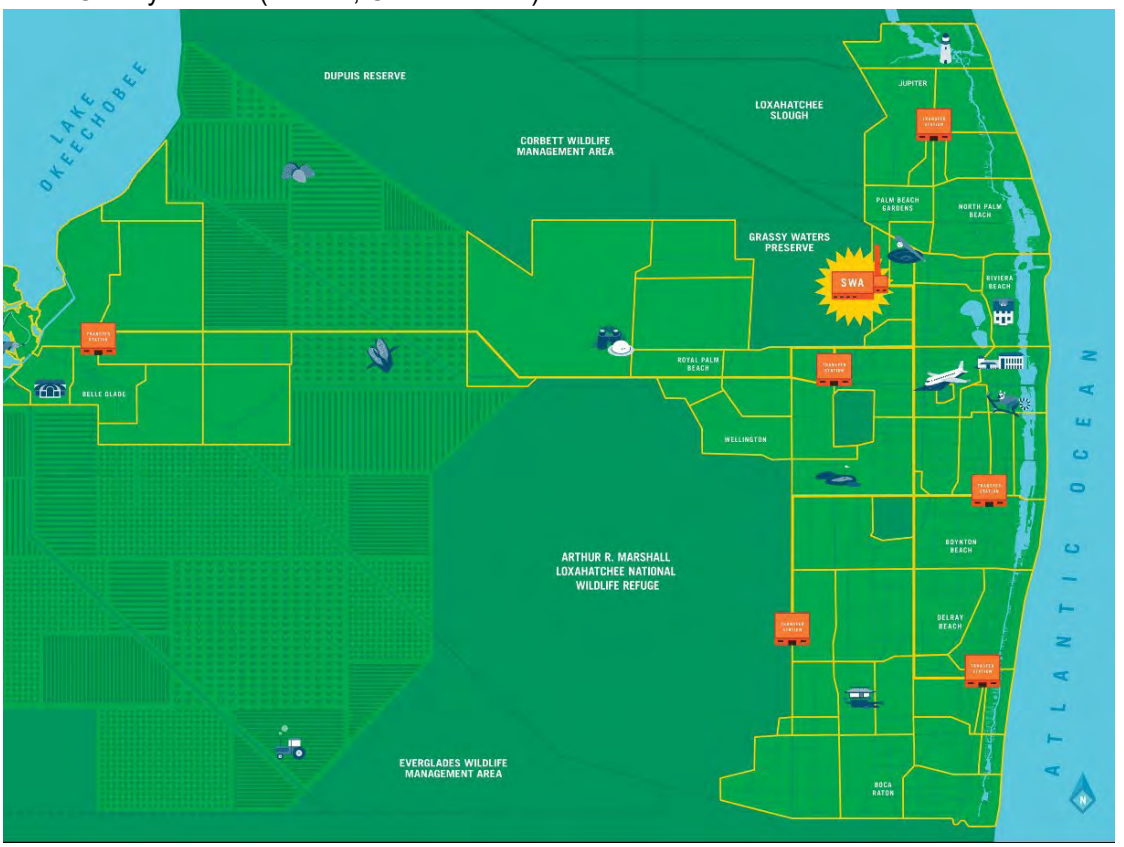
- Monday: Garbage & vegetation Village-wide.
- Tuesday: Glass and plastic recycling pickup (blue bin), plus bulk items by appointment ONLY.
- Wednesday: Garbage & vegetation Village-wide.
- Thursday: Paper and cardboard recycling pickup (yellow bin), plus bulk items by appointment ONLY.
- Friday: Garbage & vegetation Village-wide.

Although the Village conducts its own waste collection, it does not own or operate its own landfill. The Village utilizes the landfills provided by the Solid Waste Authority (SWA) to dispose of all its trash. The following are the SWA Facilities utilized for disposal of waste:

Current SWA Facilities
Transfer Stations/Home Chemical and Recycling Centers

- Central County Transfer Station (Lantana)
- Glades Regional Transfer Station (Belle Glade)
- Home Chemical and Recycling Center (West Palm Beach)
- North County Transfer Station (Jupiter)
- South County Transfer Station (Delray Beach)
- Southwest County Transfer Station (Delray Beach)
- West Central Transfer Station (Royal Palm Beach)

North County Landfill (Landfill, Class I and III)



However, the Village does not collect the following hazardous waste items:

- Any type of battery
- Boat parts and internal combustion engines
- Car parts
- Fluorescent light bulbs
- Paints
- Propane tanks
- Used motor oil/filters

The Solid Waste Authority (SWA) recommends that the disposal of hazardous waste is taken to Home Chemical and Recycle Centers (HCRCs). However, SWA does have limitations on the types of hazardous waste that is accepted. SWA does not accept medical waste, syringes or sharps, drugs, radioactive materials, and explosives. Although, these items are not accepted by SWA, SWA partners with other businesses such as tech retailers to recycle these hazardous materials.

The Village's sustainability efforts are contributing to a more sustainable environment by:

- Advancing technologies to reduce waste

- Increasing recycling and reuse
- Creating even safer treatment and disposal options
- Sharing the benefits of learning and innovation with their clients and collaborators

RECYCLING

Recycling refers to any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, processed, reused, or returned to use in the form of raw materials or products.

Generally accepted items for recycling include:

- Tin cans
- Aluminum cans
- Steel cans
- Food containers and jars
- Soft drink and beer bottles
- Wine and liquor bottles
- Office paper
- Magazines
- Flattened cardboard
- Newspaper
- Phonebooks
- Flattened cereal boxes
- Junk mail
- Paperboard
- Flattened snack boxes

STORMWATER MANAGEMENT

This Stormwater Management subsection of the Comprehensive Plan analyzes the natural conditions that affect the quality and quantity of stormwater runoff in the Village, and its existing stormwater collection and treatment system.

Rainwater that does not evaporate or become absorbed into the ground is considered “runoff.” This runoff often carries pollutants from lawns, streets, buildings, and parking lots that contaminate the waterways. In order to keep the lagoon and other waterbodies clean, the Village must continue to invest in the proper infrastructure for treating and purifying runoff into waterways.

A complete and integrated ground surface percolation and positive underground piping stormwater drainage system has been installed throughout the Village’s platted and developed areas. The storm water drainage system is Village-owned and -maintained. In residential areas, the system consists of roadside swales without curbs or gutters. Surplus water from the swales is diverted to catch basins within a closed conduit piping system, then discharged via outfall to the manmade waterways of the Earman River, the Intracoastal Waterway, or Lake Worth.

Commercial uses in the Village are confined to frontages along U.S. 1, Northlake Boulevard, Prosperity Farms Road, and Alternate A1A. These roads are urbanized and have curbs and gutters, and positive pipe outfalls to either the Earman River or Lake Worth. This system is maintained by the Florida State Department of Transportation (FDOT) and Palm Beach County in conjunction with the Village. The Village does not have a master drainage plan. The existing drainage system was built in a piecemeal fashion over time; the majority of it was constructed between 1956 and 1970. It should be noted that the major portion of the Village's stormwater drainage system was constructed prior to the establishment of any discharge regulations.

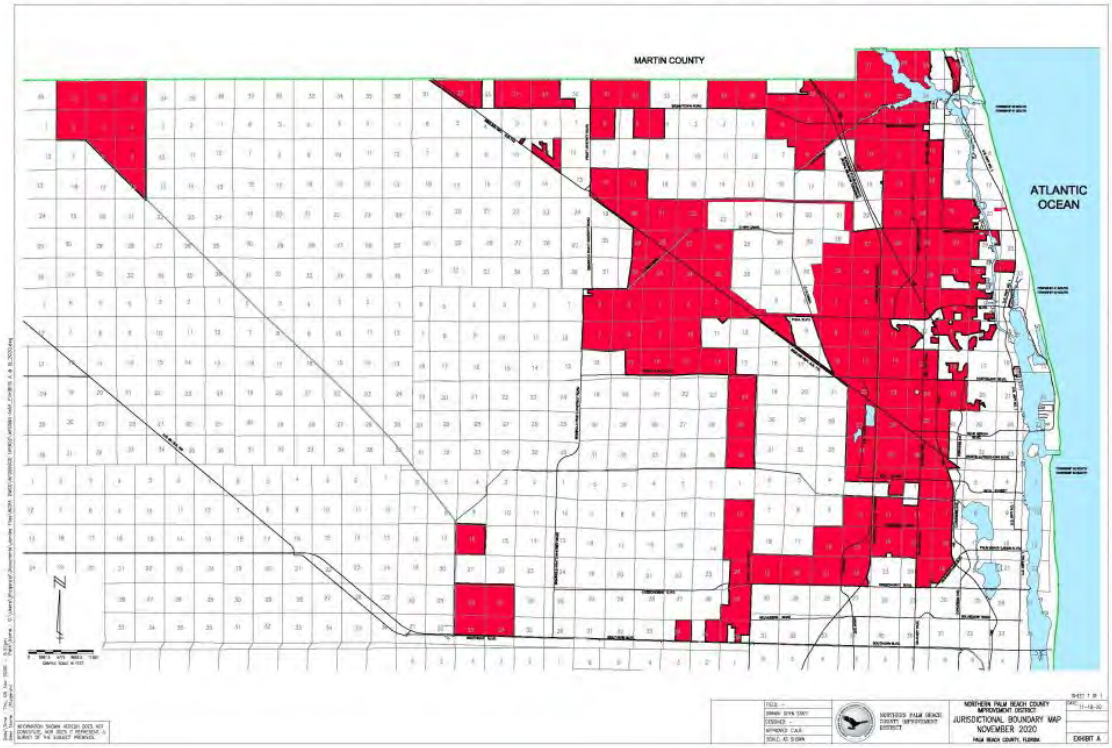
According to a prior report from an engineering consultant, the Village's drainage system was probably designed similarly to the Florida Department of Transportation system which has a minimum three-year storm recurrence interval. The South Florida Water Management District (SFWMD) minimum drainage design criterion for local governments is a three-year, one day duration storm event.

The design capacity and the level of service of the Village's stormwater system satisfies the SFWMD's minimum local government criteria, and that the capacity of the system is adequate for the Village's needs. The Village maintains scheduled inspections and maintenance to assure long-term effectiveness. Currently, the Village inspects each catch basin within the Village at least once every three (3) years to identify needed maintenance and improvements.

As time progressed, however, some of the Village's stormwater infrastructure has become outdated or has exhausted its engineered life. Documentation from the Environmental Protection Agency advises that stormwater runoff is a principal contributor to water quality impairment in waterbodies nationwide. In the 1970s, the federal government introduced the Federal Clean Water Act and permit requirements for the National Pollutant Discharge Elimination System (NPDES). Florida's stormwater discharge permitting followed, with requirements for properties to treat discharge, either individually or collectively, before stormwater enters waterways.

The Village of North Palm Beach has portions that are within the Northern Palm Beach County Improvement District (NPBCID). The NPBCID is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes:

- Portions of Unincorporated Palm Beach County
- Tequesta
- Jupiter
- Juno Beach
- North Palm Beach
- Palm Beach Gardens
- Lake Park
- Mangonia Park
- West Palm Beach



Some of the services that NPBCID provides are storm water management; right-of-way maintenance, including roadways and sidewalks; maintenance of canals, waterways, and lakes; water quality monitoring; environmental mitigation and management; permit and plat review, as well as hurricane response and emergency operations. NPBCID uses revenue from non-Ad Valorem assessments from property taxes to pay for services. The assessments are only paid by property owners who benefit from the services provided by NPBCID.

NPBCID aids with regional flood control that extends outside of the boundaries of North Palm Beach. While the Village's stormwater maintenance utilizes localized street drainage. Although portions of the Village are located within the NPBCID, its Street and Stormwater Division is responsible for the maintenance and repair of infrastructure throughout the Village. This division is responsible for the maintenance of the Village's storm drainage systems and waterways. The Street and Stormwater Division is also involved in the administration of the NPDES Stormwater Permitting Program. All storm water within the Village discharges into tidal waterbodies such as (1) the Earman River; (2) the North Palm Beach Waterway; (3) the Intracoastal Waterway; and (4) the northern portion of the Lake Worth Lagoon.

High volumes of stormwater runoff can erode stream banks and deposit sediments that can damage aquatic life (animals and plants). Because pollutants come from multiple sources, it is difficult identify the origin of specific pollutants. The Village continues to strive to reduce any potential harm that may affect its existing drainage system and waterways. Common pollutants include:

- Detergent
- Fertilizer
- Motor oil
- Paint
- Pesticides
- Pet waste

- Sediment

The Village recommends the following practices for protecting waterways and reducing pollution:

- Clean leaked motor oil and other fluids on your driveway.
- Never pour motor oil or other chemicals down storm drains.
- Household chemical products like used motor oil, paint, solvents, and cleaners may be disposed of by taking them to the appropriate Solid Waste Authority collection site.
- Do not apply fertilizer or pesticides on sidewalks, driveways, streets, or near storm drains or canals.
- Use less fertilizer and pesticides.
- Wash the car on the grass or any place that doesn't drain to the street.
- Use a commercial car wash.
- Dispose of pet waste into trash.
- Never wash pet waste into the street or into storm drains.
- Never throw litter in a storm drain or in the street.

2016 Village of North Palm Beach Citizens' Master Plan
In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), (now known as the Transportation Planning Agency), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and the economic vitality of the Village. The resulting Citizen's Master Plan emphasized the importance of protecting and caring for the Village's natural resources. As a result of the Citizens' Master Plan, the Village's Stormwater Utility Fee was established, a dedicated funding source approved, and stormwater runoff issues identified as a high-priority initiative for the Village.

Acknowledging that future infrastructure must maintain the current level of service, the Village established stormwater fees. The stormwater fees are dedicated solely to stormwater management programs and projects. These fees allow the Village to address the collective impact of pollution caused by stormwater runoff and undertake the necessary repairs to the existing stormwater system.

2021 Stormwater Utility Study
In 2019, the Public Works Department enlisted assistance from Hazen and Sawyer to develop a financially sustainable stormwater management program. The two-year process began in February 2019, with a conceptual study to evaluate the feasibility of establishing a utility fee to fund the Village's ongoing stormwater management program. The 2019 Study included:

- Compiling an inventory of the Village's stormwater management assets;
- Reviewing regulatory compliance requirements;
- Estimating costs, revenues, and funding requirements;
- Preparing a 5-Year financial forecast, and
- Investigating alternative rate structures.

Based on the results of the 2019 Stormwater Utility Study and the 2016 Citizens' Master Plan, the Village established a stormwater fee schedule. The fees are based upon a unit of measure called Equivalent Residential Unit (ERU). ERUs are used to equate non-residential or multi-family residential properties to a specific number of single-family residences.

All land parcels other than public schools and rights-of-way are subject to the stormwater utility fee. The Village's ERU was calculated using the average lot coverage on single-family residential properties as the basis for the proposed fee. The Village Council set an assessment roll for

stormwater fee at $7.78 monthly per ERU, which equated to $93.36 annually. At the same time, the Village Council lowered property tax rates to offset the cost for ERUs for the 2022/2023 fiscal year.

POTABLE WATER

This sub-section analyzes the Village's existing potable water distribution system, projects future demand levels, and analyzes its existing facilities.

Potable water refers to water that is clean and safe to drink. Potable water is essential for survival; it is used for drinking, cooking, and sanitation. Seacoast Utility Authority provides potable water to the Village of North Palm Beach and bills property owners directly for the service. The potable water withdrawal, treatment, and distribution facilities are owned, operated, and maintained by Seacoast. The Village has neither the responsibility nor the authority to provide for system improvements.

Seacoast currently owns and operates one treatment plant: the Hood Road facility, with a peak-day capacity of 30.5 mgd. As of 2024, no new water treatment plants have been planned for construction in the Seacoast Utility Authority service area. During the development order approval process, Seacoast requires developers to upgrade the capacity of existing systems or build new systems to meet their needs in order to ensure that sufficient capacity is available.

Table 1-0 indicates the population projections within the Seacoast Service Area. The data is derived from the Lower East Coast (LEC) Water Supply Plan update. As indicated, the Village of North Palm Beach represents approximately 13% of the Seacoast Service Area.

Table 1-0: Population Projections

Population Projections 2025-2045			
Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

Source: *Seacoast Service Area Data From 2023-2024 LEC Update.
**North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.

As noted in the Future Land Use element, the estimated population for North Palm Beach is 13,162. Based on 2020 census population data, the current potable water use by the Village is estimated at 2,474,456 gallons per day (i.e., population of 13,162 residents x 188 gallons per capita per day). Based on population projections (13,297 residents) prepared in this EAR and the Seacoast LOS, it is projected that the Village's potable water needs will be 2,499,836 gallons per day by 2030.

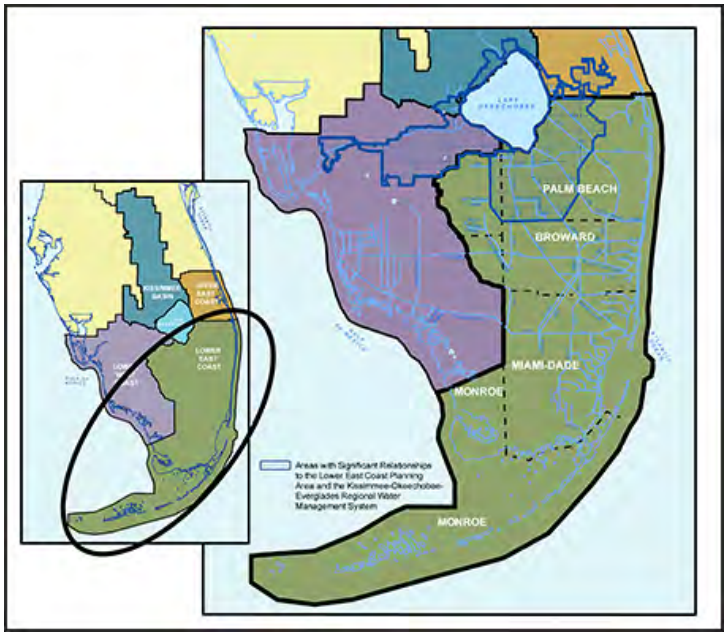
The Village's LOS for capital potable water facilities is maximum of 188 gallons/capita/day for average daily water consumption for residential. There is no fixed LOS requirement for nonresidential uses such as commercial, public, educational, and other public buildings.

Based on the population projection from the LEC and the Future Land Use Element, the Village meets the LOS standard for potable water consumption, and no additional improvements to the Seacoast regional potable water treatment plants are required at the current projection.

Water Supply Plan
Of the five water management districts in the State of Florida, the South Florida Water Management District (SFWMD) is the oldest and the largest. SFWMD covers 16 counties from Orlando to the Florida Keys and serves nine million residents. Per F.S. 373.036, each water management district must create a water plan that is based on at least a 20-year planning period which shall be updated at least once every 5 years.

Pursuant to the statutory requirement, the SFWMD created the Lower East Coast Water Supply Plan for Palm Beach, Broward, Miami-Dade and parts of Monroe, Collier, and Hendry counties. In 2023, the SFWMD began the process of updating its Lower East Coast Water Supply Plan (2023-2024 LEC Plan Update), which assessed the projected water demand and potential sources of water for the period from 2021 to 2045. This plan update will be used by local governments, water users and utilities to update and modify local comprehensive plans, facility work plans, and ordinances.

Per F.S. Chapter 163, Part II, local governments are required to prepare and adopt Work Plans into their comprehensive plans within 18 months after the SFWMD approves the Lower East Coast Water Supply Plan Update. The Village of North Palm Beach is in the process of updating its Water Supply Plan. Per the statute, municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon period, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.



In addition, the Village is subject to, and a participant in, the Palm Beach County Wellfield Protection Ordinance. This Countywide Wellfield Protection Ordinance regulates land use activities within travel time contours of the Village's wellfields. These travel time contours (zones of influence) are identified and overlaid on the Coastal Zone and Conservation Map in the Comprehensive Plan.

Water Conservation

The Village has adopted, and continues to implement, various regulations that improve water conservation. Article IX - MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES of Chapter 19 of the Village's Code of Ordinances, includes conservation regulations for irrigation including limiting the hours for landscape irrigation and regulations for new landscaping; Sect. 45-93 of the Village's Code of Ordinances provides standards for irrigation as well as a requirement for rain sensors.

The use of reclaimed water for irrigation purposes is an effective water conservation measure. The Village does not own or operate a wastewater treatment facility, nor does it manufacture reclaimed water. However, through Seacoast, it encourages residents to conserve water and utilize reclaimed water. Seacoast provides large irrigation users such as golf courses with reclaimed water, thereby contributing to the conservation of the Village's water resources.

Seacoast also developed implementation practices for conserving water resources. Table 1-1 indicates various methods for water conservation.

Conservation Practice	Seacoast Practice
Irrigation Hours	Yes
Florida Friendly Landscape Ordinance	Yes
Ultra-Flow Fixtures Ordinance	Yes
Rain Sensor Ordinance	Yes
Water Conservation Rate Structure	Yes

Leak Detection and Repair Program	Yes
Public Education Program	Yes

Table 1-1: Seacoast Water Conservation Implementation Practices

Source: Table D-5; 2013 LEC Update Appendices

Additional water conservation related issues are addressed in the Coastal Management and Conservation elements of the Village's Comprehensive Plan.

Natural Groundwater Aquifer Recharge (NGAR)

The Natural Groundwater Aquifer Recharge section of this plan analyzes the existing quality and quantity of the Village's natural groundwater, projects future demands, and analyzes existing facilities.

Groundwater is one of the Earth's most valuable resources. There are different levels of groundwater water: the upper surface is called the water table; and the saturated area beneath the water table is called an aquifer. Aquifers are storehouses of water; they provide water to feed wells and springs. Utility providers and residents dig wells and drill into aquifers for the extraction of potable water. The porous rock of an aquifer allows precipitation from rain to recharge the aquifer.

As previously noted, the Village is located within the SFWMD's LEC Planning Area. Historically, the LEC Planning Area has relied on the Surficial Aquifer System (SAS) and Lake Okeechobee as the primary water sources for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these water sources has been maximized due to negative impacts (like saltwater intrusion) on the regional system, wetlands, and existing water users. However, as population and water demand has grown, the development of other water source options has also increased. New and increased allocation from freshwater sources provides a diversification of water supply sources. Use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation measures in the LEC Planning Area have contributed to its water supply.

Fresh groundwater is the primary source for potable water and landscape irrigation for industrial and commercial uses in the LEC Planning Area. In urban areas such as North Palm Beach, public water suppliers (PWS) rely heavily on the SAS since it produces good quality fresh water. Meanwhile, these aquifers are recharged from local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park. When sufficient water is available, surface water from Lake Okeechobee is also routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared to conserve freshwater supplies.

According to the 2023-2024 LEC Update, Seacoast withdrew an average of 21.76 million gallons daily (mgd) of raw water from the SAS in 2021. As indicated in Table 1-2, Seacoast will withdraw an average of 22.09 by 2025.

Table 1-2: Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2021	21.76	19.95
2025	22.09	20.25
2030	23.20	21.27
2035	23.37	21.42

2040	23.84	21.86
2045	24.03	22.03

Source: 2023-2024 LEC Update Appendix A

Table 1-3 indicates permitted allocation from the potable water sources from Palm Beach County Water Utility District (PBCWUD), with a total allocation of 26.92 mgd. The allocated potable water sources includes all of Seacoast service area not just the Village of North Palm Beach. The 2045 future demand projection in Table 1-3 for the Village is 22.03 mgd. The total permitted allocated water for the Village is sufficient to fulfill the current and future demand of 26.92 mgd.

Table 1-3: Seacoast Permitted Allocated Water for Authority

SFWMD Water Use Permitted Allocation (mgd)	
Potable Water Source	Allocation
SAS (Surficial Aquifer System)	22.30
FAS (Floridan Aquifer System)	8.90
Bulk Finished Water from PBCUD	2.00
TOTAL ALLOCATION	26.92

Source: 2023-2024 LEC Update Appendix B

Pursuant to its current consumptive use permit (CUP), Seacoast presently draws its raw water from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road, and Palm Beach Gardens) and three Floridan Aquifer wells (Hood Road). Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP.

Each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

The Village's Code of Ordinances establishes regulations limiting the amount of impervious and pervious surfaces on a lot (e.g., maximum lot coverage, minimum landscape and open space, and yard requirements). The purpose of these regulations is to protect groundwater quality and water resources. Also, during the site planning process, proposed developments are reviewed to ensure that maximum retention of rainfall and stormwater runoff is retained on site. Other best management practices are employed to ensure that the quality of water resources is protected, and the recharge of groundwater supplies is maximized.

TRENDS AND CHALLENGES

Future Growth (Solid Waste)
Although the Village is essentially "built out," it is also experiencing a phase of redevelopment. With a projected population growth of 724 residents by 2045, the Village must prepare for the additional waste from the future residents. Fortunately, the Solid Waste Authority (SWA) has continued to improve its dumping and solid waste collection practices. SWA implemented sophisticated liner systems to keep trash and leachate ("garbage juice") from seeping into the ground. SWA has also extended the life of the landfill through recycling and other projects through 2054.

Future Growth (Sewer)
As mentioned, the Village is experiencing redevelopment. As the population grows, the amount of sanitary sewer waste generated is expected to increase. Significant changes in growth, annexation, or development will require re-evaluation of existing sanitary sewer capacity. The Village shall continue to coordinate with Seacoast Utility Authority to ensure that adequate infrastructure is available for the projected population.

Sea Level Rise

Due to its flat topography, porous limestone geology, and dense coastal development, Southeast Florida is one of the areas most susceptible to the impacts of climate change and sea level rise. Climate change and sea level rise are expected to present significant challenges to water resource planning, management, and infrastructure in Palm Beach, Broward, Miami-Dade, and Monroe counties. Saltwater intrusion into the primary sources of drinking water in the tri-county area (SAS and Biscayne aquifers) is of primary concern.

Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government regulations and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise,
2) saltwater intrusion,
3) extreme weather, and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Aging Infrastructure

The Village's existing infrastructure is close to the end of its useful life span. Although some infrastructure has been updated over the years, some require improvements or replacement. It is imperative that the Village continue to assess its existing facilities and upgrade them in a timely manner.

Table 1-4 indicates the length and year sewer force mains were built. As indicated, the Village infrastructure began in 1957. Table 1-5 indicates that North Palm Beach has approximately 9,076 linear feet of sewer force main with a useful-life span of less than 0 years. Approximately 196 linear feet of sewer force main have a useful-life Span of 0-5 years, and approximately 1,639 linear feet of sewer force main have a useful-life span of 6-10 years. The Village in conjunction with SUA should evaluate the need for upgrading that infrastructure which has reached, or is near the end of, its useful life span.

Table 1-4: Sewer Force Main Length by Year Built

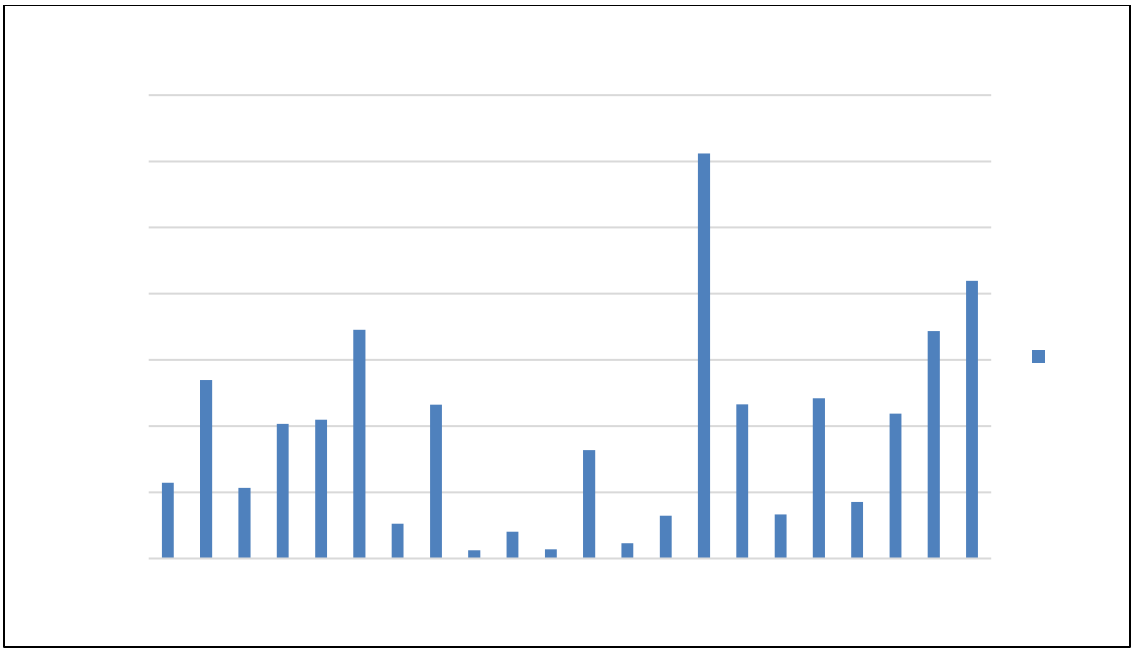
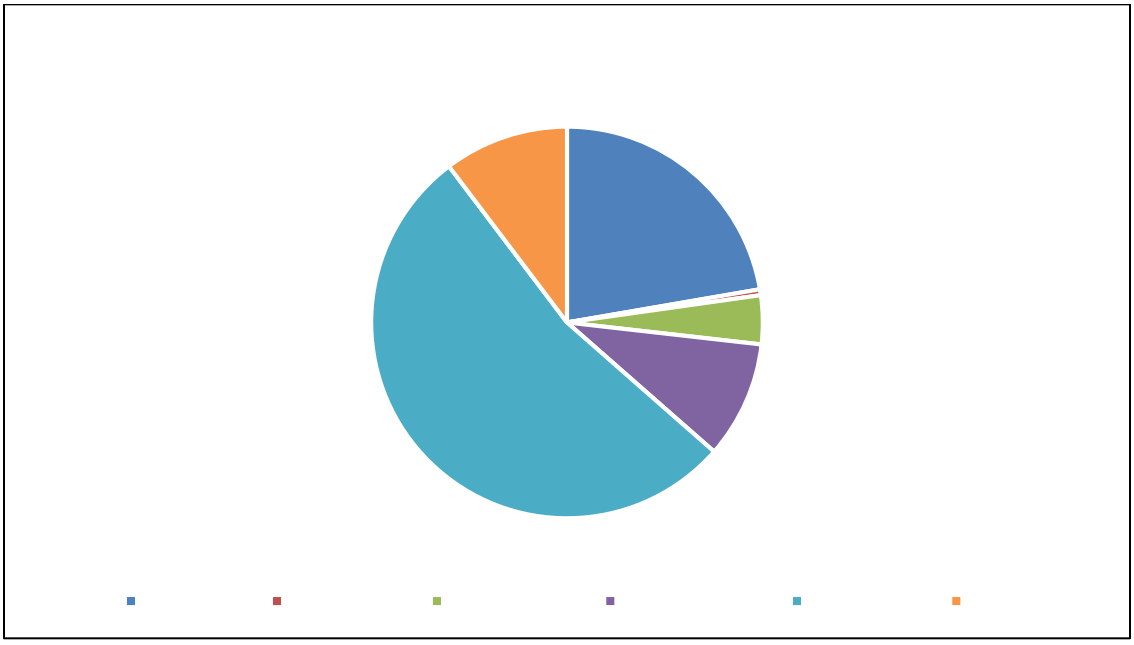


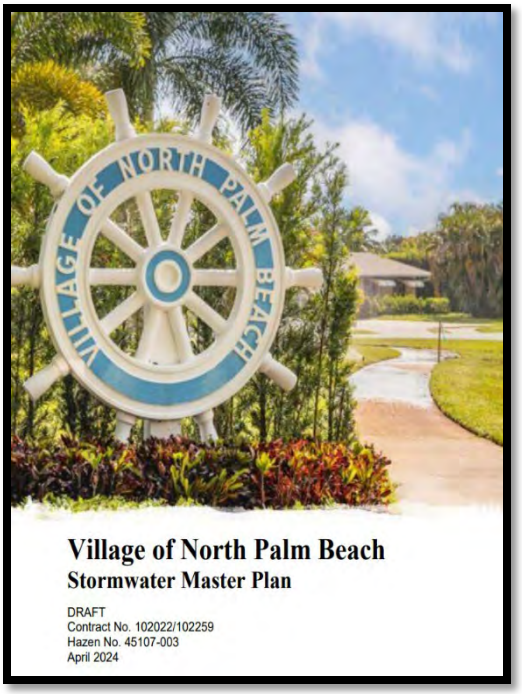
Table 1-5: Sewer Force Main Useful Life in Linear Feet



2024 Stormwater Master Plan

The Village has exhibited fundamental concern for Stormwater management. As a coastal community, the Village is challenged by high groundwater levels, rising sea levels, increasingly frequent intense storms, as well as saltwater intrusion and water quality concerns. The Village strives to improve its stormwater management by supporting both physical assets as well as policies, procedures, and operations in preparation for flooding events, and protecting the Village's groundwater, surface waters, and natural resources.

The purpose of the proposed Stormwater Master Plan is to analyze the Village's stormwater management systems, policies, and procedures to identify areas in need of improvement. The 2023 Master Plan report contains the approach, modeling methodology, and results, as well as proposed recommendations arising from the study.



The scope of this village-wide study included taking inventory of the Village's existing stormwater assets; collecting data from various regional entities and organizations; identifying water quality and regulatory compliance requirements; developing a hydrologic and hydraulic (H&H) model representing current/existing conditions, and two future-time scenarios (2040 and 2070); performing a level of service (LOS) analysis; developing a Capital Improvement Program (CIP); and evaluating the impacts of the CIP on the Village's stormwater utility rates.

Projects

SUA has implemented the following projects within the Village of North Palm Beach over the last 5 years:

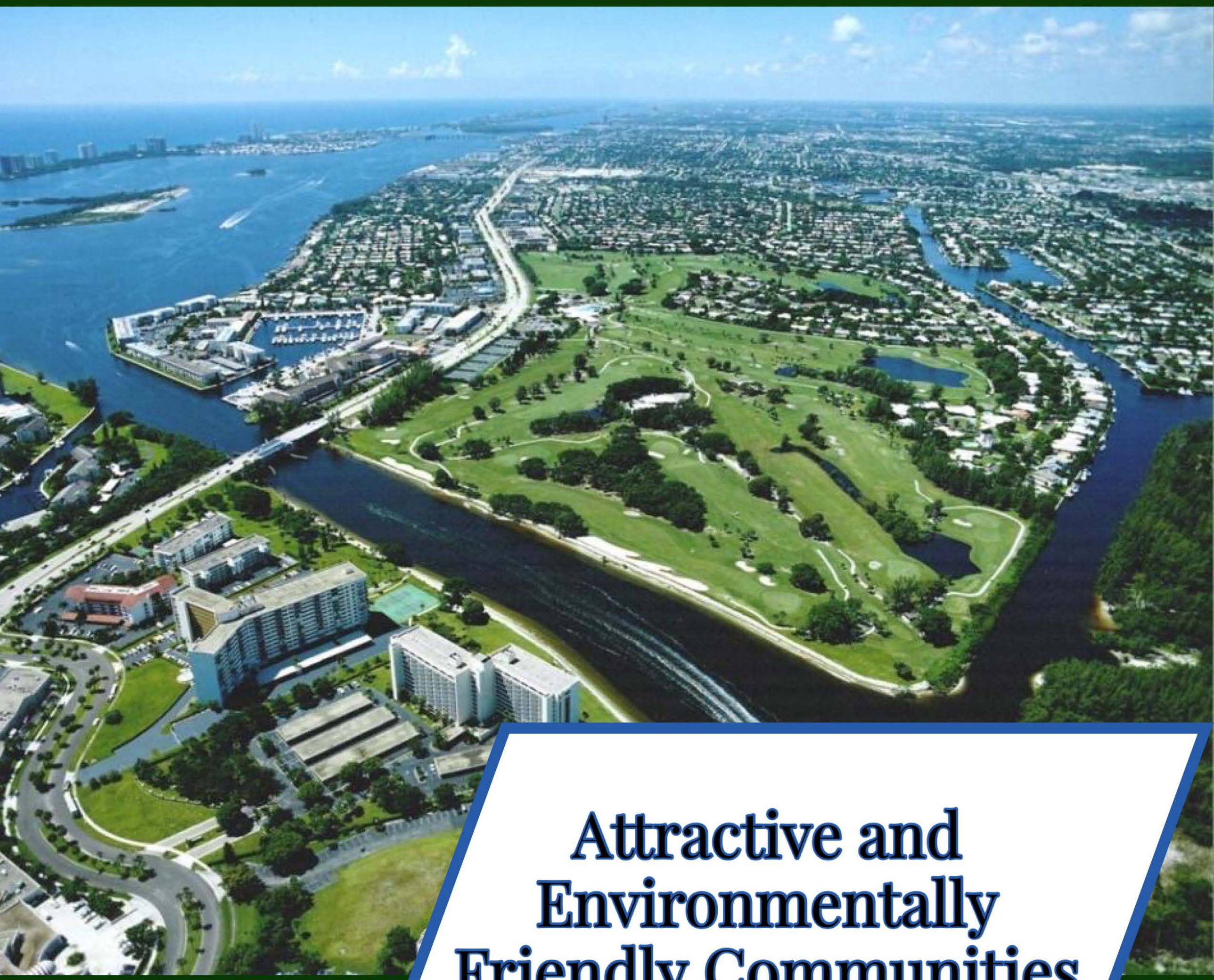
- Lighthouse Drive Force Main Replacement
- Lift Station 54 – multiple improvements
- Northlake Boulevard / US 1 Utility Infrastructure Replacement – Phase 1 and Phase 2
- Jasmine Drive to Southwind Drive Force Main Crossing Northlake Boulevard and the C17 Canal and Water Main Crossing the C17 Canal
- Corsair Drive water main replacement
- Marina Drive water main addition
- Lift Station 54 force main replacement route study
- Lift Station 54 force main replacement (phase 1)
- Lighthouse Bridge water main replacement
- Old Port Cove force main

Future utility replacement projects are planned and are dependent on other agency partnerships and the remaining useful life of the infrastructure.

SUMMARY

Based on the existing conditions, trends, and challenges for the 20-year planning period, the Village shall continue to implement specific strategies and policies to maintain and enhance the infrastructure, and plan for future demands such as:

- Continue conservation awareness campaigns and measures, and maintain the current or a lower level of service;
- Continue updating the water supply plan in conjunction with SFWMD's LEC plan;
- Evaluate future solid waste demand;
- Ensure stormwater is adequately addressed throughout the Village;
- Partner with Seacoast to provide clean and sanitary potable water and reclaimed water;
- Prepare for sea level rise; and
- Anticipate and plan for aging infrastructure.



Attractive and Environmentally Friendly Communities

- Coastal Management
- Conservation
- Recreation and Open Space

Coastal Management

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

CIE

DATA AND ANALYSIS

The purpose of the Coastal Management Element is to plan, promote, manage and protect natural resources. It is important for the Village of North Palm Beach ("Village") to plan for development or redevelopment activities in ways which mitigate or otherwise lessen the disturbance of coastal resources. This Element addresses measures to protect human life and limit public expenditures in areas that are subject to destruction by natural disasters. The Element must be integrated and consistent with the other Comprehensive Plan Elements to address:

- Protection of coastal resources, including wildlife and natural ecosystems,
- Preserving resident quality of life,
- Increasing property resilience to natural disaster hazards,
- Maintaining public access to the waterways including recreational amenities,
- Maximizing economic benefits generated from tourism.

The Village contains many miles of natural and man-made waterways adjacent to both public and private lands. The 1950s canal system design created many waterfront properties with the Country Club, Village Hall and central commercial district along US Highway One separated from other areas entirely by bridges. This large central area is only accessible by two bridges on US Highway One and one bridge on Lighthouse Drive. With all Village waterfront properties developed, a management plan is necessary to ensure flood protections are in place as properties redevelop or seawalls replaced. Establishing regulations of the built environment in and around the waterways is vital to the resilience of the Village during natural disasters.

The data and analysis provided in this report offers the foundation and framework for updating and revising the Goals, Objectives, and Policies of the Coastal Management Element of the Comprehensive Plan.

Coastal Planning Area (CPA)

The Federal Emergency Management Agency (FEMA) has established Flood Insurance Rate Maps (FIRMs) that specify the adjacent land elevation for all coastal areas around the United States to determine potential impact of a flooding event. The Village has numerous flood-prone properties identified on the FIRM maps (OCM- Map 4).

The Coastal High Hazard Area was established as an area particularly vulnerable to the effects of coastal flooding from tropical storm events, specifically the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Coastal High Hazard Area is identified in RCM-Map 2.

The Coastal Planning Area (CPA) is defined as a special planning area within the Village containing properties identified in the Coastal High Hazard Area and require additional planning, regulation, and monitoring for a sustainable future. It also includes properties identified with a potential flood risk on the FIRM maps. Generally, all properties are located within a few hundred feet of a waterway, which covers almost 1,279 acres of the Village as shown in OCM- Map 2.

Coastal Flooding Barriers

The Village contains many types of natural areas near the waterways, including harbors, rivers, estuaries and waterways that are identified on RCM- Map 1. There are four (4) types of coastal barriers within the Village CPA that protect the built environment from flood hazards:

1. Beaches and Sand Dunes
2. Mangroves and other natural shorelines
3. Rip-rap and other manmade shorelines
4. Seawalls

Beaches and Sand Dunes

All of the 18.6 acres of beach and dune areas are located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the effort to provide access to the general public and also preserve the viability of the sand dunes structures for proper storm surge protection.

Sand dunes are a coastal mound or ridge of unconsolidated sediments found along shorelines with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora). The dunes range from a few feet above sea level to 20 feet tall. They are classified by the JDMBSP Management Plan as “good” in the northern area where some sections have eroded and “excellent” in the southern end where wider sections of dune habitat exist.

The principle threat to the beach and sand dune community is erosion caused by natural storm events. Periodic large-scale beach nourishment projects are regularly used in other areas to counteract the effects of erosion, but are rarely used in the State Park. Typical management activities to minimize erosion include planting of native dune vegetation, removal of exotic vegetation and establishing designated access trails as needed.

Mangroves and other natural shorelines

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine and estuarine shorelines. The dominant overstory will include red mangrove (*Rhizophora mangle*), black mangrove (*Avicennia germinans*), white mangrove (*Laguncularia racemosa*), and buttonwood (Conocarpus erectus).

On the western side of the beach dune habitat of JDMBSP, the estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate along the shoreline. When waves do occur during storm events, the mangroves bolster the shoreline from soil erosion and block storm surge from encroaching to upland areas. Though the trees can handle occasional wave action, consistent wake from boats within the Intracoastal Waterway, may eventually erode the shore and hinder ability for quality growth of the species.

Lake Worth Lagoon Management Plan has been established to monitor and assess the quality of the estuarine habitat outside of JDMBSP. Mangrove species preservation is of significant concern to Palm Beach County for maintaining fisheries, rookeries, water quality, and shorelines. In the north end, habitat is stable, with 55% of all mangrove habitat occurring within JDMBSP. Overall, mangrove habitat is increasing throughout the central and southern areas of the lagoon due to the development of 42 acres of artificial, intertidal islands that occurred between 2014 and 2020.

Rip-rap and other man-made shorelines

Rip-rap simply refers a pile of loose rock and other hard materials accumulated along the shore to prevent upland areas from erosion. They are typically provided in built environments dealing with more wave action than is found in a mangrove habitat.

Depending on the size of the aggregate, marine plant and animal species may use the crevices for shelter and habitat. The spaces behind the rock provide calmer water from wave action and hiding spaces from predators.

ATTRACTIVE AND ENVIRONMENTALLY FRIENDLY COMMUNITY

In the Village of North Palm Beach, man-made shorelines of rip-rap are typically found along both banks of the Intracoastal Waterway and more natural vegetation, mixed with rip-rap, is typical of the banks of the Earman River. Both of these waterways have experienced erosion, which is specified in the attached Soil Erosion Map (OCON- Map 1).

Seawalls and bulkheads

Seawalls and bulkheads are defined as concrete, vinyl or metal structures placed vertically at the shoreline to block all wave action from upland areas. They are typically constructed in areas with consistent wave action and allow upland areas to be utilized immediately adjacent to the waterways. Seawalls and bulkheads lack gaps and texture; therefore, few opportunities exist for native habitats to establish.

Almost all of the residential development within the man-made canals of the Village contain seawalls. Specific land development regulations have been created (Chapter 5, Article 3) to ensure that every new seawall is built above the mean high water line.

Land Uses

Waterway access is available from residential, commercial and public lands. Many of the residential properties along the water rely on the ability to construct docks and boatlifts for personal watercraft storage and use. Marinas additionally offer boat storage for residents that

do not live on the water. There are both commercial and public boat ramps available to the residents of the Village, as specified on OCM-Map 3.

The public parks offer fishing, wildlife viewing and recreational swimming on various waterways around the Village. JDMBSP offers the only access to beaches and natural estuary habitats. Map RROS-Map 1 shows the location of the public parks within the Village CPA.

Infrastructure

The Village was designed with a swale system along all publicly maintained roadways. The swales are depressions in the land to collect runoff during a rain event and are sloped in a direction along the roadway to collect in inlets. Multiple inlets consolidate water to outfall pipes along the seawalls. The entire system is gravity fed and requires the water level of the final outfall point to be lower than the pipe. The system is owned and maintained by the Village through funding provided via the Stormwater Management Utility's yearly ad valorem special assessment tax.

Seawalls where the outfall pipes are located are maintained by the Village through a drainage easement. The location varies, but many are located between two homes and tie into the privately owned and maintained seawalls behind single family homes. The effectiveness of the system relies on residents monitoring the movement of their seawalls to assess the need to bolster or reconstruct. The seawall construction standards established in the Code of Ordinances Chapter 5, Article 3 specify the height and materials based on the flood zone of the proposed seawall.

A Stormwater Master Plan has recently been completed by Hazen and Sawyer to analyze the existing stormwater system and identify improvements to enhance the functionality. The study's approach and methodology were based on developing a hydrologic and hydraulic model to simulate the Village's current and future stormwater infrastructure and operations under various conditions. The model's results, paired with knowledge regarding historical areas of flooding concern, including Village staff insights, were used to inform and direct the proposed capital improvements. The models even included sea l

evel rise impacts to the system, in order to ensure the Village can properly identify future areas of concern. The plan proposes improvements to existing swales as well as installation of pumps in the event the gravity fed system is not handling the water efficiently.

The Village has provided funding for the completion of a vulnerability assessment for all Village facilities and property based on some of the findings in the Stormwater Master Plan and concerns over sea level rise, aging infrastructure, and new Florida Building Code standards.

Natural Disaster Planning

Natural disaster planning in the Coastal Planning Area involves all disasters, including hurricanes, tornadoes, floods, freezes and droughts. Due to the Village's geographic location, the emphasis is directed toward hurricane response, including hurricane preparation and evacuation, post-storm evaluation and clean up, and long-term post disaster redevelopment. As flooding is a key issue in the Village associated with these Natural Disasters and can cause serious damage and potential loss of life, the Village will continue to look for mechanisms to better monitor the "Peril of Flood" strategies as noted in F.S. 163.3178(2)(f).

Hurricanes are classified using the Saffir-Simpson scale as follows:

- Category 1 - Winds 74 to 95 mph;
- Category 2 - Winds 96 to 110 mph;
- Category 3 - Winds 111 to 129 mph;
- Category 4- Winds 130 to 156 mph; and
- Category 5 - Winds 157 mph or higher.

The two largest impacts to the built environment from hurricanes are wind damage and storm surge. Generally, it is the wind that produces most of the property damage associated with hurricanes, while the greatest threat to life is from flooding and storm surge. Storm surge impacts are based on the category of the hurricane. Areas of impact from storm surge are depicted on OCM-Map 5.

Palm Beach County Division of Emergency Management ("Division") plans for natural disaster events through yearly training with the Village of North Palm Beach Public Works and Community Development staff as well as staff from 38 other County municipalities. The Division is also responsible for identifying evacuation routes away from the coastline, coordinating emergency medical services, providing news releases on infrastructure impacts, operation of emergency shelters and coordination of recovery efforts.

Prior to or during hurricanes, the Governor of the State of Florida has the authority to declare an area as an emergency disaster site and therefore, issue evacuation orders for residents of that region. Based on the size of the storm and level of emergency declaration, various zones have been established for evacuations to occur. The routes which residents are required to take have been established by Palm Beach County and are provided in the evacuation route map (OCM-Map 1).There are no emergency shelters established in the Village, but the closest shelter for residents is located at Palm Beach Gardens High School located at 4245 Holly Dr. Palm Beach Gardens, FL 33404.

Post disaster recovery is another important tool required during natural disaster planning. The Village has a post-disaster recovery team established for the immediate identification of hazards such as downed powerlines and fallen trees. The Village Public Works and Fire Rescue Departments deploy crews to clear roads and check on homeowners impacted by flood or wind damage. Once the immediate dangers are mitigated, the Village staff will identify impacts to seawalls and other structures impacted by increased wave action and storm surge.

The Community Development Department will assess damages to both private and public structures. Expedited building permit issuance allows residents to make repairs to roofs, windows, and doors as quick as possible to allow them to safely remain in their homes. Additionally, emergency seawall repairs may be necessary to maintain the structural integrity of the land.

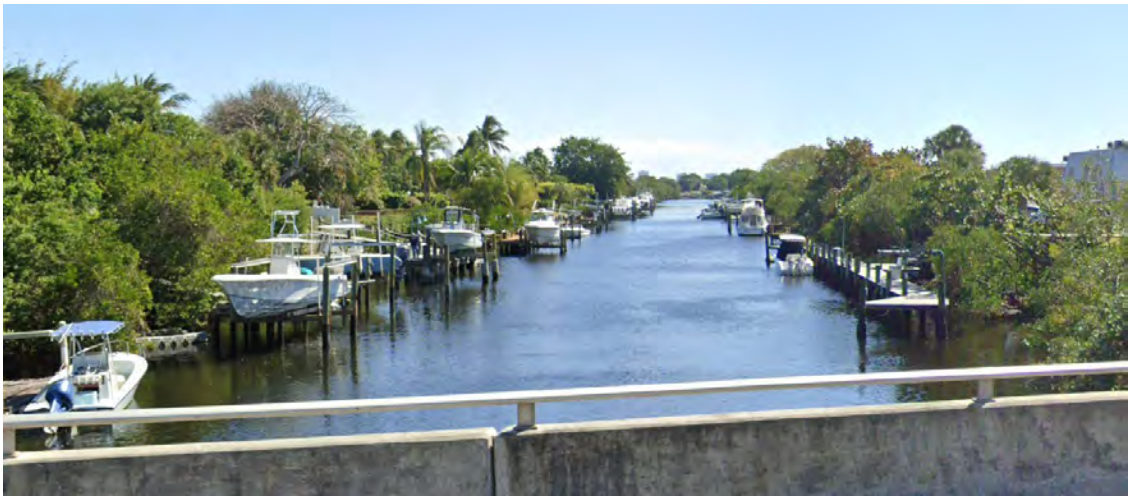
Flood Protection

The federal government, State of Florida and Village have regulations in place to mitigate the impacts of flooding events. Additionally, resources are available to compensate residents who suffer impacts to their property. The following programs have been established:

National Flood Insurance Program (NFIP). The U.S. Congress established the NFIP with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. Participation in the NFIP is based on an agreement between communities and the Federal government. If a community adopts and enforces a floodplain management ordinance to reduce future flood risk to new construction in floodplains, the Federal government will make flood insurance available within the community as a financial protection against flood losses. This insurance is designed to provide an insurance alternative to disaster assistance to reduce the escalating costs of repairing damage caused by floods to buildings and their contents. The Village of North Palm Beach is a participant in the NFIP.

Community Rating System (CRS). The NFIP's CRS was implemented in 1990 as a program for recognizing and encouraging community floodplain management activities that exceed the minimum NFIP standards. The rating is given to municipalities based on various metrics to identify the infrastructure, regulations and recovery measures in place to mitigate flood impacts. The rating is given on a 1-10 scale, with 1 being the best score and residents receiving 45% reduction in flood insurance rates. The Village participates in the NFIP's CRS program, and has a 2023 CRS rating of 5. This rating enables North Palm Beach property owners to receive a 25% reduction in their NFIP rates. In addition, the Village is eligible to seek FEMA funds to be used to remedy flooding problems and will continue to participate in activities to comply with NFIP requirements.

Flood Protection Ordinance. In conformance with the requirements of the National Flood Insurance Program, the Village has adopted and enforced regulations governing development in special flood hazard zones through Chapter 12.5 of its Land Development Regulations (LDRs). The Village's LDRs include floodplain provisions and regulations related to buildings and structures, subdivisions, subdivision plats, site improvements, and utilities.



Sea Level Rise

Palm Beach County has joined a regional effort with Miami-Dade, Broward and Monroe Counties known as the South Florida Regional Climate Change Compact ("Compact"). The compact is defined as a "voluntary framework designed to align, guide and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region." According to the Compact's 2019 report, sea levels were calculated to rise 10-17 inches by 2040 with the rate of increase accelerating every year. Warming oceans and melting ice sheets and glaciers are increasing the probability of damaging floods from storm surges.

Significant impacts have yet to be seen in many South Florida municipalities outside of king tides, therefore, it is challenging to receive constituent support for public investment in infrastructure or more stringent property development regulations. Many municipalities find difficulty in enacting regulations for the present based on projected impacts decades in the future. The Compact seeks to organize and expedite action items as a collective, with numerous governments providing support to each other.

There are various strategies worth considering by the Village elected officials and staff to address future impacts of sea level rise and mitigate its effects to the existing built environment.

Protection Strategies:

- Maintenance of existing seawalls and bulkheads
- Re-nourishment of beaches
- Protection of vegetated shorelines

Adaptation Strategies:

- Floodproofing of new or existing buildings
- Use of fill to raise elevation of new or existing buildings
- Requirement of additional freeboard for new development
- Increase the building setbacks along the Lake Worth Lagoon or other waterways.
- Relocate vital infrastructure and public facilities to higher elevations.

Summary

The resilience of Village properties and structures during natural disasters are threatened by some factors outside of the Village's control: The loss of mangrove and seagrass habitat throughout the Lake Worth Lagoon, loss of dune stability within JDMBSP, failure of private seawalls, and control of exotic plant and animal species on private properties and adjacent municipalities.

The following recommendations are provided for the Village to consider when planning for future coastal resiliency and may be placed within the policies of the Coastal Management Element. The associated new or amended policy is provided for reference:

- Water quality monitoring and coordination with PBC and JDMBSP for enacting water quality projects within the Lake Worth Lagoon (Policy 2.4)
- Evaluation of seawall stability on public and private lands (Policy 9.4)
- Evaluation of exotic vegetation on public and private lands (Policy 6.3)
- Evaluate the impacts of flooding on existing residential lands. (Objective 10)
- Monitor the current stormwater systems effectiveness and home elevation levels in relation to FEMA FIRM map changes. (Policy 6.1)
- Support installation of living shorelines/ rip rap walls in lieu of seawalls, including oyster beds, to support water quality improvements and habitat restoration. (Policy 2.4)
- Analyze hazardous flood conditions and identify investment and regulation strategies for mitigation (Policy 9.1, 9.2, and 9.3).
- The Village should consider acquisition of at-risk lands as opportunities arise. (Policy 10.1)

Conservation

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8

DATA & ANALYSIS

INTRODUCTION

Section 163.3177(6)(d), Florida Statutes, requires local governments to include a Conservation Element providing for the conservation, use, and protection of natural resources within its Comprehensive Plan. The Village of North Palm Beach's (herein referred to as "Village") greatest asset is the miles of waterways permeating most of the neighborhoods. This element will address not only the requirements of the State Statute but also the coastal resiliency measures needed to build along the water.

Urban resiliency has become an important goal for many local governments with the onset of climate change impacts such as rising temperatures, extreme weather events like drought or storms, sea level rise, and large volume precipitation events. Proactive adaptation planning calls for an innovative approach which plans for ecological conditions of the future and characterizes changing conditions along the coast. Conserving existing coastal habitats or encouraging habitats to recuperate where they have been lost can be instrumental in lessening the effects of storm surge, algae bloom events and erosion.

This element has been divided into three (3) sections consistent with the State Statute requirements: Inventory of natural resources, standards for conservation, and current and projected needs for the next 10 years.

INVENTORY AND STANDARDS OF CONSERVATION

Florida Statute163.3177 (6)(d), requires eleven (11) principles, guidelines and standards for conservation within each municipality. These standards help identify the government agency involved in regulations and establish the procedures, environmental quality and current impacts to each of the listed subsections. Each section addresses the inventory of natural resources within the category and then assess the needs for inclusion in Goals, Objectives and Policies of the Conservation element.

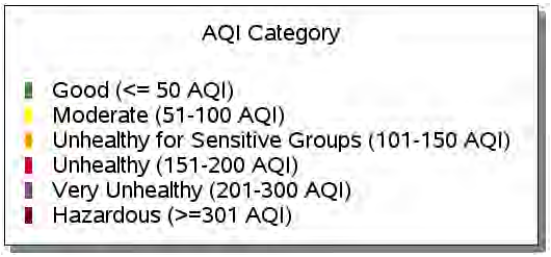
A. Air Quality

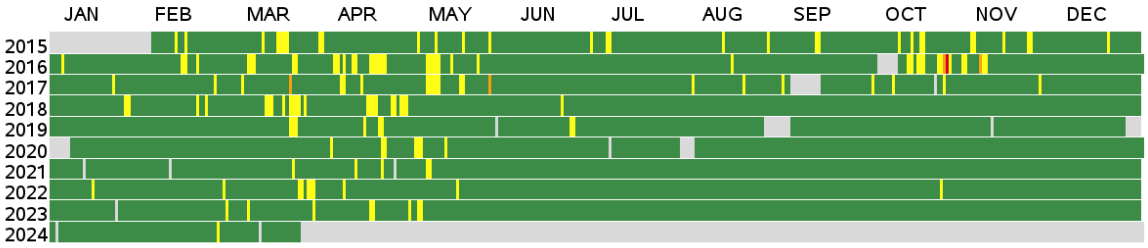
The data collection and protection of local air quality is delegated to multiple governing bodies. Federal, state and county governments all have a stake in the air quality within the Village of North Palm Beach.

At the state and local level, the Florida Department of Health, in Palm Beach County (FDH-PBC) is responsible for maintenance of air quality standards. This department reviews permits for facilities emitting pollutants, conducts inspections, controls open burning, monitors asbestos abatement, and provides technical assistance to residents with indoor air pollution.

ATTRACTIVE AND ENVIRONMENTALLY-FRIENDLY COMMUNITY

At the federal level, the Environmental Protection Agency (EPA) is responsible for the administration of the federal air quality standards and enforcement of the Clean Air Act of 1970. The EPA monitors all harmful substances such as carbon monoxide, sulfur dioxide, total suspended particulates, nitrogen dioxide, ozone, and lead via four (4) air quality collection stations throughout Palm Beach County. Below is the data over the last 10 years at the Lantana station (the closest to the Village). The data is ranked according to the Air Quality Index (AQI) which identifies the overall level of harmful pollutants. Over this period, there are occasional levels of "moderate" or "unhealthy for sensitive groups" days, but the vast majority of days are "good".





Link: https://www.epa.gov/outdoor-air-quality-data/air-data-multiyear-tile-plot

The Village has the ability to assist in ensuring adequate air quality for future generations by supporting various initiatives and programs to reduce the level of local air pollutants. Best Management Practices (BMPs) specified by the EPA and FDH-PBC support the regulation of open air burning, the installation of indoor carbon monoxide detectors, the reduction in individual vehicles emissions, and the encouragement of public transportation options. FDH-PBC has created the Pollution Prevention (P2) Coalition which seeks feedback from various industry representatives from agriculture, to industrial, waste management and power production to identify areas in which individual organizations can reduce emissions at the source and make a substantial impact to the local air quality.

The State of Florida Administrative Code (FAC 62-252.300) requires that all gas stations have a vapor recovery system to reduce the amount of gasoline vapors escaping into the air. Yearly certification of pumps by the Florida Department of Agriculture ensures they are compliant with the requirements. The Village Conservation Policy 1.5 states that the Village will participate in the county wide effort to require the systems and encourage monitoring. Because the State of Florida requires vapor recovery systems to get the pump certified, this policy is no longer needed.

Needs: The Village should develop a working relationship with FDH-PBC to stay up to date on regulations and air quality requirements. Additionally, the Village should implement reduction of greenhouse gas emissions in Village operations, support residents driving less, and identify best management practices for maintaining good air quality.

B. Water Resources

This section is divided between two broad categories: surface and ground water. The surface waters include the Lake Worth Lagoon estuary, Atlantic Ocean, Intracoastal Waterway (ICW), C-17 Canal, residential canals and various drainage ponds. The ground water resources include the Floridan Aquifer and the Surficial Aquifer. Because most of these water resources extend far beyond the municipal limits of the Village, management responsibilities are shared with neighboring municipalities and Palm Beach County.

Surface

John D. MacArthur Beach State Park (JDMBSP) monitors and manages the Atlantic Ocean and the eastern half of the Lake Worth Lagoon within the Village's municipal limits. The State Park Management Plan specifies the habitat resources, water quality and restoration efforts along the beaches and Lagoon. Palm Beach County, the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD) provide various regulations, monitoring stations and planning efforts to regulate water quality within the navigable waterways of the Village.

The Lake Worth Lagoon Management Plan was created by Palm Beach County Environmental Resources Management Department (PBC-ERM) in July 2021 to evaluate the entire Lake Worth Lagoon and plan for its future. In terms of water quality trends, the level of pollutants has decreased over the entire Lagoon, though it varies by location. There are three (3) major points of freshwater discharge into the Lagoon. The first is the C-51 Canal, between West Palm Beach and Lake Worth Beach which contributed to the most pollution. The second is the C-17 canal, also known as the Earman River, which outflows run off from industrial areas in West Palm Beach, Riviera and Lake Park before exiting to the Lagoon north of Northlake Blvd. The third is the C-16 canal collecting runoff from residential areas in Boynton Beach.

Monitoring stations are located around Munyon Island, the ICW and C-17 Canal to identify various levels of toxins and turbidity. The data is then used by the Village to satisfy the requirements of the National Pollutant Discharge Elimination System (NPDES) operated by FDEP. The Village is held accountable for the quality of the waterways and monitors all development activities near the water for compliance with required pollution levels.

Village of North Palm Beach has established a fertilizer friendly ordinance, specified in Chapter 27, Article IV of the Village Code of Ordinances. The Village should continue to

encourage the reduction in residential use of fertilizers during the wet season to reduce runoff to the waterways.

The Boats can also affect the water quality with gas and oil leaks, sewage discharge, and littering. Though sometimes difficult to enforce, the Village Police Department monitors the waterways for violations related to overt pollution acts by a vessel. Additionally, the Village restricts live-aboard boats, which will consistently discharge sewage to the waterways if not moved.

Ground

Seacoast Utility Authority (SUA) is the potable water and sewer provider for all properties within the municipal limits of the Village. SUA creates a water supply plan, as required by Florida Statute Section 163.3177(6)(c) 3, in conjunction with the SFWMD every 5 years to address the changes in demand and supply. The Village is currently in the process of updating its water supply plan in coordination with the recently adopted updates to the SFWMD data from 2023.

Wellfield protection zones have been established by Palm Beach County in areas near water intake wells as set forth in Article 14.B.6 of the County Unified Land Development Code. The Environment Resource Management Department has specified uses that are

permitted within four (4) zones at varying distances to the wells and reviews all new land uses within these areas.

The zones have been mapped based upon travel time contours and one-foot drawdown contours. They are generated using a contaminant transport computer model that simulates pollutant movement using particles released around wells.

Zone one (1) is identified as the land between the well and a contour of 30 day travel time, Zone two (2) is between 30 day and 210 days, Zone three (3) is 210 days to 500 days and Zone four (4) is over 500 days, but within the one-foot drawdown.

All new development requires permitting and subsequent monitoring for compliance through Palm Beach County. SUA operates a water intake and treatment facility to the immediate west of the Village's municipal limits, but there are no intake wells within municipal limits. Many properties between Prosperity Farms Rd and Alternate A1A are within Zone four (4). Only properties on the west side of Alternate A1A are located within Zones Two and Three. A wellfield protection zone map has been created for reference (RCON-Map 1)

Needs: The Village should work with SUA to analyze potential pollutant discharges from underground tanks, sewage lines, and gas lines throughout the Village. All pollution measurements should be taken to identify sources, and then restrict them through regulation. Residential lawn pesticides and fertilizers, as well as stormwater runoff from pools and patios result in higher levels of pollutants. Educational efforts to residents, as well as increased regulations and monitoring are supported. The Lake Worth Lagoon Management Plan specifies the creation of stakeholder groups, increased monitoring of water quality and establishing BMPs to better the quality of the waterways.

C. Emergency Conservation of Water Resources

The South Florida Water Management District Water Shortage Plan has been created for the planning of potential impacts to the water supply in times of drought, infrastructure losses or other natural disasters. The Village will be required to follow the Water Shortage Plan, as well as direction from SUA as the water utility provider, in times of emergency.

D. *Conserve Soils*

The United States Geological Survey maintains data on the underlying soils of the Village as reflected in RCON-Map 2 attached. The developed area of the Village is mainly comprised of Arents (40%), Quartzipsamments (22%), and Basinger (11%), with smaller pockets of various other soil types, including muck and tidal soils within MacArthur State Park.

Erosion Factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Generally, east of Prosperity Farms road, the soils have a K-Factor of 0.02, the lowest score

possible. The Basinger soils to the west of Prosperity Farms Rd. have a slightly higher erosion factor of 0.05. Though erosion levels of the soil, type is low, shorelines and elevation changes will erode during storm events. The banks of the Earman River are much high than the water level. Where there are not mature plant, material to keep the banks stabilized, erosion has been identified to varying degrees. Lakeside Park often sees erosion of the natural shoreline after storm events and the Village has recently bolstered the dune with native grasses. A map has been created to identify the areas of erosion, OCON-Map 1.

No commercially valuable minerals are being mined or extracted in the North Palm Beach Planning Area. Some concentrations of coquina, dolomite, and sand exist below the surface but are located in developed areas.

Needs: The Village should continue to identify the hazards involved with soil erosion near the waterways. Though there is not much terrain or soils with high K factors, storm events can erode seawalls and embankments. There are no significant mining or agricultural operations within the Village limits that would diminish soil quality over the long term.

E. ***Wildlife Habitats***

The only areas of natural habitat are located within the JDMBSP and the waterways. The JDMBSP management plan lists the following endangered species within its boundaries:

<u>Reptiles</u>

- Loggerhead sea turtle (Caretta caretta)
- Green sea turtle (Chelonia mydas)
- Leatherback sea turtle (Dermochelys coriacea)
- Gopher Tortoise (Gopherus polyphemus)

<u>Mammals</u>

- Florida Manatee (Trichechus manatus latirostris)

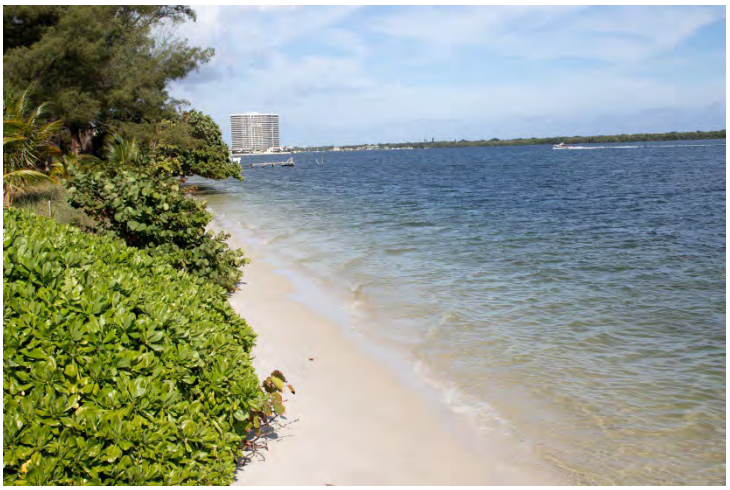
<u>Birds</u>

- Woodstork (Mycteria americana)
- Piping plover (Charadrius melodus)
- Little blue heron (Egretta caerulea)
- Reddish egret (Egretta rufescens)
- Snowy egret (Egretta thula)
- Tricolored heron (Egretta tricolor)
- Swallow-tailed kite (Elanoides forficatus)
- White ibis (Eudocimus albus)
- Merlin (Falco columbarius)
- Peregrine falcon (Falco peregrinus)
- Southern bald eagle (Haliaeetus leucocephalus)
- Worm-eating warbler (Helmitheros vermivorus)
- Osprey (Pandion haliaetus)

- Brown pelican (Pelecanus occidentalis)
- Black skimmer (Rynchops niger)
- American redstart (Setophaga ruticilla)
- Least tern (Sterna antillarum)

Fish

- Mangrove rivulus (Rivulus marmoratus)



The Village should support the continued designation of Manatee Protection Zones in the ICW and surrounding waters and the posting of manatee warning signs informing boaters that this species may be present. There are two State established Manatee Protection Zones that make up the waters of the Lake Worth Lagoon which require boaters to operate at lower speeds. These zones are defined in Chapter 68C-22.009, Florida Administrative Code. The Village is frequently used by the Florida Fish and Wildlife Conservation Commission and other agencies as an area for rehabilitated manatees to be released back into the wild.

There are six imperiled plants found within the Village limits, according to the JDMBSP Management Plan:

1. Golden leather fern (Acrostichum aureum)
2. Sea lavender (Argusia gnaphalodes)
3. Johnson's seagrass (Halophila johnsonii)
4. Burrowing four-o'clock (Okenia hypogaea)
5. Hand Fern (Ophioglossum palmatum)

Needs: Although the Village does not own and operate any natural area, many of the listed species of concern above will travel throughout the area and roost on the golf course or wade in the retention ponds. The Village should evaluate all potential locations of nesting birds, gopher tortoise burrows, or endangered plants on Village property and support their survival. All new development and redevelopment of existing properties should incorporate native plant materials to serve as habitat for native species.

F. ***Natural Areas***

There are no natural areas within the municipal limits owned and maintained by the Village, but a significant area of JDMBSP is comprised of maritime hammock, beach dune, and mangrove swamp habitats that are preserved by the State of Florida and designated as Conservation on the Village's Future land use RFLU-Map 1.

Beaches and Sand Dunes

All of the 18.6 acres of beach and dune areas are located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the goal of establishing processes for providing access to the general public while also preserving the viability of the sand dunes for storm surge protection.

Beach dune is a coastal mound or ridge of unconsolidated sediments found along shorelines with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora). The dunes range from a few feet above sea level to 20 feet tall.

They are classified by the JDMBSP Master Plan as good in the northern area where some sections have eroded and excellent in the southern end where wider sections of dune habitat exist.

Maritime Hammock

Maritime hammock is a coastal evergreen hardwood forest occurring in narrow bands along stabilized coastal dunes. Canopy species will typically consist of live oak (Quercus virginiana), red bay (Persea borbonia), and cabbage palm (Sabal palmetto). The canopy will typically be dense and often salt spray pruned. Understory species may consist of yaupon holly (Ilex vomitoria), saw palmetto (Serenoa repens), and/or wax myrtle (Myrica cerifera). Herbaceous groundcover will be very sparse or absent.

Mangrove Swamp

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine, and estuarine shorelines. The dominant overstory will include red mangrove (Rhizophora mangle), black mangrove (Avicennia germinans), white mangrove (Laguncularia racemosa), and buttonwood (Conocarpus erectus).

The estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate. The majority of this habitat is found within JDMBSP, but there are several instances of small mangrove clusters, such as the south shore of Anchorage Park along the Earman River.

G. ***Local Government cooperation***

The Lake Worth Lagoon is the only natural resource shared by other local municipalities and requires similar regulations to preserve the ecosystem and environmental benefits. The Lagoon is approximately 20 miles long. Palm Beach County coordinates the Lake Worth Lagoon Management Plan, last updated in July of 2021. The Plan seeks to connect stakeholders, initiate best management practices, monitor pollutant sources, and manage freshwater inflows. The Village should continue to support actions specified in the Lagoon Management Plan, especially as they relate to Village owned properties by encouraging the planting native of vegetation and restoring habitat where feasible.

H. Environmentally Sensitive Lands

There are no environmentally sensitive lands owned by the Village, but JMDBSP lands have a conservation designation according to the Future Land Use Map and have been identified on the Bays, Harbor, Rivers, Estuaries and Drainage Basins Map (RCM-MAP 1). Within the Lake Worth Lagoon, seagrass habitat has been destroyed by boat traffic and dredging over many years. Seagrass is one of the main food sources for manatees and a stable supply is crucial for their population survival. Additionally, seagrasses are effective in removing pollutants and excess nutrients from the water. The Lake Worth Lagoon Management Plan has established seagrass monitoring locations to assess the stability of the habitat. The latest management plan reported slightly declining seagrass areas over the period of 2013 to 2018.

FDEP has established dredging and development rules in 62-330, Florida Administrative Code. All proposed private and commercial docks shall submit a request to FDEP staff to analyze impacts to the existing seagrass beds. Each permit is reviewed on a case-by-case basis to allow marine vessel access to an upland property, while preserving the maximum amount of seagrass.

I. Hazardous Waste

FDH-PBC Hazardous Waste Program provides services to protect the citizens and visitors of Palm Beach County from adverse health effects attributable to improper generation and disposal of hazardous waste. Waste is classified as hazardous waste if it is specifically listed by EPA, or if the waste exhibits one or more of the following characteristics: ignitability, corrosiveness, reactivity, or toxicity. This program provides oversight of the generation and management of hazardous waste in Palm Beach County. Commercial facilities such as automotive body and repair shops, dry cleaners, laboratories, and hospitals generating hazardous waste are inspected for compliance and permitted through the County.

	Business	Owner	Address	Remediation Status
Dry Cleaners	L & M Dry Cleaners	John D Bols Separate Property Trust	210 US Highway 1	Open
	Sun Cleaners	Crystal Cove Commons, LLC	1201 US Highway 1	Hold
Automobile Service Station	Rocket Fuel	Izquierdos, LLC	100 US Highway 1	Active
	Mobile 1 Lube Express	Surfside Realty Group	9012 Alternate A1A	Active
	North Palm Beach Public Works	Village of North Palm Beach	645 Prosperity Farms Rd	Active
	Wheel Inn Seventy Six	Benjamin Private School, Inc.	11011 US Highway 1	Active

Source: Florida Department of Environmental Protection

There are no superfund sites within the municipal limits of North Palm Beach, but there are six (6) sites identified by FDEP as active in remediation efforts of various contaminants discharged on the property. The properties include two (2) dry cleaners and four (4) are automobile service stations. The properties deemed “active” are annually monitored by FDEP to confirm on-going compliance to a site that had previous violations. The “open” status means actions are currently being taken to remediate a contaminant.

J. Wetlands

There are no freshwater wetlands within the municipal limits according to the SFWMD, but there are three mangrove swamps established with a conservation easement: 1) The tidal waters of the Sanctuary Cove Apartments (1000 Sanctuary Cove Dr), 2) an easement encompassing the south shoreline of Anchorage Park; 3) the entirety of JDMBSP.

K. Land uses

The Village has established a Conservation land use category that applies only to the JDMBSP. The intent of this land use category is to conserve or protect natural resources of environmental quality. The following uses are permitted within this land use category:

1. Passive recreation;
2. Flood control;
3. Protection of quality or quantity of ground water or surface water;
4. Floodplain management;
5. Fisheries management;
6. Protection of vegetative community or wildlife habitats;
7. Residential and administrative buildings for the protection of the OS district;
8. Single-family dwellings with accessory buildings customarily incidental thereto.

All other future land uses allocate density and intensity to parcels of land. The Village should seek to locate compatible land uses adjacent to natural areas, parks and areas with potentially sensitive species. Uses such as gas stations, concrete plants, and industrial storage facilities known to cause environmental impacts should be restricted to areas away from Wellfield Protection Zones and waterways as much as feasible.

ANALYSIS AND RECOMMENDATIONS

The following categories have been provided as a summary of the recommended additions to operations or policies within the Village of North Palm Beach:

Protecting Air Quality-

- Eliminate open air burning, including yard waste and trash;
- Encourage reduction of fossil fuels in all Village operations;
- Coordination with other municipalities and government agencies, including FDH-PBC, to reduce airborne particulates within Village limits.

Protecting Water quality-

- Work with Palm Beach County to enact the recommendations of the Lake Worth Lagoon management Plan;
- Monitor the Village's stormwater system and enact updates in accordance with the stormwater master plan.
- Contribute to the NPDES reporting and reduction of pollutants in the waterways;
- Encourage less fertilizer usage from residential and village facilities along waterways.

Protection of Soils-

- Discourage harmful land uses that could cause chemical leaks and other hazardous spills;
- Aid PBC ERM in monitoring uses within wellfield protection zones;
- Enact erosion control measures along Village shorelines.

Protection of Habitat-

- Continue to support the environmental education and habitat management programs at John D MacArthur Beach State Park;

- Support the increase of seagrass populations by limiting dredging and development within known areas;
- Support the efforts of the Lagoon Management Plan where feasible;
- Encourage slow speeds for manatees throughout the Village waterways;
- Planting of native species for habitat restoration on Village properties

Overall development patterns-

- Discourage incompatible land uses near the waterways and wellfield zones;
- Monitor potential hazardous waste sites;
- Encourage natural area preservation, as opportunities arise, during the entitlement process for all development.

Recreation and Open Space

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities Element 9

DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach ("Village") was established in 1956 as an award winning master-planned community, containing three neighborhood parks within single family neighborhoods. By 1963, the municipal golf course was established and over the decades, additional facilities have been included to further bolster the quality of life for the residents of the Village.

The recreational facilities owned and operated by the Village currently total 198 acres, including the Community Center, the North Palm Beach Country Club, and Anchorage, Lakeside and Osborne parks. Forty-seven (47) acres are maintained by the Leisure Services Department which was created in 2022 as a combination of the Library and Parks & Recreation Departments. The Leisure Services Department is funded entirely by the general fund, generated from taxes and service fees levied by the Village. Grant funding is available for specific maintenance and facility upgrades but varies by year. For fiscal year 2023, Leisure Services expended $2,893,594.

The North Palm Beach County Club totals 151 acres and is a publicly accessible golf course owned and operated by the Village. The Country Club Department maintains the 18-hole golf course, clubhouse, community pool and tennis center. Funding is entirely through user fees, memberships and sales of food and equipment at the clubhouse.

The Village's advantageous location along the Intracoastal Waterway and the Lake Worth Lagoon provides many opportunities for residents to participate in the outdoors and experience the tropical climate of South Florida. Many of the Village's facilities lie along the waterways with access to swimming, fishing, boating and wildlife viewing contributing to the Village's motto, "the best place to live under the sun".

INVENTORY OF RECREATION AND OPEN SPACE FACILITIES

The following inventory of parks, open spaces, and recreation facilities is prepared in compliance with state requirements (Florida Statute 163.3177). The Village's classifications are comparable to both Palm Beach County and the State of Florida classifications for open space and recreation, and provide for the necessary modifications tailored to the unique features of the community and the Leisure Services Department's operations. The Recreation and Open Space Element of the Palm Beach County Comprehensive Plan was most recently updated by way of Ordinance Number 2012-22, effective 08/31/12. The element recognizes four (4)categories of public recreation: Countywide(Regional, Beach and District), Local-Level(Community and Neighborhood), Open Space, an d Recreational & Cultural.

The Village of North Palm Beach maintains a variety of recreation opportunities over 198 acres of park land located within the Village. The Village's parks and recreational facilities consist of athletic fields, community centers, parks & open spaces, playgrounds, beaches, a community garden and waterway access for boating and fishing. RROS-Map 1 reflects the location of all public recreation and open space facilities in the Village. The following inventory of the existing Village facilities are categorized into four (4) sections (Parklets, Neighborhood & Community Parks, Regional Parks, and Other) ranging in level of services provided and number of patrons anticipated to be served as well as level of Village involvement in managing the services. All property sizes were provided by the Palm Beach County Property Appraiser.

1. Parklets

Parklets are generally defined as facilities less than one (1) acre in size and provide a basic level of service with passive recreational activities. Typically located within residential neighborhoods to serve the immediate residents, these facilities may be maintained by the Village or private entities, but open to the general public. There are no active recreational uses, but they serve as green spaces to sit or walk within. There are currently two (2) properties within the Village that operate as a parklet: Prosperity Village Open Space and Monet Road Open Space. Prosperity Village Open Space contains a bench while Monet Road Park has no definable facilities.

Both properties are further specified in Table ROS-1 below:

Table ROS-1

Open Space	Acreage	Benches
Prosperity Village	0.07	1
Monet Road	0.15	--
Total	**0.22**	**1**

2. Neighborhood and Community Parks

Neighborhood and Community Parks are defined as facilities over one (1) acre in size and are located along collector roads with parking areas to capture a larger portion of the population than persons residing in the immediate vicinity. These properties may have athletic fields for organized sports as well as restrooms. They will typically serve a larger neighborhood or multiple small neighborhoods. All operations are open to the general public and maintained by the Village of North Palm Beach. There are currently six (6) facilities that meet the definition of Neighborhood & Community Parks, including the Country Club pool and tennis facilities used by residents daily and operate similarly to the other neighborhood and community parks.

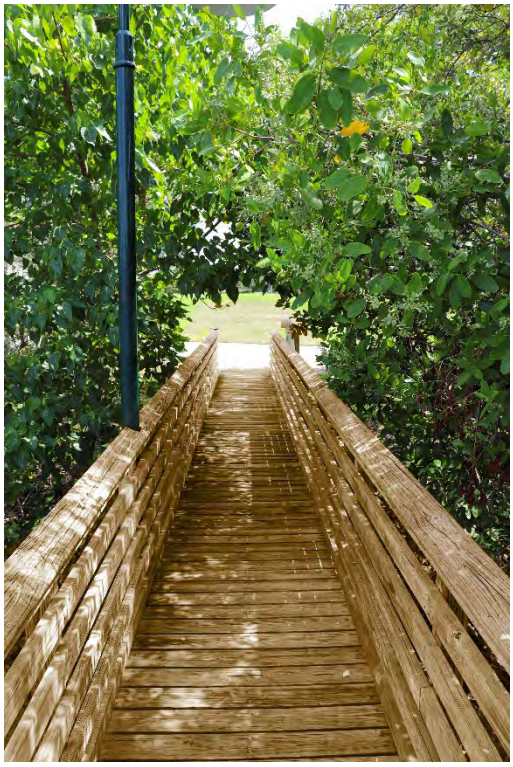


Table ROS-2 specifies the amenities at each park facility. Clarification of some of the categories is provided as follows. All courts are outdoor. The Swimming Pool is accessible for an entrance fee. Memorials are defined as having a plaque, small plaza, bench and flagpole. Indoor Multipurpose Space is defined as a room available for use for indoor sports, exercise classes, or organized events. The Community Center has wooden court flooring that can be used for various sports such as, but not limited to indoor basketball , volleyball, and badminton. The facilities at Anchorage Park and Osborne Park are much smaller and geared towards group classes and activities. Trails may be mulched or paved and can include fitness equipment.

Table ROS-2

Facility	Acreage	Playground	Tennis Court	Basketball Court	Volleyball Court	Soccer/ Football Field	Baseball/ Softball Field	Swimming Pool	Boat Ramp/ Kayak Launch	Fishing Dock
Anchorage Park	21.5	1	2	--	4	--	1	--	1	2
Lakeside Park	5.7	1	--	1	1	--	--	--	--	1
Osborne Park	6.9	1	--	1	--	--	2	--	--	--
Veterans Park	0.4	--	--	--	--	--	--	--	--	--
Community Center	12.7	1	--	3	1	3	1	--	--	--
Country Club Tennis and Pool	6.0	1	10	--	--	--	--	1	--	--
Total	**53.2**	**5**	**12**	**5**	**6**	**3**	**4**	**1**	**1**	**3**

Facility	Memorial	Dog run	Pavilion	Community Garden	Batting Cage	Racquetball/ handball	Indoor Multipurpose space	Ampitheater	Restrooms	Trails
Anchorage Park	--	3	9	--	--	--	1	--	2	1
Lakeside Park	--	--	2	--	--	--	--	--	--	1
Osborne Park	1	--	2	1	2	6	1	--	2	--
Veterans Park	1	--	--	--	--	--	--	1	--	--
Community Center	--	--	1	--	--	--	1	--	3	1
Country Club Tennis and Pool	--	--	2	--	--	--	--	--	2	--
Total	**2**	**3**	**16**	**1**	**2**	**6**	**3**	**1**	**9**	**3**

3. Regional Facilities

Regional facilities are defined as facilities over ten (10) acres in size and serving a as a destination for residents of Northern Palm Beach County. Though these types of parks typically contain large athletic fields, or nature trails, the Village's single Regional Facility is the North Palm Beach Country Club. The 18-hole golf course is owned by the Village and operated by the Country Club Department with paid entry to the general public. Near the golf course is a practice putting green, chipping green and driving range. Players also have access to a pro-shop and locker rooms. Reduced fees to use the course are available to residents and individuals with memberships. The clubhouse was rebuilt in 2019, after over 60 years in operation. The new building includes a restaurant and event venue overlooking the golf course.

Table ROS-3

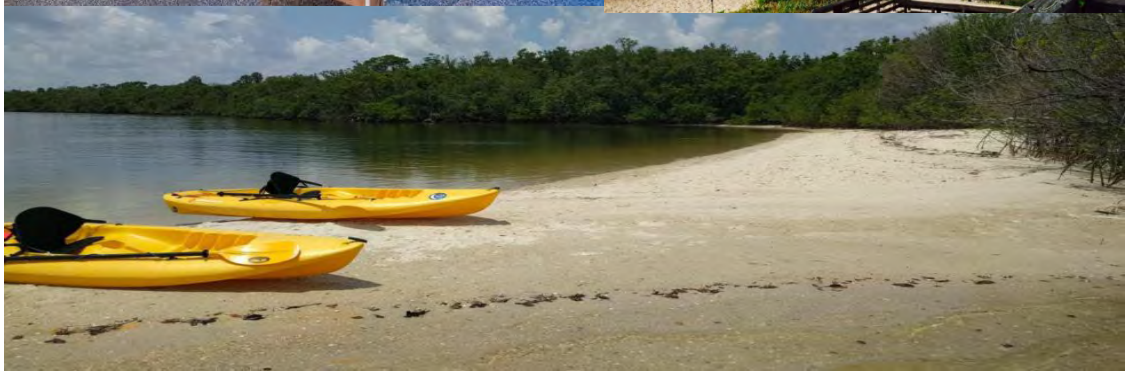
Facilities	Acreage	Golf Course	Trails	Restaurant	Restrooms
North Palm Beach Country Club	144.9	1	1	1	3
Total	**144.9**	**1**	**1**	**1**	**3**

4. Other Parks

John D. MacArthur Beach State Park (JDMBSP) is the only public recreational facility within the municipal limits of North Palm Beach, not operated by the Village. Though similar to a Regional Facility, serving as a destination for residents of northern Palm Beach County, JDMBSP receives separate funding and is regulated by the State of Florida. The Florida Department of Environmental Protection created a John D. MacArthur Beach State Park Management Plan ("Management Plan"), last updated on August 26, 2020. The Management Plan establishes an inventory of habitat and facilities, specifies programs for habitat preservation and public outreach, and outlines upgrades to facilities over time. There is an individual entrance fee for the general public. Memberships to all of Florida State Parks are available as well. Table ROS-4 specifies the many unique amenities offered in the park, including a nature center, kayak & paddleboard rentals, nature trails and beach access.

Table ROS-4

Facilities	Acreage	Playground	Swimming-open water	Boat Ramp	Fishing	Kayak/ Paddleboard	Trails	Pavilion	Restrooms
John D. McArthur Beach State Park	436.39	1	1	2	3	1	5	8	5
Total	**436.39**	**1**	**1**	**2**	**3**	**1**	**5**	**8**	**5**



OTHER RECREATIONAL FACILITIES

Schools

There are three (3) schools with athletic facilities within the municipal limits of the Village of North Palm Beach as reflected on the Schools Map (RROS-Map 2). The Conservatory School is the only public school, serving students in kindergarten through 8th grade. St. Clare Catholic School and the Benjamin School are both private, serving students in Pre-K-3 to 8th grade and kindergarten to 8th grade respectively. There is currently an agreement only with the Conservatory School for mutual usage of their facilities. Agreements are common between local governments and the Palm Beach County School District, but less common with private schools. The indoor gymnasiums specified in the table are similar to the Village Community Center Indoor multipurpose space, which may include basketball, volleyball, etc. The basketball courts column is specifically limited to those provided outdoors. Where multiple playgrounds are provided, they are for different age groups.

Table ROS-5

Private- Residential

Private recreation is defined as recreational facilities provided by independent residential developments. Many citizens have their recreational needs met in their neighborhood by private recreation amenities. An awareness of private recreational supply is a meaningful consideration to public recreational planning and service delivery. It should also be noted that the Village is supportive of these private facilities.

Streets and Sidewalks

Sidewalks provide a commonly used, but often forgotten, recreational amenity to most of the residents. All of the single family neighborhoods have sidewalks provided along at least one side of the street. Pedestrian accessibility is key to providing accessible parks and recreation facilities. If provided within the public right-of-way, the Village ensures the sidewalks are cleared of debris and, unimpeded by vehicles, and fixes cracks from adjacent trees. Though the street edges are designed as swales for stormwater

drainage, certain species of trees are permitted and provide beneficial shade to pedestrians. The full list of allowed trees, subject to locational approval by the Public Works Director, is available in Section 27-18 of the Village Code of Ordinances.

Waterways

North Palm Beach was designed to provide waterway access to as many residents as possible, whether they live on the water or near it. Lakeside Park, Anchorage Park, the Golf Course, and JDMBSP all front a different waterbody with varying levels of usability. Lakeside Park has a beach, but no swimming or boat launching. Anchorage Park has boat launching for motorized vessels, kayaks and the North Palm Beach rowing club with a fishing dock.

Though the Village maintains the residential canals through various dredging efforts, individuals are allowed to clear the area around a mooring location immediately adjacent to their property, subject to applicable local, state and federal laws. The Intracoastal Waterway main channel is maintained by the Florida Inland Navigation District. The Lake Worth Lagoon is monitored for various water quality metrics and habitat conditions by the State of Florida within JDBMSP and by Palm Beach County elsewhere. The Earman River is maintained by South Florida Water Management District for stormwater control. Through this intergovernmental joint effort in maintenance, the waterways are navigable, clear of debris and monitored for safe usage by the general public.

EXISTING CONDITIONS

The Village currently maintains 198.1 acres of neighborhood and community parks as well as the North Palm Beach Country Club (Table ROS-6). With 12,862 residents estimated in 2022 per Palm Beach County Planning Division, there is a current ratio of 15.4 acres of park lands per 1000 residents. An overall list is provided below.

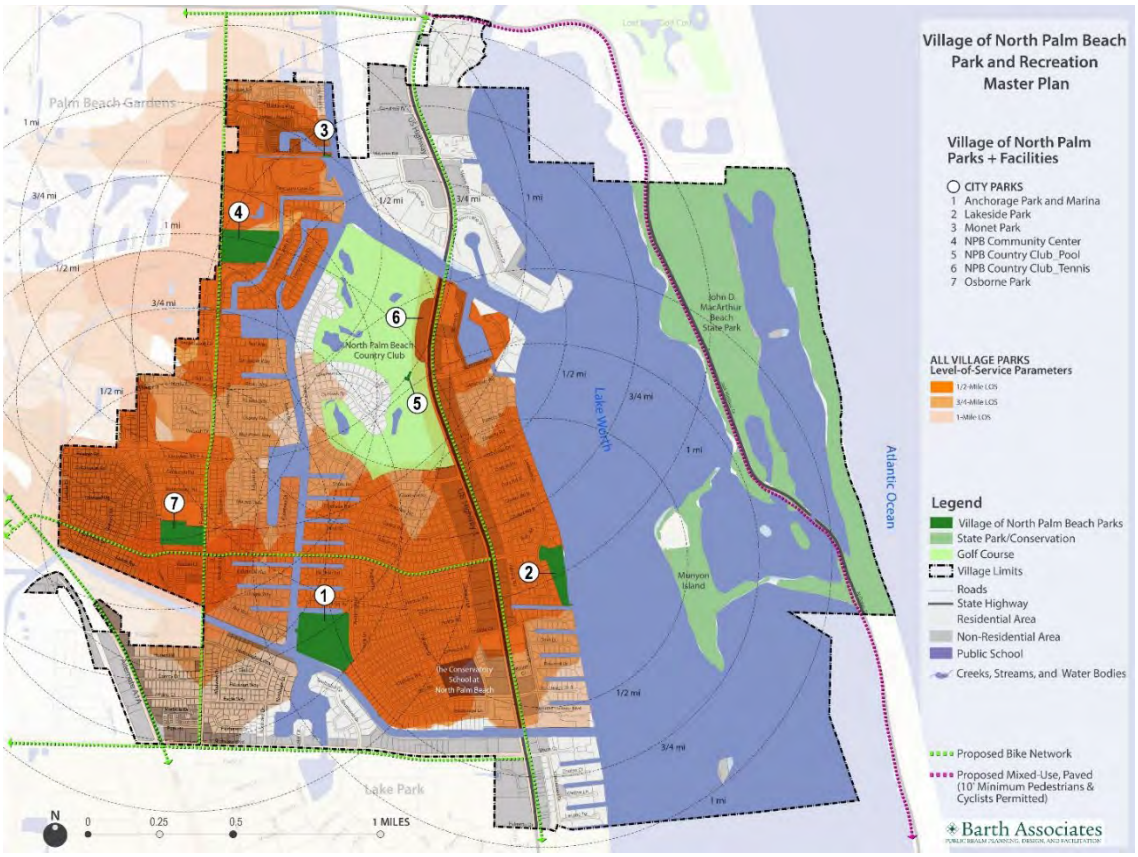
Table ROS-6

Facilities	Acreage
Anchorage Park	20.6
Lakeside Park	7.0
Osborne Park	6.9
Community Center	12.7
Veterans Park	0.4
Country Club Tennis and Pool	5.2
North Palm Beach Country Club	145.7
Total	**198.5**

A needs assessment was completed in 2021 by Barth Associates to identify existing facilities and potential expansion of services. An online survey was sent out to all residents with 751 participating. Additionally, interviews and focus group meetings were conducted with 61 participants. The findings were presented to the Village Council on November 18, 2021. The following information has been taken from the needs assessment.

The existing Level of Service (LOS) for the Village was established as the ratio of all public park spaces (minus the golf course) per 1,000 residents (using 2020 census data). The LOS was identified as 4.4 acres per 1000 residents. It was noted the National Recreation and Parks Association (NRPA) has established a median benchmark of municipalities at 6.8 acres per 1,000 residents making the Village deficient by 2.4 acres per 1,000. Map 1, below, was provided as part of the needs assessment to specify the location of all neighborhood parks (dark green). The traveling distance for residents to access neighborhood and community parks is specified in orange. The dark orange areas have sufficient access to a local park, while the light orange areas would have to travel over one-half mile. The deficient properties are located south of the Earman River and north of the Intracoastal Waterway, but many of these are multifamily residential communities with private recreational facilities.

Map 1



There were 4 key recommendations provided by the needs assessment: Create a bicycle and pedestrian master plan to better connect facilities, increase certain amenities per the survey of residents, further maintain the parks by upgrading structures, and provide special events.

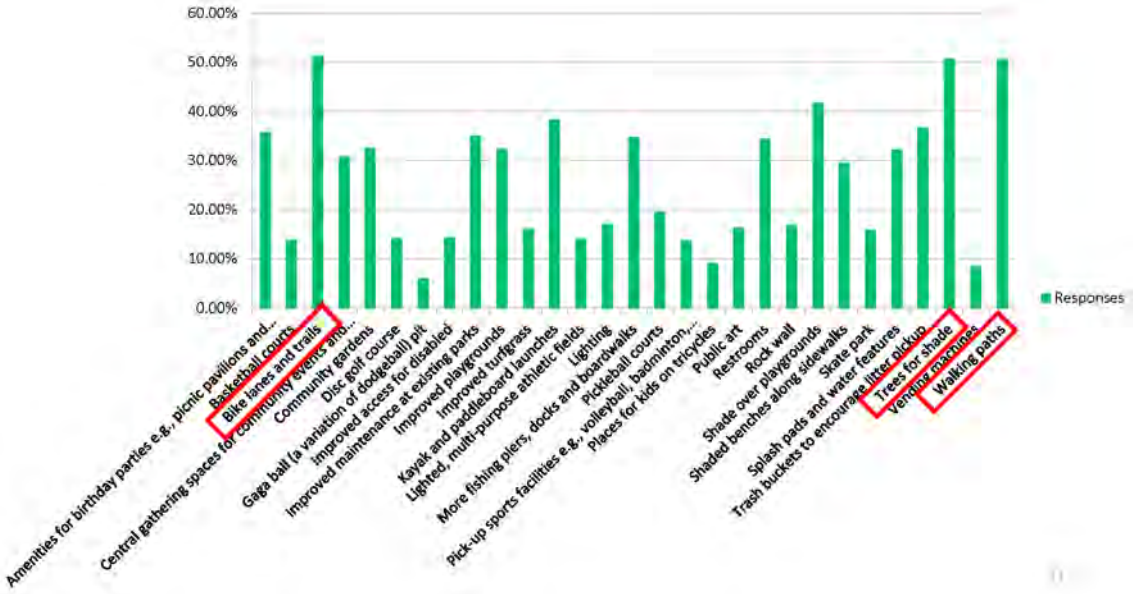
1. Bicycle and Pedestrian Master Plan

Sidewalks have been provided on both sides of all Village residential streets as required in the initial design of the Village. Some streets that were annexed into the Village have gaps in connectivity as well as sidewalk widths that could be expanded to better accommodate the public. A pedestrian master plan was recommended within the needs assessment to identify the gaps and plan for future development. Map 1 identifies the major thoroughfares (green lines) that could be improved to accommodate a bike network to connect neighborhoods and community facilities.

2. On-line Survey

The online survey of residents was conducted through outreach on social media, the website and the Village newsletter yielding 751 participants. Table ROS-7 shows the results of the survey with bike trails and walking paths highlighted as the top two responses necessitating the creation of the bicycle and pedestrian master plan. Also highlighted is the addition of shade trees and shade structures over playgrounds. Below are the results of the survey which listed potential overall improvements to the Village's parks. The residents checked all that they supported.

Table ROS-7



Responses were also collected to identify improvements needed in five (5) specific parks owned and operated by the Village. The top response for Anchorage Park, Osborne Park and the Community Center was the addition of shade trees. The top result for Lakeside Park was the desire for a restroom facility and the top result for the Country Club was to have discounted entry fees for residents. See Table ROS-8 below for the entire list of results.

Table ROS-8

Survey Results- Top 5 Park Improvements					
	Anchorage Park	**Osborne Park**	**Lakeside park**	**Counry Club Tennis and Pool**	**Community Center**
1	Trees for Shade	Trees for Shade	Restrooms	Discounts for residents	Trees for Shade
2	Improved playground with shade	Walking paths	Additional parking	food-truck nights	Improved playground
3	Kayak and paddleboard launch	Restrooms	Resident Parking Sticker/passes	Resume pool parties, social events	Community garden
4	Trash buckets	Improved Playground	Foot-washing station	Summer Memberships for Families	Shades benches along sidewalks
5	Ampitheater/ stage	Splash Pad	Improved Playground with shade	Lighted walking and biking trail around golf course	Archery range

It should be noted that there are master plans currently in development for Osborne Park and the Community Center to build on these survey results and establish what can be added in the near future. Since this survey was completed, additional trees and a new playground were added to Anchorage Park. The Country Club does offer resident discounts, including memberships for families and social events.

3. Park Maintenance

The third recommendation provided in the needs assessment was the maintenance of current parks space including but not limited to updating irrigation systems, improving pathway lighting, upgrading sport courts, repairing fencing and replacing sod. It was recommended that an Annual Asset Management (repair and replace) plan be created for the analysis of upgrades that need to occur. Funding can be achieved through federal and state improvement grants.

4. Programs and Special Events

The survey participants identified various programs that they would like to see offered within the Village park facilities. The top requested response (34% of the vote) was for Kayak & paddleboard programs, including rentals and group outings. Nature & Environmental programs, offering educational opportunities for families secured 27% of votes. Organized walking groups and community service & volunteering events received 26% each.

In order to enact the programs expressed by this survey, potential suggestions were given by the Needs Assessment consultant. A paddle board rental station or partnership with JDMBSP would help the desire to have kayak and paddleboard availability. Community services opportunities may include organized beach cleanups or assistance with the Village Library. To provide nature and environmental programs, a community garden was created at Osborne Park, following this survey. Youth Sports were discussed in focus groups and it was determined there is a need for non-competitive sports programs for younger children (ages 3-5) in the area.
Special events are already common at many of the Village parks including Heritage Day, Fourth of July, boat parade, fishing tournament, haunted house at the library and many more. It was recommended to expand the accessibility, receive partnerships for resources and funding, and ensure events are provided for all age groups on a monthly basis.

FUTURE OPPORTUNITY ANALYSIS

The needs assessment has established the need to create a Parks Master Plan for future development of the facilities in the Village as well as a Bicycle and Pedestrian Master Plan to connect the community. Both plans should identify the accessibility of the parks for all age-groups and income levels.

Level of Service (LOS)

As specified in the needs assessment, the existing LOS for the Village is 4.4 acres per 1000 residents (excluding the Country Club). The Village previously established a LOS for individual sports and activities,

rather than a comprehensive aggregation of minimum acreage. The previous method of establishing the LOS is considered to be too restrictive to meet the changing demands of the public and fluctuating sources based in part on grant funding. Therefore, the adopted level of service should focus on the overall need for developed public park facilities per resident.

The LOS shall be defined as all maintaining the current level of neighborhood and community parks, as well as parklets, per 1000 residents. The total acreage of all facilities equals 53.42 acres and the total population as of 2022 is 12,862 yielding an existing LOS of 4.15 acres per 1,000 residents. This differs from the needs assessment due to population growth and differing measurements of facilities.

Of the municipalities in South Florida that have established an overall level of service, they vary in size from 2 acres per 1,000 residents in Lake Worth Beach, 3 acres per 1,000 residents in Greenacres and Stuart, and up to 15 acres per 1,000 residents in Vero Beach. The small number in Lake Worth Beach was established because there is little land available to increase park space while Vero Beach has over 800 acres of public open space that greatly increases the ratio to the current population.

Though the proposed LOS ratio is derived from the neighborhood parks only, the existing park space calculated to meet the needs of the community includes the JDMBSP. The park provides beach access, kayak launches, hiking trails, a nature center and other recreational facilities utilized by the residents and supported by the Village through emergency services. As shown in Table ROS-9 below, the addition of JDMBSP to the existing recreation area calculation creates a surplus of 436 acres.

Per Palm Beach County Planning Division population estimates, the Village is expected to increase by 641 residents between 2022 and 2035. The population estimate is determined by analysis of historic growth trends throughout the Village and does not factor in the change in regulations or specific development projects proposed. In order to maintain the existing level of service over this period, an additional 2.62 acres is required. See Table ROS-9 below for reference.

Table ROS-9

Year	Population	Acres		
		Level of Service (4.15 ac/ 1000)	Existing Recreation	Deficit/ surplus
2022	12,862	53.4	489.81	436.43
2025	13,053	54.2	489.81	435.64
2030	13,297	55.2	489.81	434.63
2035	13,503	56.0	489.81	433.77

Since the Village is currently built out except for a few vacant parcels, there is not likely to be a new neighborhood and community park provided at the minimum 1 acre threshold. Most additional recreation space will likely come from parklets, such as the land dedicated from the creation of the Prosperity Village planned development in 2022. There may be additional opportunities for small park spaces on other Village properties or rights-of-way that can be identified through an open space analysis.

Requirements of Development

There are two ways to increase park lands within the Village. Dedications from private land owners or purchase of lands by the Village. New residential development is encouraged within the limits of the Village, but the LOS will be affected. To maintain the LOS, developments should be required to provide on-site recreation and open space for the proposed development. A cash out option may be considered and approved by the Village Council. The Code of Ordinances, Section 36-23 “Public Sites and Open

Spaces" currently requires subdivisions to dedicate 5% of the gross land area or pay an amount equal to the fair market value of that portion of land. With an established LOS of 4.15 per 1000 residents, an amendment to the Ordinance should be considered to be applicable to all residential development that may not need a subdivision.

Impact fees are currently being reviewed by the Village to be imposed on all new residential developments to offset the cost associated with meeting the LOS for future residents. The impact fees may be used by the Village to purchase property for future park lands. Though there are few undeveloped acres available within the municipal boundaries of the Village, properties may be redeveloped to become active recreation space. Of the properties in the immediate annexation area, none have been identified for potential parks or conservation. Some properties are currently vacant or underutilized and could be purchased to be repurposed for public park facilities.

The Village should remain open to, and perhaps actively pursue, opportunities for expanding its parks system through the donation of land. While the benefits of such acquisitions must be evaluated in terms of populations served, accessibility, development and maintenance costs, etc., donations remain a desirable acquisition alternative for the future.

Funding Sources

Additional grant funding is available through the Florida Recreation Development Assistance Program (FRDAP). "The purpose of this program is to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreational purposes." In the past, the Village has also used The Recreational Trails Program (RTP), Land and Water Conservation Fund Program (LWCF), and Florida Inland Navigation District (FIND) grant funding for park improvements. In order to offset the rising costs of maintenance and park development, the Village will continue to pursue these allocations of funds made available by the federal and state governments for future development and land acquisition.

Access

All facilities should be accessible to the general public with special considerations given in the design of any future amenity to all age groups, abilities and mobilities. The disabled population often requires special recreation opportunities. The Village recognizes a shared responsibility with other governmental entities to provide opportunities for all. Facilities such as special exercise courses and trails should be included in community parks and some neighborhood parks. Special trails can also be constructed for the enjoyment of disabled persons. At the very least, all facilities should be accessible.

Senior citizens sometimes encounter access difficulties and may prefer to enjoy their leisure apart from youths and children. Planning with senior citizens in mind should translate into the provision of adequate access and facilities for the pursuit of leisure activities.

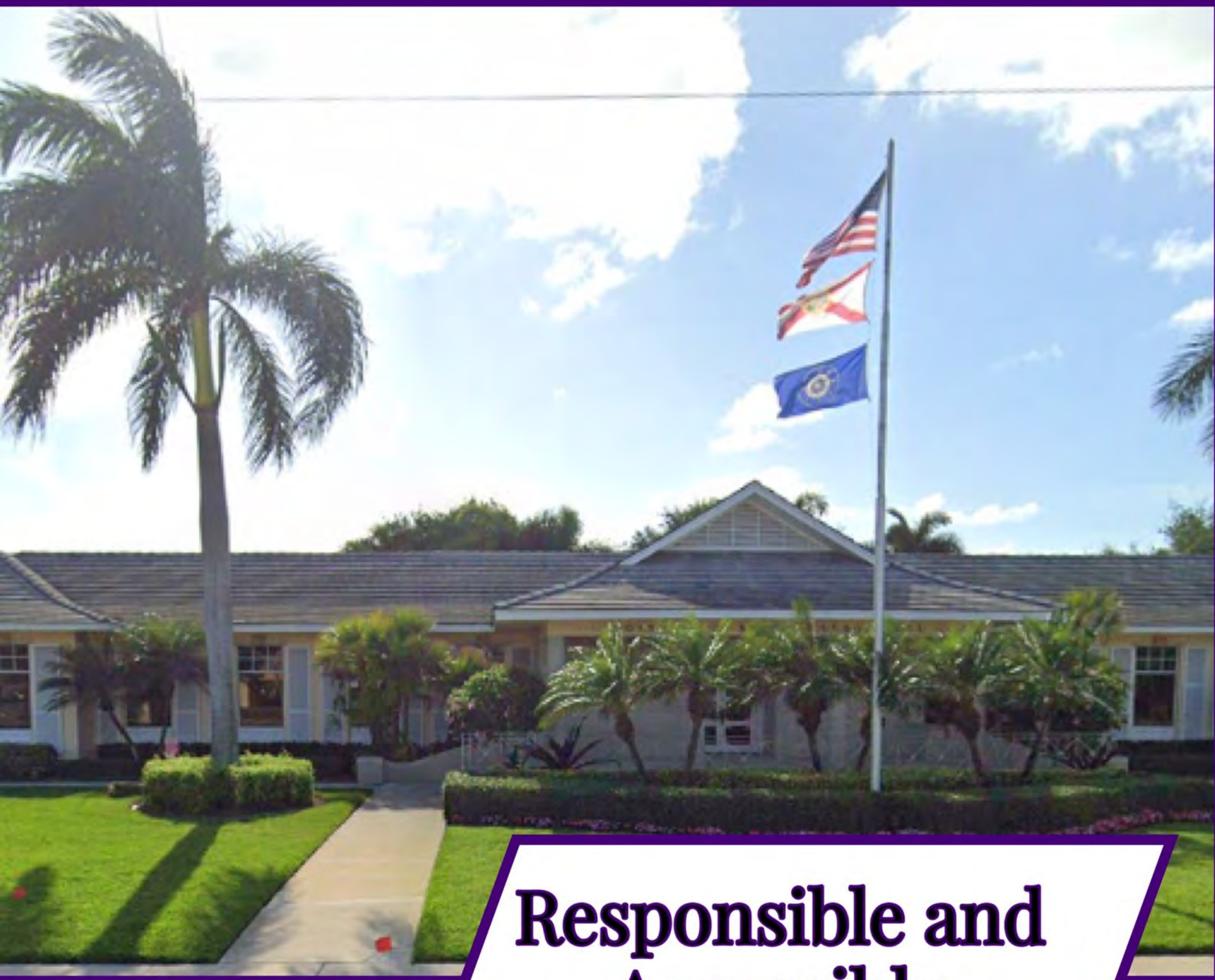
Planning for future recreational facilities and parks should take into account the special barrier-free accessibility needs of disabled persons and of the elderly. Accessibility requirements include wheelchair ramps, railings, restroom facilities designed to provide access to the handicapped and other facilities constructed to allow safe use by all.

Another group to consider is children. They require specific recreational facilities and opportunities. Playground equipment in parks would help meet the demand of this younger age group for recreation opportunities, as well as sport fields and similar activities.

SUMMARY

The Village is continuously working to improve the Recreation and Open Space facilities for the residents. Each park is planned to develop a long term master plan for future growth and development. This will ensure that each space efficiently reaches its full potential to serve the community. As the demographics and activity trends change over time, the Village should be prepared to modify fields, courts and buildings to provide services that residents desire.

It is the goal of the Village to maintain the North Palm Beach Country Club as a publicly owned and accessible facility for future generations to enjoy. The financial and practical sustainability of the facilities is of great concern without a formal plan in place. Lakeside Park is currently maintained as a popular passive, neighborhood park with limited parking and no restrooms. Anchorage Park needs to effectively balance residents' desires for an expanded boat storage area with active recreational uses. With these large issues remaining, additional planning needs to be completed, and in-depth discussions on each topic need to be had, to successfully enhance and continue to expand offerings within the parks of the Village of North Palm Beach.



Responsible and Accessible Government

- Intergovernmental Coordination
- Property Rights

Intergovernmental Coordination

Data and Analysis

Chapter 4: Responsible and Accessible Government

Element 10

DATA & ANALYSIS

INTRODUCTION

One of the principal tenets of the Growth Management Act is to improve coordination and cooperation among the various levels of government and, in some cases, with the private sector. The purpose of the Intergovernmental Coordination Element is to identify and analyze principles and guidelines to be used in the accomplishment of the goals, objectives and policies of the North Palm Beach Comprehensive Plan through coordination with the Palm Beach County School Board, the adjacent local governments, and regional and state agencies. The citizenry in North Palm Beach is affected by the actions of other governmental agencies in Palm Beach County, the West Palm Beach metropolitan area, and the state, and this element exists to identify and resolve any incompatibilities that may be proposed.

Many formal and informal networks of information and coordination currently exist between the Village of North Palm Beach and other governmental units and agencies. These units and agencies often participate in some phase of planning involving land use and/or the provision of services necessitating coordination with Palm Beach County. The following section provides an inventory of these information and coordination networks among the Village, Palm Beach County and adjacent counties, local authorities and special districts, regional authorities and districts, state agencies, and federal agencies

This Element is organized into two principal sections. The first section provides an inventory of existing intergovernmental coordination arrangements between the Village of North Palm Beach and other governmental entities. The second section provides an analysis of these arrangements and their current effectiveness. A discussion of the intergovernmental issues that would benefit from improved cooperation and/or coordination is also provided

INTERGOVERNMENTAL COORDINATION METHODS

Federal Regulations

Although the Village coordinates and participates with a variety of entities, there are no federal regulations governing intergovernmental coordination. Most entities realize the importance of identifying and resolving incompatible goals, objectives, and policies and, therefore, voluntarily include processes and procedures that benefit the coordination efforts between parties.

State Regulations

Florida Statutes Chapter 163

Chapter 163 of the Florida Statutes contains the State's Local Government Comprehensive Plan and Land Development Regulation Act. The Act provides the Village of North Palm Beach with the authority to plan for future development and growth and to adopt and amend a comprehensive plan. Section 163.3177(6)(h), Fla. Stat., describes the provisions required within the Intergovernmental Coordination Element of the local comprehensive plan. This type of element demonstrates consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require.

Florida Statutes Chapter 187

Chapter 187, State Comprehensive Plan, contains many policies which impact intergovernmental coordination, including land use, public facilities, transportation, government efficiency, and plan implementation. The Intergovernmental Coordination Element must also be compatible with the State Plan. Local Regulations

Other Agreements

Interlocal Agreements

Intergovernmental agreements allow governments to cooperate with one another in the performance of tasks, thereby reducing a duplication of services and possibly increasing cost efficiency. Agreements are in place between the County, School Board, and other entities in an effort to better coordinate such things as utility locations, concurrency, and school facility siting and planning.

Mutual-Aid Agreements

Mutual-aid agreements are in existence to assist the member entities in road maintenance, aid to libraries; water interconnects in times of need, dredging, public safety services, and social services.

CONFLICT RESOLUTION

Even with the best communication and coordination mechanisms in place, conflicts will invariably arise. To address this concern, in 1989 the Countywide Planning Council was established "to coordinate the land use planning process of all governments within the County and to establish a cooperative effort that will

resolve or prevent incompatibilities and conflicts among local governments' land use planning efforts". Coordination of the thirty-eight land use plans was to have occurred through the Countywide Planning Council, however, in 1991, under provisions within the Charter, the Council was

sunsetted by a majority of the municipalities and efforts to reinstate the Council through a ballot measure was not approved by Palm Beach County voters.

Following the defeat of the countywide referendum, the municipal planning directors within the County created a substitute organization with the purpose to establish a countywide comprehensive plan amendment coordinated review process. In October 1993, the Multi-Jurisdictional Issues coordination forum and the Comprehensive Plan Amendment Coordinated Review Process (IPARC) were established through the execution of two Interlocal Agreements. Current program membership includes the County, 31 municipalities, the School Board, South Indian River Water Control District, Lake Worth Drainage District, Indian Trail Improvement District, Jupiter Inlet District, Loxahatchee River Environmental Control District, Loxahatchee Groves Water Control District, and the Northern Palm Beach County Water Control District.

The purpose of IPARC is:

1. To achieve coordination of local comprehensive plans in accordance with Part II of Chapter 163, Florida Statutes. Palm Beach County

2. To establish an intergovernmental coordination program for reviewing proposed changes to adopted comprehensive plans with minimal bureaucracy and expense.

3. To provide an opportunity to resolve potential disputes with the least amount of infringement upon existing processes.

The Intergovernmental Program provides an ideal structure for addressing intergovernmental conflicts and also serves as a means to organize local governments to address multijurisdictional issues.

The Village has established a policy to use IPARC to address conflicts but the Treasure Coast Regional Planning Council (TCRPC) has informal mediation procedures for resolving conflicts between adjacent jurisdictions if other efforts have failed.

INVENTORY AND ANALYSIS

This section provides a description of the connections between various governments and other entities. It discusses the mechanisms that assist planning bodies and activities. Table A.1 summarizes the numerous coordination efforts, interlocal agreements, and the quasi-judicial relations that the Village undertakes to provide its residents with the best level of service available.

(1) Local Coordination

Public Safety Answering Point (PSAP) – The Village of North Palm Beach currently possesses its own police and fire rescue services that maintain jurisdiction over all lands located within Village limits. However, the City of Palm Beach Gardens Police Department manages the Northern Municipal Regional Communications Center, otherwise known as NorthCom, which is the primary PSAP for the Village and dispatches all police incidents directly. Fire Rescue incidents are transferred to a secondary PSAP, that being Palm Beach County Fire Rescue for dispatch.

Palm Beach County School Board – This coordination was formerly accomplished through a mandatory school concurrency process. The Florida Legislature made school concurrency optional in 2011 with the passage of the Community Planning Act. The same year, the original Palm Beach County Interlocal Agreement (ILA) for School Concurrency expired. The School Board, the Board of County Commissioners and the League of Cities charged IPARC with updating the existing ILA. The group opted to implement an alternative to School Concurrency, called the School Capacity Availability Determination (SCAD), and recommended entering into a new interlocal agreement for coordinated planning. The revised Interlocal Agreement (ILA) was approved and adopted by the School Board in August 19, 2015, and by the Palm Beach County on December 15, 2015. The Village signed onto the Interlocal Agreement. Local government signatories of the agreement are required to incorporate the School Board 5-Year Capital Facilities Plan into their comprehensive plans annually, without any funding obligation as well as coordinate and share information for planning purposes, including school's population projections and local governments' development and redevelopment proposals. The School Board may appoint non-voting representatives to local governments' land planning agencies, who will attend meetings and public hearing hearings at the discretion of the School Board.

School Capacity Availability Determination (SCAD) Pursuant to the ILA, School Capacity Availability Determination (SCAD) was established to replace school concurrency. Per the SCAD, School District staff would conduct an analysis regarding the impacts on local schools, including potential boundary changes, and make recommendations that could be incorporated as conditions of development approval, dependent upon the local government approving Board. The County was subdivided into 20 Planning Areas as part of the SCAD process. The School Capacity Availability Determination (SCAD) process includes all public schools in Palm Beach County. It entails reviewing the impact of proposed comprehensive plan amendments, and/or development orders on existing public schools and planned and funded schools. Through SCAD, District staff evaluates the direct impacts to schools actually serving

proposed development as well as any planned additional capacity. SCAD review provides realistic information on impacts to schools. It uses 100% utilization of Florida Inventory of School Houses (FISH) capacity. If capacity is not available at the direct school serving the proposed development, then capacity at adjacent schools in the same planning

area is reviewed. Complete choice schools are not included in the evaluation for school impacts.

Palm Beach County - Located on the southeast coast, Palm Beach County is the largest of Florida's 67 counties. There are 39 municipalities within the County encompassing a total of 337 square miles, or approximately 17% of the County's land area. As of FY 2024, an estimated 57% of the County's population resides within the municipalities. The County and its independently elected constitutional officers provide a full range of services, including law enforcement, tourist development, fire rescue, conservation and resource management, public improvements, human services, parks and recreation, cultural facilities, planning and zoning, public transportation, economic development, property tax assessments and collections, official recordkeeping, court-related support functions, and financial services, including the investment of public funds and financial reporting. The County also operates two business enterprise activities: The Department of Airports and the Water Utilities Department

Northern Palm Beach County Improvement District (NPBCID) - The Northern Palm Beach County Improvement District is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes parts of Unincorporated Palm Beach County, Tequesta, Jupiter, Juno Beach, North Palm Beach, Palm Beach Gardens, Lake Park, Mangonia Park, and West Palm Beach. Special Districts are unlike municipalities and counties in that some of them, including Northern, collect revenue from non-Ad Valorem assessments. This means that the amount of the assessment is not based on the value of the property. Assessments are paid solely by landowners benefiting from the services that Northern provides. The assessments collected do not duplicate services provided by other municipalities or districts and revenues can only be used for purposes authorized in its legislation. Some of the services that Northern provides are: storm water management; right-of-way maintenance including roadways and sidewalks; maintenance of canals, waterways and lakes; water quality monitoring; environmental mitigation and management, permit and plat review; and hurricane response and emergency operations.

(2) Regional Coordination

Treasure Coast Regional Planning Council (TCRPC) - The Treasure Coast Regional Planning Council (TCRPC) is the regional planning agency responsible for the implementation of powers and duties pursuant to Chapter 186, F.S., for Palm Beach County and the Village of North Palm Beach. The TCRPC, located in Stuart, has regional planning jurisdiction in the counties of Indian River, Martin, St Lucie and Palm Beach. The TCRPC is responsible for the development and

implementation of the Strategic Regional Policy Plan and has the authority to regulate Developments of Regional Impact (DRI). The Village of North Palm Beach coordinates with the TCRPC to provide the documentation for the local comprehensive plan amendments. As a member community, the Village of North Palm Beach may utilize the TCRPC for dispute resolution, as needed. The Village's Comprehensive Plan must ensure consistency with the TCRPC's Strategic Regional Policy Plan. The TCRPC-TAC is an important forum for the exchange of information of common interest (e.g., DEO rules) and communication with state agencies. Lastly, the TCRPC staff is an important source of technical assistance on a wide variety of planning issues ranging from hurricane evacuation to housing.

South Florida Water Management District (SFWMD) – The South Florida Water Management District (SFWMD) is a regional governmental agency created in 1949 that manages water resources in the southern half of the State of Florida. This authority has regulatory control over all water-based resources within its jurisdiction, including but not limited to, wetland conservation, water supply planning, aquifer water withdrawals, stormwater treatment, and policy coordination.

Palm Beach County Transportation Planning Agency (TPA) – This organization is an intergovernmental transportation planning agency required by state and federal law in urbanized areas with populations of more than 50,000 in order to plan, prioritize, and fund the transportation system. The TPA Board consists of elected officials from Palm Beach County, elected officials from the largest fifteen Palm Beach County municipalities, and a Port of Palm Beach Commissioner. Its staff implements the TPA Board's policies. The TPA is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process through the development of a Long-Range Transportation Plan, Transit Development Plan, and 5-year Transportation Improvement Plan.

(3) State Coordination

Florida Department of Economic Opportunity (DEO) - The Florida DEO, previously known as the Florida Department of Community Affairs, assists the Governor in advancing the state's economic development vision. It administers state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In 2011, the legislature revised the procedures for the submittal and adoption of comprehensive plan amendments, allowing local governments to have more discretion in determining their future development by implementing an expedited State review process, which shortens the review time and allows for submittal of amendments throughout the year, removing the twice per calendar year limitation.

Florida Department of Environmental Protection (DEP) - The merger of the Florida Department of Environmental Regulation and the Florida Department of Natural Resources (FDNR) resulted in the creation of Florida Department of Environmental Protection (FDEP). FDEP is the lead agency in state government for environmental management and stewardship. Its main objectives are to protect and manage Florida's air, water, and land. The FDEP is divided into three primary areas: regulatory programs; land and recreation; and planning and management. Its priorities include restoring the Everglades; improving air quality; restoring and protecting the water quality in our springs, lakes, rivers and coastal waters; conserving environmentally-sensitive lands; and providing

citizens and visitors with recreational opportunities, now and in the future. While the FDEP had a role in planning and plan amendment review, its relationship with the Village of North Palm Beach was based primarily on plan implementation. Managing the impacts of continued growth on the natural environment is a FDEP concern that reaches many elements of the Comprehensive Plan. The Village's relationship with the FDEP is important and affects the Infrastructure, Capital Improvements, Conservation, Coastal Management, and Future Land Use Elements, especially as the Village continues to redevelop.

Florida Department of Transportation (FDOT) - The Florida Department of Transportation (FDOT) has a major role in the planning and implementation of the transportation components of the Comprehensive Plan. This role affects the planning and implementation of the Future Land Use Element as well, although to a lesser extent since that element must reflect an adequate ability to move people and goods. There are six districts under FDOT, and the Village lies within District Four, Southeast Florida. FDOT District Four covers Broward, Indian River, Martin, St, Lucie and Palm Beach Counties.

Florida Fish and Wildlife Conservation Commission (FWC) - This agency is responsible for classifying habitat areas throughout the state and for preserving listed plant and animal species. Its responsibility includes the managing of fish and wildlife resources for their long-term well-being and for the benefit of people. Included under the executive director's supervision is the Fish and Wildlife Research Institute (FWRI) (http://myfwc.com/research/). The Florida Statutes charge the FWRI with these responsibilities: 1. Monitoring marine and freshwater resources, wildlife, and habitats; 2. Developing and implementing techniques for restoring plant and animal species and their habitats; 3. Providing technical support when oil spills and human related or natural disasters occur; 4. Monitoring red tide and providing technical support for state and local government public health concerns; and 5. Providing fish and wildlife research technical results to state and local governments.

Environmental Health, Florida Department of Health (formerly the Florida Department of Health and Rehabilitative Services) - Environmental Health is a State agency that works to prevent diseases of environmental origin. Environmental Health activities focus on prevention, preparedness, and education, and are implemented through routine monitoring, education, surveillance, and sampling of facilities and conditions that may contribute to the occurrence or transmission of disease. Although the former agency HRS was a large state agency focused primarily on human services, it was also responsible for the permitting of septic tanks. North Palm Beach was not directly involved in septic tank issues, but was indirectly involved with the Department's review of sanitary mains or other related facilities prior to installation.

Florida Division of Emergency Management (FDEM) - The Florida Division of Emergency Management (FDEM) plans for and responds to both natural and man-made disasters. These range from floods and hurricanes to incidents involving

hazardous materials or nuclear power. The division prepares and implements a statewide Comprehensive Emergency Management Plan, and routinely conducts extensive exercises to test state and county emergency response capabilities in concert with their partners, FEMA and the State Emergency Response Team (SERT). The FDEM is tasked with implementing mutual aid programs at the local, state, and federal level. These programs are components of emergency response planning, management, and recovery operations. The Village is a signatory to the Statewide Mutual Aid Agreement (SMAA) managed by FDEM.

Florida Inland Navigation District (FIND) - The Florida Inland Navigation District is a special taxing district that, along with the US. Army Corps of Engineers maintains and manages the federally authorized Intracoastal Waterway (ICW). FIND conducts dredging projects to ensure safe and accessible navigation along the IWC; provides upland land parcels for management of dredged material; and provides grants for waterway-associated projects in the 12 counties along the Atlantic IWC from the Florida/Georgia state line down through Miami-Dade County.

(4) Federal Coordination

Federal Communications Commission (FCC) The intergovernmental coordination with the Federal Communications Commission (FCC) is rather limited. It is restricted primarily to regulations affecting the height of transmission towers or receiving antennae, or the location of transmission lines or other communication infrastructure. The near-term review of the Village's Land Development Regulations (LDRs) has recognized FCC jurisdiction and rules that preempt local legislation.

Environmental Protection Agency (EPA) - The relationship between the Village and the U.S. Environmental Protection Agency (EPA) involves the agency's responsibilities for prescribing quality standards for potable water, sanitary sewer operations, and stormwater quality. The permitting and monitoring processes continue to provide the opportunity for regular coordination between the EPA and the Village regarding infrastructure, conservation, coastal management, and future land use.

Army Corps of Engineers (USACoE) - The Army Corps of Engineers (USACoE) has jurisdictional responsibility over the navigable waters of the United States and over wetlands. Clearing and filling activities in wetlands require permits from the USACoE. Dredging, filling, and construction activities in the Intercoastal Waterway all require permits from USACoE as well.

Federal Highway Administration (FHA) - The Federal Highway Administration (FHWA) is an agency within the U.S. Department of Transportation that supports state and local governments in the design, construction, and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands Highway

Program). Through financial and technical assistance to state and local governments, the Federal Highway Administration is responsible for ensuring that America's roads and highways continue to be among the safest and most technologically sound in the world.

On November 15, 2021, the U.S. President signed the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") into law. The Bipartisan Infrastructure Law is the largest, long-term investment in infrastructure and economy in our nation's history. It provides $550 billion, over fiscal years 2022 through 2026, for new Federal investment in infrastructure projects, including roads, bridges, mass transit, water infrastructure, resilience, and broadband. New programs under the Bipartisan Infrastructure Law focus on key infrastructure priorities such as rehabilitating bridges in critical need of repair, reducing carbon emissions, increasing system resilience, removing barriers to connecting communities, and improving mobility and access to economic opportunity. Many of the new programs include eligibility for local governments and MPOs. Additionally, the FHA has focused and shall continue to focus on working closely with stakeholders to ensure that local communities are able to build multimodal, sustainable projects ranging from passenger rail and transit to bicycle and pedestrian paths.

United States Department of Housing and Urban Development (HUD) The United States Department of Housing and Urban Development provides annual grants on a formula basis to entitle cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities principally for low- and moderate-income persons. North Palm Beach is not an entitlement community but Palm Beach County is. As a result, if North Palm Beach were to receive any CDBG funds they would be through the County and not directly from HUD.

United States Fish and Wildlife Service (FWS) The United States Fish and Wildlife Service is responsible for managing and enforcing the Endangered Species Act. This act is important as part of the conservation policies of the Comprehensive Plan. FWS also issues permits for activities that may disturb endangered or threatened species, which would otherwise be prohibited.

Utilities

Electric

A Franchise Agreement was entered into with Florida Power & Light Company, which is now known as NextEra, in 1957 to provide electricity to the Village, which Agreement expires in 2038. The Company supplies electric service to the Village as well as in many areas along the east coast of Florida (except the Jacksonville area and four other municipalities which have municipal electric systems), the

agricultural area around southern and eastern Lake Okeechobee, the lower west coast area, and portions of central, north central, and portions of northwest Florida.

Telephone
Southern Bell Telephone and Telegraph Company entered into a Franchise Agreement with the Village to provide telephone and telegraph services. Southern Bell was renamed BellSouth Telecommunications until it was merged into AT&T in 2006. The Franchise Agreement expired in 2020.

Cable Television
FPL Fibernet, LLC, now known as Crown Castle, entered into a Franchise Agreement with the Village to provide telecommunications services.

Sanitary, Sewer, Portable Water and reclaimed Water
Sanitary, Sewer, Portable Water and reclaimed Water services are provided by the Seacoast Utility Authority. The Seacoast Utility Authority is a not-for-profit, governmental regional water, wastewater, and reclaimed water utility that furnishes potable water service to approximately 47,000 households and 2,700 commercial establishments. Wastewater collection, treatment, and disposal services are provided to about 44,000 residential dwellings and 1,700 businesses. The Authority's service area covers approximately 65 square miles. The 1988 Interlocal Agreement establishing the Authority covered the City of Palm Beach Gardens, the Village of North Palm Beach, the Town of Lake Park, a portion of the Town of Juno Beach and unincorporated areas of Palm Beach County.

Gas
Florida Public Utilities supplies residential, commercial, and industrial gas service within the Village's corporate limits per a Franchise Agreement, which expires in 2040.

Interlocal Agreements and Mechanisms

The Village of North Palm Beach interacts with numerous governmental entities to deliver municipal services and manage development. Table.A.1 presents these entities with a description of the existing coordination mechanism, the subject and nature of the relationship, and the Village of North Palm Beach office charged with coordination.

Table A.1. Intergovernmental Coordination Mechanisms

Gov't Entity or Agency	Nature of Relations	Subject	Village Office with Primary Responsibility	Coordination Mechanism Effectiveness
COUNTY				
Palm Beach County	Direct Staff Contact	Annexation	Village Manager	Interlocal Agreement Effective
COUNTY AGENCIES				
Palm Beach County TPA	Direct Staff Contact	Transportation	Community Development	Federally Funded Agency Effective

Palm Beach County Fire District	Direct Staff Contacts	Fire Rescue Services Mutual Aid	Fire Department	Interlocal Agreement Effective
Palm Beach County School District	Direct Staff Contacts	School Facilities	Village Council	Interlocal Agreement Effective
Palm Beach County Housing	Direct Staff Contacts	Community Block Grant – Economic Development	Community Development	Interlocal Agreement Effective
Palm Beach Property Appraiser	Direct Staff Contacts	GIS Data and Tax Revenue	Public Works Finance	Interlocal Agreement Effective
Palm Beach County Tax Collector	Direct Staff Contacts	Revenue	Finance	Interlocal Agreement Effective
FLORIDA DEPARTMENTS AND AGENCIES				
Florida Dept. of Commerce	Direct Staff Contact	Comp Plan Review and Grant	Community Development	State Funded Agency Effective
Florida Dept. of Transportation	Direct Staff Contact	Transportation	Community Development	State Funded Agency Effective
Florida Dept. of Environmental Protection	Direct Staff Contact and Permitting	Hazardous waste, water management, septic tanks, wetlands protection	Public Works	State Funded Agency Effective
Emergency Management Division	Technical Assistance and Mutual Aide	Emergency Management	Fire Department	State Funded Agency Effective
Florida Department of Law Enforcement	Technical Assistance	Sex Offender Registry & Database	Police	State Funded Agency Effective
Florida Department of Health	Permitting	Septic Tanks	Public Works	State Funded Agency Effective
Florida Fish and Wildlife Commission	Permitting	Natural Resource Management	Public Works	State Funded Agency Effective
Alcohol and Beverage	Permitting	Lounges and Bars	Community Development/Police	State Funded Agency Effective
UNITED STATES DEPARTMENT AND AGENCIES				
Army Corp of Engineers	Technical Assistance and Permitting	Dredging, Fill permitting, wetland mitigation, navigable waterways	Public Works	Federal Funded Agency Effective
Commerce, Census Bureau	Technical Assistance	Decennial Census	Community Development	Federal Funded Agency Effective
United States Post Office	Direct Contact with Staff	Address development, mail delivery	Community Development	Federal Funded Agency Effective
Coast Guard	Technical Assistance	Transportation	Police	Federal Funded Agency Effective

OTHER				
Bureau of Economic and Business Research	Technical Assistance	Population Numbers	Community Development	University of Florida Effective
Palm Beach North County Chamber of Commerce	Technical Assistance	Economic Development	City Manager	Not-For-Profit Informal Communications Effective
Palm Beach Sports Commission	Technical Assistance and Grants	Economic Development	City Manager	Not-For-Profit Effective
Treasure Coast Regional Planning Council	Technical Assistance and Grants	Regional Planning, Conflict Resolution	Community Development	Interlocal Agreement Effective
South Florida Water Management District	Technical assistance and permitting	Water resources	Community Development and Public Works	State Management Agency Effective
Seacoast Utilities	Technical assistance and permitting	regional water, wastewater, and reclaimed water utility	Public Works	Not-For-Profit Interlocal Agreement Effective
REGULATED UTILITIES				
Bell South	Direct Staff Contact	Telephone	Public Works	Franchise Agreement
FPL	Direct Staff Contact	Electricity	Public Works	Franchise Agreement
Crown Castle	Direct Staff Contact	Cable	Public Works	Franchise Agreement
Florida Public Utilities	Direct Staff Contact	Gas	Public Works	Franchise Agreement

Summary

Intergovernmental Coordination is an essential component of the Village's Comprehensive plan in that it establishes the mutual relationships created among various local, state, and federal agencies. These relationships acknowledge agreed upon efforts developed between participating entities and their commitments to achieve a common goal. These relationships may include grant contracts, mutual aid, revenue, information sharing, contractual obligations, and agreements for services.

The Village of North Palm Beach participates in many different intergovernmental coordination efforts with neighboring local governments, including other governmental and quasi-governmental agencies. For example, North Palm Beach is a member of the Florida League of Municipalities, as well as the Palm Beach County League of Cities. These organizations are concerned with various common municipal issues. The Village Manager and a representative of the Village Council

generally represent North Palm Beach at Palm Beach County League of Cities meetings.

The Village Manager is primarily responsible to keep the Village informed regarding municipal matters and to coordinate any activities related thereto.

Intergovernmental Coordination Needs During the Planning Period

The Village of North Palm Beach relies on positive intergovernmental relationships for the coordination and provision of many services for its citizens and stakeholders. To maintain these relationships, the Village should continue to:

♣ Cultivate stronger relationships with the adjacent communities, governmental entities, and agencies, seeking efficiencies and to support funding mechanisms to offset the costs of upgrades and improvements to better serve the citizens of North Palm Beach.

♣ Develop sound comprehensive planning policies through coordination with adjacent municipalities.

♣ Continue to seek ways to engage the public, especially disadvantaged populations, in the planning process.

Property Rights

Data and Analysis

Chapter 4: Responsible and Accessible Government Element 11

DATA AND ANALYSIS

INTRODUCTION

The purpose of the Property Rights Element is to: identify specific property rights and affirm that local government will respect them; protect the rights of people to participate in decisions that affect their lives and property; and provide standards for reliable and predictable local government decision-making to promote sound, long-term investments in a community

LEGISLATION

The following is an assessment of existing regulations and programs that protect private property rights from governmental action without due process and just compensation:

Federal Regulations

Constitution of the United States

First Amendment

The First Amendment protects the freedoms of speech and religion. It guarantees that property owners may exercise these rights on their property.

Fifth Amendment

The Fifth Amendment provides the foundation for the protection of private property rights from arbitrary government action. The text of this Constitutional Amendment outlines the requirement that the government must provide “due process” under law and “just compensation” for the taking of private property for public use.

Fourteenth Amendment

The Fourteenth Amendment makes the Bill of Rights (the first ten Constitutional Amendments) applicable to state and local governments. It contains the Due Process Clause, which guarantees the following rights against the states: procedural protections, such as notice and a hearing before termination of entitlements; individual rights listed in the Bill of Rights, including freedom of speech, free exercise of religion, the right to bear arms, and a variety of criminal procedure protections; and fundamental rights that are not specifically enumerated in the Constitution.

State Regulations

Florida Statutes Section 163.3177(6)(i)1, Florida Statutes

In accordance with the legislative intent expressed in sections 163.3161(10) and 187.101(3), Florida Statutes, governmental entities shall respect judicially acknowledged and constitutionally protected private property rights, and each local government shall include in its comprehensive plan a Property Rights Element to ensure that private property rights are considered in local decision making.

Section 70.001, Florida Statutes

Florida Statutes section 70.001, also known as the Bert Harris Act or "Private Property Rights Protection Act", provides a private cause of action when the existing use (or a vested right to a specific use) of property is inordinately burdened by the Florida governmental entity, including the agencies thereof. Adopted in 2021, it was created to provide relief to private landowners when a law, regulation, or ordinance inordinately burdens, restricts, or limits private property without amounting to a taking under the U.S. Constitution

Sections 163.3220-163.3243, Florida Statutes

Sections 163.3220-163.3243, Florida Statutes, otherwise known as the "Florida Local Government Development Agreement Act", grants assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies. Adopted in 2022, the Legislature enacted the bill in an effort to reduce uncertainty in development approvals by authorizing local governments to enter into development agreements with developers. These agreements will encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

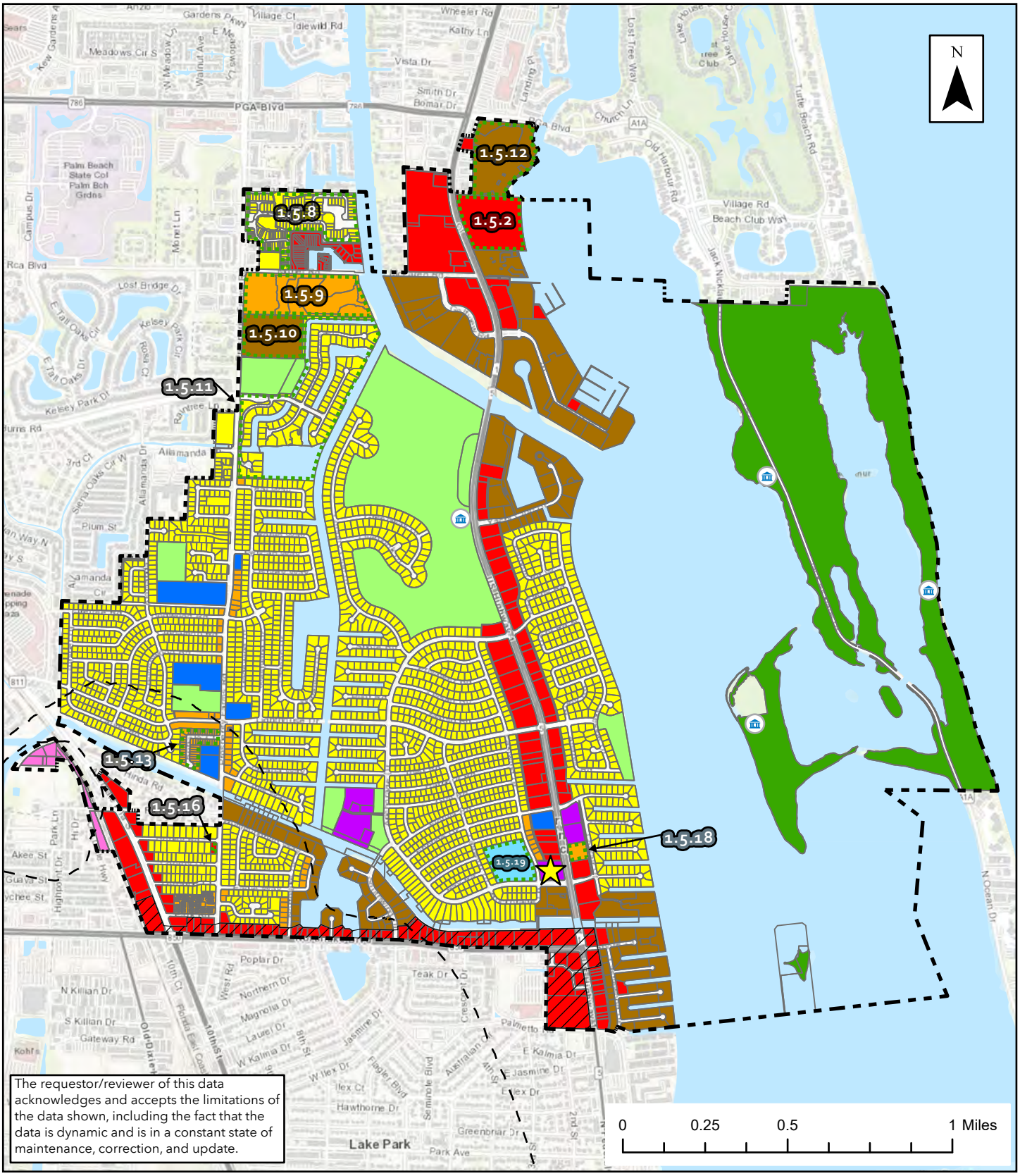
INVENTORY AND ANALYSIS

A Property Rights Element is required under the provisions of section 163.3177 (6) (i) 1, Florida Statutes. The inclusion of this element and continued adherence to best practices in the provision of public infrastructure and regulation of land development to protect the public health, safety, and welfare will ensure implementation of these provisions. This Element does not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected.

The Village will continue to ensure that private property rights are clearly protected by the applicable provisions of the Village Charter, Code of Ordinances, and the Comprehensive Plan. The goal, objectives, and policies of the Property Rights Element will provide the direction necessary to proactively address potential policy conflicts before private property rights are adversely impacted.

REQUIRED MAP SERIES

1. FUTURE LAND USE MAP	RFLU MAP 1
2. BAYS, HARBOURS, RIVERS, ESTUARIES AND DRAINAGE BASINS	RCM MAP 1
3. COASTAL HIGH HAZARD AREA	RCM MAP 2
4. WELLFIELDS	RCON MAP 1
5. SOILS INVENTORY	RCON MAP 2
6. RECREATION AND OPENS PACE INVENTORY	RROS MAP 1
7. SCHOOLS	RROS MAP 2
8. STREET CLASSIFICATION	RTE MAP 1
9. STREETS AND NUMBER OF LANES	RTE MAP 2



Legend

- Commercial
- Public Buildings & Grounds
- Educational
- Other Public Facilities
- Light Industrial / Business
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Conservation
- Recreation / Open Space
- NPB Boundary
- Water
- Special Policy Areas
- Historic Sites (Policy 1.5.1)
- Northlake Boulevard Overlay Zone (Policy 1.5.20)
- Wellfield Protection (Policy 1.5.17)
- Village Hall

Required by F.S. 163.3177
SOURCE-Village of North Palm Beach
TITLE-Future Land Use
DATE OF SOURCE-01.25.24
DATE-08.06.24

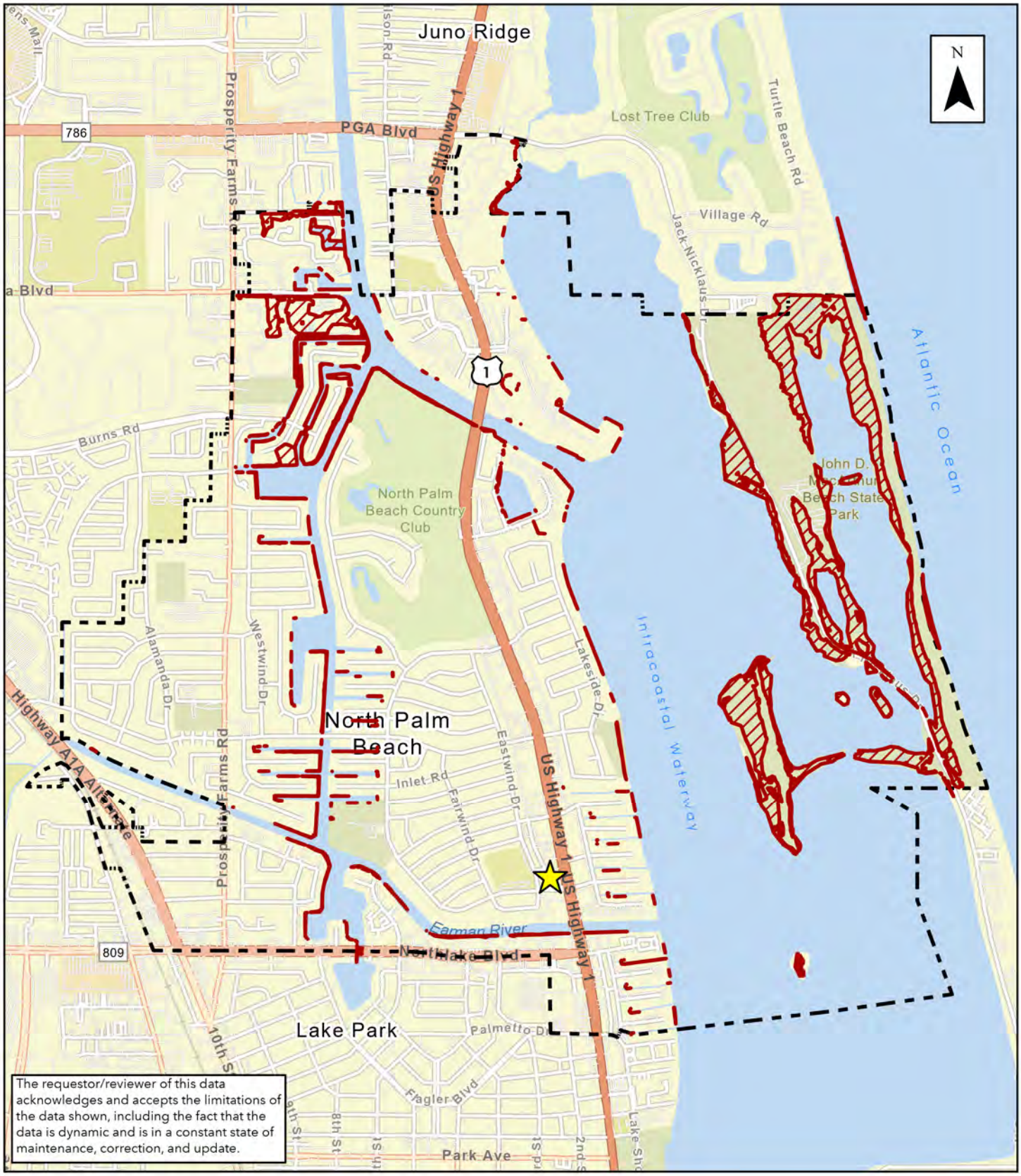
Village of North Palm Beach
Future Land Use Map

Element 1
RFLU - Map 1

Required by F.S. 163.3177 (6)(a)(10)(c)(iii)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
BAYS, HARBORS, RIVERS ESTUARIES AND DRAINAGE BASINS

ELE. 4
RCM-Map 1

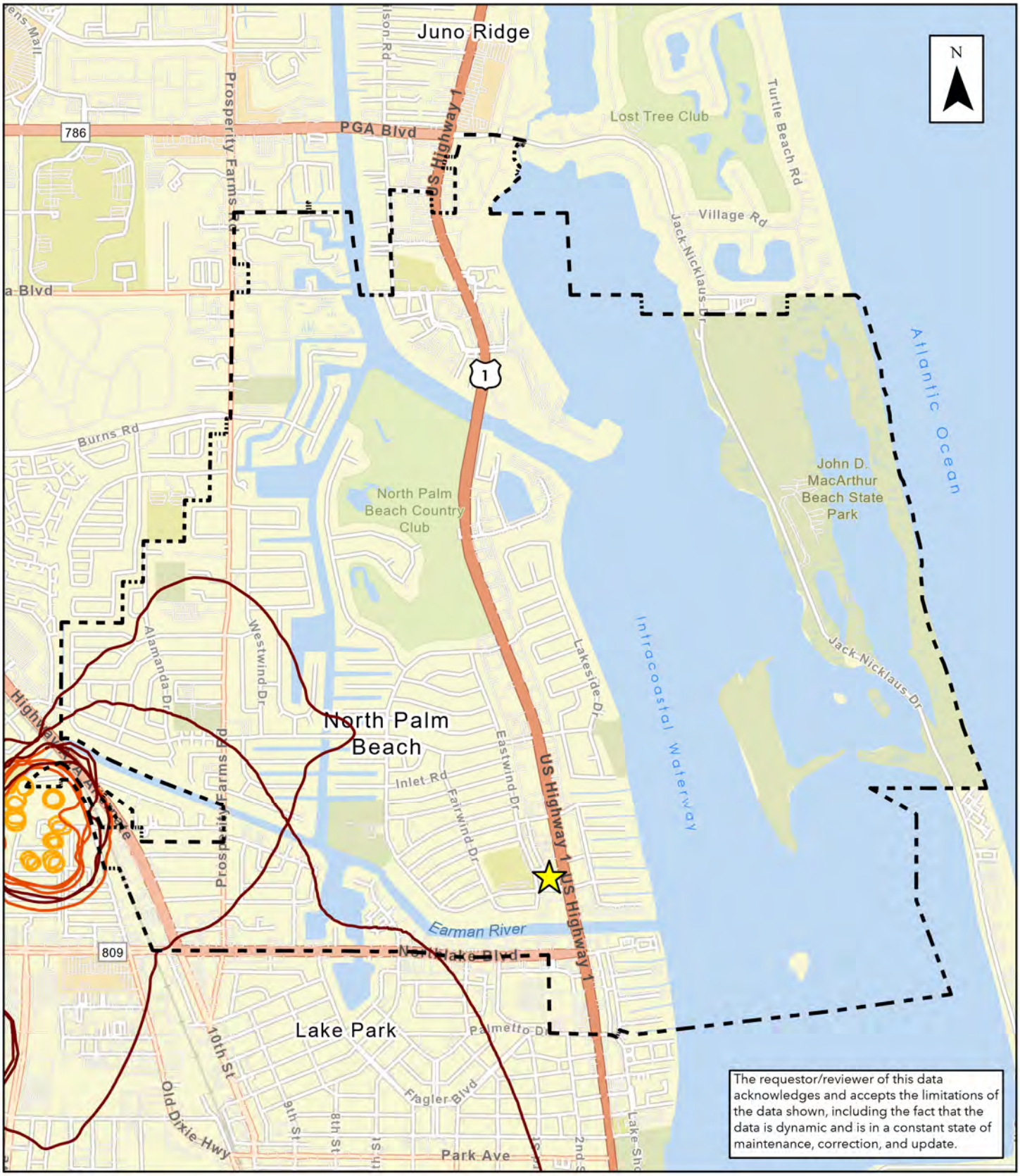


Required by F.S. 163.3177 (6)(a)(10)(c)(vi)
SOURCE. Palm Beach County
TITLE. Coastal High Hazard Area
DATE. 8.6.2024

Village of North Palm Beach

COASTAL HIGH HAZARD AREA

ELE. 4
RCM-Map 2

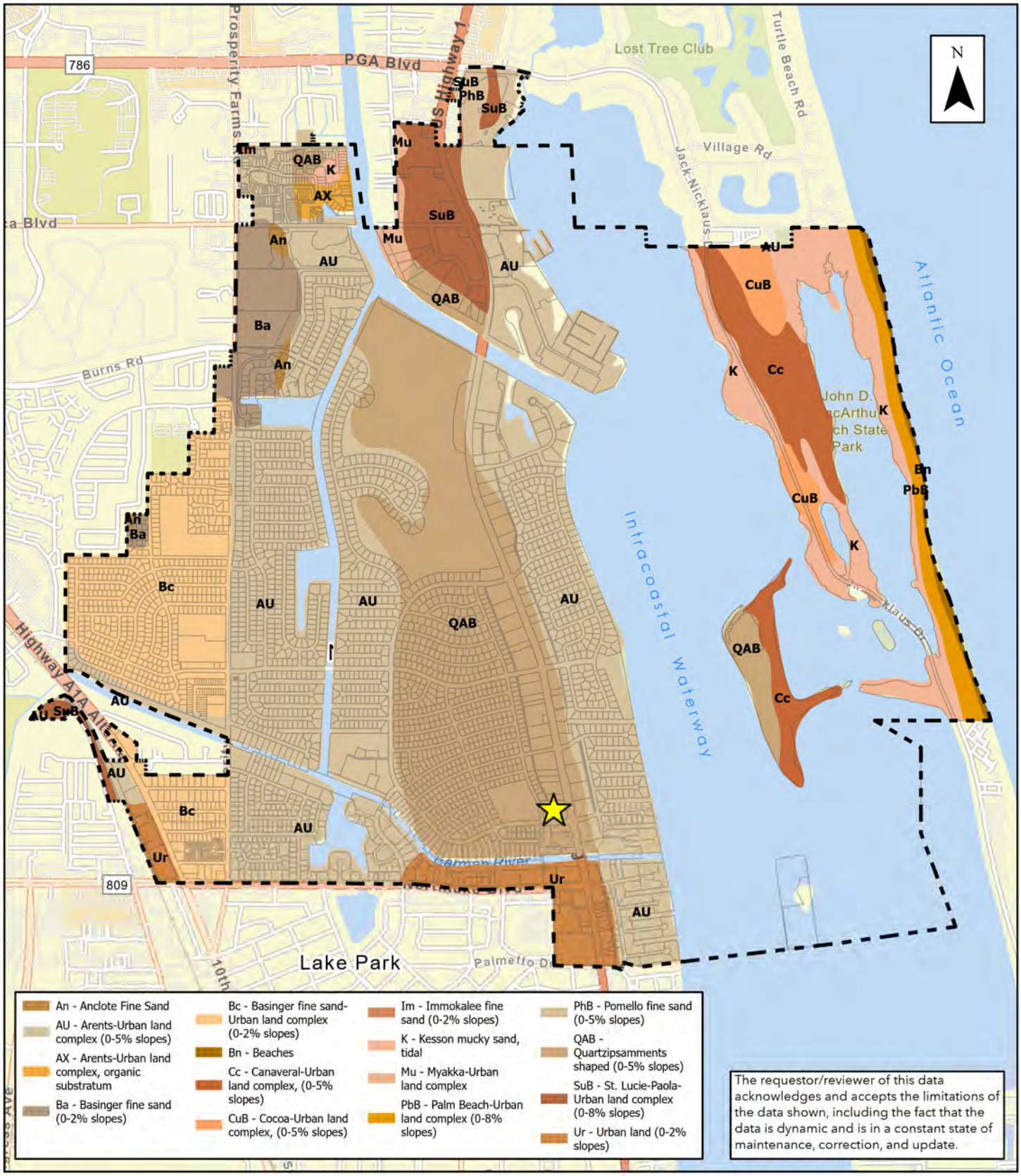


Required by F.S. 163.3177 (6)(a)(10)(c)(i)
SOURCE. Palm Beach County
TITLE. Wellfield Zones
DATE. 8.6.2024

Village of North Palm Beach

WELLFIELD PROTECTION ZONES

ELE. 5
RCON-Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(v)
SOURCE. USDA Natural Resources Conservation Service
TITLE. NRCS Soils
DATE. 8.6.2024

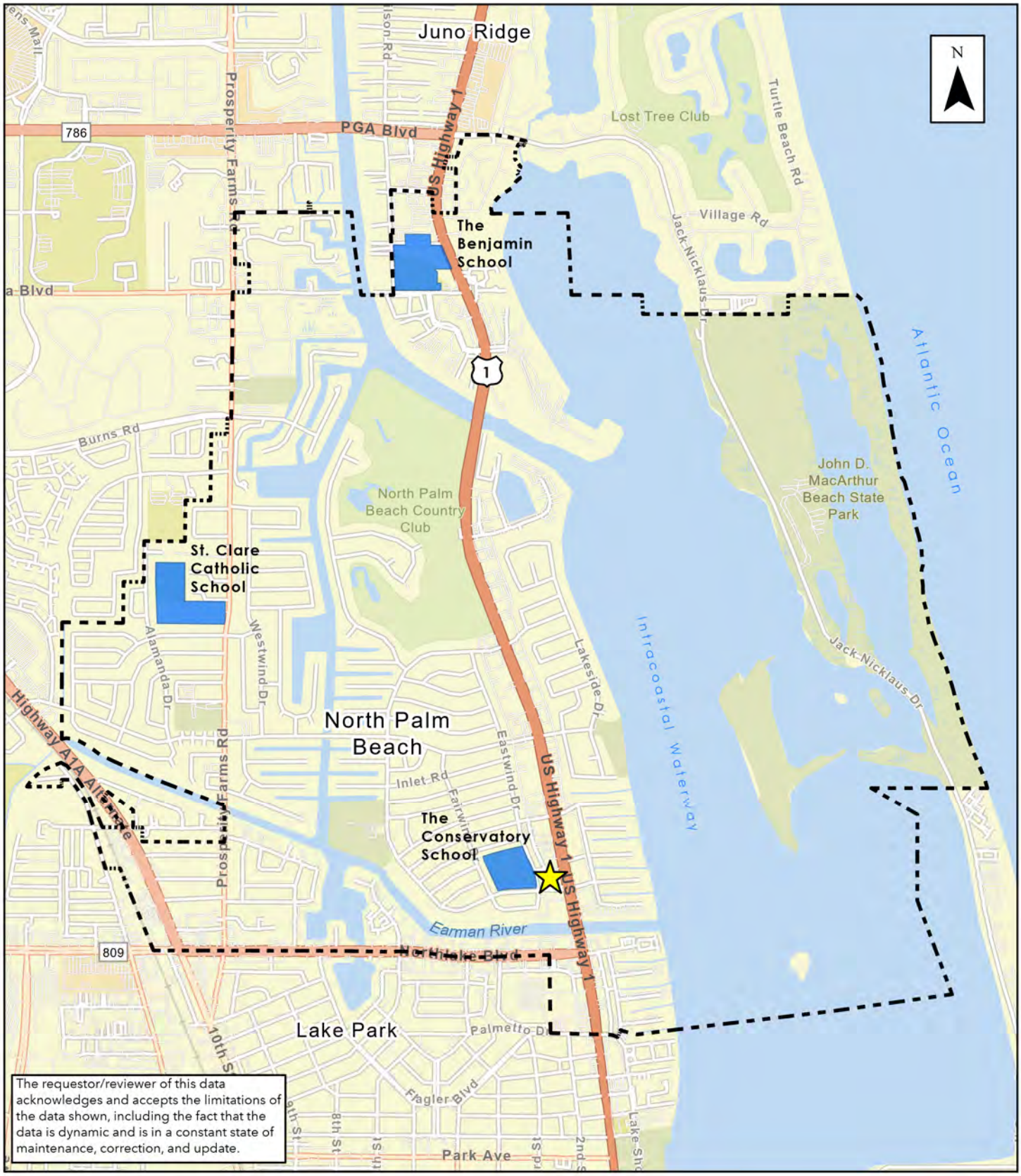
Village of North Palm Beach
SOILS INVENTORY

ELE. 5
RCON-Map 2

Required by F.S.163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
RECREATION AND OPEN SPACE INVENTORY

ELE. 6
RROS-Map 1



Schools

Municipal Boundary

Village Hall

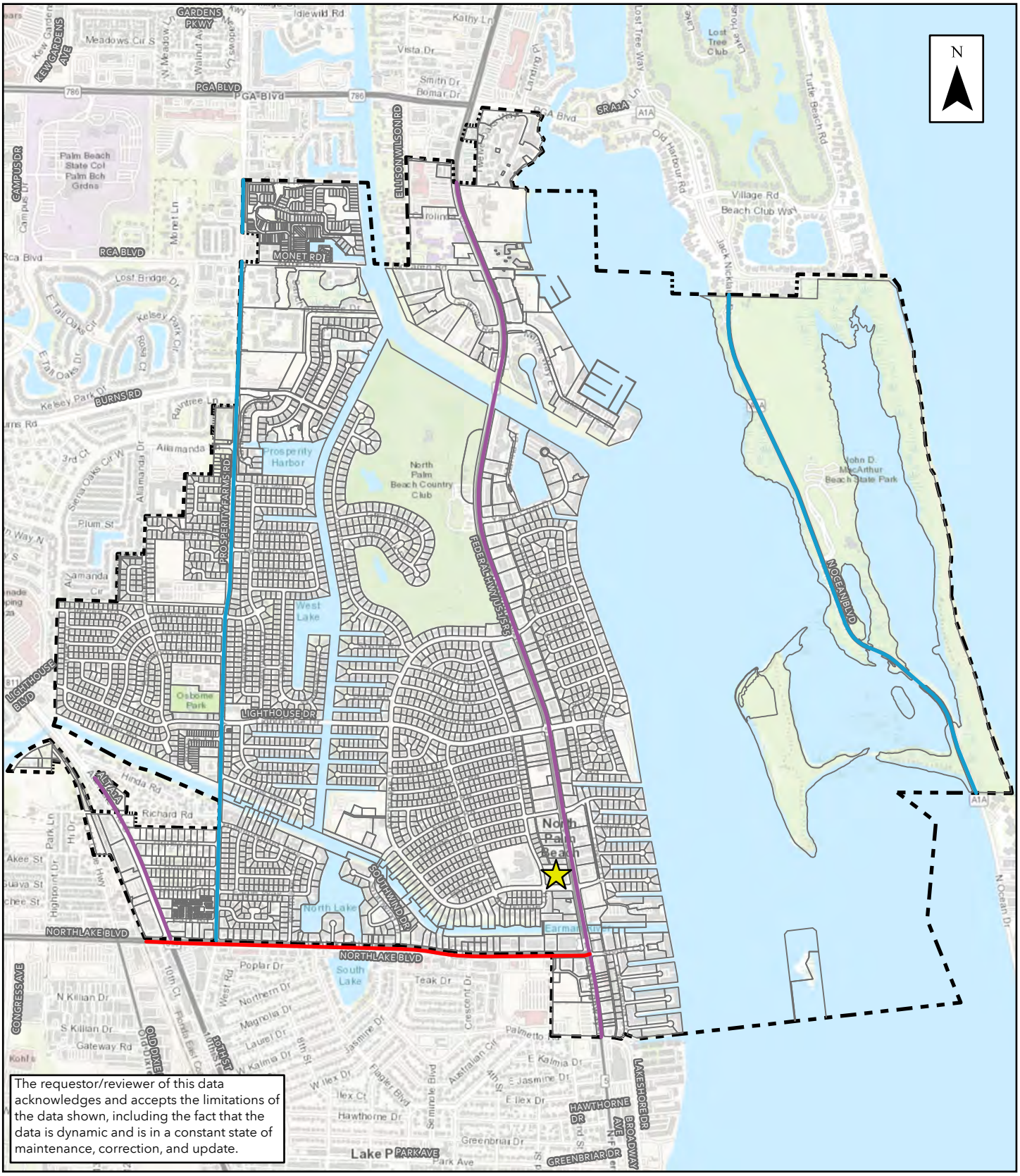
0 0.25 0.5 1

Miles

Required by F.S. 163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
SCHOOLS

ELE. 6
RROS-Map 2



Legend

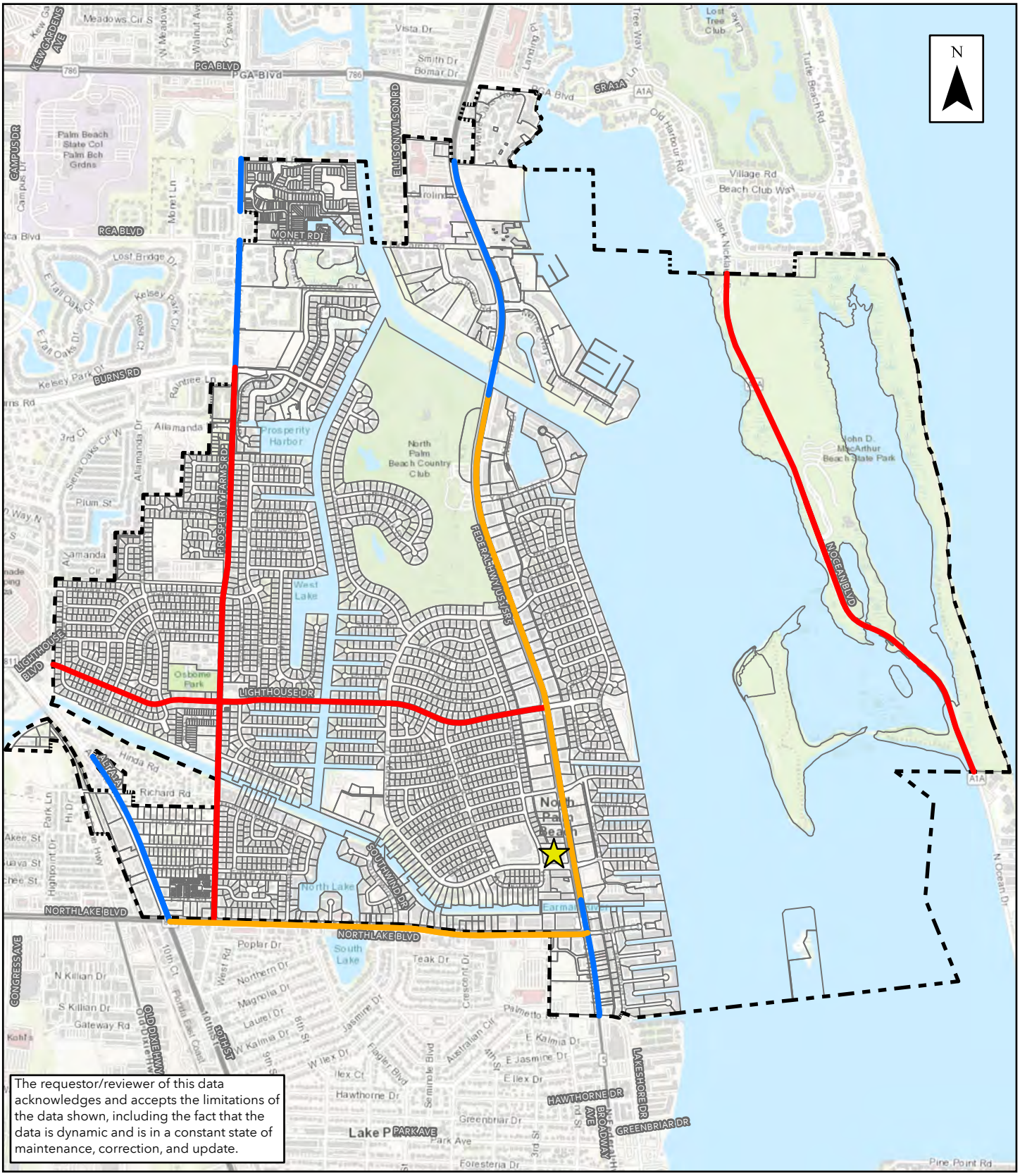
- Major Collector
- Minor Arterial
- Principal Arterial
- NPB Boundary
- Village Hall

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-funclass.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Street Classification

Element 9
RTE - Map 1



Legend

NPB Boundary

Village Hall

***Not including suicide lanes or turn lanes.**

Two (2) Lanes

Four (4) Lanes

Six (6) Lanes

0 0.25 0.5 1 Miles

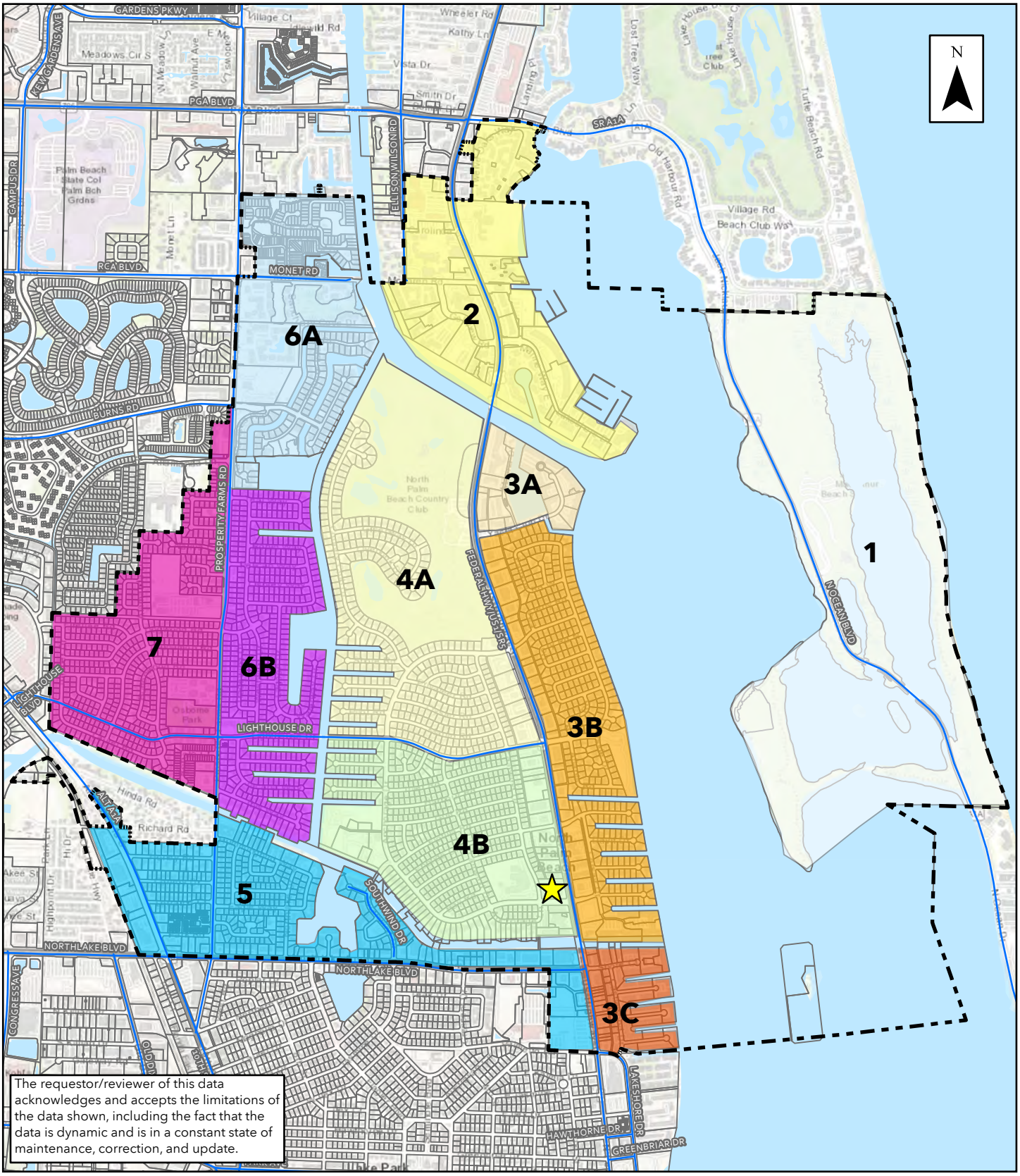
Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-number_of_lanes.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Streets and Number of Lanes

Element 9
RTE - Map 2

OPTIONAL MAP SERIES

1. PLANNING AREAS	OFLU MAP 1
2. ANNEXATION MAP	OANX MAP 1
3. ANNEXATION MAP INCLUDING SURROUNDING MUNICIPALITIES	OANX MAP 2
4. ANNEXATION ACREAGE	OANX MAP 3
5. EVACUATION ROUTES AND SHELTERS	OCM MAP 1
6. COASTAL PLANNING AREA	OCM MAP 2
7. COASTAL ACCESS	OCM MAP 3
8. FLOOD ZONES	OCM MAP 4
9. STORM SURGE	OCM MAP 5
10. SOIL EROSION	OCON MAP 1
11. BIKE LANES AND PEDESTRIAN SIDEWALKS	OTE MAP 1



Legend

Planning Area
- Area 1
- Area 2
- Area 3A
- Area 3B
- Area 3C
- Area 4A
- Area 4B
- Area 5
- Area 6A
- Area 6B
- Area 7

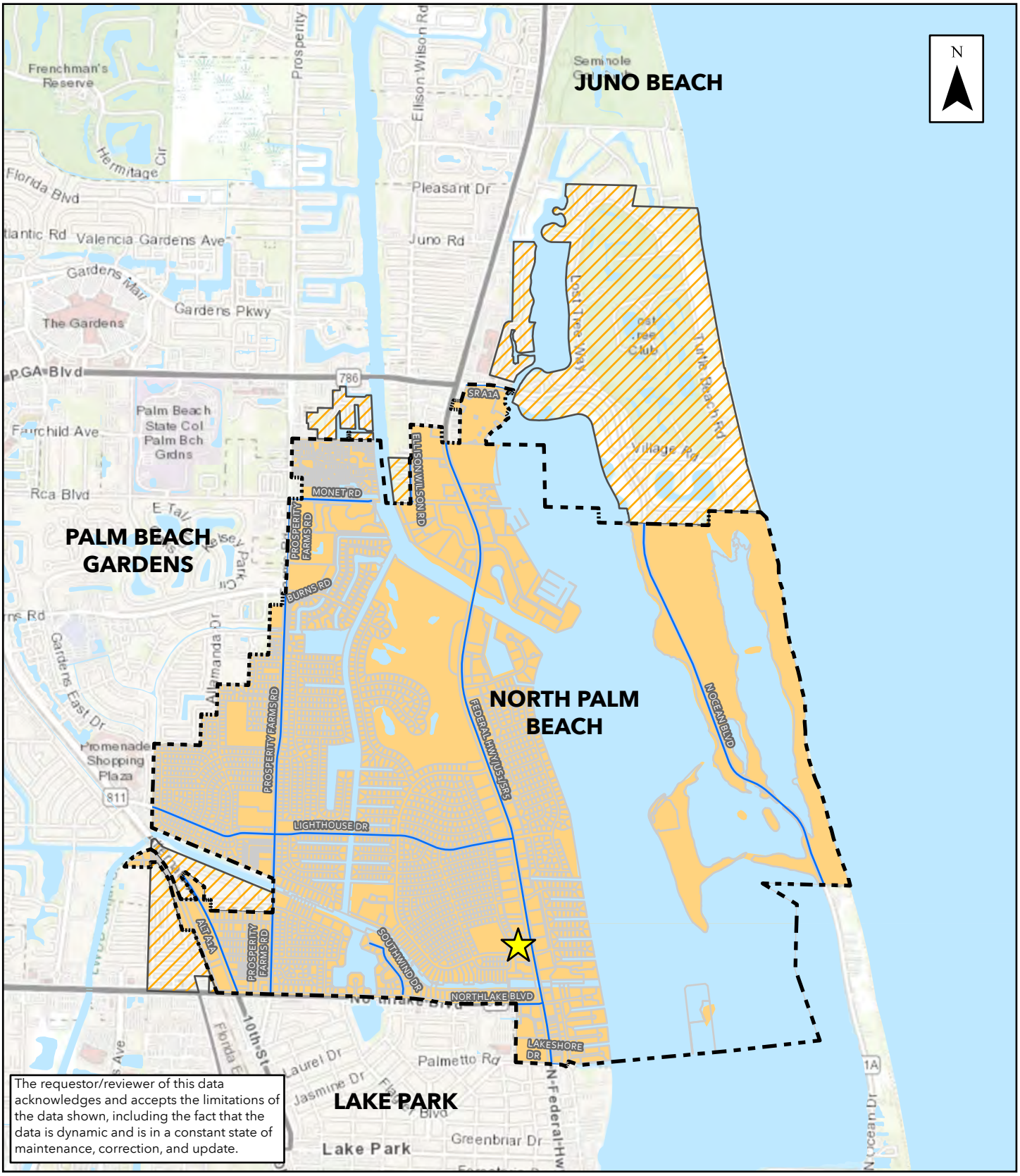
Village Boundary
Village Hall
Water
Major Roads

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Planning Areas
DATE OF SOURCE-06.07.2024
DATE-08.06.2024

Village of North Palm Beach
Planning Area Map

Element 1
OFLU - Map 1



The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Legend

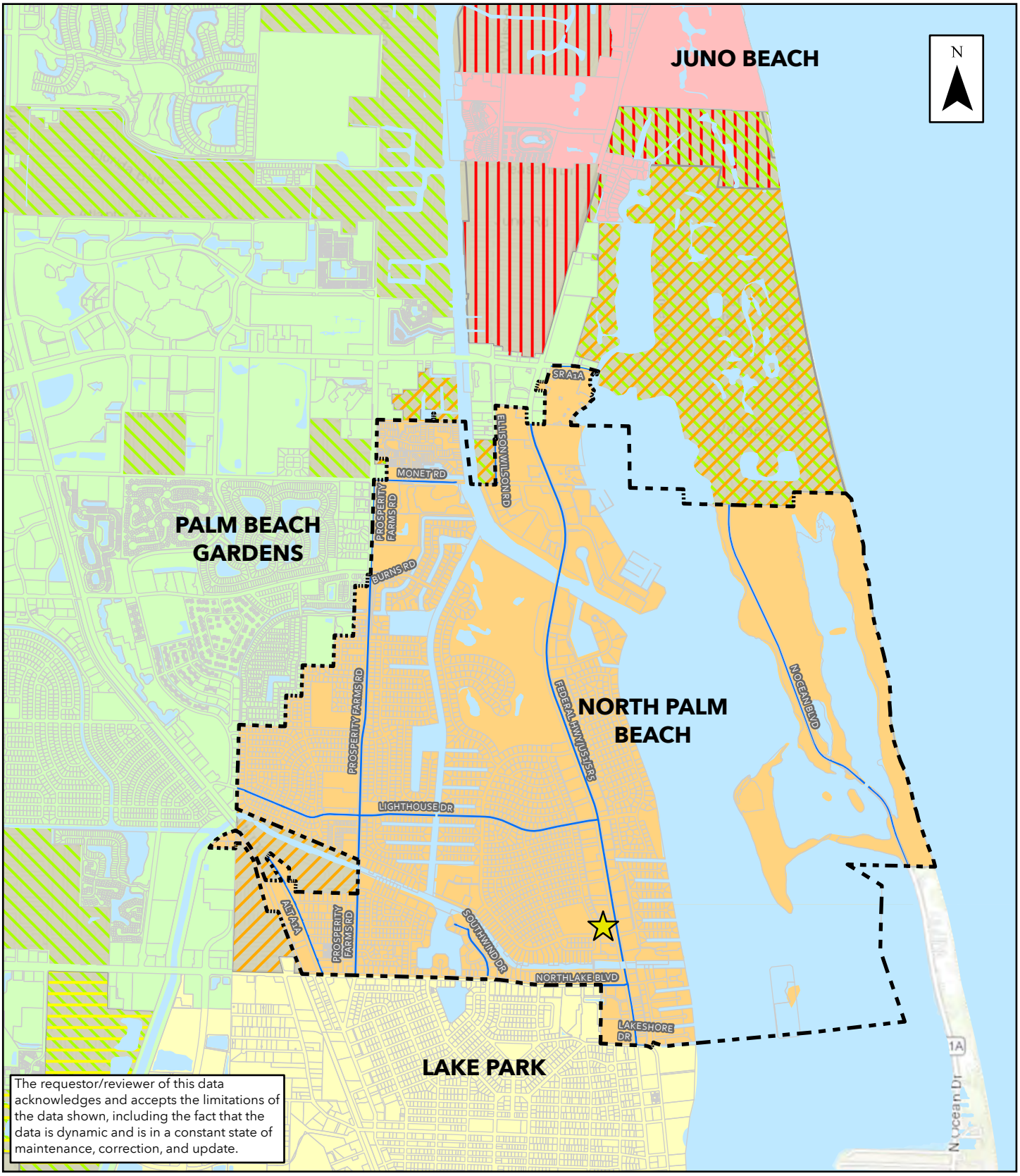
- North Palm Beach Annexation Areas
- North Palm Beach
- Village Hall
- Major Roads
- Water

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Map

Element 2
OANX - Map 1



Legend

- Village Boundary
- Water
- Village Hall
- Major Roads

Jurisdiction

- Juno Beach
- Lake Park
- North Palm Beach
- Palm Beach Gardens
- Unincorporated Palm Beach County

Future Annexation Areas

- JUNO BEACH
- LAKE PARK
- NORTH PALM BEACH
- PALM BEACH GARDENS

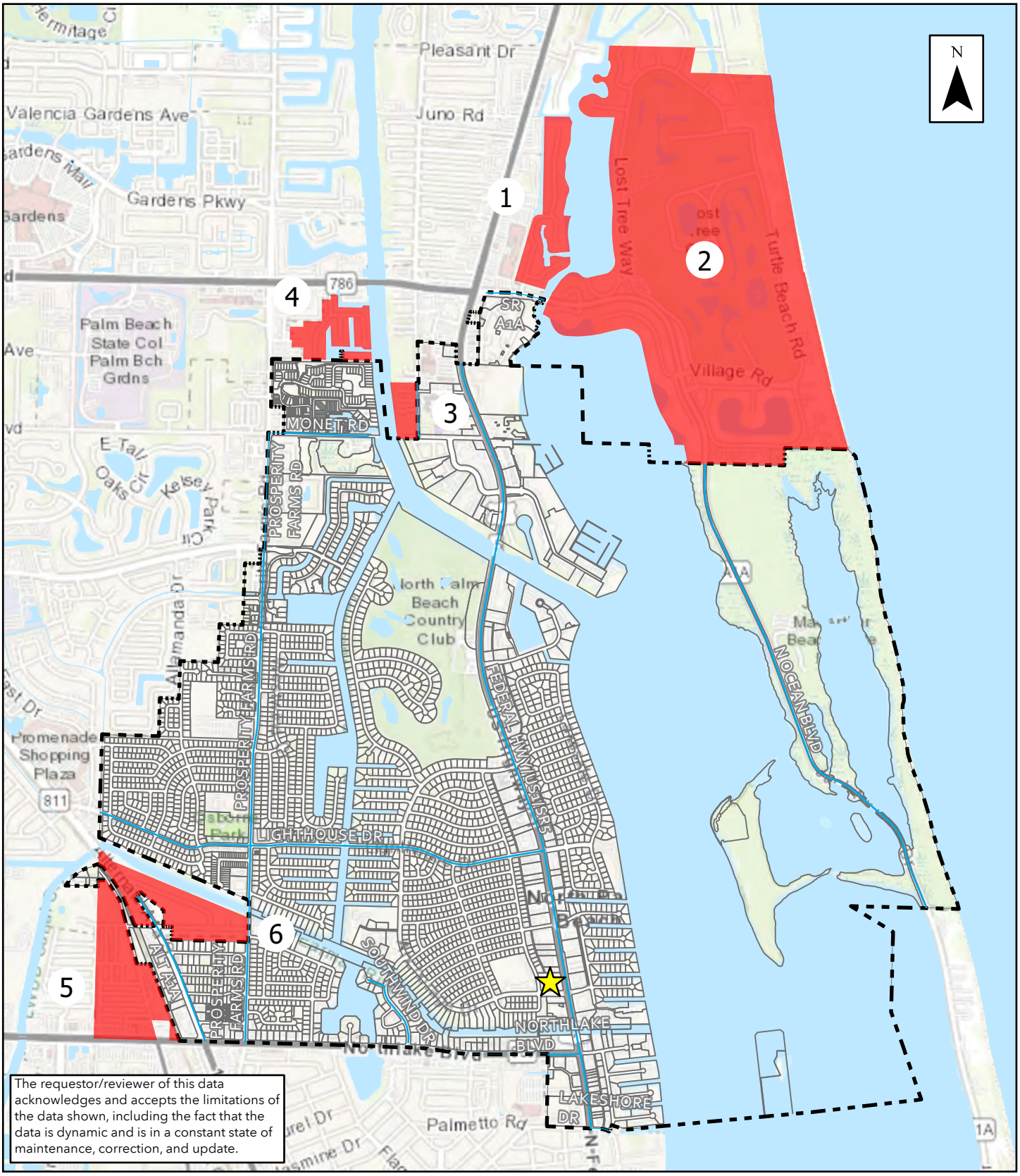
0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach

Annexation Map Including Surrounding Municipalities

Element 2
OANX - Map 2



Legend

- Annexation Areas
- Water
- North Palm Beach Boundary
- Major Roads
- Village Hall

Total Acreage: 688.1

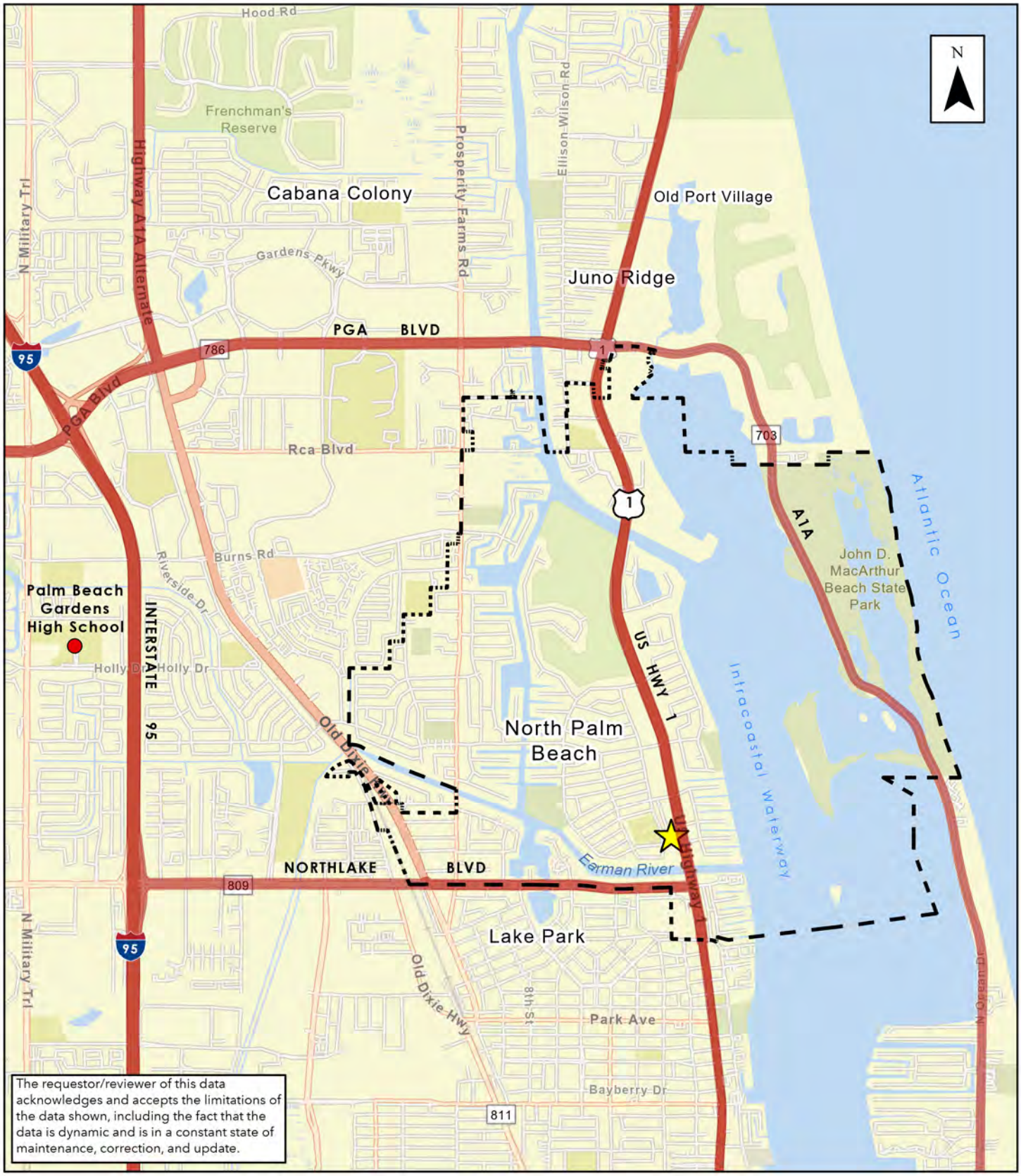
1: 35.5 acres
2: 531.9 acres
3: 9.3 acres
4: 22.4 acres
5: 51.6 acres
6: 37.4 acres

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-04.08.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Areas - Acreage

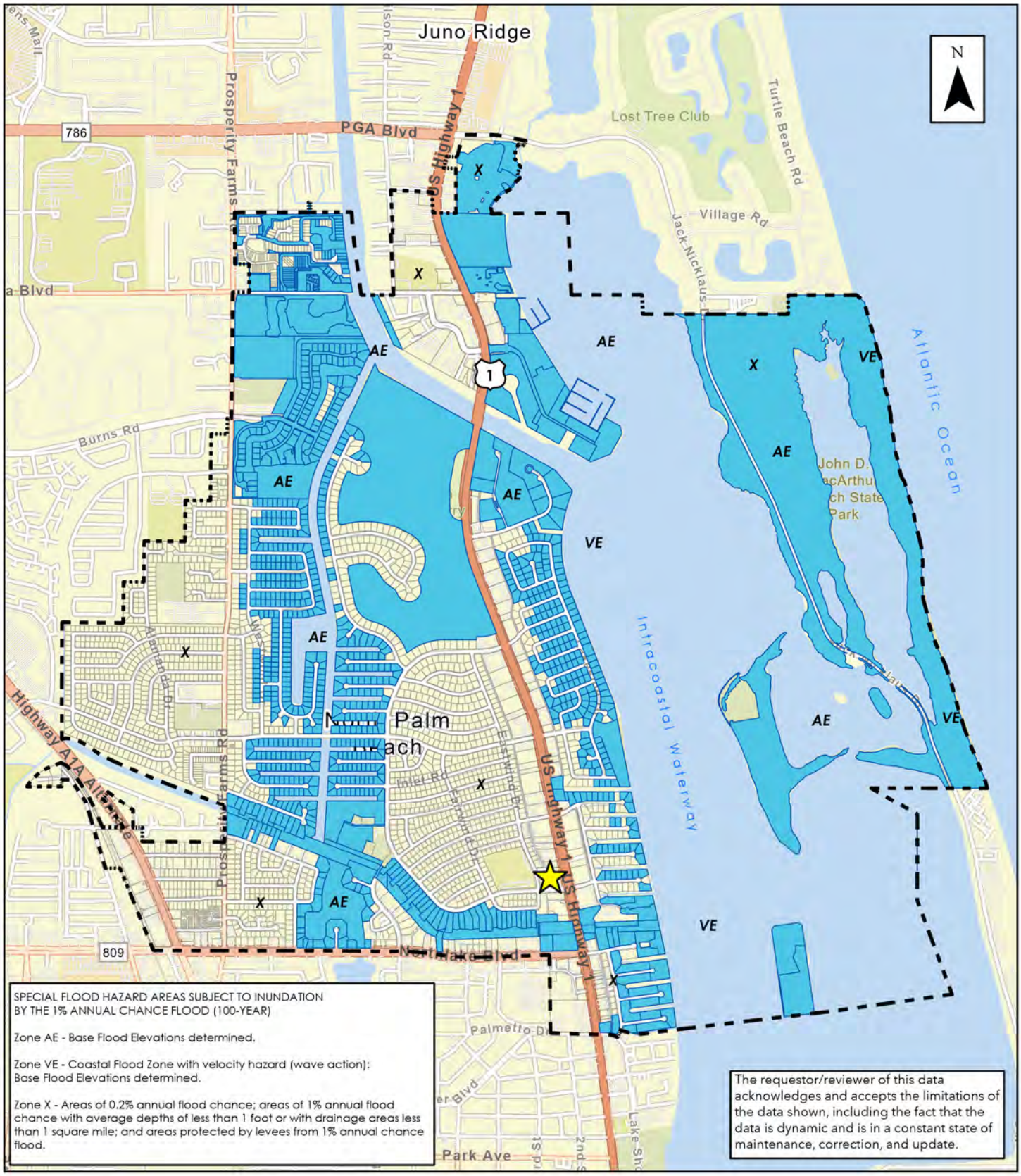
Element 2
OANX - Map 3



Optional Map
SOURCE. Florida Division of Emergency Management (Evacuation Routes, Palm Beach County (Hurricane Shelters)
DATE. 8.6.2024

Village of North Palm Beach
EVACUATION ROUTES & SHELTERS

ELE. 4
OCM-Map 1



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR)

Zone AE - Base Flood Elevations determined.

Zone VE - Coastal Flood Zone with velocity hazard (wave action): Base Flood Elevations determined.

Zone X - Areas of 0.2% annual flood chance; areas of 1% annual flood chance with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Coastal Planning Area

Municipal Boundary

Village Hall

0 0.25 0.5 1

Miles

Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

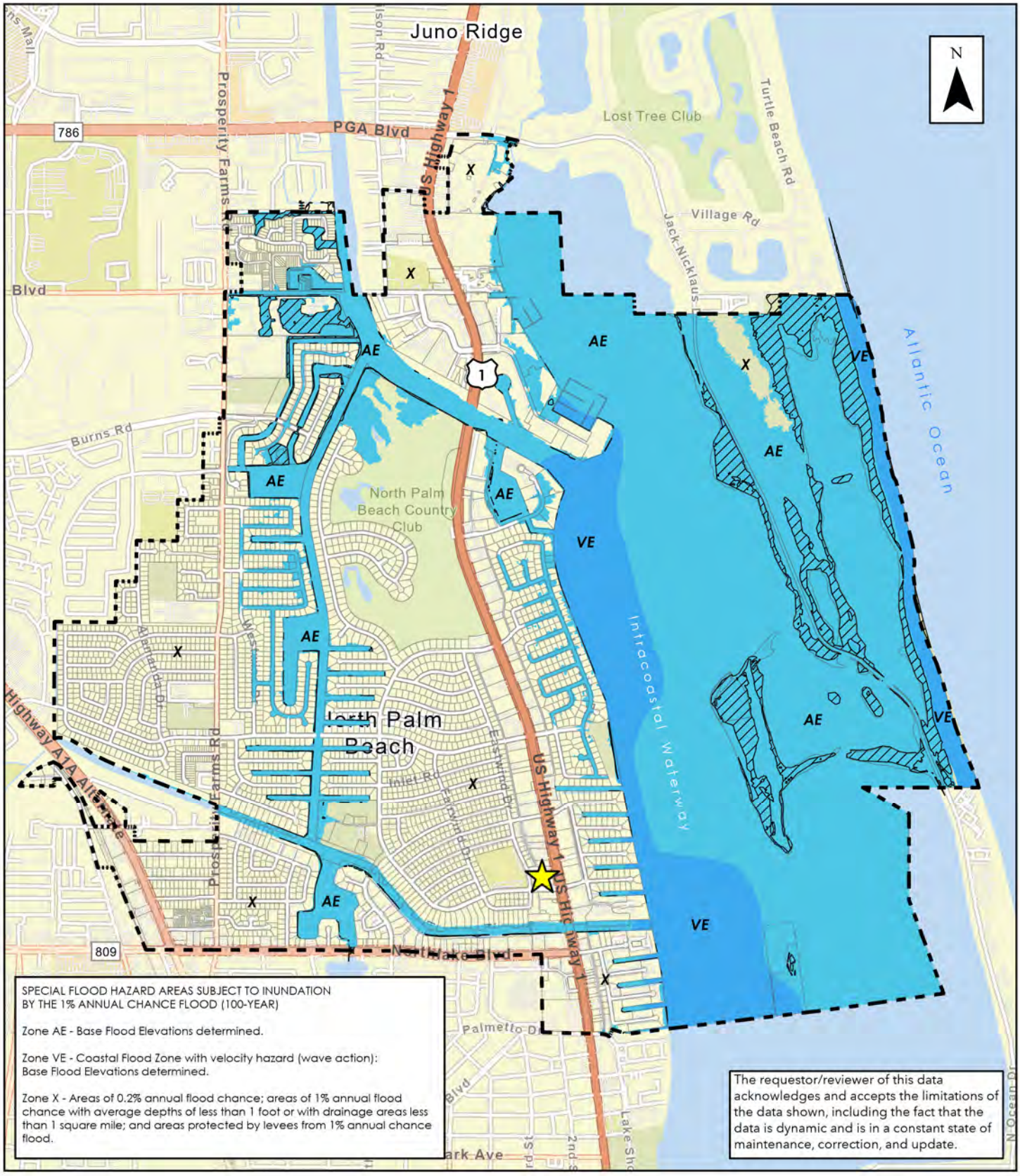
Village of North Palm Beach
COASTAL PLANNING AREA

ELE. 4
OCM-Map 2

Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
COASTAL ACCESS

ELE. 4
OCM-Map 3



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR)

Zone AE - Base Flood Elevations determined.

Zone VE - Coastal Flood Zone with velocity hazard (wave action): Base Flood Elevations determined.

Zone X - Areas of 0.2% annual flood chance; areas of 1% annual flood chance with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Coastal High Hazard Area

Municipal Boundary

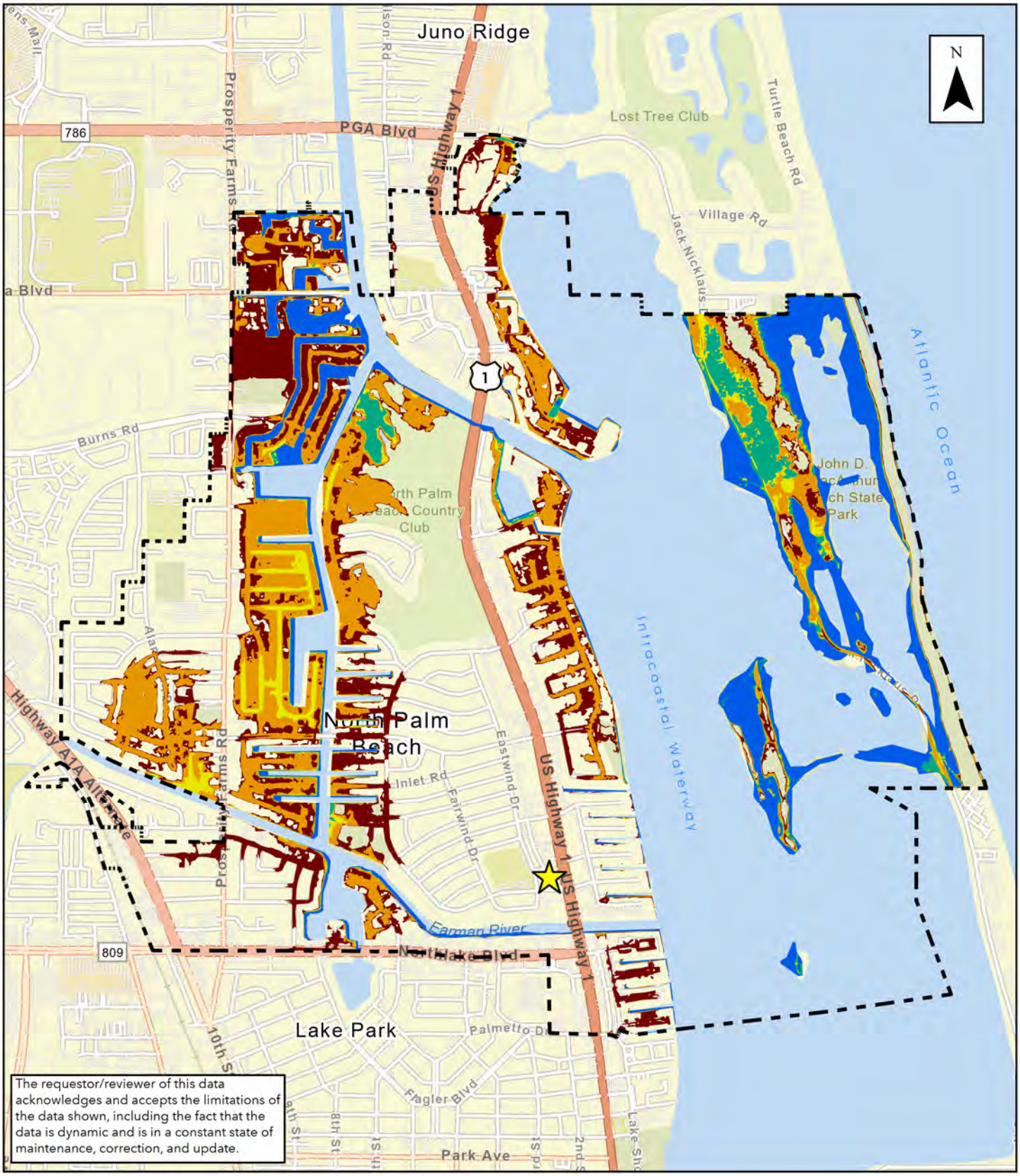
Village Hall

0 0.25 0.5 1
Miles

Optional Map
SOURCE. Federal Emergency Management Agency
TITLE. Flood Hazard Zones
DATE. 8.6.2024

Village of North Palm Beach
FLOOD ZONES

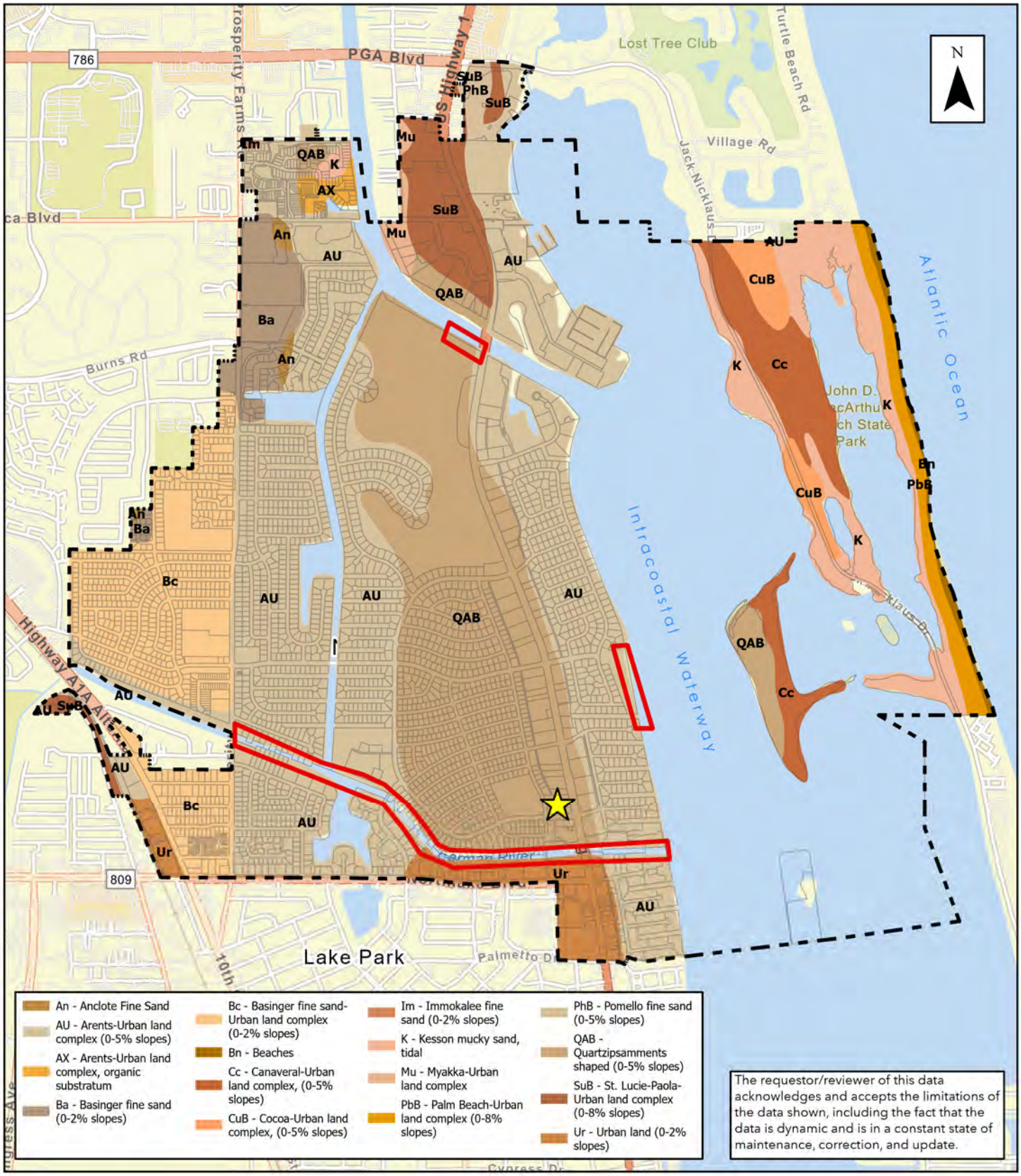
ELE. 4
OCM-Map 4



Optional Map
SOURCE. Florida Division of Emergency Management
TITLE. Storm Surge Zones
DATE. 8.6.2024

Village of North Palm Beach
STORM SURGE

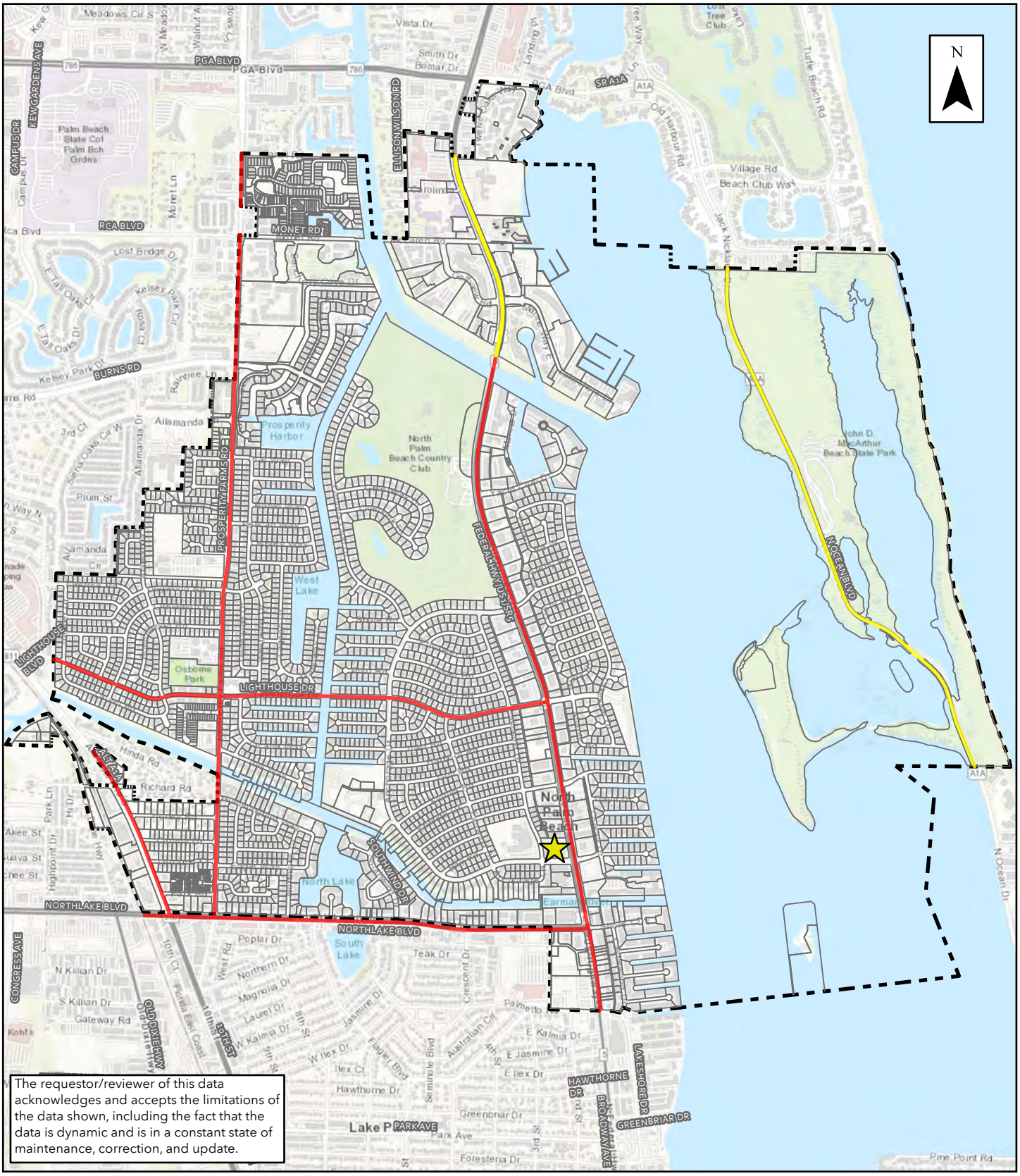
ELE. 4
OCM-Map 5



Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
AREAS OF KNOWN SOIL EROSION

ELE. 5
OCON-Map 1



Legend

- NPB Boundary
- Village Hall
- Bike Lane and Pedestrian Sidewalk
- Pedestrian Sidewalk

0 0.25 0.5 1 Miles

SOURCE-Florida Department of Transportation (FDOT)
TITLE-sidewalk_width_sep.shp; bike_lane.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Bike Lanes and Pedestrian Sidewalks

Element 9
OTE - Map 1

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 22, 2024

SUBJECT: **ORDINANCE 1ST READING** – Amending the adopted Country Club Budget for Fiscal Year 2024 to provide for the contractual payment to Farmer's Table NPB, LLC for the amortized cost of improvements to the pavilion and pool concession.

On March 28, 2019, the Village executed a Restaurant Operator Agreement with Farmer's Table to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Lease Agreement"). The initial term of the Lease Agreement was for five (5) years, with automatic renewals for additional five-year periods unless either party provided notice of its intent not to renew at least 180 days prior to the expiration of the initial term. The initial term ends on December 22, 2024.

In April of this year, Farmer's Table notified the Village if its intent not to renew the Lease Agreement. At the Village's request, Farmer's Table agreed to an earlier expiration date of September 30, 2024 to allow the Village to have a new vendor in place as early possible and prior to the beginning of the 2024 "season."

Pursuant to the terms of the Third Amendment to the Lease Agreement, the Village is required to pay Farmer's Table the amortized cost of the Pavilion Improvements and Pool Concession Improvements (collectively "Improvements") if the Lease Agreement expires or terminates for any reason other than a material default and beach by Farmer's Table prior to the tenth anniversary year. The Pavilion Improvements included changing the outdoor space to indoor space by adding insulation, air conditioning, Euro-Wall Systems, a full-service bar, and a server station. The Pool Concession Improvements included additional equipment for the swimming pool concession area. The Improvements became "fixtures" and remain the property of the Village.

According to the amortization schedule set forth in the Third Amendment, if the Agreement expires at the end of the initial five-year term, the Village is required to pay Farmer's Table fifty percent of the total cost of the Improvements. Though the adoption of Resolution No. 2020-68 on October 22, 2020, the Village Council established the total cost of the Improvements at $656,001.57. Fifty percent of the cost of the Improvements is $328,000.78.

Through the adoption of Resolution No. 2024-65 on July 18, 2024, the Village Council approved a Fourth Amendment to the Lease Agreement to provide for an expiration date of September 30, 2024 and establish the amount of the payment due to Farmer's Table. Consequently, the Village is required to pay Farmer's Table $328,000.78 by October 10, 2024, subject to any offset for monies due and owing the Village. Because this payment will increase the total amount of the Country Club budget, the Village is required to adopt the following budget amendment by Ordinance pursuant to Section 166.241, Florida Statutes:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L4600-09100	Appropriated Net Position		$328,001
Country Club	L8053-33491	Contractual Services	$328,001	
Total			**$328,001**	**$328,001**

The attached Ordinance approves the budget amendment and authorizes the payment to Farmer's Table in accordance with the terms and conditions of the Lease Agreement, as amended, subject to any offset for monies due and owing the Village.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Food & Beverage	L8053-33491	Contractual Services	$328,000.78

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

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending the adopted Country Club budget for Fiscal Year 2024 to transfer $328,001 from the Appropriated Net Position Account to the Contractual Services Account and to approve the contractual payment to Farmer's Table NPB, LLC in the amount of $328,000.78, subject to any offset for monies owed to the Village, with funds expended from Account No. L8053-33491 (Food & Beverage – Contractual Services), in accordance with Village policies and procedures.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2024 TO TRANSFER $328,001.00 FROM THE APPROPRIATED NET POSITION ACCOUNT TO THE CONTRACTUAL SERVICES ACCOUNT TO FUND THE CONTRACTUAL PAYMENT TO FARMER'S TABLE FOR THE AMORTIZED COST OF IMPROVEMENTS AT THE COUNTRY CLUB; APPROVING THE PAYMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the terms of the Restaurant Operator Agreement with Farmer's Table to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Lease Agreement"), the Village is obligated to pay the amortized cost of the Pavilion Improvements and Pool Concession Improvements (collectively "Improvements") at the Country Club upon expiration or termination of the Lease Agreement; and

WHEREAS, through the adoption of Resolution No. 2024-65 on July 18, 2024, the Village approved a Fourth Amendment to the Lease Agreement providing for an expiration date of September 30, 2024 and the payment of 50% of the cost of the Improvements or $328,000.78 within ten days of the expiration date; and

WHEREAS, the payment to Farmer's Table will increase the total amount of the Country Club budget; consequently, the transfer must be accomplished by Ordinance as required by Section 166.241, Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this budget amendment and approval of the payment to Farmer's Table is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach Country Club budget for Fiscal Year 2024 as follows:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L4600-09100	Appropriated Net Position		$328,001
Country Club	L8053-33491	Contractual Services	$328,001	
Total			**$328,001**	**$328,001**

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach. The Village Council

further approves the payment to Farmer's Table NPB, LLC in the amount of $328,000.78 pursuant to the terms and conditions of the Lease Agreement, as amended, with funds expended from Account No. L8053-33491 (Country Club – Contractual Services). The payment shall be subject to any offset for monies due and owing the Village.

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

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

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

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

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: August 22, 2024

SUBJECT: **ORDINANCE –** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING THE VILLAGE PLACE PLANNED UNIT DEVELOPMENT WITHIN THE C-3 REGIONAL BUSINESS ZONING DISTRICT AND APPROVING A MASTER SITE DEVELOPMENT PLAN AND MASTER PHASING PLAN ON 13.155 ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF PALMETTO DRIVE AND U.S. HIGHWAY ONE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS AND THE CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2GHO, Inc., agent, on behalf of NP Devland Holdings, LLC, NP Devland North, LLC, and NP Devland East, LLC, property owners (collectively "Applicant"), filed an application for approval of a Special C-3 Planned Unit Development pursuant to Section 45-34.1(10) of the Village Code of Ordinances on four parcels of real property totaling 13.155 acres located at the northwest corner of Palmetto Drive and U.S. Highway One. The site is a redevelopment of the project that was once known as the Twin City Mall.

The Twin City Mall opened in 1971 and was an enclosed shopping mall that was located in both the Village of North Palm Beach and the Town of Lake Park. During the 1980s, the mall saw an exodus of several stores and the center started to be met with "mixed" reaction. With the opening of the Gardens Mall in 1988, the last of the notable stores began to vacate, leaving the mall with a high vacancy rate.

Initiatives to redevelop this site started as soon as the early 90s, with plans for a temporary campus for FAU, or as a mixed-use site with offices and retail. Plans were also submitted in 1995 to demolish the building, and redevelop as a traditional shopping center. None of these development approaches came to fruition. More recently (within the last 20 years), a portion (primarily on the Lake Park side but also within the Village) of the site was redeveloped into Northlake Promenade Shoppes PUD, and the subject site area (North Palm Beach side) was redeveloped as the Village Shoppes PUD.

The 13.155-acre Master Plan is divided into 4 parcels, and proposes a maximum Floor Area Ration (F.A.R) for the parcels. The total F.A.R for the development will not exceed 2.75, which is the maximum allowed by the Code for Special C-3 PUD's. Because the project is greater than ten (10) acres, the maximum permissible building height is fourteen (14) stories and 175 feet, while buildings fronting U.S. Highway One and Palmetto Drive are limited to a maximum of nine (9) stories or 120 feet within fifty (50) feet of the right-of-way.

Proposed Development Parcels	**Acreage**	**Proposed Development Parameters**
Parcel 1	2.70 ac	Max Height– 14 stories
Parcel 2	4.99 ac	Max Height– 14 stories
Parcel 3	1.34 ac	Max Height – 9 stories

Parcel 4	1.61 ac	Max Height – 9 stories
Civic Open Space	1.36 ac	N/A
Road ROW	1.155 ac	Roadway for project
Total		13.155 ac

Note that the acreage of Parcel 2 decreased from 5.27 acres to 4.99 acres and the acreage of the Civic Open Space increased from 1.08 acres to 1.36 acres.

The proposed development parcel is 13.155 acres so it includes a minimum of at least five (5) contiguous acres of land that will be initially reviewed and approved as one (1) overall development project. The proposed project includes a 1.36-acre civic space, which is more than the minimum of one-half (½), acre required, however, the design of the civic space has not been determined yet. The proposed project is intended to be a mixed-use development with a combination of apartments, an assisted living facility, condominiums, a hotel and 100,000 square feet of commercial space, which exceeds the 50,000 square feet of non-residential uses.

The master plan sets forth the maximum development parameters for the site, and the Village's approval of the Master Plan does not authorize the commencement of any construction activities or guarantee the maximum development parameters, unless otherwise agreed to by the Village Council. Each phase will undergo separate site plan and appearance review by both the Lake Park Planning and Zoning Board and the Village's Planning, Zoning and Adjustment Board and approval by the Village Council. The determination of whether the project provides sufficient public benefit is a determination that will ultimately be made by the Village Council, with input from both planning boards. On May 8, 2024, the Village Planning, Zoning and Adjustment Board conducted a public hearing on the PUD application and recommended approval subject to various conditions.

In Staff's analysis, the proposed application is consistent with the measurable Village Code requirements. However, the Village Council must determine if the Applicant has met the prerequisites for the granting of Master Plan Special Planned Unit Development approval as outlined in the staff report. If the Village Council approves the Master Plan Special Planned Unit Development petition, staff provided suggested conditions of approval, which is contained in the proposed Ordinance and Staff Report.

In addition, at the August 8, 2024 Village Council meeting, the applicant asked the Village Council to consider establishing the building height while they are contemplating the Master Plan Special Planned Unit Development application. Discussion ensued regarding building height but no determination was made. As a result, the Village Council, by unanimous vote (5-0), voted to continue this matter to the next Village Council meeting (August 22, 2024) to provide the applicant the opportunity to provide revised plans to modify the height and/or upper story setback of the buildings along US Highway 1 so they do not create a wind tunnel effect on US Highway 1. Revised plans were not provided to the Village prior to the drafting of this memorandum.

Recommendation:

Village Staff recommendation is for the Village Council to determine if the Applicant has met the prerequisites for the granting of Master Plan Special Planned Unit Development approval and if approved, to consider imposing the conditions of approval as outlined in the proposed Ordinance.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING THE VILLAGE PLACE PLANNED UNIT DEVELOPMENT WITHIN THE C-3 REGIONAL BUSINESS ZONING DISTRICT AND APPROVING A MASTER SITE DEVELOPMENT PLAN AND MASTER PHASING PLAN ON 13.155 ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF PALMETTO DRIVE AND U.S. HIGHWAY ONE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS AND THE CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2GHO, Inc., agent, on behalf of NP Devland Holdings, LLC, NP Devland North, LLC, and NP Devland East, LLC, property owners (collectively "Applicant"), filed an application for approval of a Special C-3 Planned Unit Development pursuant to Section 45-34.1(10) of the Village Code of Ordinances on four parcels of real property totaling 13.155 acres located at the northwest corner of Palmetto Drive and U.S. Highway One, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is assigned a zoning designation of C-3 (Regional Business) and a future land designation of Commercial; and

WHEREAS, the Applicant is seeking to obtain approval of a Planned Unit Development ("PUD") for a mixed-use development, consisting of residential dwelling units and 100,000 square feet of commercial space, as well as a Master Site Development Plan and Master Phasing Plan to guide future development within the PUD; and

WHEREAS, on May 8, 2024, the Village Planning, Zoning and Adjustment Board conducted a public hearing on the PUD application and recommended approval subject to various conditions; and

WHEREAS, the Village Council determines that the Special C-3 PUD application is consistent with the Village's Comprehensive Plan and meets each of the applicable requirements set forth Section 45-34.1(10)(a) of the Village Code of Ordinances, subject to additional findings regarding public benefit as may be required during the site plan process; and

WHEREAS, the Village Council wishes to approve the creation of the Village Place PUD and approve the development of the PUD in accordance with the Master Site Development Plan and Master Phasing Plan, subject to terms and conditions of this Ordinance; and

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

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

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

Section 2. The Village Council hereby creates the Village Place Planned Unit Development ("PUD") on four parcels of real property totaling 13.155 acres located at the northwest corner of Palmetto Drive and U.S. Highway One, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 3. The Applicant shall develop the PUD in accordance with the most current version of the following plans and specifications on file with the Village's Community Development:

A. Master Phasing Plan prepared by M. Troy Holloway of 2GHO dated July 3, 2024 and stamp-dated July 9, 2024 consisting of one (1) page (P-1).

B. Master Development Plan prepared by M. Troy Holloway of 2GHO dated July 8, 2024 and stamp-dated July 9, 2024 consisting of one (1) page (M-1).

C. Conceptual Landscaping prepared by M. Troy Holloway of 2GHO dated July 3, 2024 and stamp-dated July 9, 2024 consisting of one (1) page (CLP-1).

D. Offsite Improvements and Circulation Plan prepared by Simmons & White dated July 3, 2024 and stamp dated July 9, 2024 consisting of one (1) page.

E. Conceptual Site Development Plans prepared by Simmons & White dated July 3, 2024 and stamp-dated July 9, 2024 consisting of four (4) pages.

F. Preliminary Plat prepared by Keshavarz & Associates and stamp dated July 9, 2024 consisting of three (3) pages.

G. Conceptual Elevations prepared by Gensler dated April 29, 2023 consisting of six (6) pages.

Section 5. The Applicant shall develop, operate, and maintain the PUD in accordance with the development parameters and building site area regulations applicable to Special PUDs within the C-3 Regional Business Zoning District and all other applicable Village Code requirements. The Village Council's approval of the PUD is subject to the following additional conditions:

A. The PUD shall be developed in accordance with the Master Phasing Plan and Master Development Plan. All Site Plans for the various phases shall be reviewed at a joint meeting of the Village's Planning, Zoning and Appeals Board and the Town of Lake Park Planning and Zoning Board and shall be presented to the Village Council for consideration and approval by Resolution.

B. The Applicant shall obtain new service provider concurrency approvals when submitting for each phase of development.

C. The Applicant or its successor property owner's association shall maintain in perpetuity the 1.36 Civic Area designated on the Master Development Plan and shall provide the Village with an easement on such property via plat or by separate instrument.

D. The site plan for the Civic Area shall be part of the first site plan reviewed by the Village Council and shall be substantially completed prior to completion of the second phase of the PUD in accordance with the Master Phasing Plan.

E. Prior to the issuance of the first building permit, the entire PUD Property shall be subject to a Declaration of Restrictions and Covenants in a format acceptable to the Village Attorney, which shall provide for the formation of a single master property owner's association and the assessment of members of the master association for the cost of maintaining all roadways, pedestrian amenities, and common areas, including the Civic Site, with cross-access and cross-parking.

F. Prior to the Village's issuance of any infrastructure permits or building permits, the Applicant shall submit the following plans for review and approval by the Village:

1. A mobilization plan and staging plan to the Fire and Police Departments and the Building Division of the Community Development Department;

2. A Life Safety Plan, which shall comply with all applicable fire safety regulations; and

3. An emergency evacuation plan filed with the Police and Fire Departments.

G. Any road closures or right-of-way improvements must obtain prior approvals and/or permits as required by the Village and/or other applicable authorities.

H. If any significant archeological resources are found on the Property during development and construction, the Applicant shall notify Village Staff.

I. The Property shall be platted with the proposed access easements and utility easements and the dedication of right-of-way to the Village, and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy.

J. Prior to the issuance of the first infrastructure permit, the Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form approved by the Village Attorney and in an amount approved by the Community Development Director to ensure completion of on-site roadway, drainage, and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other

acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Community Development Director when requested by the Applicant.

K. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit.

L. All infrastructure, including but by no means not limited to fire hydrants, street lights, and storm drains, proposed on the approved Site Plan shall be maintained by the Applicant or the master property owner's association. Fire hydrants shall be installed, tested, and in service prior to construction, and a stabilized Fire Department access road shall be installed and maintained prior to and throughout construction.

M. Permits from the South Florida Water Management District and the Village of North Palm Beach, as required, for the storm water management system must be obtained prior to the issuance of building permits.

N. A driveway connection and/or right-of-way construction permit from the Florida Department of Transportation and/or Palm Beach County must be obtained prior to issuance of a building permit, if applicable.

O. Permits from the Health Department for the water and sewer system must be obtained prior to approval of building permits.

P. In accordance with the requirements of the National Pollution Discharge Elimination System (NPDES), a Storm Water Pollution Prevention Plan, Owner/Operator Certification, and Notice of Intent shall be submitted and accepted by the Village prior to the issuance of building permits.

Q. A site clearing and tree removal permit shall be required prior to any clearing activities on the Property. This permit shall demonstrate protection of existing trees to remain.

R. All publicly-accessible rooftop spaces within the PUD shall have a minimum of fifteen percent (15%) landscaped green space.

S. Street trees shall be a minimum of twenty-four (24) feet in size throughout the PUD, with a proposal for urban root space solutions.

T. All new utilities shall be provided underground. Appurtenances to these systems which require above-ground installation must be effectively screened from view. All utilities and services to the Property shall be provided by entities holding valid franchise or service agreements with the Village.

U. In accordance with the determination of compliance with the Traffic Performance Standards by Palm Beach County Engineering, no building permits shall be issued for the PUD after the build-out date of December 31, 2033, unless a revised traffic study with a

later build-out date has been approved by the County and a copy of the approval provided to the Village of North Palm Beach.

V. The road improvements on Palmetto Drive and the turn lane extension on U.S. Highway One shall be completed no later than the last certificate of occupancy or completion of Phase 2 and shall comply with Palm Beach County regulations and approvals.

W. Uses on the Property are restricted to the uses listed in Table 1 of the Section 45-34.1(1) of the Village Code of Ordinances, including those permitted by PUD.

X. Approval for outdoor seating areas must be obtained as part of the Site Plan process or as otherwise approved by the Village Council.

Y. Dedicated fire lanes shall be provided for each parcel as determined by the Fire Rescue Department in accordance with NFPA 1, Chapter 18, 2.3.6.1.

Z. Access to Buildings on subsequent Site Plan reviews shall meet the requirements of NFPA 1, Chapter 18, 2.3.2.

AA. The Applicant agrees that if, after the construction of the roadways and curbing, the responding fire apparatus cannot achieve the required turning radius as shown in the AutoTurn Analysis submitted November 13, 2023, the Applicant will make the necessary corrections to curbing and/or turning radii.

BB. Vertical roadway clearance shall be maintained at thirteen feet, six inches (13’6”) in accordance with NFPA 1, Chapter 18, 2.3.5.1.2 and no vertical canopy shall infringe the designated areas for fire aerial apparatus setup, i.e., curb cuts.

CC. Prior to the issuance of the first vertical building permit, the Applicant shall fully install and complete the roadways and curbing.

DD. The Master Development Plan shall be revised as necessary to reflect all conditions of approval and re-submitted prior to the issuance of building permits.

EE. Any deviations to the approved Master Development Plan shall be governed by Section 6-59(4) of the Village Code of Ordinances.

FF. Non-compliance with any of the conditions of approval will result in the Village withholding the issuance of any building permits or any certificates of occupancy.

GG. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.

HH. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the "Village of North Palm Beach."

II. The Applicant shall be bound by all oral and written representations both on the record and as part of the application/approval process.

JJ. Approval of the Master Development Plan and Master Phasing Plan does not authorize any construction activities nor shall it operate as an approval of the maximum development parameters for PUDs within the C-3 zoning district permitted by Code. The building site area regulations for each phase/parcel shall be determined through the Site Plan and Appearance Review process, taking into account the public benefit provided.

Section 6. Each of the conditions and requirements of this Ordinance shall be binding upon the Applicant and its successors in interest or assigns and shall be deemed covenants running with the land.

Section 7. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 8. All ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

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

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

SIMMONS & WHITE
2581 Metrocentre Blvd. W, Suite 3, West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

TRAFFIC IMPACT STATEMENT

VILLAGE PLACE
VILLAGE OF NORTH PALM BEACH, FLORIDA

Prepared for:

NP Devland Holdings LLC
c/o Cypress Realty of Florida, LLC
3910 RCA Boulevard
Suite 1015
Palm Beach Gardens, Florida 33403

Job No. 21-191

Date: August 21, 2023
Revised: September 18, 2023

Digitally signed by Anna Lai
Date: 2023.09.18 17:46:38
-04'00'

Anna Lai, P.E., PTOE
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This item has been digitally signed and sealed by Anna Lai, P.E., on 09/18/2023.

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1.0 SITE DATA

The subject parcel is located in the southwest corner of US 1 and Northlake Boulevard in the Village of North Palm Beach, Florida and contains approximately 13.16 acres. The Property Control Numbers (PCNs) for the subject parcel are

36-43-42-21-00-000-3040
36-43-42-21-29-007-0030
68-43-42-21-00-001-0010
68-43-42-21-29-001-0020
68-43-42-21-29-007-0020

The site is currently developed/vested with the following:

126,330 SF shopping plaza without super market
9,790 SF pharmacy with drive-through
5,000 SF drive-in bank
3,028 SF fast food restaurant with drive-through
12 fuel position gas station with 2,410 SF convenience store

Proposed site modifications would result in a total of the following with a build-out year of 2033:

1,080 multifamily dwelling units
206 55+ age-restricted multi-family dwelling units
222-room hotel
131,100 SF shopping plaza without super market
9,790 SF pharmacy with drive-through
5,000 SF drive-in bank
3,028 SF fast food restaurant with drive-through
12 fuel position gas station with 2,410 SF convenience store

The proposed residential dwelling units would qualify for the Coastal Residential Exception as outlined in the Palm Beach County Traffic Performance Standards (TPS) and is therefore not required to meet the TPS. The traffic analysis provided in this report is for informational purposes only based on the above traffic concurrency exemptions.

Currently, both the site and the Northlake Promenade development immediately to the west (in the Town of Lake Park) can be accessed via nine (9) driveway connections. As part of a separate project, the easterly median opening on Northlake Boulevard is proposed to be closed and the eastbound dual left turn lanes will be extended at the US 1 intersection (see Appendix A for the Northlake Promenade Apartments Traffic Performance Standards Review letter dated May 20, 2022). This will change the easterly driveway connection to Northlake Boulevard from full access to right in/right out only. Additionally, a traffic signal is proposed on Northlake Boulevard at the main access driveway to Northlake

1.0 SITE DATA (CONTINUED)

Promenade.

Thus, site access is proposed via the following nine (9) driveway connections: westerly and easterly right in/right out driveway connections to Northlake Boulevard; a central full access driveway connection to Northlake Boulevard; a northerly right in/right out driveway connection to US 1; a southerly right in/left in/right out driveway connection to US 1; and four (4) full access driveway connections to Palmetto Drive. For additional information concerning site location and layout, refer to the Conceptual Development Plan prepared by Gentile Holloway O'Mahoney.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed.

Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant

2.0 PURPOSE OF STUDY (CONTINUED)

on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The Palm Beach County Unified Land Development Code Article 12 requires that for any application for a site specific development order on property on which there are vested uses shall be subject to the Palm Beach County Traffic Performance Standards to the extent the traffic generation projected for the site specific development order exceeds the traffic generation of the vested uses.

The generation rates and capture rates of the vested uses shall be updated to current pro forma traffic generation and passer-by rates and shall be used to calculate vested uses/current approval traffic. Trip generation has been calculated in accordance with the ITE Trip Generation Manual, 11th Edition and the Palm Beach County Trip Generation Rates.

Internal capture rates were first calculated (in Appendix B) based on the ITE Trip Generation Handbook, 3rd Edition. The ITE internal capture methodology has certain limitations and, in particular, a limited number of land uses to consider.

Based on discussion with Palm Beach County Traffic (see email dated 09/08/23 in Appendix B), 15% was assumed as the internal capture rate for the proposed site. It is likely the internal capture will be higher than the conservatively used 15% due to the mixture of land uses and the adjacent Northlake Promenade site.

Table 1 shows the daily traffic generation associated with the existing/vested development in trips per day (TPD). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The net traffic to be generated may be summarized as follows:

Existing/Vested Development

Daily Traffic Generation	=	7,366 tpd
AM Peak Hour Traffic Generation (In/Out)	=	303 pht (171 In/132 Out)
PM Peak Hour Traffic Generation (In/Out)	=	597 pht (296 In/301 Out)

Table 4 shows the daily traffic generation associated with the proposed development. Tables 5 and 6 show the AM and PM peak hour traffic generation, respectively. The net traffic to be generated may be summarized as follows:

3.0 TRAFFIC GENERATION (CONTINUED)

Proposed Development

Daily Traffic Generation	=12,850 tpd
AM Peak Hour Traffic Generation (In/Out)	= 728 pht (288 In/440 Out)
PM Peak Hour Traffic Generation (In/Out)	= 1,048 pht (565 In/483 Out)

The change in traffic generation as a result of the proposed site modifications is shown in Table 7 and may be summarized as follows:

Increase in Traffic Generation

Daily Traffic Generation	= 5,484 tpd
AM Peak Hour Traffic Generation (In/Out)	= 425 pht (117 In/308 Out)
PM Peak Hour Traffic Generation (In/Out)	= 451 pht (269 In/182 Out)

The applicant would like to reserve the right to convert the 222 hotel rooms to additional multifamily dwelling units in the future. The applicant hopes to construct the hotel but in the event that an end user is unable to be obtained, the contingency option is to convert the hotel rooms to residential dwelling units. The comparison between ITE Land Use Code 221 (Multifamily Mid-Rise) and ITE Land Use Code 310 (Hotel) may be summarized as follows:

ITE Land Use 221 (Multifamily Mid-Rise)

Daily:	4.54 trips per dwelling unit
AM Peak:	0.37 trips per dwelling unit
PM Peak:	0.39 trips per dwelling unit

ITE Land Use 310 (Hotel)

Daily:	7.99 trips per room
AM Peak:	0.46 trips per room
PM Peak:	0.59 trips per room

Based on the rates above, the conversion rate from hotel to multifamily is as follows:

Conversion Rate

Daily:	1.76 dwelling units per hotel room
AM Peak:	1.24 dwelling units per hotel room
PM Peak:	1.51 dwelling units per hotel room

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 451 peak hour trips, the development of influence shall be a two (2) mile radius.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 EXISTING TRAFFIC

Existing AM and PM peak hour traffic volumes for the links within the project's radius of development influence were available from the Palm Beach County Engineering Traffic Division. Background traffic data from the Palm Beach County Engineering Traffic Division consisting of historical growth rates, major project traffic, and anticipated development in the area was also considered. Table 8 presents the area wide growth rate calculations.

6.0 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns. Figure 1 presents the trip distribution percentages.

7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2

Tables 12 and 13 (in Appendix C) show the project's AM and PM peak hour trip assignment, respectively, as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 1% of the applicable Level of Service "D" have been outlined as links with significant project assignment.

Tables 14 and 15 (in Appendix C) show the projected total AM and PM peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence. For the links, the 2033 total traffic has been calculated using the higher value between the link

7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2 (CONTINUED)

historical growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The 2033 build-out link volume reports from the Palm Beach County Engineering Traffic Division TPS Database are included in Appendix D.

A review of Tables 12-15 indicates this project meets the applicable Peak Hour Traffic Volume Link Performance Standards on all links within the project's radius of development influence.

8.0 INTERSECTION ANALYSIS TEST 1 – PART 1

As a requirement of Part 1 of Test 1 of the Palm Beach County Traffic Performance Standards, all major intersections in each direction nearest to the point at which the project's traffic enters each project accessed link, and wherethe project traffic entering or exiting the intersection from/to the project accessed link is significant, must be analyzed. Therefore, the following intersections must be analyzed for the 2033 projected AM and PM peak hours:

Northlake Boulevard at US 1
Northlake Boulevard at Prosperity Farms Road
Palmetto Drive at US 1

For each intersection, the 2033 total traffic has been calculated using the higher value between the background growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The 2033 build-out intersection volume reports from the Palm Beach County Engineering Traffic Division TPS Database are included in Appendix D.

Each intersection has been analyzed using the adjusted turning movement volumes in accordance with the methodology set forth in the Transportation Research Board Special Report 209, Planning Analysis. The intersection analyses are included in Appendix E. The analysis results show that the sum of the critical movements during the peak season, peak hours at project build-out is less than the adopted Level of Service volume of 1,400 vehicles per hours (vph) for the subject intersections.

	CRITICAL SUM	
INTERSECTION	**AM**	**PM**
Northlake Blvd at US 1	867	966
Northlake Blvd at Prosperity Farms Rd	928	1,271
Palmetto Dr at US 1	777	885

Queue analysis was performed in Synchro for the following intersections and driveways and is included in Appendix E:

8.0 INTERSECTION ANALYSIS TEST 1 – PART 1 (CONTINUED)

Northlake Boulevard at US 1
Northlake Boulevard at Project Central (Main) Driveway
Project Southerly (Main) Driveway at US 1
Palmetto Drive at US 1

9.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 16 and 17 (in Appendix F) show the project's AM and PM peak hour trip assignment, respectively, as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 3% of the applicable Level of Service "E" have been outlined as links with significant project assignment.

Tables 18 and 19 (in Appendix F) show the projected total AM and PM peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence. For the links, the 2028 total traffic has been calculated using the higher value between the link historical growth rate and the combination of a 1.0% background growth rate and the approved committed development trips. The 2028 build-out link volume reports from the Palm Beach County Engineering Traffic Division TPS Database are included in Appendix G.

A review of Tables 16-19 indicates this project meets the applicable Peak Hour Traffic Volume Link Performance Standards on all links within the project's radius of development influence.

10.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development and Northlake Promenade with no reduction for pass by credits are shown in Tables 10 and 11 and may be summarized as follows:

DIRECTIONAL DISTRIBUTION (TRIPS IN/OUT)

AM = 437 / 563
PM = 793 / 714

Figure 2 presents the AM and PM peak turning movement volume assignments at the project driveways based on the directional distributions. As previously mentioned, site access is proposed via the following nine (9) driveway

10.0 SITE RELATED IMPROVEMENTS (CONTINUED)

connections: westerly and easterly right in/right out driveway connections to Northlake Boulevard; a central full access driveway connection to Northlake Boulevard; a northerly right in/right out driveway connection to US 1; a southerly right in/left in/right out driveway connection to US 1; and four (4) full access driveway connections to Palmetto Drive. For additional information concerning site location and layout, refer to the Conceptual Development Plan prepared by Gentile Holloway O'Mahoney.

Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour and on Palmetto Drive being a low volume, low speed roadway, eastbound left turn lanes are not recommended at the Palmetto Drive driveways. Due to right of way constraints, right turn lanes are not proposed. For the southerly US 1 driveway connection, the northbound left turn is proposed to be extended to the maximum extent feasible. For Palmetto Drive at US 1, the eastbound left turn is also proposed to be extended to the maximum extent feasible.

11.0 CONCLUSION

The proposed development has been estimated to generate 5,484 trips per day, 425 AM peak hour trips, and 451 PM peak hour trips at project build-out in 2033. Based on an analysis of existing and project traffic characteristics and distribution, as well as the existing and future roadway network geometry and traffic volumes, this overall project meets the Link/Build-Out Test and Five Year Analysis test as required by the Palm Beach County Traffic Performance Standards. The following improvements are proposed:

1. Extension of the northbound left turn lane on US 1 at the project entrance;
2. Extension of the eastbound left turn lane on Palmetto Drive at US 1;
3. Median modification and extension of the dual eastbound left turn lanes on Northlake Boulevard at US 1(also required as part of the Northlake Promenade Apartments project); and
4. Traffic signalization at Northlake Boulevard and remaining full access opening (also required as part of the Northlake Promenade Apartments projects).

VILLAGE PLACE

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

EXISTING DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	In	Out	Gross Trips	Internalization %	Internalization Total	External Trips (Driveway Trips)	Pass-by %	Pass-by Trips	Net Trips
Shop Plaza (40-150ksf) w/o Sup Market	821	126,330	S.F.	67.52			8,530	5.0%	427	8,103	39%	3,160	4,943
Pharmacy + DT	881	9,790	S.F.	108.40			1,061	5.0%	53	1,008	50%	504	504
Drive-In Bank	912	5,000	S.F.	100.35			502	5.0%	25	477	47%	224	253
Fast Food Rest. + DT	934	3,028	S.F.	467.48			1,416	5.0%	71	1,345	49%	659	686
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	14.3*PM Trips			2,646	5.0%	132	2,514	61%	1,534	980
		2,410	S.F.										
			Grand Totals:				**14,155**	**5.0%**	**708**	**13,447**	**45%**	**6,081**	**7,366**

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Shop Plaza (40-150ksf) w/o Sup Market	821	126,330	S.F.	1.73	0.62	0.38	136	83	219	5.0%	7	4	11	129	79	208	39%	81	79	48	127
Pharmacy + DT	881	9,790	S.F.	3.74	0.52	0.48	19	18	37	5.0%	1	1	2	18	17	35	50%	18	9	8	17
Drive-In Bank	912	5,000	S.F.	9.95	0.58	0.42	29	21	50	5.0%	1	2	3	28	19	47	47%	22	15	10	25
Fast Food Rest. + DT	934	3,028	S.F.	44.61	0.51	0.49	69	66	135	5.0%	3	4	7	66	62	128	49%	63	34	31	65
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	Note f	0.50	0.50	93	92	185	5.0%	5	4	9	88	88	176	61%	107	34	35	69
		2,410	S.F.																		
			Grand Totals:				**346**	**280**	**626**	**5.1%**	**17**	**15**	**32**	**329**	**265**	**594**	**49%**	**291**	**171**	**132**	**303**

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Shop Plaza (40-150ksf) w/o Sup Market	821	126,330	S.F.	5.19	0.49	0.51	321	335	656	5.0%	16	17	33	305	318	623	39%	243	186	194	380
Pharmacy + DT	881	9,790	S.F.	10.25	0.50	0.50	50	50	100	5.0%	3	2	5	47	48	95	50%	48	24	23	47
Drive-In Bank	912	5,000	S.F.	21.01	0.50	0.50	53	52	105	5.0%	3	2	5	50	50	100	47%	47	27	26	53
Fast Food Rest. + DT	934	3,028	S.F.	33.03	0.52	0.48	52	48	100	5.0%	3	2	5	49	46	95	49%	47	25	23	48
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	93	92	185	5.0%	5	4	9	88	88	176	61%	107	34	35	69
		2,410	S.F.																		
			Grand Totals:				**569**	**577**	**1,146**	**5.0%**	**30**	**27**	**57**	**539**	**550**	**1,089**	**45%**	**492**	**296**	**301**	**597**

Notes:
e) Use both Fueling Position and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

SIMMONS & WHITE

VILLAGE PLACE

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

PROPOSED DEVELOPMENT

TABLE 4 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	In	Out	Gross Trips	Internalization* %	Internalization* Total	External Trips (Driveway Trips)	Pass-by %	Pass-by Trips	Net Trips
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	4.54			4,903	15.0%	735	4,168	0%	0	4,168
55+ SF Attached	252	206	Dwelling Units	3.24			667	15.0%	100	567	0%	0	567
Hotel	310	222	Rooms	7.99			1,774	15.0%	266	1,508	10%	151	1,357
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	67.52			8,852	15.0%	1,328	7,524	39%	2,934	4,590
Pharmacy + DT	881	9,790	S.F.	108.40			1,061	15.0%	159	902	50%	451	451
Drive-In Bank	912	5,000	S.F.	100.35			502	15.0%	75	427	47%	201	226
Fast Food Rest. + DT	934	3,028	S.F.	467.48			1,416	15.0%	212	1,204	49%	590	614
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	14.3*PM Trips			2,646	15.0%	397	2,249	61%	1,372	877
		2,410	S.F.										
			Grand Totals:				**21,821**	**15.0%**	**3,272**	**18,549**	**31%**	**5,699**	**12,850**

TABLE 5 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization* %	Internalization* In	Internalization* Out	Internalization* Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	0.37	0.23	0.77	92	308	400	15.0%	14	46	60	78	262	340	0%	0	78	262	340
55+ SF Attached	252	206	Dwelling Units	0.2	0.34	0.66	14	27	41	15.0%	2	4	6	12	23	35	0%	0	12	23	35
Hotel	310	222	Rooms	0.46	0.56	0.44	57	45	102	15.0%	9	6	15	48	39	87	10%	9	43	35	78
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	1.73	0.62	0.38	141	86	227	15.0%	21	13	34	120	73	193	39%	75	73	45	118
Pharmacy + DT	881	9,790	S.F.	3.74	0.52	0.48	19	18	37	15.0%	3	3	6	16	15	31	50%	16	8	7	15
Drive-In Bank	912	5,000	S.F.	9.95	0.58	0.42	29	21	50	15.0%	4	4	8	25	17	42	47%	20	13	9	22
Fast Food Rest. + DT	934	3,028	S.F.	44.61	0.51	0.49	69	66	135	15.0%	10	10	20	59	56	115	49%	56	30	29	59
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	Note f	0.50	0.50	93	92	185	15.0%	14	14	28	79	78	157	61%	96	31	30	61
		2,410	S.F.																		
			Grand Totals:				**514**	**663**	**1,177**	**15.0%**	**77**	**100**	**177**	**437**	**563**	**1,000**	**27%**	**272**	**288**	**440**	**728**

TABLE 6 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization* %	Internalization* In	Internalization* Out	Internalization* Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	0.39	0.61	0.39	257	164	421	15.0%	39	24	63	218	140	358	0%	0	218	140	358
55+ SF Attached	252	206	Dwelling Units	0.25	0.56	0.44	29	23	52	15.0%	4	4	8	25	19	44	0%	0	25	19	44
Hotel	310	222	Rooms	0.59	0.51	0.49	67	64	131	15.0%	10	10	20	57	54	111	10%	11	51	49	100
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	5.19	0.49	0.51	333	347	680	15.0%	50	52	102	283	295	578	39%	225	173	180	353
Pharmacy + DT	881	9,790	S.F.	10.25	0.50	0.50	50	50	100	15.0%	8	7	15	42	43	85	50%	43	21	21	42
Drive-In Bank	912	5,000	S.F.	21.01	0.50	0.50	53	52	105	15.0%	8	8	16	45	44	89	47%	42	24	23	47
Fast Food Rest. + DT	934	3,028	S.F.	33.03	0.52	0.48	52	48	100	15.0%	8	7	15	44	41	85	49%	42	22	21	43
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	93	92	185	15.0%	14	14	28	79	78	157	61%	96	31	30	61
		2,410	S.F.																		
			Grand Totals:				**934**	**840**	**1,774**	**15.1%**	**141**	**126**	**267**	**793**	**714**	**1,507**	**30%**	**459**	**565**	**483**	**1,048**

Notes:

* Used 15% internalization per the Palm Beach County Traffic email dated 09/08/23 with Hanane Akif.

e) Use both Fueling Position and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

SIMMONS & WHITE

VILLAGE PLACE

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

TABLE 7
TRAFFIC GENERATION INCREASE

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	7,366	303	171	132	597	296	301
PROPOSED DEVELOPMENT =	12,850	728	288	440	1,048	565	483
INCREASE =	**5,484**	**425**	**117**	**308**	**451**	**269**	**182**

VILLAGE PLACE

09/19/22
Revised 08/01/23

TABLE 8
AREA WIDE GROWTH RATE CALCULATION

STATION	ROADWAY	FROM	TO	2019 PEAK SEASON DAILY TRAFFIC	2023 PEAK SEASON DAILY TRAFFIC	IND. (%)
2309	NORTHLAKE BOULEVARD	I-95	CONGRESS AVENUE	NA	52,971	NA
2815	NORTHLAKE BOULEVARD	CONGRESS AVENUE	ALT A1A	44,812	42,222	-1.48%
2821*	NORTHLAKE BOULEVARD	ALT A1A	PROSPERITY FARMS ROAD	34,600	36,590	1.88%
2817	NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	SOUTHWIND DRIVE	36,462	32,974	-2.48%
2819*	NORTHLAKE BOULEVARD	SOUTHWIND DRIVE	US 1	29,028	26,266	-3.28%
2833	PARK AVENUE	OLD DIXIE HIGHWAY	US 1	5,552	4,983	-2.67%
2615	SILVER BEACH ROAD	CONGRESS AVENUE	OLD DIXIE HIGHWAY	16,081	14,659	-2.29%
2807	SILVER BEACH ROAD	OLD DIXIE HIGHWAY	US 1	13,149	11,921	-2.42%
2811*	BLUE HERON BOULEVARD	OLD DIXIE HIGHWAY	US-1	23,005	24,135	1.61%
2828	A1A/SR 811	BURNS ROAD	LIGHTHOUSE DRIVE	NA	NA	NA
2814**	A1A/SR 811	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	22,798	23,817	1.47%
2836**	PROSPERITY FARMS ROAD	BURNS ROAD	LIGHTHOUSE DRIVE	18,111	17,162	-1.78%
2806	PROSPERITY FARMS ROAD	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	17,958	15,008	-4.39%
2834	AUSTRALIAN AVENUE	BLUE HERON BOULEVARD	MLK BOULEVARD	13,481	11,596	-3.70%
2808	OLD DIXIE HIGHWAY	SILVER BEACH ROAD	BLUE HERON BOULEVARD	NA	NA	NA
2810	OLD DIXIE HIGHWAY	BLUE HERON BOULEVARD	MLK BOULEVARD	NA	NA	NA
2838*	US 1	PGA BOULEVARD	LIGHTHOUSE DRIVE	25,371	27,035	2.14%
2832**	US 1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	31,217	28,129	-3.41%
2800*	US 1	NORTHLAKE BOULEVARD	PARK AVENUE	25,146	26,896	2.27%
2818	BROADWAY	BLUE HERON BOULEVARD	13TH STREET	NA	NA	NA
					AVERAGE =	**-1.23%**
					AREA WIDE GROWTH RATE =	**1.0%**

* 2019 and 2022 peak season daily traffic volumes were used for links where 2020 or 2023 volumes were unavailable.

** 2020 and 2023 peak season daily traffic volumes were used for links where they were available.

SIMMONS & WHITE

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ENGINEERING | PLANNING | CONSULTING | SINCE 1982
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N
N.T.S.

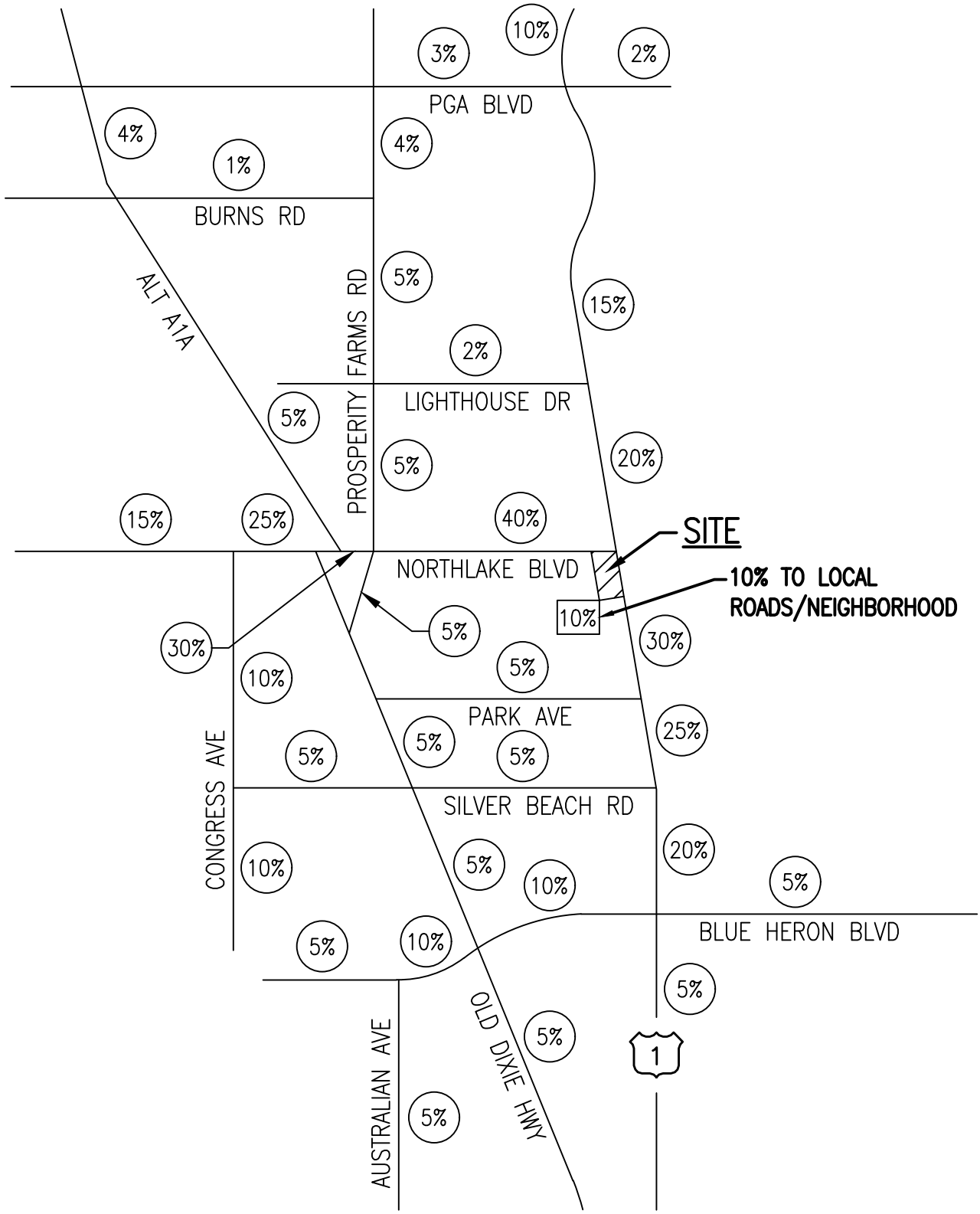

FIGURE 1
PROJECT DISTRIBUTION

LEGEND

(15%) PROJECT DISTRIBUTION

VILLAGE PLACE

21-191 AL 9-16-22

VILLAGE PLACE

08/01/23
Revised 08/21/23
Revised 09/13/23

VILLAGE PLACE + NORTHLAKE PROMENADE
PROPOSED DEVELOPMENT (USED FOR DRIVEWAY TRIPS)

TABLE 9 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization* %	Internalization* In	Internalization* Out	Internalization* Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	4.54			6,038	15.0%	906			5,132			0%	0	5,132		
55+ SF Attached	252	206	Dwelling Units	3.24			667	15.0%	100			567			0%	0	567		
Hotel	310	222	Rooms	7.99			1,774	15.0%	266			1,508			10%	151	1,357		
Medical Office (Stand-Alone)	720	7,511	S.F.	T=42.97(X)-108.01			215	15.0%	32			183			10%	18	165		
Shop Center (>150ksf)	820	198,534	S.F.	37.01			7,348	15.0%	1,102			6,246			24%	1,499	4,747		
Pharmacy + DT	881	9,790	S.F.	108.40			1,061	15.0%	159			902			50%	451	451		
Drive-In Bank	912	5,000	S.F.	100.35			502	15.0%	75			427			47%	201	226		
Fast Food Rest. + DT	934	3,028	S.F.	467.48			1,416	15.0%	212			1,204			49%	590	614		
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	14.3*PM Trips			2,646	15.0%	397			2,249			61%	1,372	877		
		2,410	S.F.																
			Grand Totals:				**21,667**	**15.0%**	**3,249**			**18,418**			**23%**	**4,282**	**14,136**		

TABLE 10 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization* %	Internalization* In	Internalization* Out	Internalization* Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	0.37	0.23	0.77	113	379	492	15.0%	17	57	74	96	322	418	0%	0	96	322	418
55+ SF Attached	252	206	Dwelling Units	0.2	0.34	0.66	14	27	41	15.0%	2	4	6	12	23	35	0%	0	12	23	35
Hotel	310	222	Rooms	0.46	0.56	0.44	57	45	102	15.0%	9	6	15	48	39	87	10%	9	43	35	78
Medical Office (Stand-Alone)	720	7,511	S.F.	3.10	0.79	0.21	18	5	23	15.0%	3	0	3	15	5	20	10%	2	14	4	18
Shop Center (>150ksf)	820	198,534	S.F.	0.84	0.62	0.38	104	63	167	15.0%	16	9	25	88	54	142	24%	34	67	41	108
Pharmacy + DT	881	9,790	S.F.	3.74	0.52	0.48	19	18	37	15.0%	3	3	6	16	15	31	50%	16	8	7	15
Drive-In Bank	912	5,000	S.F.	9.95	0.58	0.42	29	21	50	15.0%	4	4	8	25	17	42	47%	20	13	9	22
Fast Food Rest. + DT	934	3,028	S.F.	44.61	0.51	0.49	69	66	135	15.0%	10	10	20	59	56	115	49%	56	30	29	59
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	Note f	0.50	0.50	93	92	185	15.0%	14	14	28	79	78	157	61%	96	31	30	61
		2,410	S.F.																		
			Grand Totals:				**516**	**716**	**1,232**	**15.0%**	**78**	**107**	**185**	**438**	**609**	**1,047**	**22%**	**233**	**314**	**500**	**814**

TABLE 11 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization* %	Internalization* In	Internalization* Out	Internalization* Total	External Trips (Driveway Trips) In	External Trips (Driveway Trips) Out	External Trips (Driveway Trips) Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	0.39	0.61	0.39	317	202	519	15.0%	48	30	78	269	172	441	0%	0	269	172	441
55+ SF Attached	252	206	Dwelling Units	0.25	0.56	0.44	29	23	52	15.0%	4	4	8	25	19	44	0%	0	25	19	44
Hotel	310	222	Rooms	0.59	0.51	0.49	67	64	131	15.0%	10	10	20	57	54	111	10%	11	51	49	100
Medical Office (Stand-Alone)	720	7,511	S.F.	3.93	0.30	0.70	9	21	30	15.0%	1	4	5	8	17	25	10%	3	7	15	22
Shop Center (>150ksf)	820	198,534	S.F.	3.4	0.48	0.52	324	351	675	15.0%	49	52	101	275	299	574	24%	138	209	227	436
Pharmacy + DT	881	9,790	S.F.	10.25	0.50	0.50	50	50	100	15.0%	8	7	15	42	43	85	50%	43	21	21	42
Drive-In Bank	912	5,000	S.F.	21.01	0.50	0.50	53	52	105	15.0%	8	8	16	45	44	89	47%	42	24	23	47
Fast Food Rest. + DT	934	3,028	S.F.	33.03	0.52	0.48	52	48	100	15.0%	8	7	15	44	41	85	49%	42	22	21	43
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	93	92	185	15.0%	14	14	28	79	78	157	61%	96	31	30	61
		2,410	S.F.																		
			Grand Totals:				**994**	**903**	**1,897**	**15.1%**	**150**	**136**	**286**	**844**	**767**	**1,611**	**23%**	**375**	**659**	**577**	**1,236**

Notes:
* Used 15% internalization per the Palm Beach County Traffic email dated 09/08/23 with Hanane Akif.
e) Use both Fueling Position and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

SIMMONS & WHITE

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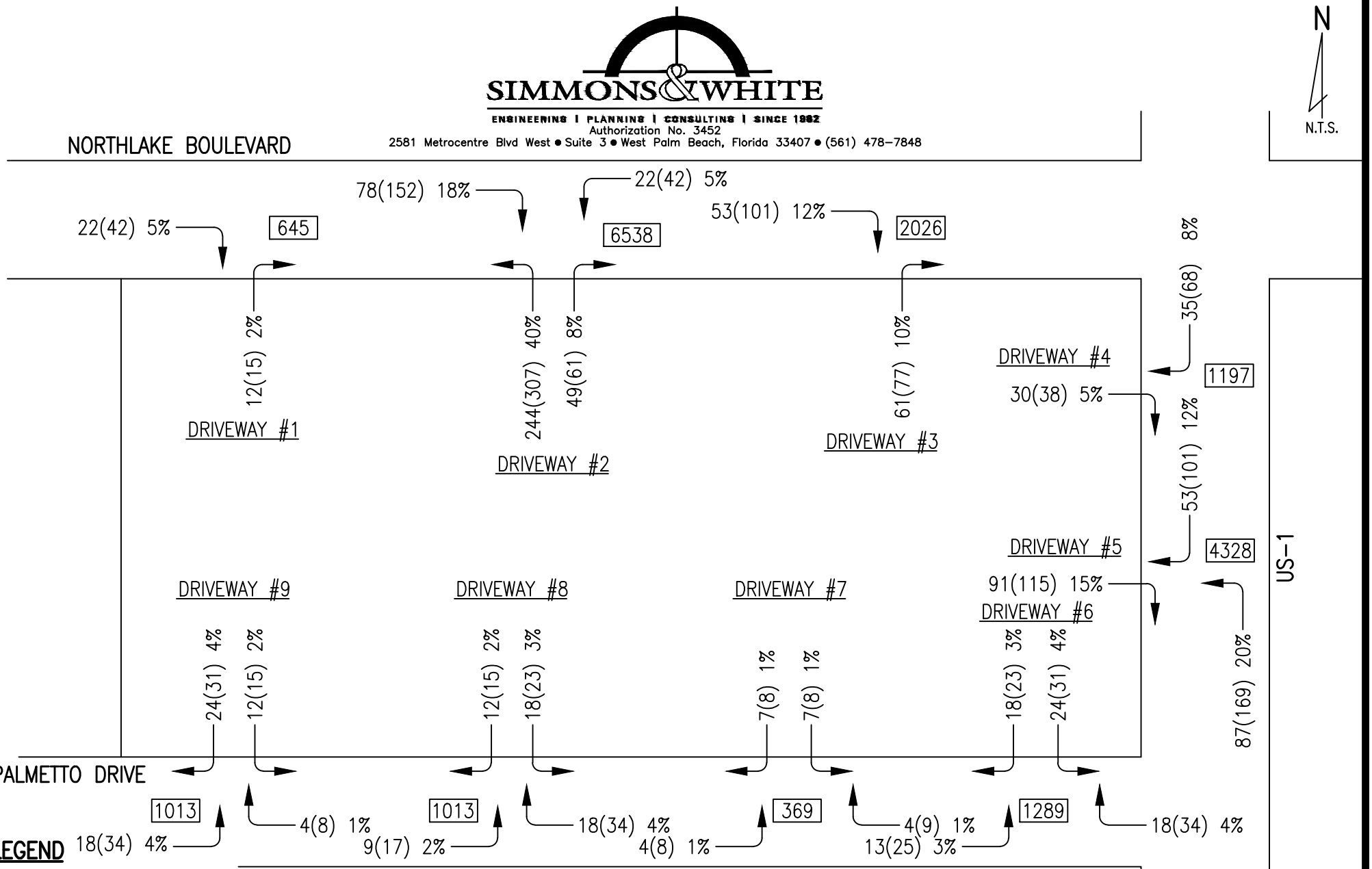
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848



LEGEND

2% TRIP ASSIGNMENT
10 A.M. PEAK HOUR TURNING MOVEMENT
(20) P.M. PEAK HOUR TURNING MOVEMENT
1049 A.A.D.T.

FIGURE 2
TOTAL DRIVEWAY TURNING MOVEMENTS:
VILLAGE SHOPPES & NORTHLAKE PROMENADE
(SEE TABLES 9-11)

VILLAGE PLACE
21-191 AL 8-15-23
REVISED 8-21-23
REVISED 9-15-23

APPENDIX A

NORTHLAKE PROMENADE APARTMENTS
TPS LETTER

Department of Engineering and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

May 20, 2022

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

RE: Northlake Promenade Apartments
Project #: 220502
Traffic Performance Standards (TPS) Review

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised May 18, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Lake Park
Location:	South side of Northlake Blvd, about 0.18 miles west of US-1
PCN:	36-43-42-21-32-010-0000 (additional PCNs in file)
Access:	One right-in/right-out and two full access driveway connections onto Northlake Blvd, one directional and two right-in/right-out access driveway connections onto US-1, and four full access driveway connections onto Palmetto Drive (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Gen. Commercial = 67,434 SF Drive-In Bank = 4,281 SF
Proposed Uses:	Replace exiting Drive-In Bank with 7,511 SF Medical Office and add 250 Multifamily Dwelling Units
New Daily Trips:	1,159
New Peak Hour Trips:	80 (22/58) AM; 68 (42/26) PM
Build-out:	December 31, 2024

Based on our review, the proposed development is within the Coastal Residential Exception Area and, therefore, the residential portion of the proposed development is exempt from the TPS of Palm Beach County. The Traffic Division has determined the proposed development meets the TPS of Palm Beach County.

The following conditions should be added to the Development Order of this project:

1. No Building Permits for the site may be issued after December 31, 2024.

2. The Property Owner/Developer shall fund the cost of signal installation, if warranted as determined by the County Engineer, on Northlake Blvd at

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printed on sustainable and recycled paper

Project's western main entrance. Signalization shall be a mast arm structure installation. The cost of signalization shall also include all design costs and any required utility relocation and right of way or easement acquisition.

a. Building Permits shall not be issued until the developer provides acceptable surety to the Traffic Division in an amount as determined by the Director of the Traffic Division.

b. In order to request release of the surety for the traffic signal at the above intersection, the Property Owner/Developer shall provide written notice to the Traffic Division stating that the final certificate of occupancy has been issued for this development and requesting that a signal warrant study be conducted at the intersection. The Traffic Division shall have 24 months from receipt of this notice to either draw upon the monies to construct the traffic signal or release the monies. In the event that the property is sold, the surety may be returned once the Traffic Division receives written documentation of the sale and a replacement surety has been provided to the Traffic Division by the new Property Owner.

3. The Property Owner shall close the easterly median opening on Northlake Blvd and subsequently extend the eastbound dual left turn lanes at US-1 intersection to the maximum extent feasible, as approved by the County Engineer or FDOT, as appropriate. This modification shall be completed before issuance of any Certificates of Occupancy.

4. The Property Owner shall extend the existing eastbound "drop through lane/right turn lane" on Northlake Blvd at US-1, westerly to the east edge of the Project's westernmost driveway connection. This modification shall be completed before issuance of any Certificates of Occupancy.

The municipality shall transmit an official, recorded copy of the Development Order with the above conditions to the County Engineer no later than ten calendar days after approval of the Development Order. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain conditions 1 thru 4 exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the TPS of Palm Beach County shall be deemed rescinded and rendered void.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw
ec: Addressee
Nadia Di Tommaso, Director of Community Development, Town of Lake Park
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Bogdan Piorkowski, P.E., Sr. Prof. Engineer, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\220502 - NORTHLAKE PROMENADE APARTMENTS.DOCX;

APPENDIX B

INTERNAL CAPTURE CALCULATIONS

Anna Lai

From: Hanane Akif <HAkif@pbcgov.org>
Sent: Friday, September 8, 2023 14:48
To: Bryan Kelley
Cc: Alberto Lopez Tagle; Quazi Bari; Anna Lai
Subject: RE: Village Place

Good afternoon Bryan,

Please cap the project's internal capture at a maximum of 15%.

Regards,

Hanane
From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Friday, September 1, 2023 11:45 AM
To: Hanane Akif <HAkif@pbcgov.org>
Cc: Alberto Lopez Tagle <ALopezTagle@pbcgov.org>; Quazi Bari <QBari@pbcgov.org>; Anna Lai <anna@simmonsandwhite.com>
Subject: Re: Village Place

This Message Is From an External Sender
This message came from outside your organization.

Got it, thanks!

> On Sep 1, 2023, at 11:39 AM, Hanane Akif <HAkif@pbcgov.org> wrote:
>
> <image001.gif>
> Bryan,
>
> I have received your report. Please allow me some time to review it, and I will get back to you.
>
> Thanks,
>
> Hanane
>
> **From:** Bryan Kelley <bryan@simmonsandwhite.com>
> **Sent:** Friday, September 1, 2023 10:24 AM
> **To:** Alberto Lopez Tagle <ALopezTagle@pbcgov.org>; Hanane Akif <HAkif@pbcgov.org>
> **Cc:** Quazi Bari <QBari@pbcgov.org>; Anna Lai <anna@simmonsandwhite.com>
> **Subject:** RE: Village Place

This Message Is From an External Sender

This message came from outside your organization.

Hi Hanane,
I realized that the traffic study wasn't attached on the previous email. We wanted to see if we could get a determination before sending the revised TPS review fee check in whether a higher than 10% internal capture percentage could be accepted at this particular location based on the ITE IC rates.

Thanks,

Bryan G. Kelley, P.E.

Senior Traffic Engineer

<image003.jpg>

O: 561.478.7848 x112 | C: 561.371.2285
2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407

simmonsandwhite.com

From: Alberto Lopez Tagle <ALopezTagle@pbcgov.org>
Sent: Wednesday, August 30, 2023 3:49 PM
To: Bryan Kelley <bryan@simmonsandwhite.com>; Hanane Akif <HAkif@pbcgov.org>
Cc: Quazi Bari <QBari@pbcgov.org>; Anna Lai <anna@simmonsandwhite.com>
Subject: RE: Village Place

Hi Bryan,

Hanane will be the professional engineer in charge to review this project. She will be able to answer this question.

Also, we are still waiting for the 315 S. Dixie Highway TPS fees (see attached email please)

Thank you,

<image004.jpg>
Alberto Lopez Tagle
Technical Assistant ///

Palm Beach County
Department of Engineering and Public Works
Division of Traffic
2300 Vista Parkway
West Palm Beach, FL 33411
561.684.4051 Office

From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Wednesday, August 30, 2023 3:10 PM
To: Alberto Lopez Tagle <ALopezTagle@pbcgov.org>; Anna Lai <anna@simmonsandwhite.com>
Cc: Quazi Bari <QBari@pbcgov.org>
Subject: RE: Village Place

This Message Is From an External Sender
This message came from outside your organization.

Alberto –
We will send in the balance required of the TPS review fee. I do have a question before doing so however. Can you review the internal capture calculations shown in Appendix B to determine if these would be accepted? The internal capture rates are above the 10% County threshold but certainly this is a large, unique project which may warrant a higher number. We provided these for informational purposes and only used 10% but would like to get a determination from PBC if we could use higher based on the ITE internal capture rates.

Thanks,

Bryan G. Kelley, P.E.

Senior Traffic Engineer

<image003.jpg>

O: 561.478.7848 x112 | C: 561.371.2285
2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407

simmonsandwhite.com

From: Alberto Lopez Tagle <ALopezTagle@pbcgov.org>
Sent: Monday, August 28, 2023 10:40 AM
To: Anna Lai <anna@simmonsandwhite.com>
Cc: Quazi Bari <QBari@pbcgov.org>; Bryan Kelley <bryan@simmonsandwhite.com>
Subject: Village Place

Hi Anna,

A couple of weeks ago there was a PBC strategy meeting. In that meeting it was discussed that in the BCC approved Fee Schedule, the fees are exclusively based on net daily trips with a minimum and did not make any exception to TCEA or CREA projects.

Based on that. The check for $2,578.40 is not sufficient to cover the TPS review fees for Village Place.

6,092 trips x $2.20 = $13,402.40 – $2,578.40 = $10,824.00

Please provide a check payable to “Palm Beach County Board of County Commissioners” for $10,824.00 to cover the TPS review fees. Please note projects are reviewed on a first come first serve basis and almost in all cases responded to within 30 working days.

You can either mail the check or drop it at our office (3rd floor lobby, drop off shelf for Traffic Division).

Address:

Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

Thank you,

<image004.jpg>
Alberto Lopez Tagle
Technical Assistant ///
Palm Beach County
Department of Engineering and Public Works
Division of Traffic
2300 Vista Parkway
West Palm Beach, FL 33411
561.684.4051 Office

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

VILLAGE PLACE
PROPOSED DEVELOPMENT

Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	4.54			4,903	21.9%	1,073	3,830	0%	0	3,830
55+ SF Attached	252	206	Dwelling Units	3.24			667	20.2%	135	532	0%	0	532
Hotel	310	222	Rooms	7.99			1,774	13.7%	244	1,530	10%	153	1,377
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	67.52			8,852	12.5%	1,106	7,746	39%	3,021	4,725
Pharmacy + DT	881	9,790	S.F.	108.40			1,061	11.9%	126	935	50%	468	467
Drive-In Bank	912	5,000	S.F.	100.35			502	22.8%	115	387	47%	182	205
Fast Food Rest. + DT	934	3,028	S.F.	467.48			1,416	12.0%	170	1,246	49%	611	635
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	14.3*PM Trips			2,646	3.0%	80	2,566	61%	1,565	1,001
		2,410	S.F.										
			Grand Totals:				**21,821**	**14.0%**	**3,049**	**18,772**	**32%**	**6,000**	**12,772**

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	0.37	0.23	0.77	92	308	400	1.5%	2	4	6	90	304	394	0%	0	90	304	394
55+ SF Attached	252	206	Dwelling Units	0.2	0.34	0.66	14	27	41	0.0%	0	0	0	14	27	41	0%	0	14	27	41
Hotel	310	222	Rooms	0.46	0.56	0.44	57	45	102	6.9%	0	7	7	57	38	95	10%	10	51	34	85
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	1.73	0.62	0.38	141	86	227	3.5%	7	1	8	134	85	219	39%	85	82	52	134
Pharmacy + DT	881	9,790	S.F.	3.74	0.52	0.48	19	18	37	2.7%	1	0	1	18	18	36	50%	18	9	9	18
Drive-In Bank	912	5,000	S.F.	9.95	0.58	0.42	29	21	50	18.0%	3	6	9	26	15	41	47%	19	14	8	22
Fast Food Rest. + DT	934	3,028	S.F.	44.61	0.51	0.49	69	66	135	3.0%	3	1	4	66	65	131	49%	64	34	33	67
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	Note f	0.50	0.50	93	92	185	2.8%	4	1	5	89	91	180	61%	110	35	35	70
		2,410	S.F.																		
			Grand Totals:				**514**	**663**	**1,177**	**3.4%**	**20**	**20**	**40**	**494**	**643**	**1,137**	**27%**	**306**	**329**	**502**	**831**

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,080	Dwelling Units	0.39	0.61	0.39	257	164	421	42.3%	120	58	178	137	106	243	0%	0	137	106	243
55+ SF Attached	252	206	Dwelling Units	0.25	0.56	0.44	29	23	52	40.4%	13	8	21	16	15	31	0%	0	16	15	31
Hotel	310	222	Rooms	0.59	0.51	0.49	67	64	131	20.6%	17	10	27	50	54	104	10%	10	45	49	94
Shop Plaza (40-150ksf) w/o Sup Market	821	131,100	S.F.	5.19	0.49	0.51	333	347	680	21.5%	46	100	146	287	247	534	39%	208	175	151	326
Pharmacy + DT	881	9,790	S.F.	10.25	0.50	0.50	50	50	100	21.0%	7	14	21	43	36	79	50%	40	22	17	39
Drive-In Bank	912	5,000	S.F.	21.01	0.50	0.50	53	52	105	27.6%	18	11	29	35	41	76	47%	36	19	21	40
Fast Food Rest. + DT	934	3,028	S.F.	33.03	0.52	0.48	52	48	100	21.0%	7	14	21	45	34	79	49%	39	23	17	40
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	93	92	185	3.2%	13	26	6	80	66	179	61%	109	31	39	70
		2,410	S.F.																		
			Grand Totals:				**934**	**840**	**1,774**	**25.3%**	**241**	**241**	**449**	**693**	**599**	**1,325**	**33%**	**442**	**468**	**415**	**883**

25.3% vs 27.1%

Use 15% per the Palm Beach County Traffic email dated 09/08/23 with Hanane Akif.

Notes:

e) Use both Fueling Position and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates.

SIMMONS & WHITE

08/01/23
Revised 08/21/23

VILLAGE PLACE

PROPOSED DEVELOPMENT

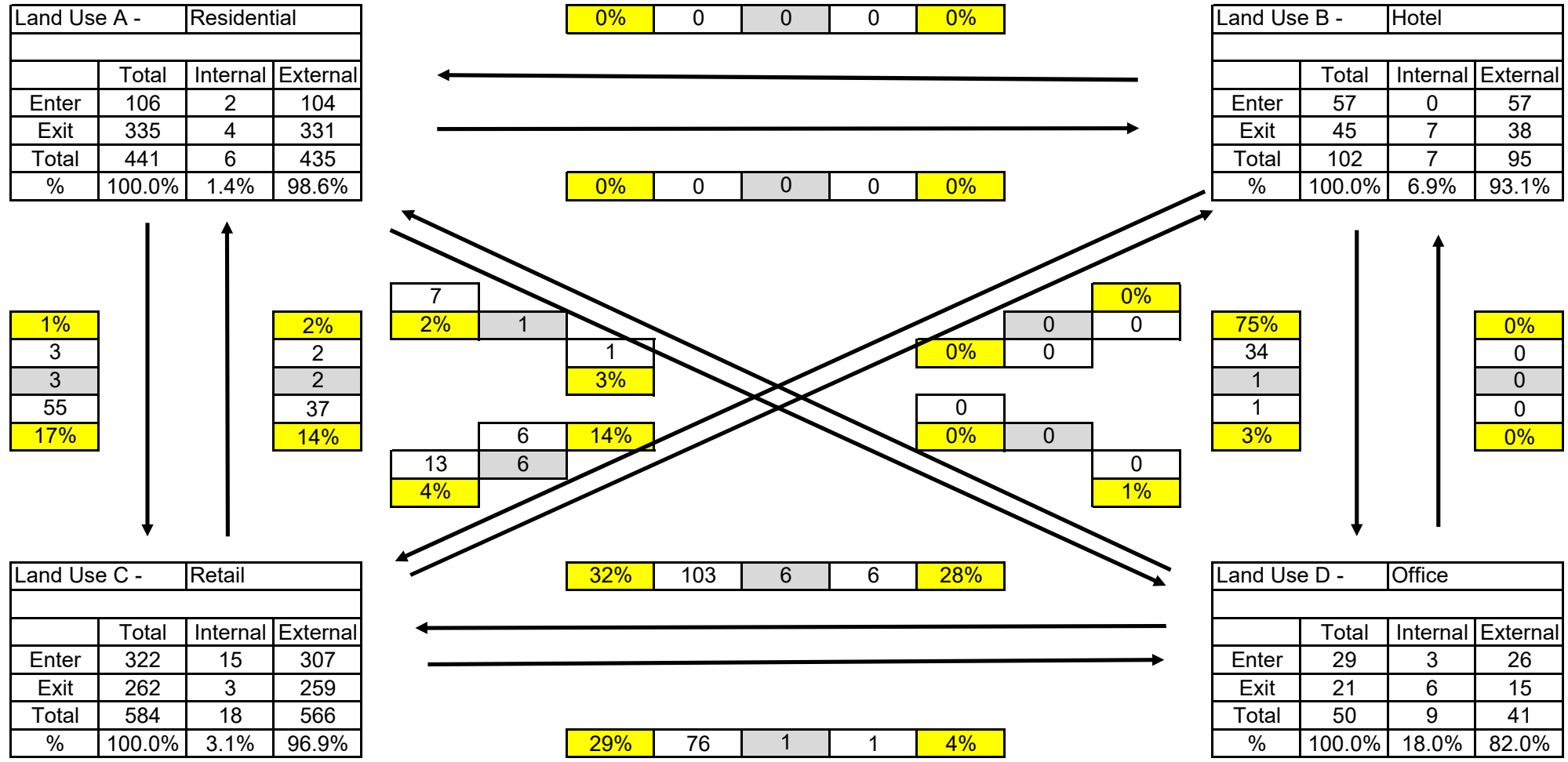
AM PEAK

Land Use A -	Residential		
	Total	Internal	External
Enter	106	2	104
Exit	335	4	331
Total	441	6	435
%	100.0%	1.4%	98.6%

Land Use B -	Hotel		
	Total	Internal	External
Enter	57	0	57
Exit	45	7	38
Total	102	7	95
%	100.0%	6.9%	93.1%

Land Use C -	Retail		
	Total	Internal	External
Enter	322	15	307
Exit	262	3	259
Total	584	18	566
%	100.0%	3.1%	96.9%

Land Use D -	Office		
	Total	Internal	External
Enter	29	3	26
Exit	21	6	15
Total	50	9	41
%	100.0%	18.0%	82.0%



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08/01/23
Revised 08/21/23

VILLAGE PLACE

PROPOSED DEVELOPMENT

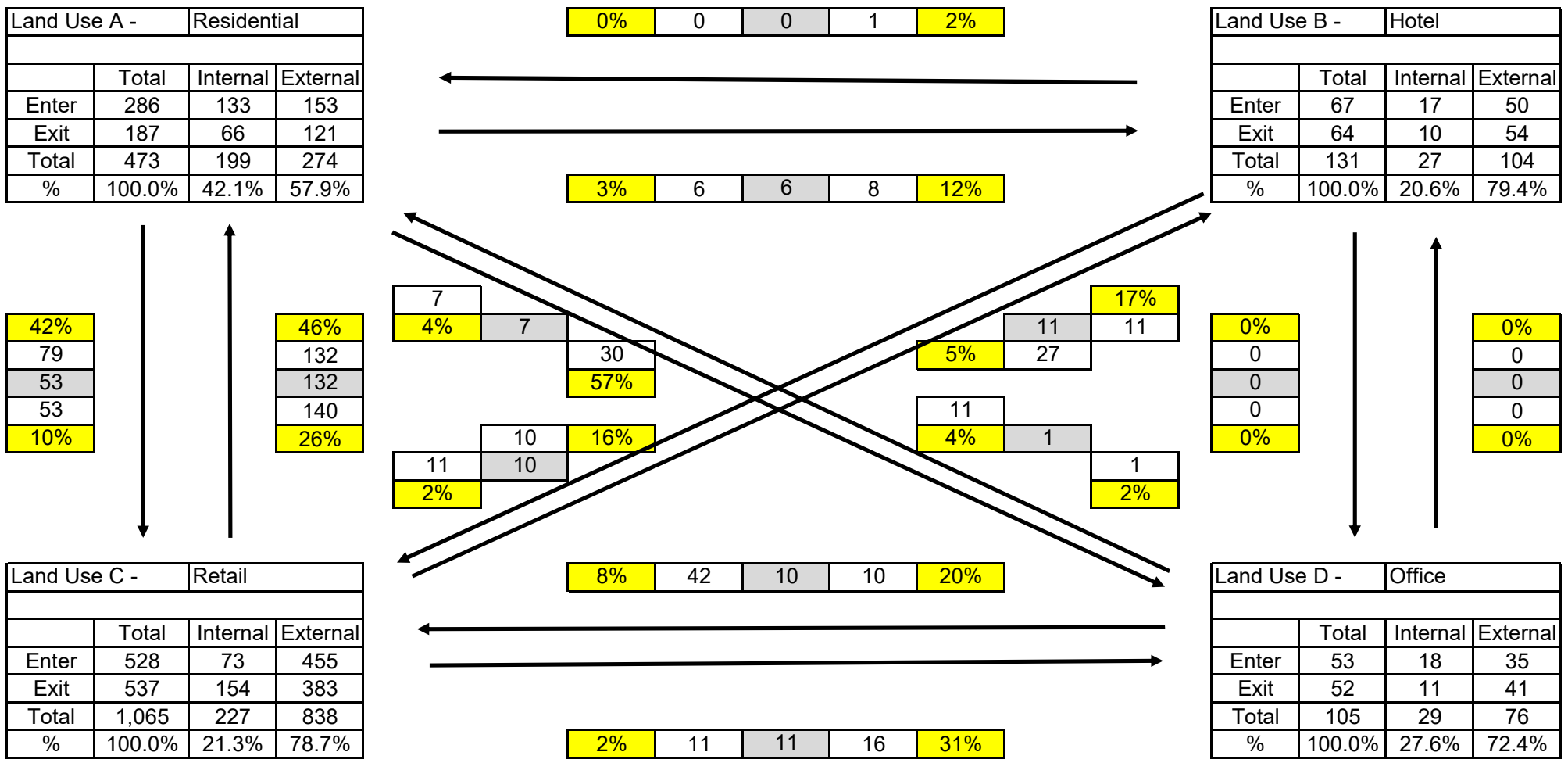
PM PEAK

Land Use A -	Residential		
	Total	Internal	External
Enter	286	133	153
Exit	187	66	121
Total	473	199	274
%	100.0%	42.1%	57.9%

Land Use B -	Hotel		
	Total	Internal	External
Enter	67	17	50
Exit	64	10	54
Total	131	27	104
%	100.0%	20.6%	79.4%

Land Use C -	Retail		
	Total	Internal	External
Enter	528	73	455
Exit	537	154	383
Total	1,065	227	838
%	100.0%	21.3%	78.7%

Land Use D -	Office		
	Total	Internal	External
Enter	53	18	35
Exit	52	11	41
Total	105	29	76
%	100.0%	27.6%	72.4%



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VILLAGE PLACE

08/01/23
Revised 08/21/23
Revised 09/13/23

VILLAGE PLACE + NORTHLAKE PROMENADE
PROPOSED DEVELOPMENT

Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	4.54			6,038	19.2%	1,160	4,878	0%	0	4,878
55+ SF Attached	252	206	Dwelling Units	3.24			667		0	667	0%	0	667
Hotel	310	222	Rooms	7.99			1,774	14.1%	250	1,524	10%	152	1,372
Medical Office (Stand-Alone)	720	7,511	S.F.	T=42.97(X)-108.01			215	19.9%	43	172	10%	17	155
Shop Center (>150ksf)	820	198,534	S.F.	37.01			7,348	13.5%	992	6,356	24%	1,525	4,831
Pharmacy + DT	881	9,790	S.F.	108.40			1,061	12.4%	131	930	50%	465	465
Drive-In Bank	912	5,000	S.F.	100.35			502	21.3%	107	395	47%	186	209
Fast Food Rest. + DT	934	3,028	S.F.	467.48			1,416	12.9%	182	1,234	49%	605	629
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	14.3*PM Trips			2,646	13.5%	358	2,288	61%	1,395	893
		2,410	S.F.										
			Grand Totals:				**21,667**	**14.9%**	**3,223**	**18,444**	**24%**	**4,345**	**14,099**

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	0.37	0.23	0.77	113	379	492	1.6%	3	5	8	110	374	484	0%	0	110	374	484
55+ SF Attached	252	206	Dwelling Units	0.2	0.34	0.66	14	27	41	0.0%	0	0	0	14	27	41	0%	0	14	27	41
Hotel	310	222	Rooms	0.46	0.56	0.44	57	45	102	6.9%	0	7	7	57	38	95	10%	10	51	34	85
Medical Office (Stand-Alone)	720	7,511	S.F.	3.10	0.79	0.21	18	5	23	13.0%	2	1	3	16	4	20	10%	2	14	4	18
Shop Center (>150ksf)	820	198,534	S.F.	0.84	0.62	0.38	104	63	167	4.2%	6	1	7	98	62	160	24%	38	74	48	122
Pharmacy + DT	881	9,790	S.F.	3.74	0.52	0.48	19	18	37	2.7%	1	0	1	18	18	36	50%	18	9	9	18
Drive-In Bank	912	5,000	S.F.	9.95	0.58	0.42	29	21	50	16.0%	2	6	8	27	15	42	47%	20	14	8	22
Fast Food Rest. + DT	934	3,028	S.F.	44.61	0.51	0.49	69	66	135	3.7%	4	1	5	65	65	130	49%	64	33	33	66
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	Note f	0.50	0.50	93	92	185	4.3%	6	2	8	87	90	177	61%	108	34	35	69
		2,410	S.F.																		
			Grand Totals:				**516**	**716**	**1,232**	**3.8%**	**24**	**23**	**47**	**492**	**693**	**1,185**	**22%**	**260**	**353**	**572**	**925**

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	1,330	Dwelling Units	0.39	0.61	0.39	317	202	519	36.8%	130	61	191	187	141	328	0%	0	187	141	328
55+ SF Attached	252	206	Dwelling Units	0.25	0.56	0.44	29	23	52	36.5%	12	7	19	17	16	33	0%	0	17	16	33
Hotel	310	222	Rooms	0.59	0.51	0.49	67	64	131	21.4%	18	10	28	49	54	103	10%	10	44	49	93
Medical Office (Stand-Alone)	720	7,511	S.F.	3.93	0.30	0.70	9	21	30	26.7%	3	5	8	6	16	22	10%	2	5	15	20
Shop Center (>150ksf)	820	198,534	S.F.	3.4	0.48	0.52	324	351	675	22.8%	48	106	154	276	245	521	24%	125	210	186	396
Pharmacy + DT	881	9,790	S.F.	10.25	0.50	0.50	50	50	100	22.0%	7	15	22	43	35	78	50%	39	22	17	39
Drive-In Bank	912	5,000	S.F.	21.01	0.50	0.50	53	52	105	26.7%	17	11	28	36	41	77	47%	36	19	22	41
Fast Food Rest. + DT	934	3,028	S.F.	33.03	0.52	0.48	52	48	100	22.0%	8	14	22	44	34	78	49%	38	22	18	40
Gas Station w/ Convenience Store[e]	FDOT	12	Fuel Positions	12.3*FP+15.5*(X)	0.50	0.50	93	92	185	22.7%	14	28	42	79	64	143	61%	87	31	25	56
		2,410	S.F.																		
			Grand Totals:				**994**	**903**	**1,897**	**27.1%**	**257**	**257**	**514**	**737**	**646**	**1,383**	**24%**	**337**	**557**	**489**	**1,046**

25.3% vs 27.1%

Use 15% per the Palm Beach County Traffic email dated 09/08/23 with Hanane Akif.

Notes:

e) Use both Fueling Position and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates.

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08/01/23
Revised 08/21/23

VILLAGE PLACE + NORTHLAKE PROMENADE

PROPOSED DEVELOPMENT

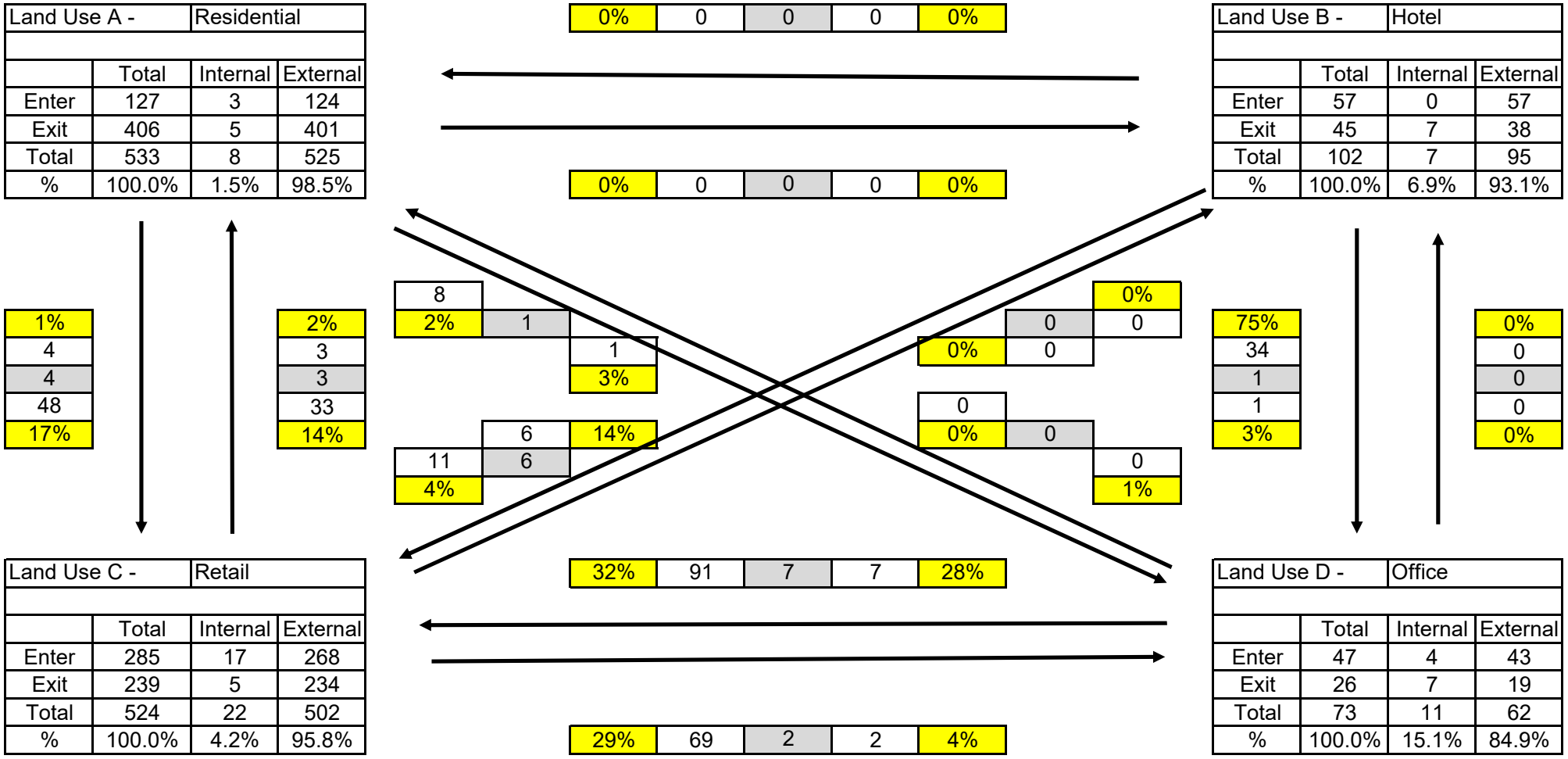
AM PEAK

Land Use A -	Residential		
	Total	Internal	External
Enter	127	3	124
Exit	406	5	401
Total	533	8	525
%	100.0%	1.5%	98.5%

Land Use B -	Hotel		
	Total	Internal	External
Enter	57	0	57
Exit	45	7	38
Total	102	7	95
%	100.0%	6.9%	93.1%

Land Use C -	Retail		
	Total	Internal	External
Enter	285	17	268
Exit	239	5	234
Total	524	22	502
%	100.0%	4.2%	95.8%

Land Use D -	Office		
	Total	Internal	External
Enter	47	4	43
Exit	26	7	19
Total	73	11	62
%	100.0%	15.1%	84.9%



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08/01/23
Revised 08/21/23

VILLAGE PLACE + NORTHLAKE PROMENADE

PROPOSED DEVELOPMENT

PM PEAK

Land Use A -	Residential		
	Total	Internal	External
Enter	346	142	204
Exit	225	68	157
Total	571	210	361
%	100.0%	36.8%	63.2%

Land Use B -	Hotel		
	Total	Internal	External
Enter	67	18	49
Exit	64	10	54
Total	131	28	103
%	100.0%	21.4%	78.6%

Land Use C -	Retail		
	Total	Internal	External
Enter	519	77	442
Exit	541	163	378
Total	1,060	240	820
%	100.0%	22.6%	77.4%

Land Use D -	Office		
	Total	Internal	External
Enter	62	20	42
Exit	73	16	57
Total	135	36	99
%	100.0%	26.7%	73.3%

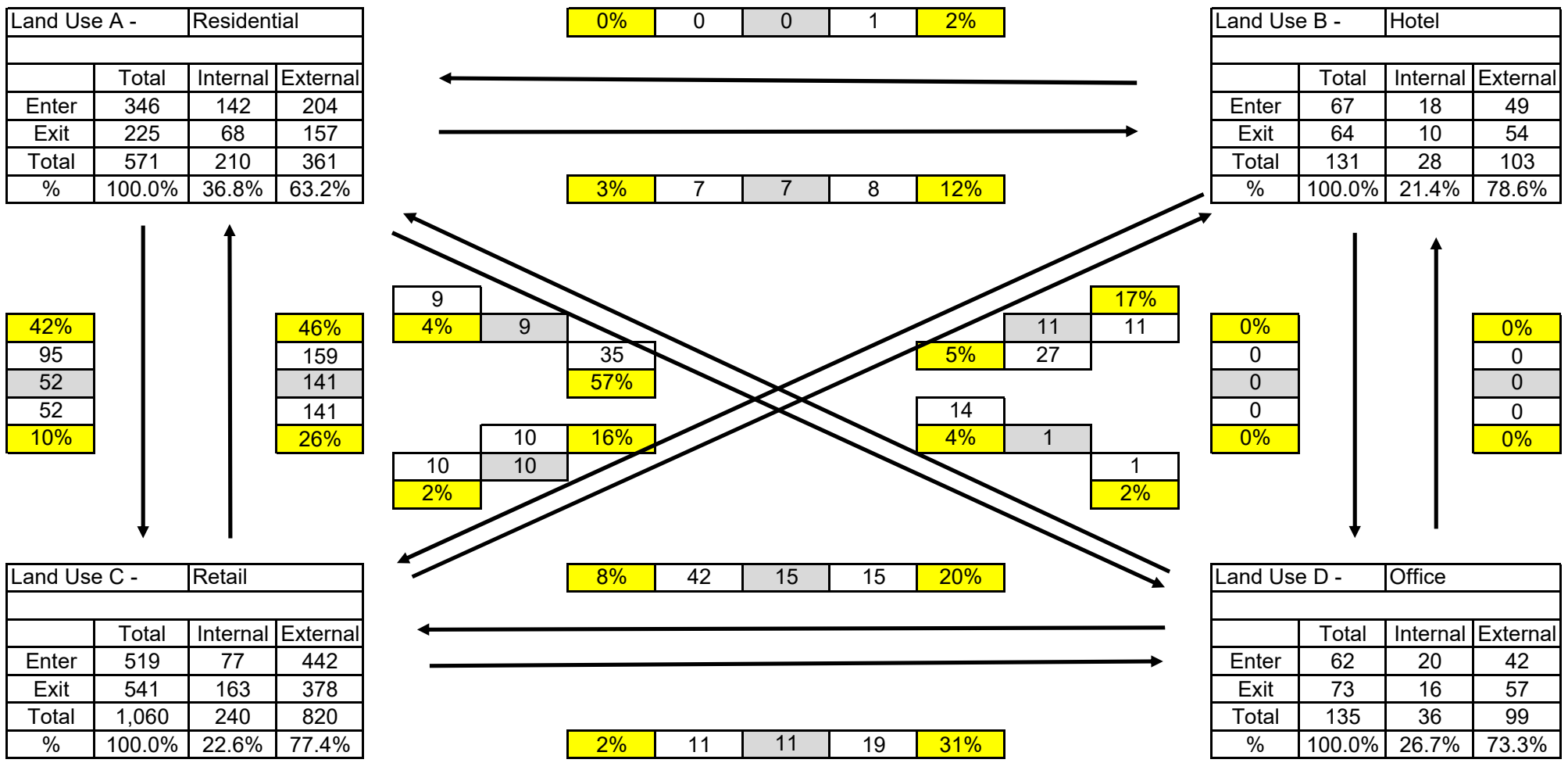

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Table 6.1 Unconstrained Internal Person Trip Capture Rates for Trip Origins within a Mixed-Use Development

		WEEKDAY	
		AM Peak Hour	PM Peak Hour
From OFFICE	To Retail	28%	20%
	To Restaurant	63%	4%
	To Cinema/Entertainment	0%	0%
	To Residential	1%	2%
	To Hotel	0%	0%
From RETAIL	To Office	29%	2%
	To Restaurant	13%	29%
	To Cinema/Entertainment	0%	4%
	To Residential	14%	26%
	To Hotel	0%	5%
From RESTAURANT	To Office	31%	3%
	To Retail	14%	41%
	To Cinema/Entertainment	0%	8%
	To Residential	4%	18%
	To Hotel	3%	7%
From CINEMA/ENTERTAINMENT	To Office	0%	2%
	To Retail	0%	21%
	To Restaurant	0%	31%
	To Residential	0%	8%
	To Hotel	0%	2%
From RESIDENTIAL	To Office	2%	4%
	To Retail	1%	42%
	To Restaurant	20%	21%
	To Cinema/Entertainment	0%	0%
	To Hotel	0%	3%
From HOTEL	To Office	75%	0%
	To Retail	14%	16%
	To Restaurant	9%	68%
	To Cinema/Entertainment	0%	0%
	To Residential	0%	2%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments.* Washington, DC: Transportation Research Board, Tables 99 and 100, 2011.

Table 6.2 Unconstrained Internal Person Trip Capture Rates for Trip Destinations within a Mixed-Use Development

		Weekday	
		AM Peak Hour	PM Peak Hour
To OFFICE	From Retail	4%	31%
	From Restaurant	14%	30%
	From Cinema/Entertainment	0%	6%
	From Residential	3%	57%
	From Hotel	3%	0%
To RETAIL	From Office	32%	8%
	From Restaurant	8%	50%
	From Cinema/Entertainment	0%	4%
	From Residential	17%	10%
	From Hotel	4%	2%
To RESTAURANT	From Office	23%	2%
	From Retail	50%	29%
	From Cinema/Entertainment	0%	3%
	From Residential	20%	14%
	From Hotel	6%	5%
To CINEMA/ENTERTAINMENT	From Office	0%	1%
	From Retail	0%	26%
	From Restaurant	0%	32%
	From Residential	0%	0%
	From Hotel	0%	0%
To RESIDENTIAL	From Office	0%	4%
	From Retail	2%	46%
	From Restaurant	5%	16%
	From Cinema/Entertainment	0%	4%
	From Hotel	0%	0%
To HOTEL	From Office	0%	0%
	From Retail	0%	17%
	From Restaurant	4%	71%
	From Cinema/Entertainment	0%	1%
	From Residential	0%	12%

Source: Bochner, B., K. Hooper, B. Sperry, and R. Dunphy. NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments.* Washington, DC: Transportation Research Board, Tables 101 and 102, 2011.

APPENDIX C

TEST 1 PART 2: LINK ANALYSIS

VILLAGE PLACE

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

TABLE 12
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

2023 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 117
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 308

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL PROJECT TRIPS**	EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US 1	2%	6	2	I	880	0.68%	NO
2207*	NORTHLAKE BOULEVARD	MILITARY TRAIL	I-95	2%	6	6D	II	2680	0.22%	NO
2309	**NORTHLAKE BOULEVARD**	**I-95**	**CONGRESS AVENUE**	**15%**	**46**	**6D**	**II**	**2680**	**1.72%**	**YES**
2815	**NORTHLAKE BOULEVARD**	**CONGRESS AVENUE**	**ALT A1A**	**25%**	**77**	**6D**	**II**	**2680**	**2.87%**	**YES**
2821	**NORTHLAKE BOULEVARD**	**ALT A1A**	**PROSPERITY FARMS ROAD**	**30%**	**92**	**6D**	**II**	**2680**	**3.43%**	**YES**
2817	**NORTHLAKE BOULEVARD**	**PROSPERITY FARMS ROAD**	**SOUTHWIND DRIVE**	**40%**	**123**	**6D**	**I**	**2940**	**4.18%**	**YES**
2819	**NORTHLAKE BOULEVARD**	**SOUTHWIND DRIVE**	**US 1**	**40%**	**123**	**6D**	**I**	**2940**	**4.18%**	**YES**
2833	**PARK AVENUE**	**OLD DIXIE HIGHWAY**	**US 1**	**5%**	**15**	**2**	**I**	**880**	**1.70%**	**YES**
2615	**SILVER BEACH ROAD**	**CONGRESS AVENUE**	**OLD DIXIE HIGHWAY**	**5%**	**15**	**2**	**I**	**880**	**1.70%**	**YES**
2807	**SILVER BEACH ROAD**	**OLD DIXIE HIGHWAY**	**US 1**	**5%**	**15**	**2**	**I**	**880**	**1.70%**	**YES**
2607*	BLUE HERON BOULEVARD	CONGRESS AVENUE	AUSTRALIAN AVENUE	5%	15	6D	II	2680	0.56%	NO
2823*	BLUE HERON BOULEVARD	AUSTRALIAN AVENUE	OLD DIXIE HIGHWAY	10%	31	6D	II	2680	1.16%	NO
2811	**BLUE HERON BOULEVARD**	**OLD DIXIE HIGHWAY**	**US-1**	**10%**	**31**	**5**	**II**	**1770**	**1.75%**	**YES**
N/A	BLUE HERON BOULEVARD	US-1	OCEAN DRIVE	5%	15	5	II	1770	0.85%	NO
2826*	A1A/SR 811	RCA BOULEVARD	BURNS ROAD	4%	12	4D	II	1770	0.68%	NO
2828	A1A/SR 811	BURNS ROAD	LIGHTHOUSE DRIVE	5%	15	4D	II	1770	0.85%	NO
2814	A1A/SR 811	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	15	4D	II	1770	0.85%	NO
N/A	10TH STREET	NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	0%	0	4D	I	1960	0.00%	NO
2804*	PROSPERITY FARMS ROAD	PGA BOULEVARD	BURNS ROAD	4%	12	5	I	1960	0.61%	NO
2836	**PROSPERITY FARMS ROAD**	**BURNS ROAD**	**LIGHTHOUSE DRIVE**	**5%**	**15**	**3**	**I**	**880**	**1.70%**	**YES**
2806	**PROSPERITY FARMS ROAD**	**LIGHTHOUSE DRIVE**	**NORTHLAKE BOULEVARD**	**5%**	**15**	**3**	**I**	**880**	**1.70%**	**YES**
2834	AUSTRALIAN AVENUE	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	15	4D	II	1770	0.85%	NO
2306*	AUSTRALIAN AVENUE	MLK BOULEVARD	45TH STREET	3%	9	4D	II	1770	0.51%	NO
N/A	OLD DIXIE HIGHWAY	NORTHLAKE BOULEVARD	PARK AVENUE	0%	0	2	I	880	0.00%	NO
N/A	OLD DIXIE HIGHWAY	PARK AVENUE	SILVER BEACH ROAD	5%	15	4D	II	1770	0.85%	NO
2808	OLD DIXIE HIGHWAY	SILVER BEACH ROAD	BLUE HERON BOULEVARD	5%	15	4D	II	1770	0.85%	NO
2810	OLD DIXIE HIGHWAY	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	15	4D	II	1770	0.85%	NO
3302*	OLD DIXIE HIGHWAY	MLK BOULEVARD	45TH STREET	2%	6	5	II	1770	0.34%	NO
2822*	US 1	UNIVERSE BOULEVARD	PGA BOULEVARD	10%	31	4D	II	1770	1.75%	NO
2838	**US 1**	**PGA BOULEVARD**	**LIGHTHOUSE DRIVE**	**15%**	**46**	**4D**	**II**	**1770**	**2.60%**	**YES**
2832	**US 1**	**LIGHTHOUSE DRIVE**	**NORTHLAKE BOULEVARD**	**20%**	**62**	**6D**	**II**	**2680**	**2.31%**	**YES**
2800	**US 1**	**NORTHLAKE BOULEVARD**	**PARK AVENUE**	**30%**	**92**	**4D**	**II**	**1770**	**5.20%**	**YES**
N/A	**US 1**	**PARK AVENUE**	**SILVER BEACH ROAD**	**25%**	**77**	**5**	**II**	**1770**	**4.35%**	**YES**
N/A	**US 1**	**SILVER BEACH ROAD**	**BLUE HERON BOULEVARD**	**20%**	**62**	**4D**	**II**	**1770**	**3.50%**	**YES**
2818	BROADWAY	BLUE HERON BOULEVARD	13TH STREET	5%	15	4D	II	1770	0.85%	NO

Notes:
* Roadway link is outside of radius of influence and therefore the significance level is 5%.
** The residential project distribution detailed in this table is for informational purposes only. The proposed project is located in a Coastal Residential Exception Area and the residential portion is therefore not required to meet the Palm Beach County Traffic Performance Standards.

SIMMONS & WHITE

TABLE 13
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2033 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 269
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 182

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS**	EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US 1	2%	5	2	I	880	0.57%	NO
2207*	NORTHLAKE BOULEVARD	MILITARY TRAIL	I-95	2%	5	6D	II	2680	0.19%	NO
2309	**NORTHLAKE BOULEVARD**	**I-95**	**CONGRESS AVENUE**	**15%**	**40**	**6D**	**II**	**2680**	**1.49%**	**YES**
2815	**NORTHLAKE BOULEVARD**	**CONGRESS AVENUE**	**ALT A1A**	**25%**	**67**	**6D**	**II**	**2680**	**2.50%**	**YES**
2821	**NORTHLAKE BOULEVARD**	**ALT A1A**	**PROSPERITY FARMS ROAD**	**30%**	**81**	**6D**	**II**	**2680**	**3.02%**	**YES**
2817	**NORTHLAKE BOULEVARD**	**PROSPERITY FARMS ROAD**	**SOUTHWIND DRIVE**	**40%**	**108**	**6D**	**I**	**2940**	**3.67%**	**YES**
2819	**NORTHLAKE BOULEVARD**	**SOUTHWIND DRIVE**	**US 1**	**40%**	**108**	**6D**	**I**	**2940**	**3.67%**	**YES**
2833	**PARK AVENUE**	**OLD DIXIE HIGHWAY**	**US 1**	**5%**	**13**	**2**	**I**	**880**	**1.48%**	**YES**
2615	**SILVER BEACH ROAD**	**CONGRESS AVENUE**	**OLD DIXIE HIGHWAY**	**5%**	**13**	**2**	**I**	**880**	**1.48%**	**YES**
2807	**SILVER BEACH ROAD**	**OLD DIXIE HIGHWAY**	**US 1**	**5%**	**13**	**2**	**I**	**880**	**1.48%**	**YES**
2607*	BLUE HERON BOULEVARD	CONGRESS AVENUE	AUSTRALIAN AVENUE	5%	13	6D	II	2680	0.49%	NO
2823*	BLUE HERON BOULEVARD	AUSTRALIAN AVENUE	OLD DIXIE HIGHWAY	10%	27	6D	II	2680	1.01%	NO
2811	**BLUE HERON BOULEVARD**	**OLD DIXIE HIGHWAY**	**US-1**	**10%**	**27**	**5**	**II**	**1770**	**1.53%**	**YES**
N/A	BLUE HERON BOULEVARD	US-1	OCEAN DRIVE	5%	13	5	II	1770	0.73%	NO
2826*	A1A/SR 811	RCA BOULEVARD	BURNS ROAD	4%	11	4D	II	1770	0.62%	NO
2828	A1A/SR 811	BURNS ROAD	LIGHTHOUSE DRIVE	5%	13	4D	II	1770	0.73%	NO
2814	A1A/SR 811	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	13	4D	II	1770	0.73%	NO
N/A	10TH STREET	NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	0%	0	4D	I	1960	0.00%	NO
2804*	PROSPERITY FARMS ROAD	PGA BOULEVARD	BURNS ROAD	4%	11	5	I	1960	0.56%	NO
2836	**PROSPERITY FARMS ROAD**	**BURNS ROAD**	**LIGHTHOUSE DRIVE**	**5%**	**13**	**3**	**I**	**880**	**1.48%**	**YES**
2806	**PROSPERITY FARMS ROAD**	**LIGHTHOUSE DRIVE**	**NORTHLAKE BOULEVARD**	**5%**	**13**	**3**	**I**	**880**	**1.48%**	**YES**
2834	AUSTRALIAN AVENUE	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	13	4D	II	1770	0.73%	NO
2306*	AUSTRALIAN AVENUE	MLK BOULEVARD	45TH STREET	3%	8	4D	II	1770	0.45%	NO
N/A	OLD DIXIE HIGHWAY	NORTHLAKE BOULEVARD	PARK AVENUE	0%	0	2	I	880	0.00%	NO
N/A	OLD DIXIE HIGHWAY	PARK AVENUE	SILVER BEACH ROAD	5%	13	4D	II	1770	0.73%	NO
2808	OLD DIXIE HIGHWAY	SILVER BEACH ROAD	BLUE HERON BOULEVARD	5%	13	4D	II	1770	0.73%	NO
2810	OLD DIXIE HIGHWAY	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	13	4D	II	1770	0.73%	NO
3302*	OLD DIXIE HIGHWAY	MLK BOULEVARD	45TH STREET	2%	5	5	II	1770	0.28%	NO
2822*	US 1	UNIVERSE BOULEVARD	PGA BOULEVARD	10%	27	4D	II	1770	1.53%	NO
2838	**US 1**	**PGA BOULEVARD**	**LIGHTHOUSE DRIVE**	**15%**	**40**	**4D**	**II**	**1770**	**2.26%**	**YES**
2832	**US 1**	**LIGHTHOUSE DRIVE**	**NORTHLAKE BOULEVARD**	**20%**	**54**	**6D**	**II**	**2680**	**2.01%**	**YES**
2800	**US 1**	**NORTHLAKE BOULEVARD**	**PARK AVENUE**	**30%**	**81**	**4D**	**II**	**1770**	**4.58%**	**YES**
N/A	**US 1**	**PARK AVENUE**	**SILVER BEACH ROAD**	**25%**	**67**	**5**	**II**	**1770**	**3.79%**	**YES**
N/A	**US 1**	**SILVER BEACH ROAD**	**BLUE HERON BOULEVARD**	**20%**	**54**	**4D**	**II**	**1770**	**3.05%**	**YES**
2818	BROADWAY	BLUE HERON BOULEVARD	13TH STREET	5%	13	4D	II	1770	0.73%	NO

Notes:
* Roadway link is outside of radius of influence and therefore the significance level is 5%.
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TABLE 14
AM PEAK HOUR - TEST 1

2033 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = **1.00%**
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = **117**
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = **308**

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	AM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	AM PEAK HOUR PROJECT TRIPS*	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2033 TRAFFIC WITHOUT PROJECT	2033 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2033 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
NORTHLAKE BOULEVARD[3]	I-95	CONGRESS AVENUE	EB	2023	2669	15%	18	279	110	279	389	3058	3076	6D	II	3890	YES	YES
			WB	2023	1263	15%	46	132	139	132	271	1534	1580	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD[3]	CONGRESS AVENUE	ALT A1A	EB	2023	1610	25%	29	168	133	168	301	1911	1940	6D	II	3890	YES	YES
			WB	2023	1332	25%	77	139	134	139	273	1605	1682	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD[3]	ALT A1A	PROSPERITY FARMS ROAD	EB	2022	1484	30%	35	172	94	172	266	1750	1785	6D	II	3890	YES	YES
			WB	2022	1247	30%	92	144	100	144	244	1491	1583	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	SOUTHWIND DRIVE	EB	2023	1454	40%	47	152	105	152	257	1711	1758	6D	I	2940	YES	YES
			WB	2023	984	40%	123	103	124	103	227	1211	1334	6D	I	2940	YES	YES
NORTHLAKE BOULEVARD	SOUTHWIND DRIVE	US 1	EB	2022	1200	40%	47	139	105	139	244	1444	1491	6D	I	2940	YES	YES
			WB	2022	936	40%	123	108	124	108	232	1168	1291	6D	I	2940	YES	YES
PARK AVENUE	OLD DIXIE HIGHWAY	US 1	EB	2023	161	5%	6	17	36	17	53	214	220	2	I	880	YES	YES
			WB	2023	227	5%	15	24	38	24	62	289	304	2	I	880	YES	YES
SILVER BEACH ROAD	CONGRESS AVENUE	OLD DIXIE HIGHWAY	EB	2023	497	5%	6	52	7	52	59	556	562	2	I	880	YES	YES
			WB	2023	582	5%	15	61	6	61	67	649	664	2	I	880	YES	YES
SILVER BEACH ROAD	OLD DIXIE HIGHWAY	US 1	EB	2023	471	5%	6	49	20	49	69	540	546	2	I	880	YES	YES
			WB	2023	529	5%	15	55	32	55	87	616	631	2	I	880	YES	YES
BLUE HERON BOULEVARD	OLD DIXIE HIGHWAY	US-1	EB	2022	968	10%	12	112	96	112	208	1176	1188	5	II	1770	YES	YES
			WB	2022	848	10%	31	98	88	98	186	1034	1065	5	II	1770	YES	YES
PROSPERITY FARMS ROAD[4]	BURNS ROAD	LIGHTHOUSE DRIVE	NB	2023	671	5%	15	70	12	70	82	753	768	3	I	1102	YES	YES
			SB	2023	694	5%	6	73	9	73	82	776	782	3	I	1102	YES	YES
PROSPERITY FARMS ROAD[4]	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	2023	560	5%	15	59	12	59	71	631	646	3	I	1102	YES	YES
			SB	2023	585	5%	6	61	11	61	72	657	663	3	I	1102	YES	YES
US 1	PGA BOULEVARD	LIGHTHOUSE DRIVE	NB	2022	1110	15%	46	128	32	128	160	1270	1316	4D	II	1770	YES	YES
			SB	2022	941	15%	18	109	37	109	146	1087	1105	4D	II	1770	YES	YES
US 1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	2023	1321	20%	62	138	18	138	156	1477	1539	6D	II	2680	YES	YES
			SB	2023	1084	20%	23	113	29	113	142	1226	1249	6D	II	2680	YES	YES
US 1	NORTHLAKE BOULEVARD	PARK AVENUE	NB	2022	921	30%	35	107	48	107	155	1076	1111	4D	II	1770	YES	YES
			SB	2022	1025	30%	92	119	53	119	172	1197	1289	4D	II	1770	YES	YES
US 1[1]	PARK AVENUE	SILVER BEACH ROAD	NB	2021	798	25%	29	101	65	101	166	964	993	5	II	1770	YES	YES
			SB	2021	1077	25%	77	137	92	137	229	1306	1383	5	II	1770	YES	YES
US 1[2]	SILVER BEACH ROAD	BLUE HERON BOULEVARD	NB	2021	724	20%	23	92	50	92	142	866	889	4D	II	1770	YES	YES
			SB	2021	1042	20%	62	132	98	132	230	1272	1334	4D	II	1770	YES	YES

Notes:
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1. Count data for US 1 between Park Avenue and Silver Beach Road based on the Park Avenue at US 1 intersection count data (ID 18600).
2. Count data for US 1 between Silver Beach Road and Blue Heron Boulevard based on the Silver Beach at US 1 intersection count data (ID 19175).
3. Per the PBC 1989 Comprehensive Plan (revised 2/2/2022), Northlake Boulevard from Military Trail to Prosperity Farms Road has a CRALLS designation of 3890 on a peak hour peak direction basis.
4. Per the PBC 1989 Comprehensive Plan (revised 2/2/2022), Prosperity Farms Road from Burns Road to Northlake Boulevard has a CRALLS designation of 1102 on a peak hour peak direction basis.

TABLE 15
PM PEAK HOUR - TEST 1

2027 BUILD OUT
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = **1.00%**
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = **269**
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = **182**

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	PM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR PROJECT TRIPS*	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2033 TRAFFIC WITHOUT PROJECT	2033 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS D	2027 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
NORTHLAKE BOULEVARD[3]	I-95	CONGRESS AVENUE	EB	2023	2201	15%	40	230	279	230	509	2710	2750	6D	II	3890	YES	YES
			WB	2023	1481	15%	27	155	252	155	407	1888	1915	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD[3]	CONGRESS AVENUE	ALT A1A	EB	2023	1640	25%	67	172	261	172	433	2073	2140	6D	II	3890	YES	YES
			WB	2023	1754	25%	46	184	279	184	463	2217	2263	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD[3]	ALT A1A	PROSPERITY FARMS ROAD	EB	2022	1459	30%	81	169	223	169	392	1851	1932	6D	II	3890	YES	YES
			WB	2022	1427	30%	55	165	240	165	405	1832	1887	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	SOUTHWIND DRIVE	EB	2023	1318	40%	108	138	250	138	388	1706	1814	6D	I	2940	YES	YES
			WB	2023	1294	40%	73	135	258	135	393	1687	1760	6D	I	2940	YES	YES
NORTHLAKE BOULEVARD	SOUTHWIND DRIVE	US 1	EB	2022	997	40%	108	115	250	115	365	1362	1470	6D	I	2940	YES	YES
			WB	2022	1073	40%	73	124	258	124	382	1455	1528	6D	I	2940	YES	YES
PARK AVENUE	OLD DIXIE HIGHWAY	US 1	EB	2023	218	5%	13	23	102	23	125	343	356	2	I	880	YES	YES
			WB	2023	236	5%	9	25	98	25	123	359	368	2	I	880	YES	YES
SILVER BEACH ROAD	CONGRESS AVENUE	OLD DIXIE HIGHWAY	EB	2023	654	5%	13	68	28	68	96	750	763	2	I	880	YES	YES
			WB	2023	673	5%	9	70	30	70	100	773	782	2	I	880	YES	YES
SILVER BEACH ROAD	OLD DIXIE HIGHWAY	US 1	EB	2023	523	5%	13	55	54	55	109	632	645	2	I	880	YES	YES
			WB	2023	483	5%	9	51	46	51	97	580	589	2	I	880	YES	YES
BLUE HERON BOULEVARD	OLD DIXIE HIGHWAY	US-1	EB	2022	880	10%	27	102	161	102	263	1143	1170	5	II	1770	YES	YES
			WB	2022	864	10%	18	100	163	100	263	1127	1145	5	II	1770	YES	YES
PROSPERITY FARMS ROAD[4]	BURNS ROAD	LIGHTHOUSE DRIVE	NB	2023	714	5%	9	75	18	75	93	807	816	3	I	1102	YES	YES
			SB	2023	804	5%	13	84	23	84	107	911	924	3	I	1102	YES	YES
PROSPERITY FARMS ROAD[4]	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	2023	650	5%	9	68	32	68	100	750	759	3	I	1102	YES	YES
			SB	2023	571	5%	13	60	32	60	92	663	676	3	I	1102	YES	YES
US 1	PGA BOULEVARD	LIGHTHOUSE DRIVE	NB	2022	1423	15%	27	165	59	165	224	1647	1674	4D	II	1770	YES	YES
			SB	2022	1029	15%	40	119	56	119	175	1204	1244	4D	II	1770	YES	YES
US 1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	2023	1089	20%	36	114	76	114	190	1279	1315	6D	II	2680	YES	YES
			SB	2023	1233	20%	54	129	70	129	199	1432	1486	6D	II	2680	YES	YES
US 1	NORTHLAKE BOULEVARD	PARK AVENUE	NB	2022	1204	30%	81	139	143	139	282	1486	1567	4D	II	1770	YES	YES
			SB	2022	1123	30%	55	130	144	130	274	1397	1452	4D	II	1770	YES	YES
US 1[1]	PARK AVENUE	SILVER BEACH ROAD	NB	2021	1033	25%	67	131	154	131	285	1318	1385	5	II	1770	YES	YES
			SB	2021	955	25%	46	121	125	121	246	1201	1247	5	II	1770	YES	YES
US 1[2]	SILVER BEACH ROAD	BLUE HERON BOULEVARD	NB	2021	1089	20%	54	138	146	138	284	1373	1427	4D	II	1770	YES	YES
			SB	2021	939	20%	36	119	103	119	222	1161	1197	4D	II	1770	YES	YES

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4. Per the PBC 1989 Comprehensive Plan (revised 2/2/2022), Prosperity Farms Road from Burns Road to Northlake Boulevard has a CRALLS designation of 1102 on a peak hour peak direction basis.

APPENDIX D

PBC TPS DATABASE
2033 BUILD-OUT
LINK & INTERSECTION VOLUME SHEETS
(WITH APPROVED COMMITTED TRIPS)

Input Data

ROAD NAME:	Blue Heron Blvd W	STATION:	2811	Report Created
CURRENT YEAR:	2022	FROM:	Old Dixie Hwy	07/11/2023
ANALYSIS YEAR:	2033	TO:	Midpoint	
GROWTH RATE:	1.61%	COUNT DATE:	03/22/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1741	968	848	1744	880	864
Peak Volume	1741	968	848	1744	880	864
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1741	968	848	1744	880	864

Committed Developments							Type	% Complete
Northlake Promenade	5	3	2	43	21	23	NR	47%
Wellness Resort	66	48	18	84	36	48	NR	20%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Australian Plaza	5	1	4	25	14	11	NR	0%
Champs Charter School	2	1	1	1	1	0	NR	65%
Avenir	39	19	20	52	23	29	Res	1%
Storage Rental of America	1	0	0	1	0	0	NR	65%
The Waterway-East	24	9	15	38	22	15	Res	0%
Nautilus 211	46	19	28	58	35	23	Res	0%
Island Plaza	4	1	3	34	17	17	NR	70%
Safe Harbor Riviera Beach	6	5	1	7	2	5	NR	0%
Total Committed Developments	202	108	94	362	181	180		
Total Committed Residential	109	47	63	148	80	67		
Total Committed Non-Residential	93	61	31	214	101	113		
Double Count Reduction	19	12	6	37	20	17		
Total Discounted Committed Developments	183	96	88	325	161	163		
Historical Growth	335	186	163	335	169	166		
Comm Dev+1% Growth	384	208	186	527	263	263		
Growth Volume Used	384	208	186	527	263	263		
Total Volume	2125	1176	1034	2271	1143	1127		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Blue Heron Blvd W	STATION:	2811	Report Created
CURRENT YEAR:	2022	FROM:	Midpoint	07/11/2023
ANALYSIS YEAR:	2033	TO:	Broadway	
GROWTH RATE:	1.61%	COUNT DATE:	03/22/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1741	968	848	1744	880	864
Peak Volume	1741	968	848	1744	880	864
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1741	968	848	1744	880	864

Committed Developments							Type	% Complete
Northlake Promenade	5	3	2	43	21	23	NR	47%
Wellness Resort	66	48	18	84	36	48	NR	20%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Australian Plaza	5	1	4	25	14	11	NR	0%
Champs Charter School	2	1	1	1	1	0	NR	65%
Avenir	39	19	20	52	23	29	Res	1%
Storage Rental of America	1	0	0	1	0	0	NR	65%
The Waterway-East	24	9	15	38	22	15	Res	0%
Nautilus 211	46	19	28	58	35	23	Res	0%
Island Plaza	4	1	3	34	17	17	NR	70%
Safe Harbor Riviera Beach	6	5	1	7	2	5	NR	0%
Total Committed Developments	202	108	94	362	181	180		
Total Committed Residential	109	47	63	148	80	67		
Total Committed Non-Residential	93	61	31	214	101	113		
Double Count Reduction	19	12	6	37	20	17		
Total Discounted Committed Developments	183	96	88	325	161	163		
Historical Growth	335	186	163	335	169	166		
Comm Dev+1% Growth	384	208	186	527	263	263		
Growth Volume Used	384	208	186	527	263	263		
Total Volume	2125	1176	1034	2271	1143	1127		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2309
FROM: N Interstate 95
TO: Midpoint
COUNT DATE: 03/08/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3895	2669	1263	3610	2201	1481
Peak Volume	3895	2669	1263	3610	2201	1481
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3895	2669	1263	3610	2201	1481

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	25	15	10	217	104	113	NR	47%
City of Westlake	29	14	15	58	40	18	NR	37%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Briger West	5	4	1	8	3	5	Res	60%
Briger East	65	18	47	74	49	24	NR	65%
Avenir	113	55	59	149	65	84	Res	3%
Northlake Medical Professional Office	8	1	6	8	6	2	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Gardens Self Storage	0	0	0	0	0	0	NR	100%
Total Committed Developments	276	123	154	570	296	274		
Total Committed Residential	118	59	60	157	68	89		
Total Committed Non-Residential	158	64	94	413	228	185		
Double Count Reduction	30	13	15	39	17	22		
Total Discounted Committed Developments	246	110	139	531	279	252		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	654	389	271	909	509	407		
Growth Volume Used	654	389	271	909	509	407		
Total Volume	4549	3058	1534	4519	2710	1888		
Lanes	6LD							
LOS D Capacity	5460	3890	3890	5460	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5460	3890	3890	5460	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Northlake Blvd	STATION:	2309	Report Created
CURRENT YEAR:	2023	FROM:	Midpoint	07/11/2023
ANALYSIS YEAR:	2033	TO:	Congress Ave	
GROWTH RATE:	0%	COUNT DATE:	03/08/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3895	2669	1263	3610	2201	1481
Peak Volume	3895	2669	1263	3610	2201	1481
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3895	2669	1263	3610	2201	1481

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	25	15	10	217	104	113	NR	47%
City of Westlake	29	14	15	58	40	18	NR	37%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Briger West	5	4	1	8	3	5	Res	60%
Briger East	65	18	47	74	49	24	NR	65%
Avenir	113	55	59	149	65	84	Res	3%
Northlake Medical Professional Office	8	1	6	8	6	2	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Gardens Self Storage	0	0	0	0	0	0	NR	100%
Total Committed Developments	276	123	154	570	296	274		
Total Committed Residential	118	59	60	157	68	89		
Total Committed Non-Residential	158	64	94	413	228	185		
Double Count Reduction	30	13	15	39	17	22		
Total Discounted Committed Developments	246	110	139	531	279	252		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	654	389	271	909	509	407		
Growth Volume Used	654	389	271	909	509	407		
Total Volume	4549	3058	1534	4519	2710	1888		
Lanes	6LD							
LOS D Capacity	5460	3890	3890	5460	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5460	3890	3890	5460	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME:	Northlake Blvd	STATION:	2815	Report Created
CURRENT YEAR:	2023	FROM:	Congress Ave	07/11/2023
ANALYSIS YEAR:	2033	TO:	Midpoint	
GROWTH RATE:	0%	COUNT DATE:	01/25/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	2915	1610	1332	3394	1640	1754	
Peak Volume	2915	1610	1332	3394	1640	1754	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	2915	1610	1332	3394	1640	1754	
Committed Developments							Type / % Complete
10th Street Retail	0	0	0	0	0	0	NR / 0%
Northlake Promenade	25	15	10	217	104	113	NR / 47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR / 30%
Palm Beach Outlets	8	3	5	38	19	18	NR / 72%
Briger West	5	4	1	8	3	5	Res / 60%
Briger East	65	18	47	74	49	24	NR / 65%
Avenir	113	55	59	149	65	84	Res / 3%
One Park Place	4	2	2	9	5	5	NR / 50%
NPB 7-Eleven	45	23	23	62	31	31	NR / 0%
Clean Sweep Depot	4	3	2	4	2	3	NR / 0%
Silver Beach Industrial	0	0	0	0	0	0	NR / 100%
Total Committed Developments	269	123	149	561	278	283	
Total Committed Residential	118	59	60	157	68	89	
Total Committed Non-Residential	151	64	89	404	210	194	
Double Count Reduction	30	13	15	39	17	22	
Total Discounted Committed Developments	239	110	134	522	261	261	
Historical Growth	0	0	0	0	0	0	
Comm Dev+1% Growth	544	278	273	877	433	445	
Growth Volume Used	544	278	273	877	433	445	
Total Volume	3459	1888	1605	4271	2073	2199	
Lanes	6LD						
LOS D Capacity	4680	3890	3890	4680	3890	3890	
Link Meets Test 1?	YES	YES	YES	YES	YES	YES	
LOS E Capacity	4680	3890	3890	4680	3890	3890	
Link Meets Test 2?	YES	YES	YES	YES	YES	YES	

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Northlake Blvd	STATION:	2815	Report Created
CURRENT YEAR:	2023	FROM:	Midpoint	07/11/2023
ANALYSIS YEAR:	2033	TO:	Old Dixie Hwy	
GROWTH RATE:	0%	COUNT DATE:	01/25/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2915	1610	1332	3394	1640	1754
Peak Volume	2915	1610	1332	3394	1640	1754
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2915	1610	1332	3394	1640	1754

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	25	15	10	217	104	113	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	8	3	5	38	19	18	NR	72%
Briger West	5	4	1	8	3	5	Res	60%
Briger East	65	18	47	74	49	24	NR	65%
Avenir	113	55	59	149	65	84	Res	3%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	45	23	23	62	31	31	NR	0%
Clean Sweep Depot	4	3	2	4	2	3	NR	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Total Committed Developments	269	123	149	561	278	283		
Total Committed Residential	118	59	60	157	68	89		
Total Committed Non-Residential	151	64	89	404	210	194		
Double Count Reduction	30	13	15	39	17	22		
Total Discounted Committed Developments	239	110	134	522	261	261		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	278	273	877	433	445		
Growth Volume Used	544	278	273	877	433	445		
Total Volume	3459	1888	1605	4271	2073	2199		

Lanes	6LD					
LOS D Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME:	Northlake Blvd	STATION:	2815		Report Created
CURRENT YEAR:	2023	FROM:	Old Dixie Hwy		07/11/2023
ANALYSIS YEAR:	2033	TO:	Midpoint		
GROWTH RATE:	0%	COUNT DATE:	01/25/2023		
		PSF:	1		

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2915	1610	1332	3394	1640	1754
Peak Volume	2915	1610	1332	3394	1640	1754
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2915	1610	1332	3394	1640	1754

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	25	15	10	217	104	113	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	5	1	4	8	5	3	Res	60%
Briger East	65	47	18	74	24	49	NR	65%
Avenir	113	55	59	149	65	84	Res	3%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	45	23	23	62	31	31	NR	0%
Clean Sweep Depot	4	2	3	4	3	2	NR	0%
Total Committed Developments	267	147	122	551	252	301		
Total Committed Residential	118	56	63	157	70	87		
Total Committed Non-Residential	149	91	59	394	182	214		
Double Count Reduction	30	14	12	39	18	22		
Total Discounted Committed Developments	237	133	110	512	234	279		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	542	301	249	867	406	463		
Growth Volume Used	542	301	249	867	406	463		
Total Volume	3457	1911	1581	4261	2046	2217		

Lanes	6LD					
LOS D Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2815
FROM: Midpoint
TO: Alt A1a
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2915	1610	1332	3394	1640	1754		
Peak Volume	2915	1610	1332	3394	1640	1754		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2915	1610	1332	3394	1640	1754		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	25	15	10	217	104	113	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	5	1	4	8	5	3	Res	60%
Briger East	65	47	18	74	24	49	NR	65%
Avenir	113	55	59	149	65	84	Res	3%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	45	23	23	62	31	31	NR	0%
Clean Sweep Depot	4	2	3	4	3	2	NR	0%
Total Committed Developments	267	147	122	551	252	301		
Total Committed Residential	118	56	63	157	70	87		
Total Committed Non-Residential	149	91	59	394	182	214		
Double Count Reduction	30	14	12	39	18	22		
Total Discounted Committed Developments	237	133	110	512	234	279		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	542	301	249	867	406	463		
Growth Volume Used	542	301	249	867	406	463		
Total Volume	3457	1911	1581	4261	2046	2217		
Lanes	6LD							
LOS D Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2033
GROWTH RATE: 1.88%
STATION: 2821
FROM: Alt A1a
TO: Midpoint
COUNT DATE: 03/02/2022
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2669	1484	1247	2886	1459	1427
Peak Volume	2669	1484	1247	2886	1459	1427
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2669	1484	1247	2886	1459	1427

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	28	17	11	238	114	124	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	4	3	1	6	2	4	Res	40%
Briger East	21	6	15	24	16	8	NR	55%
Avenir	118	57	61	155	68	87	Res	1%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Clean Sweep Depot	4	2	3	4	2	2	NR	0%
Total Committed Developments	212	103	110	501	241	263		
Total Committed Residential	122	60	62	161	70	91		
Total Committed Non-Residential	90	43	48	340	171	172		
Double Count Reduction	18	9	10	40	18	23		
Total Discounted Committed Developments	194	94	100	461	223	240		
Historical Growth	608	338	284	657	332	325		
Comm Dev+1% Growth	503	266	244	795	392	405		
Growth Volume Used	608	338	284	795	392	405		
Total Volume	3277	1822	1531	3681	1851	1832		

Lanes	6LD					
LOS D Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	4680	3890	3890	4680	3890	3890
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2033
GROWTH RATE: 1.88%
STATION: 2821
FROM: Midpoint
TO: Prosperity Farms Rd
COUNT DATE: 03/02/2022
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2669	1484	1247	2886	1459	1427		
Peak Volume	2669	1484	1247	2886	1459	1427		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2669	1484	1247	2886	1459	1427		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	28	17	11	238	114	124	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	4	3	1	6	2	4	Res	40%
Briger East	21	6	15	24	16	8	NR	55%
Avenir	118	57	61	155	68	87	Res	1%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Clean Sweep Depot	4	2	3	4	2	2	NR	0%
Total Committed Developments	212	103	110	501	241	263		
Total Committed Residential	122	60	62	161	70	91		
Total Committed Non-Residential	90	43	48	340	171	172		
Double Count Reduction	18	9	10	40	18	23		
Total Discounted Committed Developments	194	94	100	461	223	240		
Historical Growth	608	338	284	657	332	325		
Comm Dev+1% Growth	503	266	244	795	392	405		
Growth Volume Used	608	338	284	795	392	405		
Total Volume	3277	1822	1531	3681	1851	1832		
Lanes	6LD							
LOS D Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME:	Northlake Blvd	STATION:	2817	Report Created
CURRENT YEAR:	2022	FROM:	Prosperity Farms Rd	07/11/2023
ANALYSIS YEAR:	2033	TO:	MIDPOINT	
GROWTH RATE:	-2.03%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2584	1477	1171	2611	1283	1339
Peak Volume	2584	1477	1171	2611	1283	1339
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2584	1477	1171	2611	1283	1339

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	30	18	12	260	125	135	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	4	3	1	6	2	4	Res	40%
Briger East	21	6	15	24	16	8	NR	55%
Avenir	118	57	61	155	68	87	Res	1%
One Park Place	0	0	0	1	0	0	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Nautilus 211	31	13	18	39	23	15	Res	0%
200 Yacht Club Drive	9	0	9	10	7	3	Res	0%
Total Committed Developments	246	113	133	560	275	285		
Total Committed Residential	162	73	89	210	100	109		
Total Committed Non-Residential	84	40	44	350	175	176		
Double Count Reduction	17	8	9	53	25	27		
Total Discounted Committed Developments	229	105	124	507	250	258		
Historical Growth	-522	-298	-237	-528	-259	-271		
Comm Dev+1% Growth	528	276	259	809	398	413		
Growth Volume Used	528	276	259	809	398	413		
Total Volume	3112	1753	1430	3420	1681	1752		

Lanes	6LD					
LOS D Capacity	4880	2940	2940	4880	2940	2940
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2940	2940	5150	2940	2940
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2033
GROWTH RATE: -3.28%
STATION: 2819
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 03/02/2022
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2080	1200	936	2070	997	1073		
Peak Volume	2080	1200	936	2070	997	1073		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2080	1200	936	2070	997	1073		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	30	18	12	260	125	135	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	4	3	1	6	2	4	Res	40%
Briger East	21	6	15	24	16	8	NR	55%
Avenir	118	57	61	155	68	87	Res	1%
One Park Place	0	0	0	1	0	0	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Nautilus 211	31	13	18	39	23	15	Res	0%
200 Yacht Club Drive	9	0	9	10	7	3	Res	0%
Total Committed Developments	246	113	133	560	275	285		
Total Committed Residential	162	73	89	210	100	109		
Total Committed Non-Residential	84	40	44	350	175	176		
Double Count Reduction	17	8	9	53	25	27		
Total Discounted Committed Developments	229	105	124	507	250	258		
Historical Growth	-638	-368	-287	-635	-306	-329		
Comm Dev+1% Growth	470	244	232	746	365	382		
Growth Volume Used	470	244	232	746	365	382		
Total Volume	2550	1444	1168	2816	1362	1455		
Lanes	6LD							
LOS D Capacity	4880	2940	2940	4880	2940	2940		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2940	2940	5150	2940	2940		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2833
FROM: 10th St
TO: Midpoint
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	388	161	227	454	218	236
Peak Volume	388	161	227	454	218	236
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	388	161	227	454	218	236

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	10	6	4	87	42	45	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
One Park Place	30	16	15	68	34	34	NR	50%
The Waterway-East	16	6	10	25	15	10	Res	0%
NPB 7-Eleven	7	4	4	10	5	5	NR	0%
Clean Sweep Depot	1	1	1	1	1	1	NR	0%
Nautilus 211	15	6	9	19	12	8	Res	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Total Committed Developments	79	39	43	210	109	103		
Total Committed Residential	31	12	19	44	27	18		
Total Committed Non-Residential	48	27	24	166	82	85		
Double Count Reduction	8	3	5	11	7	5		
Total Discounted Committed Developments	71	36	38	199	102	98		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	112	53	62	246	125	123		
Growth Volume Used	112	53	62	246	125	123		
Total Volume	500	214	289	700	343	359		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Park Ave
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2833
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	388	161	227	454	218	236
Peak Volume	388	161	227	454	218	236
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	388	161	227	454	218	236

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	10	6	4	87	42	45	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
One Park Place	10	5	5	23	11	11	NR	50%
The Waterway-East	16	6	10	25	15	10	Res	0%
NPB 7-Eleven	7	4	4	10	5	5	NR	0%
Clean Sweep Depot	1	1	1	1	1	1	NR	0%
Nautilus 211	15	6	9	19	12	8	Res	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Total Committed Developments	59	28	33	165	86	80		
Total Committed Residential	31	12	19	44	27	18		
Total Committed Non-Residential	28	16	14	121	59	62		
Double Count Reduction	6	3	3	11	7	5		
Total Discounted Committed Developments	53	25	30	154	79	75		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	94	42	54	201	102	100		
Growth Volume Used	94	42	54	201	102	100		
Total Volume	482	203	281	655	320	336		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: Prosperity Farms Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: -1.78%
STATION: 2836
FROM: Midpoint
TO: Burns Rd
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	1365	671	694	1469	714	804			
Peak Volume	1365	671	694	1469	714	804			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	1365	671	694	1469	714	804			
Committed Developments							Type	% Complete	
10th Street Retail	0	0	0	0	0	0	NR	0%	
PGA Station Building 6 I & II	5	4	1	7	2	5	NR	70%	
Northlake Promenade	3	1	2	22	11	10	NR	47%	
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%	
PGA Waterfront Residential PUD	1	0	1	2	1	1	Res	0%	
Prosperity Village	10	8	2	15	5	10	Res	0%	
Total Committed Developments	19	13	6	46	19	26			
Total Committed Residential	11	8	3	17	6	11			
Total Committed Non-Residential	8	5	3	29	13	15			
Double Count Reduction	2	1	1	4	2	3			
Total Discounted Committed Developments	17	12	5	42	17	23			
Historical Growth	-224	-110	-114	-241	-117	-132			
Comm Dev+1% Growth	160	82	78	196	92	107			
Growth Volume Used	160	82	78	196	92	107			
Total Volume	1525	753	772	1665	806	911			
Lanes	3L								
LOS D Capacity	1948	1150	1150	1948	1150	1150			
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	1948	1150	1150	1948	1150	1150			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Prosperity Farms Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: -1.78%

STATION: 2836
FROM: Lighthouse Dr
TO: MIDPOINT
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	1365	671	694	1469	714	804			
Peak Volume	1365	671	694	1469	714	804			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	1365	671	694	1469	714	804			
Committed Developments							Type	% Complete	
10th Street Retail	0	0	0	0	0	0	NR	0%	
PGA Station Building 6 I & II	5	4	1	7	2	5	NR	70%	
Northlake Promenade	3	1	2	22	11	10	NR	47%	
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%	
PGA Waterfront Residential PUD	1	0	1	2	1	1	Res	0%	
Prosperity Village	7	1	6	10	6	4	Res	0%	
Total Committed Developments	16	6	10	41	20	20			
Total Committed Residential	8	1	7	12	7	5			
Total Committed Non-Residential	8	5	3	29	13	15			
Double Count Reduction	2	0	1	3	2	1			
Total Discounted Committed Developments	14	6	9	38	18	19			
Historical Growth	-224	-110	-114	-241	-117	-132			
Comm Dev+1% Growth	157	76	82	192	93	103			
Growth Volume Used	157	76	82	192	93	103			
Total Volume	1522	747	776	1661	807	907			
Lanes	3L								
LOS D Capacity	1948	1150	1150	1948	1150	1150			
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	1948	1150	1150	1948	1150	1150			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

Input Data

ROAD NAME: Prosperity Farms Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2806
FROM: Midpoint
TO: Lighthouse Dr
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	1122	560	585	1208	650	571	
Peak Volume	1122	560	585	1208	650	571	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	1122	560	585	1208	650	571	
Committed Developments							Type / % Complete
10th Street Retail	0	0	0	0	0	0	NR / 0%
Northlake Promenade	3	1	2	22	11	10	NR / 47%
Village Shoppes II	16	9	7	35	17	18	NR / 30%
One Park Place	3	2	2	7	4	4	NR / 50%
Total Committed Developments	22	12	11	64	32	32	
Total Committed Residential	0	0	0	0	0	0	
Total Committed Non-Residential	22	12	11	64	32	32	
Double Count Reduction	0	0	0	0	0	0	
Total Discounted Committed Developments	22	12	11	64	32	32	
Historical Growth	0	0	0	0	0	0	
Comm Dev+1% Growth	139	71	72	190	100	92	
Growth Volume Used	139	71	72	190	100	92	
Total Volume	1261	631	657	1398	750	663	
Lanes			3L				
LOS D Capacity	1948	1150	1150	1948	1150	1150	
Link Meets Test 1?	YES	YES	YES	YES	YES	YES	
LOS E Capacity	1948	1150	1150	1948	1150	1150	
Link Meets Test 2?	YES	YES	YES	YES	YES	YES	

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Prosperity Farms Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%

STATION: 2806
FROM: Northlake Blvd
TO: Midpoint
COUNT DATE: 01/25/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	1122	560	585	1208	650	571	
Peak Volume	1122	560	585	1208	650	571	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	1122	560	585	1208	650	571	
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	3	1	2	22	11	10	NR	47%
Village Shoppes II	16	9	7	35	17	18	NR	30%
One Park Place	3	2	2	7	4	4	NR	50%
Total Committed Developments	22	12	11	64	32	32		
Total Committed Residential	0	0	0	0	0	0		
Total Committed Non-Residential	22	12	11	64	32	32		
Double Count Reduction	0	0	0	0	0	0		
Total Discounted Committed Developments	22	12	11	64	32	32		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	139	71	72	190	100	92		
Growth Volume Used	139	71	72	190	100	92		
Total Volume	1261	631	657	1398	750	663		
Lanes			3L					
LOS D Capacity	1948	1150	1150	1948	1150	1150		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	1948	1150	1150	1948	1150	1150		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Silver Beach Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2615
FROM: N Congress Ave
TO: MIDPOINT
COUNT DATE: 01/23/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1079	497	582	1314	654	673
Peak Volume	1079	497	582	1314	654	673
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1079	497	582	1314	654	673

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	5	3	2	43	21	23	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	4	2	2	5	2	2	NR	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Total Committed Developments	13	7	6	57	28	30		
Total Committed Residential	0	0	0	0	0	0		
Total Committed Non-Residential	13	7	6	57	28	30		
Double Count Reduction	0	0	0	0	0	0		
Total Discounted Committed Developments	13	7	6	57	28	30		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	126	59	67	194	96	100		
Growth Volume Used	126	59	67	194	96	100		
Total Volume	1205	556	649	1508	750	773		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	NO	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Silver Beach Rd	STATION:	2615	Report Created
CURRENT YEAR:	2023	FROM:	MIDPOINT	07/11/2023
ANALYSIS YEAR:	2033	TO:	Old Dixie Hwy	
GROWTH RATE:	0%	COUNT DATE:	01/23/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1079	497	582	1314	654	673
Peak Volume	1079	497	582	1314	654	673
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1079	497	582	1314	654	673

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	5	3	2	43	21	23	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	4	2	2	5	2	2	NR	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Total Committed Developments	13	7	6	57	28	30		
Total Committed Residential	0	0	0	0	0	0		
Total Committed Non-Residential	13	7	6	57	28	30		
Double Count Reduction	0	0	0	0	0	0		
Total Discounted Committed Developments	13	7	6	57	28	30		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	126	59	67	194	96	100		
Growth Volume Used	126	59	67	194	96	100		
Total Volume	1205	556	649	1508	750	773		
Lanes	2L							
LOS D Capacity	1480	880	880	1480	880	880		
Link Meets Test 1?	YES	YES	YES	NO	YES	YES		
LOS E Capacity	1570	880	880	1570	880	880		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Silver Beach Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2807
FROM: Old Dixie Hwy
TO: Midpoint
COUNT DATE: 01/23/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	984	471	529	995	523	483
Peak Volume	984	471	529	995	523	483
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	984	471	529	995	523	483

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	5	3	2	43	21	23	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Champs Charter School	2	1	1	1	1	0	NR	65%
One Park Place	1	1	1	3	1	1	NR	50%
The Waterway-East	8	3	5	13	7	5	Res	0%
NPB 7-Eleven	5	3	3	7	4	4	NR	0%
Nautilus 211	23	9	14	29	17	12	Res	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Berkeley Landing	8	2	7	10	6	3	Res	0%
Island Plaza	1	0	1	7	3	3	NR	70%
Total Committed Developments	53	22	34	113	60	51		
Total Committed Residential	39	14	26	52	30	20		
Total Committed Non-Residential	14	8	8	61	30	31		
Double Count Reduction	3	2	2	12	6	5		
Total Discounted Committed Developments	50	20	32	101	54	46		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	153	69	87	205	109	97		
Growth Volume Used	153	69	87	205	109	97		
Total Volume	1137	540	616	1200	632	580		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Silver Beach Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2033
GROWTH RATE: 0%
STATION: 2807
FROM: Midpoint
TO: Federal Hwy
COUNT DATE: 01/23/2023
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	984	471	529	995	523	483		
Peak Volume	984	471	529	995	523	483		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	984	471	529	995	523	483		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	5	3	2	43	21	23	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Champs Charter School	2	1	1	1	1	0	NR	65%
One Park Place	1	1	1	3	1	1	NR	50%
The Waterway-East	8	3	5	13	7	5	Res	0%
NPB 7-Eleven	5	3	3	7	4	4	NR	0%
Nautilus 211	23	9	14	29	17	12	Res	0%
Silver Beach Industrial	0	0	0	0	0	0	NR	100%
Berkeley Landing	8	2	7	10	6	3	Res	0%
Island Plaza	1	0	1	7	3	3	NR	70%
Total Committed Developments	53	22	34	113	60	51		
Total Committed Residential	39	14	26	52	30	20		
Total Committed Non-Residential	14	8	8	61	30	31		
Double Count Reduction	3	2	2	12	6	5		
Total Discounted Committed Developments	50	20	32	101	54	46		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	153	69	87	205	109	97		
Growth Volume Used	153	69	87	205	109	97		
Total Volume	1137	540	616	1200	632	580		
Lanes	2L							
LOS D Capacity	1480	880	880	1480	880	880		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	1570	880	880	1570	880	880		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME:	Federal Hwy	STATION:	2838	Report Created	
CURRENT YEAR:	2022	FROM:	MIDPOINT	07/07/2023	
ANALYSIS YEAR:	2033	TO:	Pga Blvd		
GROWTH RATE:	2.14%	COUNT DATE:	02/15/2022		
		PSF:	1		

Link Analysis

Time Period		AM			PM			
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1986	1110	941	2452	1423	1029		
Peak Volume	1986	1110	941	2452	1423	1029		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1986	1110	941	2452	1423	1029		
Committed Developments							Type	% Complete
Northlake Promenade	8	3	5	65	34	31	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Briger East	21	15	6	24	8	16	NR	55%
PGA Waterfront Residential PUD	2	1	1	2	1	1	Res	0%
200 Yacht Club Drive	18	17	1	20	5	14	Res	0%
Total Committed Developments	49	36	13	111	48	62		
Total Committed Residential	20	18	2	22	6	15		
Total Committed Non-Residential	29	18	11	89	42	47		
Double Count Reduction	5	4	1	6	2	4		
Total Discounted Committed Developments	44	32	12	105	46	58		
Historical Growth	521	291	247	643	373	270		
Comm Dev+1% Growth	274	160	121	389	211	177		
Growth Volume Used	521	291	247	643	373	270		
Total Volume	2507	1401	1188	3095	1796	1299		
Lanes	4LD							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I
		Input Data						
ROAD NAME:	Federal Hwy		STATION:	2838				Report Created
CURRENT YEAR:	2022		FROM:	MIDPOINT				07/07/2023
ANALYSIS YEAR:	2033		TO:	Burns Rd				
GROWTH RATE:	2.14%		COUNT DATE:	02/15/2022				
			PSF:	1				

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1986	1110	941	2452	1423	1029
Peak Volume	1986	1110	941	2452	1423	1029
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1986	1110	941	2452	1423	1029

Committed Developments							Type	% Complete
Northlake Promenade	8	3	5	65	34	31	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Briger East	21	15	6	24	8	16	NR	55%
PGA Waterfront Residential PUD	2	1	1	2	1	1	Res	0%
200 Yacht Club Drive	18	17	1	20	5	14	Res	0%
Total Committed Developments	49	36	13	111	48	62		
Total Committed Residential	20	18	2	22	6	15		
Total Committed Non-Residential	29	18	11	89	42	47		
Double Count Reduction	5	4	1	6	2	4		
Total Discounted Committed Developments	44	32	12	105	46	58		
Historical Growth	521	291	247	643	373	270		
Comm Dev+1% Growth	274	160	121	389	211	177		
Growth Volume Used	521	291	247	643	373	270		
Total Volume	2507	1401	1188	3095	1796	1299		
Lanes	4LD							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	0	Report Created
CURRENT YEAR:	2023	FROM:	Burns Rd	07/07/2023
ANALYSIS YEAR:	2033	TO:	MIDPOINT	
GROWTH RATE:	0%	COUNT DATE:	NA	
		PSF:	0	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	0	0	0	0	0	0
Peak Volume	0	0	0	0	0	0
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	0	0	0	0	0	0

Committed Developments							Type	% Complete
Northlake Promenade	8	3	5	65	34	31	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Briger East	16	12	4	18	6	12	NR	65%
PGA Waterfront Residential PUD	6	2	4	7	4	3	Res	0%
200 Yacht Club Drive	18	17	1	20	5	14	Res	0%
Total Committed Developments	48	34	14	110	49	60		
Total Committed Residential	24	19	5	27	9	17		
Total Committed Non-Residential	24	15	9	83	40	43		
Double Count Reduction	5	3	1	7	2	4		
Total Discounted Committed Developments	43	31	13	103	47	56		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	43	31	13	103	47	56		
Growth Volume Used	43	31	13	103	47	56		
Total Volume	43	31	13	103	47	56		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME:	Federal Hwy	STATION:	0		Report Created
CURRENT YEAR:	2023	FROM:	Lighthouse Dr		07/07/2023
ANALYSIS YEAR:	2033	TO:	MIDPOINT		
GROWTH RATE:	0%	COUNT DATE:	NA		
		PSF:	0		

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	0	0	0	0	0	0
Peak Volume	0	0	0	0	0	0
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	0	0	0	0	0	0

Committed Developments							Type	% Complete
Northlake Promenade	8	3	5	65	34	31	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Briger East	16	12	4	18	6	12	NR	65%
PGA Waterfront Residential PUD	6	2	4	7	4	3	Res	0%
200 Yacht Club Drive	27	1	26	29	22	8	Res	0%
Total Committed Developments	57	18	39	119	66	54		
Total Committed Residential	33	3	30	36	26	11		
Total Committed Non-Residential	24	15	9	83	40	43		
Double Count Reduction	5	1	2	9	7	3		
Total Discounted Committed Developments	52	17	37	110	59	51		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	52	17	37	110	59	51		
Growth Volume Used	52	17	37	110	59	51		
Total Volume	52	17	37	110	59	51		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME:	Federal Hwy	STATION:	2832	Report Created	
CURRENT YEAR:	2023	FROM:	Midpoint	07/07/2023	
ANALYSIS YEAR:	2033	TO:	Lighthouse Dr		
GROWTH RATE:	-3.41%	COUNT DATE:	04/03/2023		
		PSF:	1		

Link Analysis

Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	2405	1321	1084	2302	1089	1233			
Peak Volume	2405	1321	1084	2302	1089	1233			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	2405	1321	1084	2302	1089	1233			
Committed Developments							Type	% Complete	
Northlake Promenade	13	5	8	108	56	52	NR	47%	
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%	
NPB 7-Eleven	9	5	5	12	6	6	NR	0%	
Nautilus 211	15	9	6	19	8	12	Res	0%	
200 Yacht Club Drive	14	1	13	15	11	4	Res	0%	
Total Committed Developments	51	20	32	154	81	74			
Total Committed Residential	29	10	19	34	19	16			
Total Committed Non-Residential	22	10	13	120	62	58			
Double Count Reduction	4	2	3	9	5	4			
Total Discounted Committed Developments	47	18	29	145	76	70			
Historical Growth	-705	-387	-318	-675	-319	-362			
Comm Dev+1% Growth	299	156	142	386	190	199			
Growth Volume Used	299	156	142	386	190	199			
Total Volume	2704	1477	1226	2688	1279	1432			
Lanes	6LD								
LOS D Capacity	4880	2680	2680	4880	2680	2680			
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	5150	2830	2830	5150	2830	2830			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	2832	Report Created
CURRENT YEAR:	2023	FROM:	Northlake Blvd	07/07/2023
ANALYSIS YEAR:	2033	TO:	Midpoint	
GROWTH RATE:	-3.41%	COUNT DATE:	04/03/2023	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2405	1321	1084	2302	1089	1233
Peak Volume	2405	1321	1084	2302	1089	1233
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2405	1321	1084	2302	1089	1233

Committed Developments							Type	% Complete
Northlake Promenade	13	5	8	108	56	52	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	15	9	6	19	8	12	Res	0%
200 Yacht Club Drive	14	1	13	15	11	4	Res	0%
Total Committed Developments	51	20	32	154	81	74		
Total Committed Residential	29	10	19	34	19	16		
Total Committed Non-Residential	22	10	13	120	62	58		
Double Count Reduction	4	2	3	9	5	4		
Total Discounted Committed Developments	47	18	29	145	76	70		
Historical Growth	-705	-387	-318	-675	-319	-362		
Comm Dev+1% Growth	299	156	142	386	190	199		
Growth Volume Used	299	156	142	386	190	199		
Total Volume	2704	1477	1226	2688	1279	1432		
Lanes	6LD							
LOS D Capacity	4880	2680	2680	4880	2680	2680		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2830	2830	5150	2830	2830		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800		Report Created
CURRENT YEAR:	2022	FROM:	Northlake Blvd		07/07/2023
ANALYSIS YEAR:	2033	TO:	Northlake Blvd		
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022		
		PSF:	1		

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	1944	921	1025	2327	1204	1123	
Peak Volume	1944	921	1025	2327	1204	1123	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	1944	921	1025	2327	1204	1123	
Committed Developments							Type / % Complete
Northlake Promenade	20	12	8	173	83	90	NR / 47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR / 30%
Palm Beach Outlets	4	2	2	19	10	9	NR / 72%
One Park Place	4	2	2	9	5	5	NR / 50%
NPB 7-Eleven	9	5	5	12	6	6	NR / 0%
Nautilus 211	46	28	19	58	23	35	Res / 0%
200 Yacht Club Drive	2	0	2	2	2	1	Res / 0%
Safe Harbor Riviera Beach	24	4	20	27	20	7	NR / 0%
Total Committed Developments	109	53	58	300	149	153	
Total Committed Residential	48	28	21	60	25	36	
Total Committed Non-Residential	61	25	37	240	124	117	
Double Count Reduction	12	5	5	15	6	9	
Total Discounted Committed Developments	97	48	53	285	143	144	
Historical Growth	544	258	287	651	337	314	
Comm Dev+1% Growth	322	155	172	554	282	274	
Growth Volume Used	544	258	287	651	337	314	
Total Volume	2488	1179	1312	2978	1541	1437	
Lanes	4LD						
LOS D Capacity	3220	1960	1960	3220	1960	1960	
Link Meets Test 1?	YES	YES	YES	YES	YES	YES	
LOS E Capacity	3400	1960	1960	3400	1960	1960	
Link Meets Test 2?	YES	YES	YES	YES	YES	YES	

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800		Report Created
CURRENT YEAR:	2022	FROM:	Park Ave		07/07/2023
ANALYSIS YEAR:	2033	TO:	MIDPOINT		
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022		
		PSF:	1		

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	20	12	8	173	83	90	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	46	28	19	58	23	35	Res	0%
200 Yacht Club Drive	2	0	2	2	2	1	Res	0%
Safe Harbor Riviera Beach	24	4	20	27	20	7	NR	0%
Total Committed Developments	109	53	58	300	149	153		
Total Committed Residential	48	28	21	60	25	36		
Total Committed Non-Residential	61	25	37	240	124	117		
Double Count Reduction	12	5	5	15	6	9		
Total Discounted Committed Developments	97	48	53	285	143	144		
Historical Growth	544	258	287	651	337	314		
Comm Dev+1% Growth	322	155	172	554	282	274		
Growth Volume Used	544	258	287	651	337	314		
Total Volume	2488	1179	1312	2978	1541	1437		
Lanes	5L							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2022
ANALYSIS YEAR: 2033
GROWTH RATE: 2.27%
STATION: 2800
FROM: Midpoint
TO: Park Ave
COUNT DATE: 03/02/2022
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	10	6	4	87	42	45	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Champs Charter School	5	2	3	2	1	1	NR	65%
One Park Place	3	2	2	7	4	4	NR	50%
The Waterway-East	20	13	7	31	13	19	Res	0%
Nautilus 211	62	37	25	77	31	46	Res	0%
Island Plaza	2	1	1	14	7	7	NR	70%
Safe Harbor Riviera Beach	30	5	25	34	25	9	NR	0%
Total Committed Developments	136	68	69	271	133	140		
Total Committed Residential	82	50	32	108	44	65		
Total Committed Non-Residential	54	18	37	163	89	75		
Double Count Reduction	11	4	7	27	11	15		
Total Discounted Committed Developments	125	64	62	244	122	125		
Historical Growth	544	258	287	651	337	314		
Comm Dev+1% Growth	350	171	181	513	261	255		
Growth Volume Used	544	258	287	651	337	314		
Total Volume	2488	1179	1312	2978	1541	1437		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800	Report Created
CURRENT YEAR:	2022	FROM:	Silver Beach Rd	07/11/2023
ANALYSIS YEAR:	2033	TO:	Midpoint	
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM			
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1944	921	1025	2327	1204	1123		
Peak Volume	1944	921	1025	2327	1204	1123		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1944	921	1025	2327	1204	1123		
Committed Developments							Type	% Complete
Northlake Promenade	10	6	4	87	42	45	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Champs Charter School	5	2	3	2	1	1	NR	65%
One Park Place	3	2	2	7	4	4	NR	50%
The Waterway-East	20	13	7	31	13	19	Res	0%
Nautilus 211	92	38	55	116	70	46	Res	0%
Island Plaza	2	1	1	14	7	7	NR	70%
Safe Harbor Riviera Beach	30	5	25	34	25	9	NR	0%
Total Committed Developments	166	69	99	310	172	140		
Total Committed Residential	112	51	62	147	83	65		
Total Committed Non-Residential	54	18	37	163	89	75		
Double Count Reduction	11	4	7	33	18	15		
Total Discounted Committed Developments	155	65	92	277	154	125		
Historical Growth	544	258	287	651	337	314		
Comm Dev+1% Growth	380	172	211	546	293	255		
Growth Volume Used	544	258	287	651	337	314		
Total Volume	2488	1179	1312	2978	1541	1437		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Broadway
CURRENT YEAR: 2022
ANALYSIS YEAR: 2033
GROWTH RATE: 2.27%
STATION: 2800
FROM: Midpoint
TO: Silver Beach Rd
COUNT DATE: 03/02/2022
PSF: 1

Report Created
07/11/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	0	0	0	0	0	0	NR	47%
Wellness Resort	11	3	8	14	8	6	NR	20%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Australian Plaza	1	0	1	6	3	3	NR	0%
Champs Charter School	7	3	4	3	2	1	NR	65%
The Waterway-East	20	7	13	31	19	13	Res	0%
Nautilus 211	69	28	41	87	52	35	Res	0%
Island Plaza	8	5	3	68	35	34	NR	70%
Safe Harbor Riviera Beach	41	6	35	47	35	13	NR	0%
Total Committed Developments	161	54	107	275	164	114		
Total Committed Residential	89	35	54	118	71	48		
Total Committed Non-Residential	72	19	53	157	93	66		
Double Count Reduction	14	4	11	30	18	12		
Total Discounted Committed Developments	147	50	96	245	146	102		
Historical Growth	544	258	287	651	337	314		
Comm Dev+1% Growth	372	157	215	514	285	232		
Growth Volume Used	544	258	287	651	337	314		
Total Volume	2488	1179	1312	2978	1541	1437		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Broadway	STATION:	2800	Report Created
CURRENT YEAR:	2022	FROM:	Blue Heron Blvd W	07/11/2023
ANALYSIS YEAR:	2033	TO:	Midpoint	
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	0	0	0	0	0	0	NR	47%
Wellness Resort	11	3	8	14	8	6	NR	20%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Australian Plaza	1	0	1	6	3	3	NR	0%
Champs Charter School	7	3	4	3	2	1	NR	65%
The Waterway-East	20	7	13	31	19	13	Res	0%
Nautilus 211	69	28	41	87	52	35	Res	0%
Island Plaza	8	3	5	68	34	35	NR	70%
Safe Harbor Riviera Beach	41	6	35	47	35	13	NR	0%
Total Committed Developments	161	52	109	275	163	115		
Total Committed Residential	89	35	54	118	71	48		
Total Committed Non-Residential	72	17	55	157	92	67		
Double Count Reduction	14	3	11	30	18	12		
Total Discounted Committed Developments	147	49	98	245	145	103		
Historical Growth	544	258	287	651	337	314		
Comm Dev+1% Growth	372	156	217	514	284	233		
Growth Volume Used	544	258	287	651	337	314		
Total Volume	2488	1179	1312	2978	1541	1437		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

E-W Street: Northlake Blvd | COUNT DATE: 01/11/2022 | Report Created
N-S STREET: Prosperity Farms Rd | CURRENT YEAR: 2022 | 08/16/2023
TIME PERIOD: AM | ANALYSIS YEAR: 2033
GROWTH RATE: -0.68% | PSF: 1
SIGNAL ID: 17390

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	228	983	16	20	906	58	10	92	48	135	130	154		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	228	983	16	20	906	58	10	92	48	135	130	154		
Committed Developments													Type	% Complete
Avenir	0	57	0	0	60	0	0	0	0	0	0	0	Res	1%
NPB 7-Eleven	0	14	0	0	14	0	0	0	0	0	0	0	NR	0%
Briger East	0	6	0	0	15	0	0	0	0	0	0	0	NR	55%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Northlake Promenade	0	16	0	1	11	1	0	0	2	2	0	0	NR	47%
One Park Place	0	0	2	0	0	0	2	2	0	0	2	0	NR	50%
Palm Beach Outlets	0	2	0	0	3	0	0	0	0	0	0	0	NR	72%
Briger West	0	3	0	0	1	0	0	0	0	0	0	0	Res	40%
Total Committed Developments	0	98	2	1	104	1	2	2	2	2	2	0		
Total Committed Residential	0	60	0	0	61	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	38	2	1	43	1	2	2	2	2	2	0		
Double Count Reduction	0	8	0	0	9	0	0	0	0	0	0	0		
Total Discounted Committed	0	90	2	1	95	1	2	2	2	2	2	0		
Historical Growth	-16	-71	-1	-1	-66	-4	-1	-7	-3	-10	-9	-11		
Comm Dev+1% Growth	26	204	4	3	200	8	3	13	8	18	17	18		
Growth Volume Used	26	204	4	3	200	8	3	13	8	18	17	18		
Total Volume	254	1187	20	23	1106	66	13	105	56	153	147	172		

Input Data

E-W Street: Northlake Blvd | COUNT DATE: 01/11/2022 | Report Created
N-S STREET: Prosperity Farms Rd | CURRENT YEAR: 2022 | 08/16/2023
TIME PERIOD: PM | ANALYSIS YEAR: 2033
GROWTH RATE: -0.68% | PSF: 1
SIGNAL ID: 17390

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	280	878	25	26	1341	64	37	100	63	170	169	260		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	280	878	25	26	1341	64	37	100	63	170	169	260		
Committed Developments													Type	% Complete
Avenir	0	68	0	0	87	0	0	0	0	0	0	0	Res	1%
NPB 7-Eleven	0	19	0	0	19	0	0	0	0	0	0	0	NR	0%
Briger East	0	16	0	0	8	0	0	0	0	0	0	0	NR	55%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Northlake Promenade	0	114	0	11	124	11	0	0	11	11	0	0	NR	47%
One Park Place	0	1	4	0	1	1	4	4	0	1	4	0	NR	50%
Palm Beach Outlets	0	15	0	0	14	0	0	0	0	0	0	0	NR	72%
Briger West	0	2	0	0	4	0	0	0	0	0	0	0	Res	40%
Total Committed Developments	0	235	4	11	257	12	4	4	11	12	4	0		
Total Committed Residential	0	70	0	0	91	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	165	4	11	166	12	4	4	11	12	4	0		
Double Count Reduction	0	18	0	0	23	0	0	0	0	0	0	0		
Total Discounted Committed	0	217	4	11	234	12	4	4	11	12	4	0		
Historical Growth	-20	-63	-2	-2	-97	-5	-3	-7	-5	-12	-12	-19		
Comm Dev+1% Growth	32	319	7	14	389	19	8	16	18	32	24	30		
Growth Volume Used	32	319	7	14	389	19	8	16	18	32	24	30		
Total Volume	312	1197	32	40	1730	83	45	116	81	202	193	290		

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

Input Data

E-W Street: Northlake Blvd | COUNT DATE: 01/10/2022 | Report Created
N-S STREET: Federal Hwy | CURRENT YEAR: 2022 | 08/16/2023
TIME PERIOD: AM | ANALYSIS YEAR: 2033
GROWTH RATE: -1.84% | PSF: 1
SIGNAL ID: 17460

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	578	60	207	18	47	23	239	498	43	25	508	207		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	578	60	207	18	47	23	239	498	43	25	508	207		
Committed Developments													Type	% Complete
NPB 7-Eleven	5	0	5	0	0	0	5	0	0	0	0	5	NR	0%
200 Yacht Club Drive	0	0	0	0	0	0	0	0	0	0	2	9	Res	0%
Northlake Promenade	**22**	**0**	**5**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**5**	NR	0%
Nautilus 211	0	0	13	0	0	0	18	9	0	0	6	0	Res	0%
Total Committed Developments	27	0	23	0	0	0	23	9	0	0	24	19		
Total Committed Residential	0	0	13	0	0	0	18	9	0	0	8	9		
Total Committed Non-Residential	27	0	10	0	0	0	5	0	0	0	16	10		
Double Count Reduction	0	0	2	0	0	0	1	0	0	0	2	2		
Total Discounted Committed	27	0	21	0	0	0	22	9	0	0	22	17		
Historical Growth	-107	-11	-38	-3	-9	-4	-44	-92	-8	-5	-94	-38		
Comm Dev+1% Growth	94	7	45	2	5	3	50	67	5	3	81	41		
Growth Volume Used	94	7	45	2	5	3	50	67	5	3	81	41		
Total Volume	672	67	252	20	52	26	289	565	48	28	589	248		

Input Data

E-W Street: Northlake Blvd | COUNT DATE: 01/10/2022 | Report Created
N-S STREET: Federal Hwy | CURRENT YEAR: 2022 | 08/16/2023
TIME PERIOD: PM | ANALYSIS YEAR: 2033
GROWTH RATE: -1.84% | PSF: 1
SIGNAL ID: 17460

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	430	86	348	29	58	53	374	652	9	54	641	487		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	430	86	348	29	58	53	374	652	9	54	641	487		
Committed Developments													Type	% Complete
NPB 7-Eleven	6	0	6	0	0	0	6	0	0	0	0	6	NR	0%
200 Yacht Club Drive	7	0	0	0	0	0	0	2	0	0	1	3	Res	0%
One Park Place	0	0	1	0	0	0	1	0	0	0	0	0	NR	50%
Northlake Promenade	**42**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**31**	**10**	NR	0%
Nautilus 211	0	0	23	0	0	0	15	8	0	0	12	0	Res	0%
Total Committed Developments	55	0	40	0	0	0	22	10	0	0	44	19		
Total Committed Residential	7	0	23	0	0	0	15	10	0	0	13	3		
Total Committed Non-Residential	48	0	17	0	0	0	7	0	0	0	31	16		
Double Count Reduction	2	0	3	0	0	0	1	0	0	0	3	1		
Total Discounted Committed	53	0	37	0	0	0	21	10	0	0	41	18		
Historical Growth	-79	-16	-64	-5	-11	-10	-69	-120	-2	-10	-118	-90		
Comm Dev+1% Growth	103	10	77	3	7	6	64	85	1	6	115	74		
Growth Volume Used	103	10	77	3	7	6	64	85	1	6	115	74		
Total Volume	533	96	425	32	65	59	438	737	10	60	756	561		

APPENDIX E

TEST 1 PART 1: INTERSECTION ANALYSIS

Turn Lane Storage Analysis Summary

Intersection	Movement	95th Percentile Queue (ft)	Existing Storage Length (ft)	Additional Storage Required?
Northlake Blvd at US 1	EBL	500	375	Yes[1]
Northlake Blvd at Project Main Driveway	WBL	25	250 + 92' taper	No
Project Main Driveway at US 1	NBL	75	135 + 60' taper	No[2]
Palmetto Dr at US 1	NBL	25	270	No
	EBL	125	36 + 45' taper	Yes[3]
	EBT/R	150	217	No

Notes:

1. For Northlake Boulevard at US 1, the easterly median opening on Northlake Boulevard is proposed to be closed and the eastbound dual left turn lanes will be extended at the US 1 intersection (see Appendix A for the Northlake Promenade Apartments Traffic Performance Standards Review letter dated May 20, 2022).
2. For Project Main Driveway at US 1, the northbound left turn is proposed to be extended to the maximum extent feasible.
3. For Palmetto Drive at US 1, the eastbound left turn is proposed to be extended to the maximum extent feasible.

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
17300	Northlake Bl	Military Tr	1/10/2023	12:00 PM	16	164	538	346	30	408	488	282	30	373	984	137	75	340	912	264	5387
17300	Northlake Bl	Military Tr	1/10/2023	4:45 PM	18	332	936	343	15	384	911	527	17	518	1174	225	45	441	1329	306	7521
17300	Northlake Bl	Military Tr	1/28/2021	7:45 AM	12	190	681	390	8	268	479	230	22	623	1244	266	18	223	645	144	5443
17300	Northlake Bl	Military Tr	1/28/2021	12:00 PM	22	176	515	385	10	567	443	187	23	360	855	177	56	349	866	237	5228
17300	Northlake Bl	Military Tr	1/28/2021	4:45 PM	12	432	841	440	9	434	677	400	37	465	1130	215	37	335	1175	247	6886
17370	Northlake Bl	Old Dixie Hwy	1/12/2022	7:45 AM	0	146	56	139	0	9	70	48	4	39	1327	236	4	166	1164	17	3425
17370	Northlake Bl	Old Dixie Hwy	1/10/2022	12:00 PM	0	205	31	138	0	21	54	24	10	43	1306	185	1	132	1572	15	3737
17370	Northlake Bl	Old Dixie Hwy	1/10/2022	4:45 PM	0	256	67	125	0	9	79	35	9	46	1355	130	2	127	1888	20	4148
17390	Northlake Bl	Prosperity Farms Rd	1/11/2022	7:45 AM	0	10	92	48	5	130	130	154	0	228	983	16	1	19	906	58	2780
17390	Northlake Bl	Prosperity Farms Rd	1/11/2022	12:00 PM	0	47	80	74	0	185	169	201	29	261	1021	31	6	55	1207	66	3432
17390	Northlake Bl	Prosperity Farms Rd	1/11/2022	4:45 PM	0	37	100	63	0	170	169	260	21	259	878	25	2	24	1341	64	3413
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	12/15/2022	7:30 AM	0	147	131	471	0	252	155	37	1	148	1312	160	1	278	402	194	3689
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	12/15/2022	12:00 PM	0	90	75	227	0	258	83	56	0	66	616	113	1	194	640	277	2696
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	12/15/2022	5:00 PM	2	144	111	353	0	247	134	80	0	70	680	136	1	344	1153	243	3698
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	1/5/2021	7:30 AM	0	91	95	347	0	202	105	35	0	105	1039	118	0	185	359	204	2885
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	1/5/2021	12:00 PM	0	79	58	160	0	269	84	55	0	65	458	53	3	137	466	264	2151
17292	Northlake Bl	Ryder Cup Bl/Jog Rd	1/5/2021	5:00 PM	0	141	97	298	0	180	80	69	0	53	507	72	0	279	1076	267	3119
17330	Northlake Bl	Sandtree Dr/Sunrise Dr	3/7/2022	7:45 AM	0	255	6	125	0	70	9	67	78	56	2071	150	11	171	1548	26	4643
17330	Northlake Bl	Sandtree Dr/Sunrise Dr	3/7/2022	12:00 PM	0	347	13	289	0	76	14	58	75	43	1822	148	18	259	1857	32	5051
17330	Northlake Bl	Sandtree Dr/Sunrise Dr	3/7/2022	4:45 PM	0	356	16	191	1	71	4	81	60	54	1901	139	10	179	2186	29	5278
17200	Northlake Bl	Seminole Pratt Whitne	12/12/2022	7:15 AM	2	0	54	445	0	15	37	0	0	0	0	0	0	318	0	18	889
17200	Northlake Bl	Seminole Pratt Whitne	12/12/2022	5:00 PM	0	0	47	344	0	30	89	0	0	0	0	0	0	709	0	37	1256
17200	Northlake Bl	Seminole Pratt Whitne	1/12/2021	7:15 AM	0	0	29	674	0	31	29	0	0	0	0	0	0	284	2	27	1076
17200	Northlake Bl	Seminole Pratt Whitne	1/12/2021	5:00 PM	0	0	40	339	0	27	49	0	0	0	0	0	0	593	0	42	1090
17268	Northlake Bl	Shoppes of Ibis	2/2/2021	7:15 AM	0	88	0	150	0	0	0	0	0	0	2188	265	0	42	507	0	3240
17268	Northlake Bl	Shoppes of Ibis	2/2/2021	12:15 PM	0	196	0	41	0	0	0	0	0	0	679	158	2	25	816	0	1917
17268	Northlake Bl	Shoppes of Ibis	2/2/2021	5:00 PM	0	361	0	26	0	0	0	0	0	0	892	151	0	67	2436	0	3933
17460	Northlake Bl	US-1	1/10/2022	7:45 AM	1	238	498	43	3	22	508	207	1	577	60	207	0	18	47	23	2453
17460	Northlake Bl	US-1	1/10/2022	12:00 PM	14	355	490	13	13	31	476	471	3	518	64	390	0	23	77	47	2985
17460	Northlake Bl	US-1	1/10/2022	4:45 PM	7	367	652	9	3	51	641	487	0	430	86	348	0	29	58	53	3221
42050	Northtree Bl	Jog Rd	9/9/2021	6:30 AM	2	16	837	518	3	536	1387	64	0	87	17	83	0	299	2	438	4289
42050	Northtree Bl	Jog Rd	9/9/2021	2:00 PM	5	83	1238	92	2	173	1078	75	0	51	1	26	0	76	4	192	3096
42050	Northtree Bl	Jog Rd	9/9/2021	4:45 PM	2	58	1928	178	0	266	1109	80	1	69	5	44	0	85	6	184	4015
31110	Nottingham Bl	US-1/Dixie Hwy	11/9/2021	7:30 AM	0	28	876	5	0	21	490	10	0	37	13	38	1	2	3	8	1532
31110	Nottingham Bl	US-1/Dixie Hwy	11/9/2021	12:00 PM	0	26	573	11	0	11	572	24	0	20	4	36	0	2	4	10	1293
31110	Nottingham Bl	US-1/Dixie Hwy	11/9/2021	5:00 PM	0	41	683	3	0	24	884	26	0	18	7	44	0	7	6	9	1752

CMA INTERSECTION ANALYSIS

VILLAGE PLACE

NORTHLAKE BOULEVARD AND PROSPERITY FARMS ROAD

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

TRIPS

	IN	OUT
AM	117	308
PM	269	182

INPUT DATA

Comments:

Area Wide Growth Rate = 1.00% Peak Season = 1.03 Current Year = 2022 Buildout Year = 2033

AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2022)	10	92	48	135	130	154	228	983	16	20	906	58	
Peak Season Adjustment	0	3	1	4	4	5	7	29	0	1	27	2	
Background Traffic Growth	1	11	6	16	15	18	27	117	2	2	108	7	331
1.0% Background Growth	1	11	6	16	15	18	27	117	2	2	108	7	530
Major Projects Traffic	2	2	2	2	2	0	0	90	2	1	95	1	
1% BGR + Major Projects	3	13	8	18	17	18	27	207	4	3	203	8	
Project Traffic	0	0	6	6	0	0	0	35	0	15	92	15	
Total	**13**	**108**	**63**	**163**	**151**	**177**	**262**	**1255**	**20**	**39**	**1228**	**83**	
Approach Total		**184**			**491**			**1,537**			**1,350**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	2	<	1	1	1	1	3	<	1	3	<
Per Lane Volume	13	85		163	151	177	262	425		39	437	
Right on Red			10			60			10			10
Overlaps Left			39			262			13			163
Adj. Per Lane Volume	13	75		163	151	0	262	415		39	427	
Through/Right Volume		75			151			415			427	
Opposing Left Turns		163			13			39			262	
Critical Volume for Approach		239			165			454			689	
Critical Volume for Direction		239						689				
Intersection Critical Volume	**928**											
STATUS?*	**UNDER**											

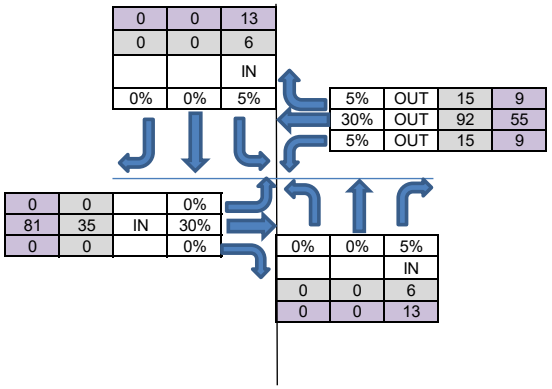
PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2022)	37	100	63	170	169	260	280	878	25	26	1341	64	
Peak Season Adjustment	1	3	2	5	5	8	8	26	1	1	40	2	
Background Traffic Growth	4	12	8	20	20	31	33	105	3	3	160	8	407
1.0% Background Growth	4	12	8	20	20	31	33	105	3	3	160	8	920
Major Projects Traffic	4	4	11	12	4	0	0	217	4	11	234	12	
1% BGR + Major Projects	8	16	19	32	24	31	33	322	7	14	394	20	
Project Traffic	0	0	13	13	0	0	0	81	0	9	55	9	
Total	**47**	**119**	**96**	**220**	**198**	**299**	**322**	**1307**	**33**	**50**	**1830**	**95**	
Approach Total		**262**			**717**			**1,661**			**1,974**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	2	<	1	1	1	1	3	<	1	3	<
Per Lane Volume	47	108		220	198	299	322	447		50	642	
Right on Red			10			60			10			10
Overlaps Left			50			322			47			220
Adj. Per Lane Volume	47	98		220	198	0	322	437		50	632	
Through/Right Volume		98			198			437			632	
Opposing Left Turns		220			47			50			322	
Critical Volume for Approach		318			245			486			953	
Critical Volume for Direction		318						953				
Intersection Critical Volume	**1,271**											
STATUS?*	**NEAR**											



*Per the PBC 1989 Comprehensive Plan (revised 8/22/2019), the intersection of Northlake Boulevard at Prosperity Farms Road has a CRALLS designation of a 1500 CMA threshold.

CMA INTERSECTION ANALYSIS
VILLAGE PLACE
NORTHLAKE BOULEVARD AND US 1

09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

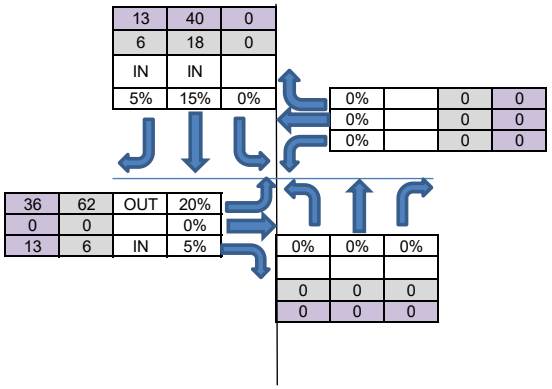
TRIPS

	IN	OUT
AM	117	308
PM	269	182

INPUT DATA

Comments:

Area Wide Growth Rate = 1.00% Peak Season = 1.00 Current Year = 2022 Buildout Year = 2033



AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2022)	239	498	43	25	508	207	578	60	207	18	47	23	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	28	58	5	3	59	24	67	7	24	2	5	3	284
1.0% Background Growth	28	58	5	3	59	24	67	7	24	2	5	3	402
Major Projects Traffic	22	9	0	0	22	17	27	0	21	0	0	0	
1% BGR + Major Projects	50	67	5	3	81	41	94	7	45	2	5	3	
Project Traffic	0	0	0	0	18	6	62	0	6	0	0	0	
Total	**289**	**565**	**48**	**28**	**607**	**254**	**734**	**67**	**258**	**20**	**52**	**26**	
Approach Total		**901**			**889**			**1,059**			**98**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	2	2	<	1	2	1	2	1	1	1	1	1
Per Lane Volume	144	306		28	303	254	367	67	258	20	52	26
Right on Red			10			60			60			60
Overlaps Left			20			367			144			28
Adj. Per Lane Volume	144	296		28	303	0	367	67	54	20	52	0
Through/Right Volume		296			303			67			52	
Opposing Left Turns		28			144			20			367	
Critical Volume for Approach		324			448			87			419	
Critical Volume for Direction		448						419				
Intersection Critical Volume	**867**											
STATUS?	**UNDER**											

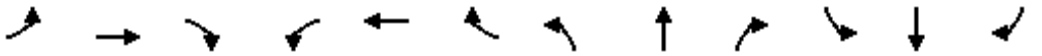
PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2022)	374	652	9	54	641	487	430	86	348	29	58	53	
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0	
Background Traffic Growth	43	75	1	6	74	56	50	10	40	3	7	6	373
1.0% Background Growth	43	75	1	6	74	56	50	10	40	3	7	6	553
Major Projects Traffic	21	10	0	0	41	18	53	0	37	0	0	0	
1% BGR + Major Projects	64	85	1	6	115	74	103	10	77	3	7	6	
Project Traffic	0	0	0	0	40	13	36	0	13	0	0	0	
Total	**438**	**737**	**10**	**60**	**796**	**574**	**569**	**96**	**438**	**32**	**65**	**59**	
Approach Total		**1,186**			**1,431**			**1,103**			**156**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	2	2	<	1	2	1	2	1	1	1	1	1
Per Lane Volume	219	374		60	398	574	284	96	438	32	65	59
Right on Red			10			60			60			60
Overlaps Left			32			284			219			60
Adj. Per Lane Volume	219	364		60	398	230	284	96	159	32	65	0
Through/Right Volume		364			398			159			65	
Opposing Left Turns		60			219			32			284	
Critical Volume for Approach		424			617			191			349	
Critical Volume for Direction		617						349				
Intersection Critical Volume	**966**											
STATUS?	**UNDER**											

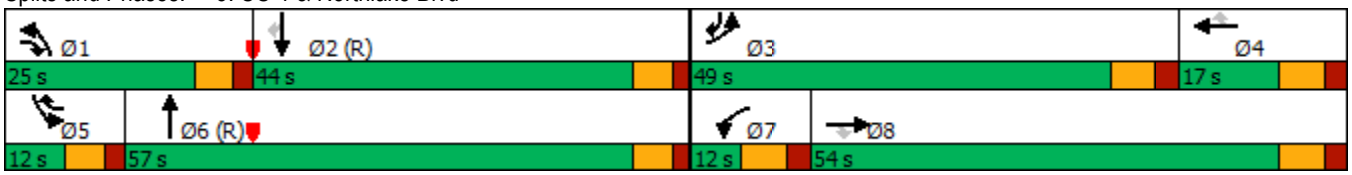


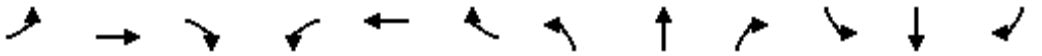
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	734	67	258	20	52	26	289	565	48	28	607	254
Future Volume (vph)	734	67	258	20	52	26	289	565	48	28	607	254
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.97	1.00	1.00	1.00	1.00	1.00	0.97	0.95	0.95	1.00	0.95	1.00
Frt			0.850			0.850		0.988				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	1863	1583	1770	1863	1583	3433	3497	0	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	1863	1583	1770	1863	1583	3433	3497	0	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			107			186		8				216
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		936			579			652			545	
Travel Time (s)		21.3			13.2			14.8			12.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	773	71	272	21	55	27	304	595	51	29	639	267
Shared Lane Traffic (%)												
Lane Group Flow (vph)	773	71	272	21	55	27	304	646	0	29	639	267
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA		Prot	NA	pm+ov
Protected Phases	3	8	1	7	4	5	1	6		5	2	3
Permitted Phases			8			4						2
Detector Phase	3	8	1	7	4	5	1	6		5	2	3
Switch Phase												
Minimum Initial (s)	4.0	5.0	4.0	4.0	5.0	4.0	4.0	10.0		4.0	10.0	4.0

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Minimum Split (s)	11.0	12.0	10.0	11.0	12.0	10.0	10.0	16.0		10.0	16.0	11.0
Total Split (s)	49.0	54.0	25.0	12.0	17.0	12.0	25.0	57.0		12.0	44.0	49.0
Total Split (%)	36.3%	40.0%	18.5%	8.9%	12.6%	8.9%	18.5%	42.2%		8.9%	32.6%	36.3%
Maximum Green (s)	42.0	47.0	19.0	5.0	10.0	6.0	19.0	51.0		6.0	38.0	42.0
Yellow Time (s)	4.5	4.5	4.0	4.5	4.5	4.0	4.0	4.0		4.0	4.0	4.5
All-Red Time (s)	2.5	2.5	2.0	2.5	2.5	2.0	2.0	2.0		2.0	2.0	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.0	7.0	6.0	7.0	7.0	6.0	6.0	6.0		6.0	6.0	7.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Recall Mode	None	None	None	None	None	None	None	C-Max		None	C-Max	None
Act Effct Green (s)	36.4	42.4	66.1	5.0	8.8	19.8	16.7	62.1		6.6	49.7	92.1
Actuated g/C Ratio	0.27	0.31	0.49	0.04	0.07	0.15	0.12	0.46		0.05	0.37	0.68
v/c Ratio	0.83	0.12	0.33	0.32	0.45	0.07	0.72	0.40		0.34	0.49	0.23
Control Delay	24.1	7.8	3.3	76.6	72.4	0.3	66.8	27.5		72.8	37.1	2.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	24.1	7.8	3.3	76.6	72.4	0.3	66.8	27.5		72.8	37.1	2.7
LOS	C	A	A	E	E	A	E	C		E	D	A
Approach Delay		18.0			54.4			40.1			28.4	
Approach LOS		B			D			D			C	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 135			
Offset: 25 (19%), Referenced to phase 2:SBT and 6:NBT, Start of Green			
Natural Cycle: 70			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.83			
Intersection Signal Delay: 29.1		Intersection LOS: C	
Intersection Capacity Utilization 68.5%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 3: US-1 & Northlake Blvd





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	734	67	258	20	52	26	289	565	48	28	607	254
Future Volume (veh/h)	734	67	258	20	52	26	289	565	48	28	607	254
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	773	71	209	21	55	0	304	595	40	29	639	204
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	875	526	612	29	83	103	363	1654	111	37	1439	1044
Arrive On Green	0.08	0.09	0.09	0.02	0.04	0.00	0.10	0.49	0.49	0.02	0.41	0.41
Sat Flow, veh/h	3456	1870	1585	1781	1870	1585	3456	3379	227	1781	3554	1585
Grp Volume(v), veh/h	773	71	209	21	55	0	304	312	323	29	639	204
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1585	1728	1777	1830	1781	1777	1585
Q Serve(g_s), s	29.9	4.7	14.4	1.6	3.9	0.0	11.7	14.7	14.8	2.2	17.6	6.8
Cycle Q Clear(g_c), s	29.9	4.7	14.4	1.6	3.9	0.0	11.7	14.7	14.8	2.2	17.6	6.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.12	1.00		1.00
Lane Grp Cap(c), veh/h	875	526	612	29	83	103	363	869	895	37	1439	1044
V/C Ratio(X)	0.88	0.13	0.34	0.73	0.67	0.00	0.84	0.36	0.36	0.79	0.44	0.20
Avail Cap(c_a), veh/h	1075	651	718	66	139	150	486	869	895	79	1439	1044
HCM Platoon Ratio	0.33	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.64	0.64	0.64	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	59.9	46.1	37.7	66.1	63.5	0.0	59.3	21.4	21.4	65.8	29.1	9.0
Incr Delay (d2), s/veh	5.1	0.1	0.2	29.4	8.9	0.0	9.4	1.2	1.1	30.3	1.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	19.6	4.1	9.4	1.7	3.7	0.0	9.5	10.6	10.9	2.4	12.3	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	64.9	46.2	37.9	95.5	72.4	0.0	68.7	22.5	22.5	96.1	30.1	9.5
LnGrp LOS	E	D	D	F	E	A	E	C	C	F	C	A
Approach Vol, veh/h		1053			76			939			872	
Approach Delay, s/veh		58.3			78.8			37.5			27.5	
Approach LOS		E			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	20.2	60.7	41.2	13.0	8.8	72.1	9.2	45.0
Change Period (Y+Rc), s	6.0	6.0	7.0	7.0	6.0	6.0	7.0	7.0
Max Green Setting (Gmax), s	19.0	38.0	42.0	10.0	6.0	51.0	5.0	47.0
Max Q Clear Time (g_c+I1), s	13.7	19.6	31.9	5.9	4.2	16.8	3.6	16.4
Green Ext Time (p_c), s	0.5	4.9	2.3	0.1	0.0	4.3	0.0	1.1

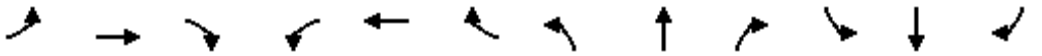
Intersection Summary	
HCM 6th Ctrl Delay	43.0
HCM 6th LOS	D

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	569	96	438	32	65	59	438	737	10	60	796	574
Future Volume (vph)	569	96	438	32	65	59	438	737	10	60	796	574
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.97	1.00	1.00	1.00	1.00	1.00	0.97	0.95	0.95	1.00	0.95	1.00
Frt			0.850			0.850		0.998				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	1863	1583	1770	1863	1583	3433	3532	0	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	1863	1583	1770	1863	1583	3433	3532	0	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73			167		1				135
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		936			579			652			545	
Travel Time (s)		21.3			13.2			14.8			12.4	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	599	101	461	34	68	62	461	776	11	63	838	604
Shared Lane Traffic (%)												
Lane Group Flow (vph)	599	101	461	34	68	62	461	787	0	63	838	604
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2		1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100		20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0		0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	Prot	NA		Prot	NA	pm+ov
Protected Phases	3	8	1	7	4	5	1	6		5	2	3
Permitted Phases			8			4						2
Detector Phase	3	8	1	7	4	5	1	6		5	2	3
Switch Phase												
Minimum Initial (s)	4.0	5.0	4.0	4.0	5.0	4.0	4.0	10.0		4.0	10.0	4.0

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Minimum Split (s)	11.0	12.0	10.0	11.0	12.0	10.0	10.0	16.0		10.0	16.0	11.0
Total Split (s)	40.0	45.0	35.0	13.0	18.0	17.0	35.0	75.0		17.0	57.0	40.0
Total Split (%)	26.7%	30.0%	23.3%	8.7%	12.0%	11.3%	23.3%	50.0%		11.3%	38.0%	26.7%
Maximum Green (s)	33.0	38.0	29.0	6.0	11.0	11.0	29.0	69.0		11.0	51.0	33.0
Yellow Time (s)	4.5	4.5	4.0	4.5	4.5	4.0	4.0	4.0		4.0	4.0	4.5
All-Red Time (s)	2.5	2.5	2.0	2.5	2.5	2.0	2.0	2.0		2.0	2.0	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	7.0	7.0	6.0	7.0	7.0	6.0	6.0	6.0		6.0	6.0	7.0
Lead/Lag	Lead	Lag	Lead	Lead	Lag	Lead	Lead	Lag		Lead	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	3.0
Recall Mode	None	None	None	None	None	None	None	C-Max		None	C-Max	None
Act Effct Green (s)	30.9	34.5	67.0	5.9	9.7	23.6	25.5	76.4		9.6	60.6	97.5
Actuated g/C Ratio	0.21	0.23	0.45	0.04	0.06	0.16	0.17	0.51		0.06	0.40	0.65
v/c Ratio	0.85	0.24	0.62	0.49	0.56	0.16	0.79	0.44		0.56	0.59	0.56
Control Delay	53.9	28.6	17.2	94.3	85.7	0.9	69.9	25.8		86.3	39.3	14.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	53.9	28.6	17.2	94.3	85.7	0.9	69.9	25.8		86.3	39.3	14.5
LOS	D	C	B	F	F	A	E	C		F	D	B
Approach Delay		37.1			55.4			42.1			31.3	
Approach LOS		D			E			D			C	

Intersection Summary			
Area Type:	Other		
Cycle Length: 150			
Actuated Cycle Length: 150			
Offset: 35 (23%), Referenced to phase 2:SBT and 6:NBT, Start of Green			
Natural Cycle: 75			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.85			
Intersection Signal Delay: 37.2		Intersection LOS: D	
Intersection Capacity Utilization 73.2%		ICU Level of Service D	
Analysis Period (min) 15			

Splits and Phases: 3: US-1 & Northlake Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	569	96	438	32	65	59	438	737	10	60	796	574
Future Volume (veh/h)	569	96	438	32	65	59	438	737	10	60	796	574
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	599	101	398	34	68	0	461	776	0	63	838	541
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	664	423	598	44	109	164	522	1887	0	80	1510	978
Arrive On Green	0.13	0.15	0.15	0.02	0.06	0.00	0.15	0.53	0.00	0.05	0.43	0.43
Sat Flow, veh/h	3456	1870	1585	1781	1870	1585	3456	3647	0	1781	3554	1585
Grp Volume(v), veh/h	599	101	398	34	68	0	461	776	0	63	838	541
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1585	1728	1777	0	1781	1777	1585
Q Serve(g_s), s	25.6	7.1	30.9	2.8	5.3	0.0	19.6	19.7	0.0	5.3	26.6	29.8
Cycle Q Clear(g_c), s	25.6	7.1	30.9	2.8	5.3	0.0	19.6	19.7	0.0	5.3	26.6	29.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	664	423	598	44	109	164	522	1887	0	80	1510	978
V/C Ratio(X)	0.90	0.24	0.67	0.78	0.62	0.00	0.88	0.41	0.00	0.79	0.55	0.55
Avail Cap(c_a), veh/h	760	474	641	71	137	188	668	1887	0	131	1510	978
HCM Platoon Ratio	0.67	0.67	0.67	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.87	0.87	0.87	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	64.0	52.3	42.5	72.8	69.0	0.0	62.4	21.1	0.0	70.9	32.4	16.7
Incr Delay (d2), s/veh	11.5	0.3	2.1	25.1	5.7	0.0	11.0	0.7	0.0	15.3	1.5	2.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	18.2	6.3	18.6	2.9	4.9	0.0	14.5	13.2	0.0	5.0	17.5	16.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	75.5	52.5	44.5	97.9	74.7	0.0	73.4	21.8	0.0	86.2	33.9	18.9
LnGrp LOS	E	D	D	F	E	A	E	C	A	F	C	B
Approach Vol, veh/h		1098			102			1237			1442	
Approach Delay, s/veh		62.2			82.4			41.0			30.6	
Approach LOS		E			F			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	28.7	69.8	35.8	15.8	12.8	85.7	10.7	40.9
Change Period (Y+Rc), s	6.0	6.0	7.0	7.0	6.0	6.0	7.0	7.0
Max Green Setting (Gmax), s	29.0	51.0	33.0	11.0	11.0	69.0	6.0	38.0
Max Q Clear Time (g_c+I1), s	21.6	31.8	27.6	7.3	7.3	21.7	4.8	32.9
Green Ext Time (p_c), s	1.1	8.1	1.2	0.1	0.0	6.6	0.0	1.0

Intersection Summary	
HCM 6th Ctrl Delay	44.2
HCM 6th LOS	D

CONTROLLER TIME SHEET

DATE TIMING INSTALLED: _____

INTERSECTION:	NORTHLAKE BLVD AND US 1	CONTROLLER TYPE:	NAZTEC
SIGNAL #	17460	SYSTEM #	730

PHASE NUMBER	BOUND	TIMING INTERVAL													
		MIN GREEN	GAP EXT	MAX 1	MAX 2	YEL CLR	RED CLR	WALK	PED CLR	MIN RCL	MAX RCL	PED RCL	PHASE ENABLE	LOCKED CALLS	DETECTOR SETTINGS
1	NBLT	4.0	2.0	30.0	20.0	4.0	2.0	0.0	0.0	0			1	0	OD1:NORMAL
2	SB	20.0	4.0	45.0	35.0	4.0	2.0	5.0	22.0	1			1	1	OD2:NORMAL
3	EBLT	4.0	3.0	35.0	15.0	4.5	2.5	0.0	0.0	0			1	0	OD3:NORMAL
4	WB	6.0	2.0	20.0	10.0	4.5	3.0	0.0	0.0	0			1	0	OD4:NORMAL
5	SBLT	4.0	2.0	15.0	8.0	4.0	2.0	0.0	0.0	0			1	0	OD5:NORMAL
6	NB	20.0	4.0	45.0	35.0	4.0	2.0	5.0	12.0	1			1	1	OD6:NORMAL
7	WBLT	4.0	2.0	15.0	8.0	4.5	2.5	0.0	0.0	0			1	0	OD7:NORMAL
8	EB	6.0	2.0	20.0	15.0	4.5	3.0	5.0	23.0	0			1	0	OD8:NORMAL

PRE-EMPTION TIMING								
	DELAY BEFORE	GREEN BEFORE	PRE-EMPT LOCK	TRACK CLR Φ	TRACK CLR GREEN	DWELL Φ	MIN DWELL	EXIT Φ
R/R								
BRIDGE								
FIRE STN								
BUS								

SPECIAL FUNCTIONS						
	START Φ	DUAL ENTRY	DET SWITCH	OUT OF FLASH	INTO FLASH	
	2,6	2,4,6,8	NO	2,6	4,8	
Notes:	*1.REFER TO THE SYSTEM TIMING.*					
2. UPDATES IN CLEARANCES, CYCLE LENGTH, OFFSETS, SPLITS, AND ALT TABLES.						
3.						
4.						

TIME SHEET PREPARED BY:	CEDRIC T ANDERSON	DATE:	1/3/2022	APPROVED BY:	SUNIL GYAWALI, P.E PTOE	DATE: 1/11/2022

SYSTEM TIMING SHEET

DATE TIMING INSTALLED: _____

INTERSECTION:	NORTHLAKE BLVD AND US 1			CONTROLLER TYPE:	NAZTEC
SYSTEM:		SIGNAL #	17460	SYSTEM #	730

TOD SCHEDULER											
WEEKDAY				WEEKEND							
				SATURDAY				SUNDAY			
TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN
0:00	21	6:30	2	0:00	21	8:00	4	0:00	21	8:00	4
9:00	4	11:30	1	10:00	5	15:00	4	10:00	5	15:00	4
13:30	3	18:00	4	21:00	21			21:00	21		
22:00	21										

TIMING PLANS													
PATTERN		1		2		3		4		5		6	
CYCLE LENGTH (SEC)		120		135		150		100		120			
OFFSET (SEC)		30		116		140		0		25			
COORDINATED PHASE		6		2		2		6		6			
SEQUENCE		2		3		1		2		2			
ALT TIMING PLAN		1		2		3		4		5			
		SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE
FORCE-OFF 1 (SEC)	NBLT	29	NON	26	MAX	38	NON	19	NON	29	NON		NON
FORCE-OFF 2 (SEC)	SB	35	MAX	43	MAX	46	MAX	32	MAX	35	MAX		MAX
FORCE-OFF 3 (SEC)	EBLT	33	NON	46	NON	43	NON	32	NON	33	NON		NON
FORCE-OFF 4 (SEC)	WB	23	NON	20	NON	23	NON	17	NON	23	NON		NON
FORCE-OFF 5 (SEC)	SBLT	15	MAX	22	NON	20	NON	15	MAX	15	NON		NON
FORCE-OFF 6 (SEC)	NB	49	MAX	47	MAX	64	MAX	36	MAX	49	MAX		MAX
FORCE-OFF 7 (SEC)	WBLT	17	NON	20	NON	20	NON	13	NON	17	NON		NON
FORCE-OFF 8 (SEC)	EB	39	NON	46	NON	46	NON	36	NON	39	NON		NON

Special Features:

1)

2)

3)

TIME SHEET CREATED	CEDRIC T ANDERSON	DATE:	1/3/2022
APPROVED BY:	SUNIL GYAWALI, P.E PTOE	DATE:	1/11/2022

[1.1.6.1] ALTERNATE TIMING SHEET

INTERSECTION:	NORTHLAKE BLVD AND US 1	SIGNAL #	17460	SYSTEM #	730

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 1									
1	4.0	2.0	26.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	32.0		4.0	2.0	5.0	22.0	2	
3	4.0	3.0	30.0		4.5	2.5	0.0	0.0	3	
4	6.0	2.0	20.0		4.5	3.0	0.0	0.0	4	
5	4.0	2.0	12.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	46.0		4.0	2.0	5.0	12.0	6	
7	4.0	2.0	14.0		4.5	2.5	0.0	0.0	7	
8	6.0	2.0	20.0		4.5	3.0	5.0	23.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 2									
1	4.0	2.0	23.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	40.0		4.0	2.0	5.0	22.0	2	
3	4.0	3.0	43.0		4.5	2.5	0.0	0.0	3	
4	6.0	2.0	17.0		4.5	3.0	0.0	0.0	4	
5	4.0	2.0	19.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	44.0		4.0	2.0	5.0	12.0	6	
7	4.0	2.0	17.0		4.5	2.5	0.0	0.0	7	
8	6.0	2.0	20.0		4.5	3.0	5.0	23.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 3									
1	4.0	2.0	35.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	43.0		4.0	2.0	5.0	22.0	2	
3	4.0	3.0	40.0		4.5	2.5	0.0	0.0	3	
4	6.0	2.0	20.0		4.5	3.0	0.0	0.0	4	
5	4.0	2.0	17.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	61.0		4.0	2.0	5.0	12.0	6	
7	4.0	2.0	17.0		4.5	2.5	0.0	0.0	7	
8	6.0	2.0	20.0		4.5	3.0	5.0	23.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 4									
1	4.0	2.0	16.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	29.0		4.0	2.0	5.0	22.0	2	
3	4.0	3.0	29.0		4.5	2.5	0.0	0.0	3	
4	6.0	2.0	17.0		4.5	3.0	0.0	0.0	4	
5	4.0	2.0	12.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	33.0		4.0	2.0	5.0	12.0	6	
7	4.0	2.0	10.0		4.5	2.5	0.0	0.0	7	
8	6.0	2.0	17.0		4.5	3.0	5.0	23.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 5									
1	4.0	2.0	26.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	32.0		4.0	2.0	5.0	22.0	2	
3	4.0	3.0	30.0		4.5	2.5	0.0	0.0	3	
4	6.0	2.0	18.0		4.5	3.0	0.0	0.0	4	
5	4.0	2.0	12.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	46.0		4.0	2.0	5.0	12.0	6	
7	4.0	2.0	14.0		4.5	2.5	0.0	0.0	7	
8	6.0	2.0	18.0		4.5	3.0	5.0	23.0	8	

ALT TIMING PLAN ASSIGNMENTS	
ALT TIMING PLAN 1	PATTERN 1
ALT TIMING PLAN 2	PATTERN 2
ALT TIMING PLAN 3	PATTERN 3
ALT TIMING PLAN 4	PATTERN 4
ALT TIMING PLAN 5	PATTERN 5

NOTES;	

TIME SHEET CREATED BY:	CEDRIC T ANDERSON	DATE	1/3/2022
APPROVED BY:	SUNIL GYAWALI, P.E PTOE	DATE	1/11/2022

CMA INTERSECTION ANALYSIS
VILLAGE PLACE
PALMETTO DRIVE AND US 1

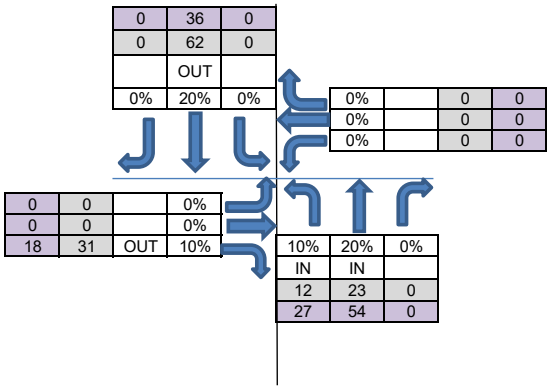
09/19/22
Revised 08/01/23
Revised 08/21/23
Revised 09/13/23

TRIPS	IN	OUT
AM	117	308
PM	269	182

INPUT DATA

Comments:

Area Wide Growth Rate = 1.00% Peak Season = 1.07 Current Year = 2021 Buildout Year = 2033



AM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2021)	21	758	15	51	934	46	56	7	27	47	4	40	
Peak Season Adjustment	1	53	1	4	65	3	4	0	2	3	0	3	
Background Traffic Growth	3	103	2	7	127	6	8	1	4	6	1	5	272
1.0% Background Growth	3	103	2	7	127	6	8	1	4	6	1	5	373
Major Projects Traffic*	0	48	0	0	53	0	0	0	0	0	0	0	
1% BGR + Major Projects	3	151	2	7	180	6	8	1	4	6	1	5	
Project Traffic	12	23	0	0	62	0	0	0	31	0	0	0	
Total	**37**	**985**	**18**	**61**	**1241**	**55**	**68**	**8**	**64**	**57**	**5**	**48**	
Approach Total		**1,040**			**1,358**			**140**			**110**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	2	<	1	2	1	1	1	<	1	1	<
Per Lane Volume	37	502		61	621	55	68	72		57	53	
Right on Red			10			60			10			10
Overlaps Left			57			68			37			61
Adj. Per Lane Volume	37	492		61	621	0	68	62		57	43	
Through/Right Volume		492			621			62			43	
Opposing Left Turns		61			37			57			68	
Critical Volume for Approach		553			658			119			111	
Critical Volume for Direction		658						119				
Intersection Critical Volume	**777**											
STATUS?	**UNDER**											

PM Peak Hour

INTERSECTION VOLUME DEVELOPMENT

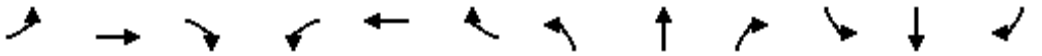
	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume (2022)	34	890	57	75	821	53	46	17	51	22	10	64	
Peak Season Adjustment	2	62	4	5	57	4	3	1	4	2	1	4	
Background Traffic Growth	5	121	8	10	111	7	6	2	7	3	1	9	290
1.0% Background Growth	5	121	8	10	111	7	6	2	7	3	1	9	577
Major Projects Traffic*	0	143	0	0	144	0	0	0	0	0	0	0	
1% BGR + Major Projects	5	264	8	10	255	7	6	2	7	3	1	9	
Project Traffic	27	54	0	0	36	0	0	0	18	0	0	0	
Total	**68**	**1270**	**69**	**90**	**1170**	**64**	**55**	**20**	**79**	**27**	**12**	**77**	
Approach Total		**1,407**			**1,324**			**155**			**116**		

CRITICAL VOLUME ANALYSIS

No. of Lanes	1	2	<	1	2	1	1	1	<	1	1	<
Per Lane Volume	68	669		90	585	64	55	100		27	89	
Right on Red			10			60			10			10
Overlaps Left			27			55			68			90
Adj. Per Lane Volume	68	659		90	585	0	55	90		27	79	
Through/Right Volume		659			585			90			79	
Opposing Left Turns		90			68			27			55	
Critical Volume for Approach		750			653			117			135	
Critical Volume for Direction		750						135				
Intersection Critical Volume	**885**											
STATUS?	**UNDER**											

* Major Projects based on TPS link report for US 1 between Northlake Boulevard and Park Avenue (Station 2800).

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
64021	Palmetto Park Rd	Lyons Rd	10/18/2021	5:00 PM	1	175	565	365	0	243	842	150	1	141	935	233	34	475	1190	319	5669
64021	Palmetto Park Rd	Lyons Rd	1/22/2020	7:45 AM	1	252	869	917	1	313	585	52	0	175	1672	201	8	223	726	97	6092
64021	Palmetto Park Rd	Lyons Rd	1/22/2020	12:15 PM	1	177	366	271	1	278	811	107	1	164	816	162	20	365	810	102	4452
64021	Palmetto Park Rd	Lyons Rd	1/22/2020	5:00 PM	2	343	815	436	1	287	1627	92	0	222	893	331	39	625	1415	197	7325
64048	Palmetto Park Rd	Palmetto Cir N/Boca D	5/24/2021	7:30 AM	0	260	146	115	0	123	76	293	0	192	2341	167	0	16	752	98	4579
64048	Palmetto Park Rd	Palmetto Cir N/Boca D	5/24/2021	12:15 PM	0	188	63	90	0	89	36	112	1	99	1330	121	9	20	1033	45	3236
64048	Palmetto Park Rd	Palmetto Cir N/Boca D	5/24/2021	4:45 PM	0	228	76	69	0	103	60	224	1	110	1459	194	8	23	1632	93	4280
63990	Palmetto Park Rd	Ponderosa Dr	5/23/2022	7:45 AM	0	44	69	55	0	284	116	31	6	43	556	51	2	20	336	204	1817
63990	Palmetto Park Rd	Ponderosa Dr	5/23/2022	1:30 PM	0	36	52	30	0	223	46	16	5	46	412	22	0	28	425	225	1566
63990	Palmetto Park Rd	Ponderosa Dr	5/23/2022	5:00 PM	0	59	88	36	0	274	368	28	4	42	475	126	0	54	421	246	2221
64050	Palmetto Park Rd	Powerline Rd	12/21/2021	7:45 AM	15	325	720	273	6	107	541	80	13	225	1649	239	2	180	746	100	5221
64050	Palmetto Park Rd	Powerline Rd	12/21/2021	12:00 PM	13	378	651	297	24	171	734	148	26	294	1194	261	0	356	924	119	5590
64050	Palmetto Park Rd	Powerline Rd	12/21/2021	4:45 PM	19	402	738	285	16	175	773	167	37	278	1177	319	1	453	1428	122	6390
64050	Palmetto Park Rd	Powerline Rd	1/21/2020	7:30 AM	5	238	873	131	14	176	881	107	6	285	1713	217	2	398	796	78	5920
64050	Palmetto Park Rd	Powerline Rd	1/21/2020	12:00 PM	14	277	501	133	16	207	849	181	19	216	1091	155	3	463	1262	142	5529
64050	Palmetto Park Rd	Powerline Rd	1/21/2020	5:00 PM	11	565	946	166	13	189	924	168	30	293	1236	162	1	584	1915	189	7392
64000	Palmetto Park Rd	SR 7	1/26/2022	7:45 AM	33	165	1961	325	6	332	1399	192	0	405	635	208	16	321	435	367	6800
64000	Palmetto Park Rd	SR 7	1/26/2022	12:00 PM	32	169	1328	306	24	308	1057	157	6	245	282	173	42	332	336	349	5146
64000	Palmetto Park Rd	SR 7	1/26/2022	4:45 PM	20	251	1715	340	26	445	1611	258	1	304	483	162	38	347	669	442	7112
64000	Palmetto Park Rd	SR 7	1/23/2020	7:45 AM	28	148	1748	434	1	489	1482	154	0	360	939	237	16	317	369	472	7194
64000	Palmetto Park Rd	SR 7	1/23/2020	12:00 PM	46	207	1214	286	32	419	1218	191	4	201	338	177	52	324	292	381	5382
64000	Palmetto Park Rd	SR 7	1/23/2020	5:00 PM	53	308	1485	220	16	385	1807	233	5	230	445	178	46	461	578	331	6781
64052	Palmetto Park Rd	Toledo Rd	5/12/2021	7:30 AM	0	0	0	0	0	318	0	70	0	47	2198	0	1	1	1064	160	3859
64052	Palmetto Park Rd	Toledo Rd	5/12/2021	12:00 PM	0	0	0	0	0	132	0	64	1	33	1196	0	2	0	1361	125	2914
64052	Palmetto Park Rd	Toledo Rd	5/12/2021	5:00 PM	0	0	0	0	0	199	0	83	0	86	1700	0	0	0	2446	340	4854
64046	Palmetto Park Rd N Ram	Boca Rio Rd	5/4/2022	7:30 AM	0	112	553	0	0	0	523	39	0	129	0	74	0	0	0	0	1430
64046	Palmetto Park Rd N Ram	Boca Rio Rd	5/4/2022	12:15 PM	0	35	330	0	0	0	419	42	0	134	0	59	0	0	0	0	1019
64046	Palmetto Park Rd N Ram	Boca Rio Rd	5/4/2022	5:00 PM	0	57	523	0	0	0	711	70	0	221	0	261	0	0	0	0	1843
17950	Palmetto Rd/Lakeshore D	US-1	8/25/2021	7:30 AM	0	21	758	15	11	40	934	46	0	56	7	27	0	47	4	40	2006
17950	Palmetto Rd/Lakeshore D	US-1	8/25/2021	12:30 PM	0	19	698	38	39	27	787	63	0	39	6	49	1	38	7	43	1854
17950	Palmetto Rd/Lakeshore D	US-1	8/25/2021	4:45 PM	0	34	890	57	39	36	821	53	0	46	17	51	0	22	10	64	2140
35000	Palomino Dr	SR 7	1/26/2023	7:30 AM	16	61	2450	62	24	92	2960	53	0	38	1	7	0	125	6	68	5963
35000	Palomino Dr	SR 7	1/26/2023	12:30 PM	6	65	2046	31	16	54	1803	43	0	130	3	57	0	24	3	24	4305
35000	Palomino Dr	SR 7	1/26/2023	5:00 PM	10	32	3077	81	18	70	3254	35	0	189	9	55	0	62	3	53	6948
35000	Palomino Dr	SR 7	3/30/2021	7:30 AM	3	40	1699	32	33	18	2204	70	0	45	0	6	0	108	2	77	4337
35000	Palomino Dr	SR 7	3/30/2021	12:30 PM	4	44	1950	11	32	40	1815	109	1	114	2	30	0	30	13	25	4220

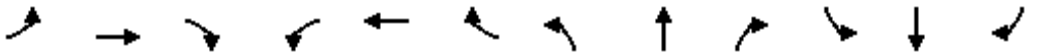


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	68	8	64	57	5	48	37	985	18	61	1241	55
Future Volume (vph)	68	8	64	57	5	48	37	985	18	61	1241	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	1.00
Frt		0.866			0.863			0.997				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1613	0	1770	1608	0	1770	3529	0	1770	3539	1583
Flt Permitted	0.720			0.708			0.178			0.242		
Satd. Flow (perm)	1341	1613	0	1319	1608	0	332	3529	0	451	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		67			51			3				109
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		454			241			809			707	
Travel Time (s)		10.3			5.5			18.4			16.1	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	72	8	67	60	5	51	39	1037	19	64	1306	58
Shared Lane Traffic (%)												
Lane Group Flow (vph)	72	75	0	60	56	0	39	1056	0	64	1306	58
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2		1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100		20	100	20
Trailing Detector (ft)	0	0		0	0		0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases		8			4		1	6		5	2	
Permitted Phases	8			4			6			2		2
Detector Phase	8	8		4	4		1	6		5	2	2
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	20.0		4.0	20.0	20.0

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Minimum Split (s)	12.0	12.0		12.0	12.0		9.0	25.0		9.0	25.0	25.0
Total Split (s)	26.0	26.0		26.0	26.0		20.0	90.0		14.0	84.0	84.0
Total Split (%)	20.0%	20.0%		20.0%	20.0%		15.4%	69.2%		10.8%	64.6%	64.6%
Maximum Green (s)	20.0	20.0		20.0	20.0		15.0	85.0		9.0	79.0	79.0
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0		2.0	2.0		1.0	1.0		1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		5.0	5.0		5.0	5.0	5.0
Lead/Lag							Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Recall Mode	None	None		None	None		None	C-Max		None	C-Max	C-Max
Act Effct Green (s)	12.3	12.3		12.3	12.3		102.3	97.4		103.1	97.7	97.7
Actuated g/C Ratio	0.09	0.09		0.09	0.09		0.79	0.75		0.79	0.75	0.75
v/c Ratio	0.57	0.35		0.48	0.28		0.12	0.40		0.15	0.49	0.05
Control Delay	72.6	19.1		67.5	19.2		3.6	7.2		3.5	8.0	0.1
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	72.6	19.1		67.5	19.2		3.6	7.2		3.5	8.0	0.1
LOS	E	B		E	B		A	A		A	A	A
Approach Delay		45.3			44.2			7.0			7.5	
Approach LOS		D			D			A			A	

Intersection Summary			
Area Type:	Other		
Cycle Length: 130			
Actuated Cycle Length: 130			
Offset: 20 (15%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green			
Natural Cycle: 50			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.57			
Intersection Signal Delay: 10.8		Intersection LOS: B	
Intersection Capacity Utilization 61.4%		ICU Level of Service B	
Analysis Period (min) 15			

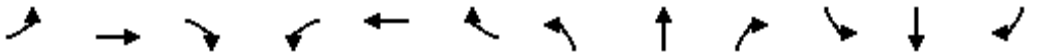
Splits and Phases: 12: US-1 & Palmetto Dr



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	68	8	64	57	5	48	37	985	18	61	1241	55
Future Volume (veh/h)	68	8	64	57	5	48	37	985	18	61	1241	55
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	8	56	60	5	40	39	1037	8	64	1306	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	154	20	139	137	18	141	355	2715	21	456	2685	1198
Arrive On Green	0.10	0.10	0.10	0.10	0.10	0.10	0.02	0.75	0.75	0.03	0.76	0.00
Sat Flow, veh/h	1361	202	1414	1338	179	1433	1781	3614	28	1781	3554	1585
Grp Volume(v), veh/h	72	0	64	60	0	45	39	510	535	64	1306	0
Grp Sat Flow(s),veh/h/ln	1361	0	1616	1338	0	1612	1781	1777	1865	1781	1777	1585
Q Serve(g_s), s	6.7	0.0	4.8	5.7	0.0	3.4	0.7	13.0	13.0	1.1	18.5	0.0
Cycle Q Clear(g_c), s	10.1	0.0	4.8	10.6	0.0	3.4	0.7	13.0	13.0	1.1	18.5	0.0
Prop In Lane	1.00		0.88	1.00		0.89	1.00		0.01	1.00		1.00
Lane Grp Cap(c), veh/h	154	0	158	137	0	158	355	1335	1401	456	2685	1198
V/C Ratio(X)	0.47	0.00	0.40	0.44	0.00	0.28	0.11	0.38	0.38	0.14	0.49	0.00
Avail Cap(c_a), veh/h	230	0	249	211	0	248	520	1335	1401	530	2685	1198
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	59.1	0.0	55.1	60.0	0.0	54.4	4.7	5.6	5.6	4.0	6.1	0.0
Incr Delay (d2), s/veh	2.2	0.0	1.7	2.2	0.0	1.0	0.1	0.8	0.8	0.1	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	4.4	0.0	3.7	3.7	0.0	2.5	0.4	8.2	8.5	0.6	10.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	61.3	0.0	56.7	62.2	0.0	55.4	4.9	6.5	6.4	4.2	6.8	0.0
LnGrp LOS	E	A	E	E	A	E	A	A	A	A	A	A
Approach Vol, veh/h		136			105			1084			1370	
Approach Delay, s/veh		59.1			59.3			6.4			6.6	
Approach LOS		E			E			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.0	103.2		18.7	8.6	102.7		18.7				
Change Period (Y+Rc), s	5.0	5.0		6.0	5.0	5.0		6.0				
Max Green Setting (Gmax), s	15.0	79.0		20.0	9.0	85.0		20.0				
Max Q Clear Time (g_c+I1), s	2.7	20.5		12.6	3.1	15.0		12.1				
Green Ext Time (p_c), s	0.0	14.7		0.2	0.0	9.0		0.3				

Intersection Summary			
HCM 6th Ctrl Delay		11.2	
HCM 6th LOS		B	

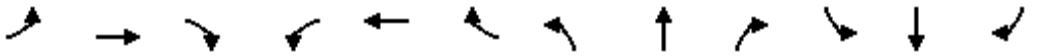


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	55	20	79	27	12	77	68	1270	69	90	1170	64
Future Volume (vph)	55	20	79	27	12	77	68	1270	69	90	1170	64
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	1.00
Frt		0.880			0.871			0.992				0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1639	0	1770	1622	0	1770	3511	0	1770	3539	1583
Flt Permitted	0.634			0.582			0.201			0.153		
Satd. Flow (perm)	1181	1639	0	1084	1622	0	374	3511	0	285	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		83			81			8				67
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		454			241			809			707	
Travel Time (s)		10.3			5.5			18.4			16.1	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	58	21	83	28	13	81	72	1337	73	95	1232	67
Shared Lane Traffic (%)												
Lane Group Flow (vph)	58	104	0	28	94	0	72	1410	0	95	1232	67
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2		1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100		20	100	20
Trailing Detector (ft)	0	0		0	0		0	0		0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6		20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases		8			4		1	6		5	2	
Permitted Phases	8			4			6			2		2
Detector Phase	8	8		4	4		1	6		5	2	2
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	20.0		4.0	20.0	20.0

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Minimum Split (s)	12.0	12.0		12.0	12.0		9.0	25.0		9.0	25.0	25.0
Total Split (s)	24.0	24.0		24.0	24.0		18.0	98.0		18.0	98.0	98.0
Total Split (%)	17.1%	17.1%		17.1%	17.1%		12.9%	70.0%		12.9%	70.0%	70.0%
Maximum Green (s)	18.0	18.0		18.0	18.0		13.0	93.0		13.0	93.0	93.0
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	2.0	2.0		2.0	2.0		1.0	1.0		1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		5.0	5.0		5.0	5.0	5.0
Lead/Lag							Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Recall Mode	None	None		None	None		None	C-Max		None	C-Max	C-Max
Act Effct Green (s)	11.9	11.9		11.9	11.9		111.8	105.3		113.5	107.8	107.8
Actuated g/C Ratio	0.08	0.08		0.08	0.08		0.80	0.75		0.81	0.77	0.77
v/c Ratio	0.59	0.49		0.31	0.45		0.20	0.53		0.31	0.45	0.05
Control Delay	83.3	25.0		67.0	22.2		3.7	8.5		5.2	7.1	1.4
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	83.3	25.0		67.0	22.2		3.7	8.5		5.2	7.1	1.4
LOS	F	C		E	C		A	A		A	A	A
Approach Delay		45.8			32.5			8.3			6.7	
Approach LOS		D			C			A			A	

Intersection Summary			
Area Type:	Other		
Cycle Length: 140			
Actuated Cycle Length: 140			
Offset: 28 (20%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.59			
Intersection Signal Delay: 10.5		Intersection LOS: B	
Intersection Capacity Utilization 65.3%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 12: US-1 & Palmetto Dr



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	55	20	79	27	12	77	68	1270	69	90	1170	64
Future Volume (veh/h)	55	20	79	27	12	77	68	1270	69	90	1170	64
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	21	72	28	13	70	72	1337	62	95	1232	4
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	129	40	136	121	27	147	379	2597	120	330	2672	1192
Arrive On Green	0.11	0.11	0.11	0.11	0.11	0.11	0.03	0.75	0.75	0.03	0.75	0.75
Sat Flow, veh/h	1315	371	1271	1303	254	1370	1781	3458	160	1781	3554	1585
Grp Volume(v), veh/h	58	0	93	28	0	83	72	686	713	95	1232	4
Grp Sat Flow(s),veh/h/ln	1315	0	1642	1303	0	1624	1781	1777	1842	1781	1777	1585
Q Serve(g_s), s	6.1	0.0	7.5	2.9	0.0	6.7	1.3	21.9	22.0	1.7	18.4	0.1
Cycle Q Clear(g_c), s	12.8	0.0	7.5	10.4	0.0	6.7	1.3	21.9	22.0	1.7	18.4	0.1
Prop In Lane	1.00		0.77	1.00		0.84	1.00		0.09	1.00		1.00
Lane Grp Cap(c), veh/h	129	0	176	121	0	174	379	1334	1383	330	2672	1192
V/C Ratio(X)	0.45	0.00	0.53	0.23	0.00	0.48	0.19	0.51	0.52	0.29	0.46	0.00
Avail Cap(c_a), veh/h	157	0	211	149	0	209	496	1334	1383	446	2672	1192
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	64.9	0.0	59.2	64.1	0.0	58.8	5.0	7.1	7.1	5.9	6.6	4.3
Incr Delay (d2), s/veh	2.4	0.0	2.5	1.0	0.0	2.0	0.2	1.4	1.4	0.5	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	3.8	0.0	5.9	1.8	0.0	5.2	0.8	12.8	13.2	1.1	10.8	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	67.3	0.0	61.6	65.1	0.0	60.9	5.3	8.5	8.5	6.4	7.2	4.3
LnGrp LOS	E	A	E	E	A	E	A	A	A	A	A	A
Approach Vol, veh/h		151			111			1471			1331	
Approach Delay, s/veh		63.8			61.9			8.3			7.1	
Approach LOS		E			E			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.8	110.3		21.0	8.9	110.1		21.0				
Change Period (Y+Rc), s	5.0	5.0		6.0	5.0	5.0		6.0				
Max Green Setting (Gmax), s	13.0	93.0		18.0	13.0	93.0		18.0				
Max Q Clear Time (g_c+I1), s	3.3	20.4		12.4	3.7	24.0		14.8				
Green Ext Time (p_c), s	0.1	13.6		0.2	0.1	15.3		0.2				

Intersection Summary			
HCM 6th Ctrl Delay		12.5	
HCM 6th LOS		B	

CONTROLLER TIME SHEET

DATE TIMING INSTALLED: _____

INTERSECTION:	PALMETTO RD AND US 1	CONTROLLER TYPE:	NAZTEC
SIGNAL #	17950	SYSTEM #	745

PHASE NUMBER	BOUND	TIMING INTERVAL													
		MIN GREEN	GAP EXT	MAX 1	MAX 2	YEL CLR	RED CLR	WALK	PED CLR	MIN RCL	MAX RCL	PED RCL	PHASE ENABLE	LOCKED CALLS	DETECTOR SETTINGS
1	NBLT	4.0	2.0	15.0	8.0	4.0	2.0	0.0	0.0	0			1	0	L1:NORMAL
2	SB	20.0	4.0	45.0	35.0	4.0	2.0	10.0	20.0	1			1	1	ADV:NORMAL
3															
4	WB	6.0	2.0	35.0	10.0	4.0	2.0	0.0	0.0	0			1	0	L4:NORMAL
5	SBLT	4.0	2.0	25.0	8.0	4.0	2.0	0.0	0.0	0			1	0	L5:NORMAL
6	NB	20.0	4.0	45.0	35.0	4.0	2.0	10.0	21.0	1			1	1	ADV:NORMAL
7															
8	EB	6.0	2.0	35.0	10.0	4.0	2.0	10.0	18.0	0			1	0	L8:NORMAL

PRE-EMPTION TIMING								
	DELAY BEFORE	GREEN BEFORE	PRE-EMPT LOCK	TRACK CLR Φ	TRACK CLR GREEN	DWELL Φ	MIN DWELL	EXIT Φ
R/R								
BRIDGE								
FIRE STN								
BUS								

SPECIAL FUNCTIONS						
	START Φ	DUAL ENTRY	DET SWITCH	OUT OF FLASH	INTO FLASH	
	2,6	2,4,6,8	1,5	2,6	4,8	
Notes:	*1. REFER TO SYSTEM TIME SHEET*					
2. UPDATED TIME SHEET INCLUDING UPDATES IN CYCLE LENGTH, OFFSETS, SCHEDULER, SPLITS AND ALT TABLES						
3.						
4.						

TIMING PREPARED BY:	CEDRIC T ANDERSON	DATE:	1/3/2022	APPROVED BY:	SUNIL GYAWALI, P.E, PTOE	DATE:	1/12/2022

SYSTEM TIMING SHEET

DATE TIMING INSTALLED: _____

INTERSECTION:	PALMETTO RD AND US 1			CONTROLLER TYPE:	NAZTEC
SYSTEM:	US 1	SIGNAL #	17950	SYSTEM #	745

TOD SCHEDULER											
WEEKDAY				WEEKEND							
				SATURDAY				SUNDAY			
TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN
0:00	21	6:30	2	0:00	21	8:00	4	0:00	21	8:00	4
9:00	4	11:30	1	10:00	5	15:00	4	10:00	5	15:00	4
13:30	3	18:00	4	21:00	21			21:00	21		
22:00	21										

TIMING PLANS													
PATTERN		1		2		3		4		5		6	
CYCLE LENGTH (SEC)		120		135		150		100		120			
OFFSET (SEC)		101		46		4		68		101			
COORDINATED PHASE		2		2		2		2		2			
SEQUENCE		1		1		1		1		1			
ALT TIMING PLAN		1		2		3		4		5			
		SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE	SPLIT	MODE
FORCE-OFF 1 (SEC)	NBLT	21	NON	18	NON	24	NON	17	NON	21	NON		NON
FORCE-OFF 2 (SEC)	SB	59	MAX	78	MAX	86	MAX	43	MAX	59	MAX		MAX
FORCE-OFF 3 (SEC)			NON		NON		NON		NON		NON		NON
FORCE-OFF 4 (SEC)	WB	40	NON	39	NON	40	NON	40	NON	40	NON		NON
FORCE-OFF 5 (SEC)	SBLT	26	NON	18	NON	27	NON	19	NON	26	NON		NON
FORCE-OFF 6 (SEC)	NB	54	MAX	78	MAX	83	MAX	41	MAX	54	MAX		MAX
FORCE-OFF 7 (SEC)			NON		NON		NON		NON		NON		NON
FORCE-OFF 8 (SEC)	EB	40	NON	39	NON	40	NON	40	NON	40	NON		NON

Special Features:

1)

2)

3)

TIMING PREPARED BY:	CEDRIC T ANDERSON	DATE:	1/3/2022
APPROVED BY:	SUNIL GYAWALI, P.E, PTOE	DATE:	1/12/2022

[1.1.6.1] ALTERNATE TIMING SHEET

INTERSECTION:	PALMETTO RD AND US 1										SIGNAL #	17950								SYSTEM #	745
	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 1											ALT TIMING PLAN 2									
1	4.0	2.0	18.0		4.0	2.0	0.0	0.0	1		1	4.0	2.0	15.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	56.0		4.0	2.0	10.0	20.0	2		2	20.0	4.0	75.0		4.0	2.0	10.0	20.0	2	
3											3										
4	6.0	2.0	20.0		4.0	2.0	0.0	0.0	4		4	6.0	2.0	25.0		4.0	2.0	0.0	0.0	4	
5	4.0	2.0	23.0		4.0	2.0	0.0	0.0	5		5	4.0	2.0	25.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	51.0		4.0	2.0	10.0	21.0	6		6	20.0	4.0	45.0		4.0	2.0	10.0	21.0	6	
7											7										
8	6.0	2.0	20.0		4.0	2.0	10.0	18.0	8		8	6.0	2.0	25.0		4.0	2.0	10.0	18.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 3											ALT TIMING PLAN 4									
1	4.0	2.0	21.0		4.0	2.0	0.0	0.0	1		1	4.0	2.0	14.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	83.0		4.0	2.0	10.0	20.0	2		2	20.0	4.0	40.0		4.0	2.0	10.0	20.0	2	
3											3										
4	6.0	2.0	25.0		4.0	2.0	0.0	0.0	4		4	6.0	2.0	17.0		4.0	2.0	0.0	0.0	4	
5	4.0	2.0	24.0		4.0	2.0	0.0	0.0	5		5	4.0	2.0	16.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	80.0		4.0	2.0	10.0	21.0	6		6	20.0	4.0	38.0		4.0	2.0	10.0	21.0	6	
7											7										
8	6.0	2.0	25.0		4.0	2.0	10.0	18.0	8		8	6.0	2.0	17.0		4.0	2.0	10.0	16.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
	ALT TIMING PLAN 5									
1	4.0	2.0	18.0		4.0	2.0	0.0	0.0	1	
2	20.0	4.0	56.0		4.0	2.0	10.0	20.0	2	
3										
4	6.0	2.0	20.0		4.0	2.0	0.0	0.0	4	
5	4.0	2.0	23.0		4.0	2.0	0.0	0.0	5	
6	20.0	4.0	51.0		4.0	2.0	10.0	21.0	6	
7										
8	6.0	2.0	20.0		4.0	2.0	10.0	18.0	8	

ALT TIMING PLAN ASSIGNMENTS	
ALT TIMING PLAN 1	PATTERN 1
ALT TIMING PLAN 2	PATTERN 2
ALT TIMING PLAN 3	PATTERN 3
ALT TIMING PLAN 4	PATTERN 4
ALT TIMING PLAN 5	PATTERN 5

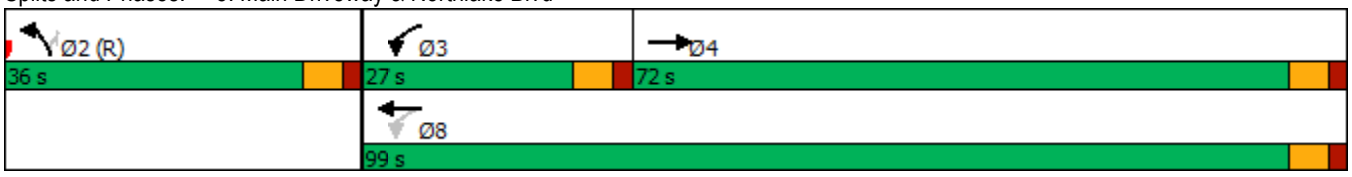
NOTES;			
TIMING PREPARED BY:	CEDRIC T ANDERSON	DATE	
APPROVED BY:	SUNIL GYAWALI, P.E, PTOE	DATE	1/12/2022

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1430	87	25	1159	272	55
Future Volume (vph)	1430	87	25	1159	272	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.91	0.91	1.00	0.91	1.00	1.00
Frt	0.991					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	5040	0	1770	5085	1770	1583
Flt Permitted			0.063		0.950	
Satd. Flow (perm)	5040	0	117	5085	1770	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)	10					58
Link Speed (mph)	30			30	30	
Link Distance (ft)	1216			936	301	
Travel Time (s)	27.6			21.3	6.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	1505	92	26	1220	286	58
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1597	0	26	1220	286	58
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			25	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Number of Detectors	2		1	2	1	1
Detector Template	Thru		Left	Thru	Left	Right
Leading Detector (ft)	100		20	100	20	20
Trailing Detector (ft)	0		0	0	0	0
Detector 1 Position(ft)	0		0	0	0	0
Detector 1 Size(ft)	6		20	6	20	20
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0		0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0		0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0		0.0	0.0	0.0	0.0
Detector 2 Position(ft)	94			94		
Detector 2 Size(ft)	6			6		
Detector 2 Type	Cl+Ex			Cl+Ex		
Detector 2 Channel						
Detector 2 Extend (s)	0.0			0.0		
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	4		3	8	2	
Permitted Phases			8			2
Detector Phase	4		3	8	2	2
Switch Phase						
Minimum Initial (s)	5.0		5.0	5.0	5.0	5.0

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Minimum Split (s)	22.5		11.0	22.5	22.5	22.5
Total Split (s)	72.0		27.0	99.0	36.0	36.0
Total Split (%)	53.3%		20.0%	73.3%	26.7%	26.7%
Maximum Green (s)	66.0		21.0	93.0	30.0	30.0
Yellow Time (s)	4.0		4.0	4.0	4.0	4.0
All-Red Time (s)	2.0		2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0		6.0	6.0	6.0	6.0
Lead/Lag	Lag		Lead			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Recall Mode	None		None	None	C-Max	C-Max
Act Effct Green (s)	58.5		66.3	66.3	56.7	56.7
Actuated g/C Ratio	0.43		0.49	0.49	0.42	0.42
v/c Ratio	0.73		0.19	0.49	0.38	0.08
Control Delay	33.2		16.8	26.3	32.2	8.0
Queue Delay	0.0		0.0	0.0	0.0	0.0
Total Delay	33.2		16.8	26.3	32.2	8.0
LOS	C		B	C	C	A
Approach Delay	33.2			26.1	28.1	
Approach LOS	C			C	C	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 135			
Offset: 0 (0%), Referenced to phase 2:NBL and 6:, Start of Green			
Natural Cycle: 60			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.73			
Intersection Signal Delay: 29.9		Intersection LOS: C	
Intersection Capacity Utilization 54.6%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 8: Main Driveway & Northlake Blvd



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1430	87	25	1159	272	55
Future Volume (veh/h)	1430	87	25	1159	272	55
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1505	81	26	1220	286	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1908	103	132	2309	817	727
Arrive On Green	0.38	0.38	0.02	0.30	0.46	0.00
Sat Flow, veh/h	5128	267	1781	5274	1781	1585
Grp Volume(v), veh/h	1033	553	26	1220	286	0
Grp Sat Flow(s),veh/h/ln	1702	1822	1781	1702	1781	1585
Q Serve(g_s), s	36.2	36.2	1.2	26.8	14.0	0.0
Cycle Q Clear(g_c), s	36.2	36.2	1.2	26.8	14.0	0.0
Prop In Lane		0.15	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1310	701	132	2309	817	727
V/C Ratio(X)	0.79	0.79	0.20	0.53	0.35	0.00
Avail Cap(c_a), veh/h	1664	891	368	3518	817	727
HCM Platoon Ratio	1.00	1.00	0.67	0.67	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.87	0.87	1.00	0.00
Uniform Delay (d), s/veh	36.7	36.7	28.9	35.1	23.5	0.0
Incr Delay (d2), s/veh	2.0	3.7	0.6	0.2	1.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	21.8	23.5	0.9	17.0	10.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	38.7	40.4	29.6	35.3	24.7	0.0
LnGrp LOS	D	D	C	D	C	A
Approach Vol, veh/h	1586			1246	286	
Approach Delay, s/veh	39.3			35.1	24.7	
Approach LOS	D			D	C	

Timer - Assigned Phs	2	3	4	8
Phs Duration (G+Y+Rc), s	67.9	9.1	57.9	67.1
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	30.0	21.0	66.0	93.0
Max Q Clear Time (g_c+I1), s	16.0	3.2	38.2	28.8
Green Ext Time (p_c), s	0.7	0.0	13.7	12.6

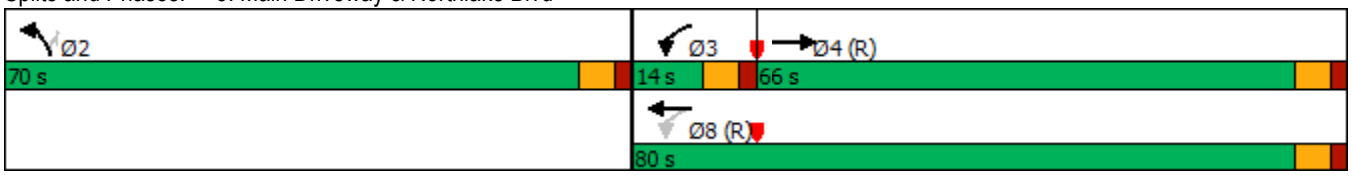
Intersection Summary	
HCM 6th Ctrl Delay	36.3
HCM 6th LOS	D

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	1252	170	47	1339	343	68
Future Volume (vph)	1252	170	47	1339	343	68
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	0.91	0.91	1.00	0.91	1.00	1.00
Frt	0.982					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	4994	0	1770	5085	1770	1583
Flt Permitted			0.117		0.950	
Satd. Flow (perm)	4994	0	218	5085	1770	1583
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)	19					72
Link Speed (mph)	30			30	30	
Link Distance (ft)	1216			936	301	
Travel Time (s)	27.6			21.3	6.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	1318	179	49	1409	361	72
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1497	0	49	1409	361	72
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			25	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Number of Detectors	2		1	2	1	1
Detector Template	Thru		Left	Thru	Left	Right
Leading Detector (ft)	100		20	100	20	20
Trailing Detector (ft)	0		0	0	0	0
Detector 1 Position(ft)	0		0	0	0	0
Detector 1 Size(ft)	6		20	6	20	20
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0		0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0		0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0		0.0	0.0	0.0	0.0
Detector 2 Position(ft)	94			94		
Detector 2 Size(ft)	6			6		
Detector 2 Type	Cl+Ex			Cl+Ex		
Detector 2 Channel						
Detector 2 Extend (s)	0.0			0.0		
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	4		3	8	2	
Permitted Phases			8			2
Detector Phase	4		3	8	2	2
Switch Phase						
Minimum Initial (s)	5.0		5.0	5.0	5.0	5.0

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Minimum Split (s)	22.5		11.0	22.5	22.5	22.5
Total Split (s)	66.0		14.0	80.0	70.0	70.0
Total Split (%)	44.0%		9.3%	53.3%	46.7%	46.7%
Maximum Green (s)	60.0		8.0	74.0	64.0	64.0
Yellow Time (s)	4.0		4.0	4.0	4.0	4.0
All-Red Time (s)	2.0		2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0		6.0	6.0	6.0	6.0
Lead/Lag	Lag		Lead			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Recall Mode	C-Max		None	C-Max	None	None
Act Effct Green (s)	90.0		100.7	100.7	37.3	37.3
Actuated g/C Ratio	0.60		0.67	0.67	0.25	0.25
v/c Ratio	0.50		0.22	0.41	0.82	0.16
Control Delay	19.3		14.4	18.3	68.1	8.5
Queue Delay	0.0		0.0	0.0	0.0	0.0
Total Delay	19.3		14.4	18.3	68.1	8.5
LOS	B		B	B	E	A
Approach Delay	19.3			18.2	58.2	
Approach LOS	B			B	E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 150			
Actuated Cycle Length: 150			
Offset: 88 (59%), Referenced to phase 4:EBT and 8:WBTL, Start of Green			
Natural Cycle: 60			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.82			
Intersection Signal Delay: 23.8		Intersection LOS: C	
Intersection Capacity Utilization 66.1%		ICU Level of Service C	
Analysis Period (min) 15			

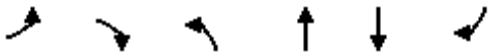
Splits and Phases: 8: Main Driveway & Northlake Blvd



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1252	170	47	1339	343	68
Future Volume (veh/h)	1252	170	47	1339	343	68
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1318	168	49	1409	361	9
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	2895	369	271	3577	391	348
Arrive On Green	0.63	0.63	0.06	1.00	0.22	0.22
Sat Flow, veh/h	4753	584	1781	5274	1781	1585
Grp Volume(v), veh/h	979	507	49	1409	361	9
Grp Sat Flow(s),veh/h/ln	1702	1765	1781	1702	1781	1585
Q Serve(g_s), s	22.3	22.3	1.4	0.0	29.8	0.7
Cycle Q Clear(g_c), s	22.3	22.3	1.4	0.0	29.8	0.7
Prop In Lane		0.33	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	2150	1115	271	3577	391	348
V/C Ratio(X)	0.46	0.46	0.18	0.39	0.92	0.03
Avail Cap(c_a), veh/h	2150	1115	314	3577	760	676
HCM Platoon Ratio	1.00	1.00	2.00	2.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.71	0.71	1.00	1.00
Uniform Delay (d), s/veh	14.3	14.3	10.2	0.0	57.3	45.9
Incr Delay (d2), s/veh	0.7	1.3	0.2	0.2	9.4	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.6	14.3	1.0	0.1	20.7	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.0	15.6	10.4	0.2	66.7	46.0
LnGrp LOS	B	B	B	A	E	D
Approach Vol, veh/h	1486			1458	370	
Approach Delay, s/veh	15.2			0.6	66.2	
Approach LOS	B			A	E	

Timer - Assigned Phs		2	3	4		8
Phs Duration (G+Y+Rc), s		38.9	10.4	100.7		111.1
Change Period (Y+Rc), s		6.0	6.0	6.0		6.0
Max Green Setting (Gmax), s		64.0	8.0	60.0		74.0
Max Q Clear Time (g_c+I1), s		31.8	3.4	24.3		2.0
Green Ext Time (p_c), s		1.2	0.0	14.2		16.2

Intersection Summary	
HCM 6th Ctrl Delay	14.5
HCM 6th LOS	B



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	102	97	1066	1189	59
Future Volume (vph)	0	102	97	1066	1189	59
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	0.95
Frt		0.865			0.993	
Flt Protected			0.950			
Satd. Flow (prot)	0	1611	1770	3539	3514	0
Flt Permitted			0.950			
Satd. Flow (perm)	0	1611	1770	3539	3514	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	356			707	652	
Travel Time (s)	8.1			16.1	14.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	107	102	1122	1252	62
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	107	102	1122	1314	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 47.7%		ICU Level of Service A	
Analysis Period (min) 15			

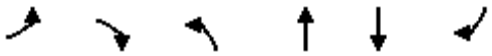
Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	102	97	1066	1189	59
Future Vol, veh/h	0	102	97	1066	1189	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	0	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	107	102	1122	1252	62

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	657	1314	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	4.14	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	0	407	522	-	-	-
Stage 1	0	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	407	522	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17	1.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	522	-	407	-	-
HCM Lane V/C Ratio	0.196	-	0.264	-	-
HCM Control Delay (s)	13.6	-	17	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.7	-	1	-	-



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	0	128	189	1403	1311	113
Future Volume (vph)	0	128	189	1403	1311	113
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	0.95
Frt		0.865			0.988	
Flt Protected			0.950			
Satd. Flow (prot)	0	1611	1770	3539	3497	0
Flt Permitted			0.950			
Satd. Flow (perm)	0	1611	1770	3539	3497	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	356			707	652	
Travel Time (s)	8.1			16.1	14.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	135	199	1477	1380	119
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	135	199	1477	1499	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 57.0%		ICU Level of Service B	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	128	189	1403	1311	113
Future Vol, veh/h	0	128	189	1403	1311	113
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	0	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	135	199	1477	1380	119

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	750	1499	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	4.14	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	0	354	443	-	-	-
Stage 1	0	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	354	443	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	21.3	2.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	443	-	354	-	-
HCM Lane V/C Ratio	0.449	-	0.381	-	-
HCM Control Delay (s)	19.6	-	21.3	-	-
HCM Lane LOS	C	-	C	-	-
HCM 95th %tile Q(veh)	2.3	-	1.7	-	-

APPENDIX F

TEST 2 ANALYSIS: LINK ANALYSIS

TABLE 16
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 117
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 308

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL PROJECT TRIPS**	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US 1	2%	6	2	I	880	0.68%	NO
2309	NORTHLAKE BOULEVARD	I-95	CONGRESS AVENUE	15%	46	6D	II	2830	1.63%	NO
2815	NORTHLAKE BOULEVARD	CONGRESS AVENUE	ALT A1A	25%	77	6D	II	2830	2.72%	NO
2821	**NORTHLAKE BOULEVARD**	**ALT A1A**	**PROSPERITY FARMS ROAD**	**30%**	**92**	**6D**	**II**	**2830**	**3.25%**	**YES**
2817	**NORTHLAKE BOULEVARD**	**PROSPERITY FARMS ROAD**	**SOUTHWIND DRIVE**	**40%**	**123**	**6D**	**I**	**2940**	**4.18%**	**YES**
2819	**NORTHLAKE BOULEVARD**	**SOUTHWIND DRIVE**	**US 1**	**40%**	**123**	**6D**	**I**	**2940**	**4.18%**	**YES**
2833	PARK AVENUE	OLD DIXIE HIGHWAY	US 1	5%	15	2	I	880	1.70%	NO
2615	SILVER BEACH ROAD	CONGRESS AVENUE	OLD DIXIE HIGHWAY	5%	15	2	I	880	1.70%	NO
2807	SILVER BEACH ROAD	OLD DIXIE HIGHWAY	US 1	5%	15	2	I	880	1.70%	NO
2811	BLUE HERON BOULEVARD	OLD DIXIE HIGHWAY	US-1	10%	31	5	II	1870	1.66%	NO
N/A	BLUE HERON BOULEVARD	US-1	OCEAN DRIVE	5%	15	5	II	1870	0.80%	NO
2828	A1A/SR 811	BURNS ROAD	LIGHTHOUSE DRIVE	5%	15	4D	II	1870	0.80%	NO
2814	A1A/SR 811	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	15	4D	II	1870	0.80%	NO
N/A	10TH STREET	NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	0%	0	4D	I	1960	0.00%	NO
2836	PROSPERITY FARMS ROAD	BURNS ROAD	LIGHTHOUSE DRIVE	5%	15	3	I	880	1.70%	NO
2806	PROSPERITY FARMS ROAD	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	15	3	I	880	1.70%	NO
2834	AUSTRALIAN AVENUE	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	15	4D	II	1870	0.80%	NO
N/A	OLD DIXIE HIGHWAY	NORTHLAKE BOULEVARD	PARK AVENUE	0%	0	2	I	880	0.00%	NO
N/A	OLD DIXIE HIGHWAY	PARK AVENUE	SILVER BEACH ROAD	5%	15	4D	II	1870	0.80%	NO
2808	OLD DIXIE HIGHWAY	SILVER BEACH ROAD	BLUE HERON BOULEVARD	5%	15	4D	II	1870	0.80%	NO
2810	OLD DIXIE HIGHWAY	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	15	4D	II	1870	0.80%	NO
2838	US 1	PGA BOULEVARD	LIGHTHOUSE DRIVE	15%	46	4D	II	1870	2.46%	NO
2832	US 1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	20%	62	6D	II	2830	2.19%	NO
2800	**US 1**	**NORTHLAKE BOULEVARD**	**PARK AVENUE**	**30%**	**92**	**4D**	**II**	**1870**	**4.92%**	**YES**
N/A	**US 1**	**PARK AVENUE**	**SILVER BEACH ROAD**	**25%**	**77**	**5**	**II**	**1870**	**4.12%**	**YES**
N/A	**US 1**	**SILVER BEACH ROAD**	**BLUE HERON BOULEVARD**	**20%**	**62**	**4D**	**II**	**1870**	**3.32%**	**YES**
2818	BROADWAY	BLUE HERON BOULEVARD	13TH STREET	5%	15	4D	II	1870	0.80%	NO

Notes:
** The residential project distribution detailed in this table is for informational purposes only. The proposed project is located in a Coastal Residential Exception Area and the residential portion is therefore not required to meet the Palm Beach County Traffic Performance Standards.

TABLE 17

TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 269
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 182

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS**	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US 1	2%	5	2	I	880	0.57%	NO
2309	NORTHLAKE BOULEVARD	I-95	CONGRESS AVENUE	15%	40	6D	II	2830	1.41%	NO
2815	NORTHLAKE BOULEVARD	CONGRESS AVENUE	ALT A1A	25%	67	6D	II	2830	2.37%	NO
2821	NORTHLAKE BOULEVARD	ALT A1A	PROSPERITY FARMS ROAD	30%	81	6D	II	2830	2.86%	NO
2817	**NORTHLAKE BOULEVARD**	**PROSPERITY FARMS ROAD**	**SOUTHWIND DRIVE**	**40%**	**108**	**6D**	**I**	**2940**	**3.67%**	**YES**
2819	**NORTHLAKE BOULEVARD**	**SOUTHWIND DRIVE**	**US 1**	**40%**	**108**	**6D**	**I**	**2940**	**3.67%**	**YES**
2833	PARK AVENUE	OLD DIXIE HIGHWAY	US 1	5%	13	2	I	880	1.48%	NO
2615	SILVER BEACH ROAD	CONGRESS AVENUE	OLD DIXIE HIGHWAY	5%	13	2	I	880	1.48%	NO
2807	SILVER BEACH ROAD	OLD DIXIE HIGHWAY	US 1	5%	13	2	I	880	1.48%	NO
2811	BLUE HERON BOULEVARD	OLD DIXIE HIGHWAY	US-1	10%	27	5	II	1870	1.44%	NO
N/A	BLUE HERON BOULEVARD	US-1	OCEAN DRIVE	5%	13	5	II	1870	0.70%	NO
2828	A1A/SR 811	BURNS ROAD	LIGHTHOUSE DRIVE	5%	13	4D	II	1870	0.70%	NO
2814	A1A/SR 811	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	13	4D	II	1870	0.70%	NO
N/A	10TH STREET	NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	0%	0	4D	I	1960	0.00%	NO
2836	PROSPERITY FARMS ROAD	BURNS ROAD	LIGHTHOUSE DRIVE	5%	13	3	I	880	1.48%	NO
2806	PROSPERITY FARMS ROAD	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	5%	13	3	I	880	1.48%	NO
2834	AUSTRALIAN AVENUE	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	13	4D	II	1870	0.70%	NO
N/A	OLD DIXIE HIGHWAY	NORTHLAKE BOULEVARD	PARK AVENUE	0%	0	2	I	880	0.00%	NO
N/A	OLD DIXIE HIGHWAY	PARK AVENUE	SILVER BEACH ROAD	5%	13	4D	II	1870	0.70%	NO
2808	OLD DIXIE HIGHWAY	SILVER BEACH ROAD	BLUE HERON BOULEVARD	5%	13	4D	II	1870	0.70%	NO
2810	OLD DIXIE HIGHWAY	BLUE HERON BOULEVARD	MLK BOULEVARD	5%	13	4D	II	1870	0.70%	NO
2838	US 1	PGA BOULEVARD	LIGHTHOUSE DRIVE	15%	40	4D	II	1870	2.14%	NO
2832	US 1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	20%	54	6D	II	2830	1.91%	NO
2800	**US 1**	**NORTHLAKE BOULEVARD**	**PARK AVENUE**	**30%**	**81**	**4D**	**II**	**1870**	**4.33%**	**YES**
N/A	**US 1**	**PARK AVENUE**	**SILVER BEACH ROAD**	**25%**	**67**	**5**	**II**	**1870**	**3.58%**	**YES**
N/A	US 1	SILVER BEACH ROAD	BLUE HERON BOULEVARD	20%	54	4D	II	1870	2.89%	NO
2818	BROADWAY	BLUE HERON BOULEVARD	13TH STREET	5%	13	4D	II	1870	0.70%	NO

Notes:
** The residential project distribution detailed in this table is for informational purposes only. The proposed project is located in a Coastal Residential Exception Area and the residential portion is therefore not required to meet the Palm Beach County Traffic Performance Standards.

TABLE 18
AM PEAK HOUR - TEST 2

TEST 2 - TEN YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 1.00%
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 117
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 308

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	AM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	AM PEAK HOUR PROJECT TRIPS*	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2028 TRAFFIC WITHOUT PROJECT	2028 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS E	2028 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
NORTHLAKE BOULEVARD[3]	ALT A1A	PROSPERITY FARMS ROAD	EB	2022	1484	30%	35	91	65	91	156	1640	1675	6D	II	3890	YES	YES
			WB	2022	1247	30%	92	77	66	77	143	1390	1482	6D	II	3890	YES	YES
NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	SOUTHWIND DRIVE	EB	2023	1454	40%	47	74	76	74	150	1604	1651	6D	I	2940	YES	YES
			WB	2023	984	40%	123	50	90	50	140	1124	1247	6D	I	2940	YES	YES
NORTHLAKE BOULEVARD	SOUTHWIND DRIVE	US 1	EB	2022	1200	40%	47	74	76	74	150	1350	1397	6D	I	2940	YES	YES
			WB	2022	936	40%	123	58	90	58	148	1084	1207	6D	I	2940	YES	YES
US 1	NORTHLAKE BOULEVARD	PARK AVENUE	NB	2022	921	30%	35	57	48	57	105	1026	1061	4D	II	1870	YES	YES
			SB	2022	1025	30%	92	63	53	63	116	1141	1233	4D	II	1870	YES	YES
US 1[1]	PARK AVENUE	SILVER BEACH ROAD	NB	2021	798	25%	29	58	65	58	123	921	950	5	II	1870	YES	YES
			SB	2021	1077	25%	77	78	92	78	170	1247	1324	5	II	1870	YES	YES
US 1[2]	SILVER BEACH ROAD	BLUE HERON BOULEVARD	NB	2021	724	20%	23	52	50	52	102	826	849	4D	II	1870	YES	YES
			SB	2021	1042	20%	62	75	98	75	173	1215	1277	4D	II	1870	YES	YES

Notes:
* The residential project distribution detailed in this table is for informational purposes only. The proposed project is located in a Coastal Residential Exception Area and the residential portion is therefore not required to meet the Palm Beach County Traffic Performance Standards.
1. Count data for US 1 between Park Avenue and Silver Beach Road based on the Park Avenue at US 1 intersection count data (ID 18600).
2. Count data for US 1 between Silver Beach Road and Blue Heron Boulevard based on the Silver Beach at US 1 intersection count data (ID 19175).
3. Per the PBC 1989 Comprehensive Plan (revised 2/2/2022), Northlake Boulevard from Military Trail to Prosperity Farms Road has a CRALLS designation of 3890 on a peak hour peak direction basis.

TABLE 19
PM PEAK HOUR - TEST 2

TEST 2 - TEN YEAR ANALYSIS
2 MILE RADIUS OF DEVELOPMENT INFLUENCE
AREA WIDE GROWTH RATE = 1.00%
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 269
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 182

ROADWAY	FROM	TO	DIRECTION	TRAFFIC COUNT YEAR	PM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR PROJECT TRIPS*	LINK GROWTH	MAJOR PROJECT	1.0% GROWTH	TOTAL BACKGROUND TRAFFIC USED	2028 TRAFFIC WITHOUT PROJECT	2028 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS E	2028 WITHOUT PROJECT MEETS LOS STD.	MEETS LOS STD.
NORTHLAKE BOULEVARD	PROSPERITY FARMS ROAD	SOUTHWIND DRIVE	EB	2023	1318	40%	108	67	219	67	286	1604	1712	6D	I	2940	YES	YES
			WB	2023	1294	40%	73	66	222	66	288	1582	1655	6D	I	2940	YES	YES
NORTHLAKE BOULEVARD	SOUTHWIND DRIVE	US 1	EB	2022	997	40%	108	61	219	61	280	1277	1385	6D	I	2940	YES	YES
			WB	2022	1073	40%	73	66	222	66	288	1361	1434	6D	I	2940	YES	YES
US 1	NORTHLAKE BOULEVARD	PARK AVENUE	NB	2022	1204	30%	81	74	143	74	217	1421	1502	4D	II	1870	YES	YES
			SB	2022	1123	30%	55	69	144	69	213	1336	1391	4D	II	1870	YES	YES
US 1[1]	PARK AVENUE	SILVER BEACH ROAD	NB	2021	1033	25%	67	75	154	75	229	1262	1329	5	II	1870	YES	YES
			SB	2021	955	25%	46	69	125	69	194	1149	1195	5	II	1870	YES	YES

Notes:
* The residential project distribution detailed in this table is for informational purposes only. The proposed project is located in a Coastal Residential Exception Area and the residential portion is therefore not required to meet the Palm Beach County Traffic Performance Standards.
1. Count data for US 1 between Park Avenue and Silver Beach Road based on the Park Avenue at US 1 intersection count data (ID 18600).
2. Count data for US 1 between Silver Beach Road and Blue Heron Boulevard based on the Silver Beach at US 1 intersection count data (ID 19175).
3. Per the PBC 1989 Comprehensive Plan (revised 2/2/2022), Northlake Boulevard from Military Trail to Prosperity Farms Road has a CRALLS designation of 3890 on a peak hour peak direction basis.

APPENDIX G

PBC TPS DATABASE
2028 BUILD-OUT
LINK & INTERSECTION VOLUME SHEETS
(WITH APPROVED COMMITTED TRIPS)

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2028
GROWTH RATE: 1.88%
STATION: 2821
FROM: Alt A1a
TO: Midpoint
COUNT DATE: 03/02/2022
PSF: 1

Report Created
08/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2669	1484	1247	2886	1459	1427		
Peak Volume	2669	1484	1247	2886	1459	1427		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2669	1484	1247	2886	1459	1427		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	28	17	11	238	114	124	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	2	2	0	3	1	2	Res	40%
Briger East	11	3	8	13	9	4	NR	55%
Avenir	64	31	33	84	37	47	Res	1%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Clean Sweep Depot	4	2	3	4	2	2	NR	0%
Total Committed Developments	146	73	74	416	202	217		
Total Committed Residential	66	33	33	87	38	49		
Total Committed Non-Residential	80	40	41	329	164	168		
Double Count Reduction	16	8	8	22	10	12		
Total Discounted Committed Developments	130	65	66	394	192	205		
Historical Growth	316	176	148	342	173	169		
Comm Dev+1% Growth	294	156	143	572	282	293		
Growth Volume Used	316	176	148	572	282	293		
Total Volume	2985	1660	1395	3458	1741	1720		
Lanes	6LD							
LOS D Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2028
GROWTH RATE: 1.88%
STATION: 2821
FROM: Midpoint
TO: Prosperity Farms Rd
COUNT DATE: 03/02/2022
PSF: 1

Report Created
08/11/2023

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2669	1484	1247	2886	1459	1427		
Peak Volume	2669	1484	1247	2886	1459	1427		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2669	1484	1247	2886	1459	1427		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	28	17	11	238	114	124	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	2	2	0	3	1	2	Res	40%
Briger East	11	3	8	13	9	4	NR	55%
Avenir	64	31	33	84	37	47	Res	1%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Clean Sweep Depot	4	2	3	4	2	2	NR	0%
Total Committed Developments	146	73	74	416	202	217		
Total Committed Residential	66	33	33	87	38	49		
Total Committed Non-Residential	80	40	41	329	164	168		
Double Count Reduction	16	8	8	22	10	12		
Total Discounted Committed Developments	130	65	66	394	192	205		
Historical Growth	316	176	148	342	173	169		
Comm Dev+1% Growth	294	156	143	572	282	293		
Growth Volume Used	316	176	148	572	282	293		
Total Volume	2985	1660	1395	3458	1741	1720		
Lanes	6LD							
LOS D Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	4680	3890	3890	4680	3890	3890		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Northlake Blvd
CURRENT YEAR: 2022
ANALYSIS YEAR: 2028
GROWTH RATE: -2.03%
STATION: 2817
FROM: Prosperity Farms Rd
TO: MIDPOINT
COUNT DATE: 03/02/2022
PSF: 1

Report Created
08/11/2023

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2584	1477	1171	2611	1283	1339
Peak Volume	2584	1477	1171	2611	1283	1339
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2584	1477	1171	2611	1283	1339

Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	30	18	12	260	125	135	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	2	2	0	3	1	2	Res	40%
Briger East	11	3	8	13	9	4	NR	55%
Avenir	64	31	33	84	37	47	Res	1%
One Park Place	0	0	0	1	0	0	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Nautilus 211	31	13	18	39	23	15	Res	0%
200 Yacht Club Drive	9	0	9	10	7	3	Res	0%
Total Committed Developments	180	83	97	475	236	239		
Total Committed Residential	106	46	60	136	68	67		
Total Committed Non-Residential	74	37	37	339	168	172		
Double Count Reduction	15	7	7	34	17	17		
Total Discounted Committed Developments	165	76	90	441	219	222		
Historical Growth	-299	-171	-136	-302	-149	-155		
Comm Dev+1% Growth	324	167	162	602	298	304		
Growth Volume Used	324	167	162	602	298	304		
Total Volume	2908	1644	1333	3213	1581	1643		

Lanes	6LD					
LOS D Capacity	4880	2940	2940	4880	2940	2940
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2940	2940	5150	2940	2940
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Northlake Blvd | STATION: 2819 | Report Created
CURRENT YEAR: 2022 | FROM: Midpoint | 08/11/2023
ANALYSIS YEAR: 2028 | TO: Federal Hwy
GROWTH RATE: -3.28% | COUNT DATE: 03/02/2022
PSF: 1

Link Analysis

Time Period	AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	2080	1200	936	2070	997	1073		
Peak Volume	2080	1200	936	2070	997	1073		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2080	1200	936	2070	997	1073		
Committed Developments							Type	% Complete
10th Street Retail	0	0	0	0	0	0	NR	0%
Northlake Promenade	30	18	12	260	125	135	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	6	2	3	28	15	14	NR	72%
Briger West	2	2	0	3	1	2	Res	40%
Briger East	11	3	8	13	9	4	NR	55%
Avenir	64	31	33	84	37	47	Res	1%
One Park Place	0	0	0	1	0	0	NR	50%
NPB 7-Eleven	27	14	14	37	19	19	NR	0%
Nautilus 211	31	13	18	39	23	15	Res	0%
200 Yacht Club Drive	9	0	9	10	7	3	Res	0%
Total Committed Developments	180	83	97	475	236	239		
Total Committed Residential	106	46	60	136	68	67		
Total Committed Non-Residential	74	37	37	339	168	172		
Double Count Reduction	15	7	7	34	17	17		
Total Discounted Committed Developments	165	76	90	441	219	222		
Historical Growth	-377	-217	-170	-375	-181	-194		
Comm Dev+1% Growth	293	150	148	568	280	288		
Growth Volume Used	293	150	148	568	280	288		
Total Volume	2373	1350	1084	2638	1277	1361		
Lanes	6LD							
LOS D Capacity	4880	2940	2940	4880	2940	2940		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2940	2940	5150	2940	2940		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800	Report Created
CURRENT YEAR:	2022	FROM:	Northlake Blvd	08/11/2023
ANALYSIS YEAR:	2028	TO:	Northlake Blvd	
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	20	12	8	173	83	90	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	46	28	19	58	23	35	Res	0%
200 Yacht Club Drive	2	0	2	2	2	1	Res	0%
Safe Harbor Riviera Beach	24	4	20	27	20	7	NR	0%
Total Committed Developments	109	53	58	300	149	153		
Total Committed Residential	48	28	21	60	25	36		
Total Committed Non-Residential	61	25	37	240	124	117		
Double Count Reduction	12	5	5	15	6	9		
Total Discounted Committed Developments	97	48	53	285	143	144		
Historical Growth	280	133	148	335	173	162		
Comm Dev+1% Growth	217	105	116	428	217	213		
Growth Volume Used	280	133	148	428	217	213		
Total Volume	2224	1054	1173	2755	1421	1336		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800		Report Created
CURRENT YEAR:	2022	FROM:	Park Ave		08/11/2023
ANALYSIS YEAR:	2028	TO:	MIDPOINT		
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022		
		PSF:	1		

Link Analysis

Time Period		AM			PM			
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB		
Existing Volume	1944	921	1025	2327	1204	1123		
Peak Volume	1944	921	1025	2327	1204	1123		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	1944	921	1025	2327	1204	1123		
Committed Developments							Type	% Complete
Northlake Promenade	20	12	8	173	83	90	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
One Park Place	4	2	2	9	5	5	NR	50%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	46	28	19	58	23	35	Res	0%
200 Yacht Club Drive	2	0	2	2	2	1	Res	0%
Safe Harbor Riviera Beach	24	4	20	27	20	7	NR	0%
Total Committed Developments	109	53	58	300	149	153		
Total Committed Residential	48	28	21	60	25	36		
Total Committed Non-Residential	61	25	37	240	124	117		
Double Count Reduction	12	5	5	15	6	9		
Total Discounted Committed Developments	97	48	53	285	143	144		
Historical Growth	280	133	148	335	173	162		
Comm Dev+1% Growth	217	105	116	428	217	213		
Growth Volume Used	280	133	148	428	217	213		
Total Volume	2224	1054	1173	2755	1421	1336		
Lanes	5L							
LOS D Capacity	3220	1960	1960	3220	1960	1960		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1960	1960	3400	1960	1960		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Federal Hwy
CURRENT YEAR: 2022
ANALYSIS YEAR: 2028
GROWTH RATE: 2.27%
STATION: 2800
FROM: Midpoint
TO: Park Ave
COUNT DATE: 03/02/2022
PSF: 1

Report Created
08/11/2023

Link Analysis

Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	1944	921	1025	2327	1204	1123			
Peak Volume	1944	921	1025	2327	1204	1123			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	1944	921	1025	2327	1204	1123			
Committed Developments							Type	% Complete	
Northlake Promenade	10	6	4	87	42	45	NR	47%	
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%	
Palm Beach Outlets	4	2	2	19	10	9	NR	72%	
Champs Charter School	5	2	3	2	1	1	NR	65%	
One Park Place	3	2	2	7	4	4	NR	50%	
The Waterway-East	20	13	7	31	13	19	Res	0%	
Nautilus 211	62	37	25	77	31	46	Res	0%	
Island Plaza	2	1	1	14	7	7	NR	70%	
Safe Harbor Riviera Beach	30	5	25	34	25	9	NR	0%	
Total Committed Developments	136	68	69	271	133	140			
Total Committed Residential	82	50	32	108	44	65			
Total Committed Non-Residential	54	18	37	163	89	75			
Double Count Reduction	11	4	7	27	11	15			
Total Discounted Committed Developments	125	64	62	244	122	125			
Historical Growth	280	133	148	335	173	162			
Comm Dev+1% Growth	245	121	125	387	196	194			
Growth Volume Used	280	133	148	387	196	194			
Total Volume	2224	1054	1173	2714	1400	1317			
Lanes	5L								
LOS D Capacity	3220	1770	1770	3220	1770	1770			
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	3400	1870	1870	3400	1870	1870			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Federal Hwy	STATION:	2800	Report Created
CURRENT YEAR:	2022	FROM:	Silver Beach Rd	08/11/2023
ANALYSIS YEAR:	2028	TO:	Midpoint	
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	10	6	4	87	42	45	NR	47%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Champs Charter School	5	2	3	2	1	1	NR	65%
One Park Place	3	2	2	7	4	4	NR	50%
The Waterway-East	20	13	7	31	13	19	Res	0%
Nautilus 211	92	38	55	116	70	46	Res	0%
Island Plaza	2	1	1	14	7	7	NR	70%
Safe Harbor Riviera Beach	30	5	25	34	25	9	NR	0%
Total Committed Developments	166	69	99	310	172	140		
Total Committed Residential	112	51	62	147	83	65		
Total Committed Non-Residential	54	18	37	163	89	75		
Double Count Reduction	11	4	7	33	18	15		
Total Discounted Committed Developments	155	65	92	277	154	125		
Historical Growth	280	133	148	335	173	162		
Comm Dev+1% Growth	275	122	155	420	228	194		
Growth Volume Used	280	133	155	420	228	194		
Total Volume	2224	1054	1180	2747	1432	1317		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

Input Data

ROAD NAME: Broadway
CURRENT YEAR: 2022
ANALYSIS YEAR: 2028
GROWTH RATE: 2.27%
STATION: 2800
FROM: Midpoint
TO: Silver Beach Rd
COUNT DATE: 03/02/2022
PSF: 1

Report Created
08/11/2023

Link Analysis

Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	1944	921	1025	2327	1204	1123			
Peak Volume	1944	921	1025	2327	1204	1123			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	1944	921	1025	2327	1204	1123			
Committed Developments							Type	% Complete	
Northlake Promenade	0	0	0	0	0	0	NR	47%	
Wellness Resort	11	3	8	14	8	6	NR	20%	
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%	
Palm Beach Outlets	4	2	2	19	10	9	NR	72%	
Australian Plaza	1	0	1	6	3	3	NR	0%	
Champs Charter School	7	3	4	3	2	1	NR	65%	
The Waterway-East	20	7	13	31	19	13	Res	0%	
Nautilus 211	69	28	41	87	52	35	Res	0%	
Island Plaza	8	5	3	68	35	34	NR	70%	
Safe Harbor Riviera Beach	41	6	35	47	35	13	NR	0%	
Total Committed Developments	161	54	107	275	164	114			
Total Committed Residential	89	35	54	118	71	48			
Total Committed Non-Residential	72	19	53	157	93	66			
Double Count Reduction	14	4	11	30	18	12			
Total Discounted Committed Developments	147	50	96	245	146	102			
Historical Growth	280	133	148	335	173	162			
Comm Dev+1% Growth	267	107	159	388	220	171			
Growth Volume Used	280	133	159	388	220	171			
Total Volume	2224	1054	1184	2715	1424	1294			
Lanes	4LD								
LOS D Capacity	3220	1960	1960	3220	1960	1960			
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	3400	1960	1960	3400	1960	1960			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME:	Broadway	STATION:	2800	Report Created
CURRENT YEAR:	2022	FROM:	Blue Heron Blvd W	08/11/2023
ANALYSIS YEAR:	2028	TO:	Midpoint	
GROWTH RATE:	2.27%	COUNT DATE:	03/02/2022	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1944	921	1025	2327	1204	1123
Peak Volume	1944	921	1025	2327	1204	1123
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1944	921	1025	2327	1204	1123

Committed Developments							Type	% Complete
Northlake Promenade	0	0	0	0	0	0	NR	47%
Wellness Resort	11	3	8	14	8	6	NR	20%
Village Shoppes II	**0**	**0**	**0**	**0**	**0**	**0**	NR	30%
Palm Beach Outlets	4	2	2	19	10	9	NR	72%
Australian Plaza	1	0	1	6	3	3	NR	0%
Champs Charter School	7	3	4	3	2	1	NR	65%
The Waterway-East	20	7	13	31	19	13	Res	0%
Nautilus 211	69	28	41	87	52	35	Res	0%
Island Plaza	8	3	5	68	34	35	NR	70%
Safe Harbor Riviera Beach	41	6	35	47	35	13	NR	0%
Total Committed Developments	161	52	109	275	163	115		
Total Committed Residential	89	35	54	118	71	48		
Total Committed Non-Residential	72	17	55	157	92	67		
Double Count Reduction	14	3	11	30	18	12		
Total Discounted Committed Developments	147	49	98	245	145	103		
Historical Growth	280	133	148	335	173	162		
Comm Dev+1% Growth	267	106	161	388	219	172		
Growth Volume Used	280	133	161	388	219	172		
Total Volume	2224	1054	1186	2715	1423	1295		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

PARCEL A: (Fee Simple)

PARCEL I:

A certain parcel of land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of State Road No. 5 as described in a deed from Tesdem, Inc. to the State of Florida as same is recorded in Deed Book 838, Page 25, Public Records of Palm Beach County, Florida with the Northerly right-of-way of Palmetto Road as shown on the Plat of Kelsey City (now Lake Park) as same is recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida, and from said point of intersection run (for convenience the said Northerly right-of-way line of Palmetto Road is assumed to bear North 89°57'15" West and all other bearings mentioned herein are relative thereto), North 89°57'15" West running along the said Northerly right-of-way line a distance of 468.28 feet; thence North 7°27'45" West, a distance of 247.44 feet; thence South 88°43'22" West a distance of 249.34 feet to a point in a line parallel with and one foot Westerly from (measured at right angles to) the Westerly wall of the Truck Well so called at the Westerly end of the J.M. Fields Store Building, so called; thence North 01°19'04" West, along said parallel line, a distance of 152.45 feet, more or less, to a point in the Westerly extension of the North face of the South wall of the Garden Shop so called, said Garden Shop located in the Northwesterly corner of the said J.M. Fields Store Building; thence North 88°40'56" East along the just said Westerly extension and along the just said North face of the South wall a distance of 41 feet, more or less, to a point in the West face of the East wall of said Garden Shop; thence North 01°19'04" West running along the just said West face of the East wall and the Northerly extension thereof a distance of 120.27 feet, more or less, to a point in the face of the curb, said curb being 20.26 feet Northerly from and parallel with the face of the North wall of said building; thence North 88°40'56" East running along the said face of the curb and its Easterly extension of a distance of 637.31 feet, more or less, to a point in the said Westerly right-of-way line of State Road No.5, said point being also a point on a curve concave to the West, having a radius of 11394.22 feet and whose tangent passing through said point bears South 10°13'29" East; thence Southerly running along the arc of the just described curve and along the said Westerly right-of-way line subtending a central angle of 01°48'07", a distance of 358.34 feet, more or less, to the end of said curve; thence South 81°34'38" West running along a line radial to the just described curve and radial to the next described curve and continuing along said Westerly right-of-way line a distance of 5 feet to a point in a curve concave to the West, being concentric with the last described curve and having a radius of 11389.22 feet; thence Southerly running along the arc of the just described curve and continuing along the said Westerly right-of-way line; subtending a central angle of 00°25'22", a distance of 84.04 feet to the end of said curve; thence South 08°00'00" East along said Westerly right-of-way line distance of 91.77 feet, more or less, to the POINT OF BEGINNING.

PARCEL II:

A parcel of land lying in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of Westerly right-of-way line of State Road No. 5, as described in deed from Tesdem, Incorporated to the State of Florida, recorded in Deed Book 838, Page 25, Public Records of Palm Beach County, Florida, with the Northerly right-of-way line of Palmetto Road, as shown on the Plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida; thence Westerly, along said Northerly right-of-way line, a distance of 468.28 feet to a point on a portion of the Westerly boundary of that certain parcel of land described in Official Record Book 3343, Page 1786, Public Records of Palm Beach County, Florida, and the point of beginning of the hereinafter described parcel; thence Northerly along said Westerly boundary, making an angle with the preceding course, measured from East to North of 97°30'30", a distance of 247.44 feet to a point; thence Westerly, making an angle with the preceding course, measured from South to West of 96°11'07", a distance of 208.80 feet to the point of the Easterly boundary of that certain parcel of land described in Official Record Book 3259, Page 276, Public Records of Palm Beach County, Florida; thence Southerly, along said Easterly boundary, making an angle with the preceding course, measured from East to South of 89°58'58", a distance of 240.56 feet to a point on said Northerly right-of-way line, making an angle with the preceding course, measured from North to East of 91°20'25", a distance of 235.45 feet to the POINT OF BEGINNING.

PARCEL B: (Fee Simple)

A parcel of land being all of Parcel 1B and a portion of Parcel 7 according to the plat of NORTHLAKE PROMENADE SHOPPES, A PUD, as shown in Plat Book 102, Pages 130 and 131, of the Palm Beach County, Florida Public Records. Said plat also being a portion of Section 21, Township 42 South, Range 43 East, Town of Lake Park and Village of North Palm Beach, Palm Beach County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Parcel 1B; thence S 89°59'30" W along the South line of said Parcel 1B, with all bearings contained within relative thereto, a distance of 637.68 feet; thence S 00°00'25" E along the East line of said plat, a distance of 119.95 feet to the intersection with the North face of a building wall described in Official Records Book 3343, Page 1787; thence S 89°59'35" W, a distance of 41.00 feet; thence departing said East line continue S 89°59'35" W, a distance of 30.65 feet; thence N 00°09'32" E, a distance of 429.19 feet to the intersection with the South line of Parcel R-1 of said plat; thence N 90°00'00" E along said South line, a distance of 175.42 feet; thence N 00°00'00" E along the East line of Parcel R- 1, a distance of 155.65 feet to the Northeast corner of said Parcel R-1; thence N 90°00'00" E along a line 35.50 feet South of and parallel with the South line of Parcel 5 of said plat, a distance of 117.06 feet; to a curve to the right having a radial bearing of S 00°00'00" E, a radius of 80.00 feet, and a central angle of 34°25'35"; thence proceed along the arc of said curve, a distance of 48.07 feet to the end of said curve; thence S 55°34'25" E, a distance of 100.26 feet; to a curve to the right having a radial bearing of S 34°25'35" W, a radius of 80.00 feet, and a central angle of 46°43'50"; thence proceed along the arc of said curve, a distance of 65.25 feet to the end of said curve; thence S 08°50'35" E along a line 35.50 feet West of and parallel with the West line of Parcel 6 of said plat, a distance of 249.82 feet to a point on the prolongation of the North line of aforesaid Parcel 1-B; thence N 84°09'54" E along said prolongation, a distance of 30.18 feet to a Northwest corner of Parcel 1-B; thence continue N 84°09'54" E along the North line of Parcel 1-B, a distance of 167.65 feet to a point of intersection with the East line of said plat, said point also lying on the West right-of-way line of U.S. Highway No. 1; said point also being the Northeast corner of said Parcel 1-B, said point also being the beginning of a curve having a radial bearing of S 80°22'21" W, a radius of 11394.22 feet, and a central angle of 00°34'45"; thence proceed Southerly along the arc of said curve, a distance of 115.19 feet to the end of said curve and the POINT OF BEGINNING of the herein described parcel.

PARCEL C: (Easements for the benefit of Parcel B, described above.)

PARCEL I:

Non-exclusive easements for the benefit of Parcel B as created in Fourth Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easement by and between Twin Cities Investors, Inc. and Developers of Northlake, Inc. as recorded in Official Records Book Official Records Book 21438, Page 1886 as corrected in Official Records Book 22831, Page 89 for purposes of Ingress and Egress Easement in Article 6.1; Utility Easement in Article 7.1 and Drainage Easement in Article 8.1 over and across the lands described in said Easement.

PARCEL II:

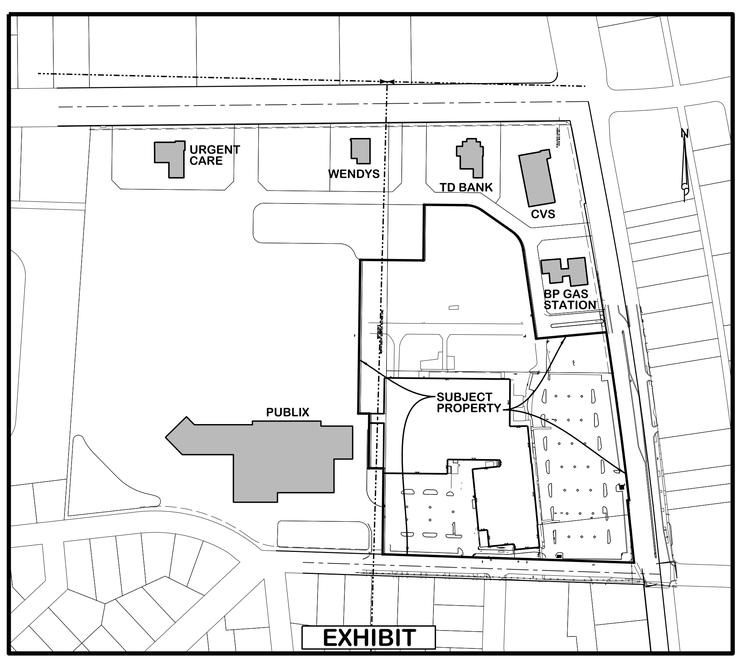
Non-exclusive easement(s), created by and described in that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Official Records Book 11923, Page 861, as amended in Official Records Book 13154, Page 1892; Official Records Book 17516, Page 1987; Official Records Book 17595, Page 1781; and Official Records Book 21438, Page 1886 as re-recorded in Official Records Book 22831, Page 89; less and except those lands conveyed to the State of Florida Department of Transportation by Quit-Claim Deeds recorded June 9, 2004 in Official Records Book 17093, Page 214 and recorded June 1, 2004 in official records book 17062, Page 1971, of the Public Records of Palm Beach County, Florida.

PARCEL III:

Non-exclusive easement(s), created by and described in Declaration of Reciprocal Easements recorded in Official Records Book 17344, Page 1311, of the Public Records of Palm Beach County, Florida.

PARCEL IV:

NON-EXCLUSIVE EASEMENT(S), CREATED BY AND DESCRIBED IN ACCESS, PARKING AND LANDSCAPE EASEMENT BY AND BETWEEN TWIN CITIES INVESTORS, INC., A FLORIDA CORPORATION, DEVELOPERS OF NORTHLAKE, INC., A FLORIDA CORPORATION AND VILLAGE SHOPPES AT U.S.1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED FEBRUARY 21, 2007 AND RECORDED FEBRUARY 22, 2007 IN OFFICIAL RECORDS BOOK 21438, PAGE 1917, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



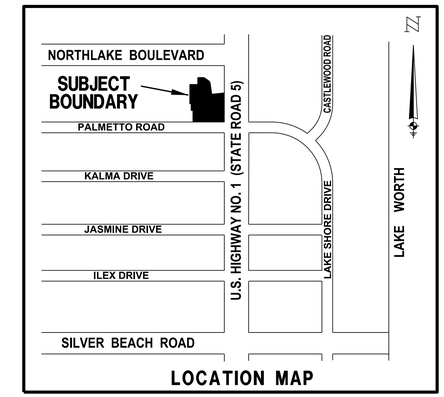
ABBREVIATIONS:

(C) - CALCULATED
C.B.S. - CONCRETE BLOCK STRUCTURE
C.M.B. - COMMISSIONER'S MINUTES BOOK
CMH. - CONFLICT MANHOLE
CONC. - CONCRETE
D.B. - DEED BOOK
F.H. - FIRE HYDRANT
FND. - FOUND
F.P.L. - FLORIDA POWER & LIGHT
I.P. - IRON PIPE
INV. - INVERT
L.B. - LICENSE BUSINESS
LB - LICENSE BUSINESS
LP - LIGHT POLE
LS - LICENSE SURVEY
(M) - MEASURED
MH - MANHOLE
M.H.W. - MEAN HIGH WATER
MON. - MONUMENT
O.R.B. - OFFICIAL RECORD BOOK
(P) - PLAT
P.B. - PLAT BOOK
P.R.M. - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
R.P.B. - ROAD PLAT BOOK
(S) - SURVEY
SLP - STOP LIGHT POLE
SMH - SANITARY MANHOLE
SBTMH - SOUTHERN BELL TELEPHONE MANHOLE
STMH - STORM MANHOLE
TB - TRAFFIC BOX
TLP - TRAFFIC LIGHT POLE
TV - TELEVISION
U.E. - UTILITY EASEMENT
WP - WOOD POLE
WUP - WOOD UTILITY POLE
WV - WATER VALVE

AFFECTS PROPERTY AS SHOWN | AFFECTS PROPERTY, NOT PLOTTABLE | DOES NOT AFFECT PROPERTY

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NO.: 9831395 REVISION NUMBER "G"

AFFECTS	AFFECTS, NOT PLOTTABLE	DOES NOT AFFECT	
●			(6) RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 102, PAGE 130 AND 131 INCLUSIVE (AS TO PARCEL B ONLY).
	●		(7) AGREEMENT BY AND BETWEEN NORTH PALM BEACH, INC., AND NORTH PALM BEACH UTILITIES, INC., RECORDED IN DEED BOOK 1145, PAGE 135; AS AFFECTED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 87, PAGE 317, ASSIGNMENT OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 5542, PAGE 1399, ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6002, PAGE 62 AND ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6007, PAGE 1275, IN WHICH JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION IS ASSIGNEE.
	●		(8) WATER AND SEWER AGREEMENT BY AND BETWEEN NORTH PALM BEACH, INC., AND NORTH PALM BEACH UTILITIES, INC., RECORDED IN DEED BOOK 1145, PAGE 142 (AS TO PARCEL A ONLY).
			(9) INTENTIONALLY DELETED.
	●		(10) DEDICATION OF EASEMENT FOR PUBLIC UTILITIES RECORDED IN OFFICIAL RECORDS BOOK 89, PAGE 392; AS AFFECTED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 87, PAGE 317, ASSIGNMENT OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 5542, PAGE 1399, ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6002, PAGE 62 AND ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6007, PAGE 1275, IN WHICH JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION IS ASSIGNEE. (AS TO PARCEL A: DEED BOOK 1145, PG. 135)
		●	(11) EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 1267, PAGE 272.
●			(12) EASEMENT(S) IN FAVOR OF NORTH PALM BEACH UTILITIES, INC. SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 1599, PAGE 307 (AS TO PARCEL A ; B & B11).
●			(13) EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 2053, PAGE 706;
		●	AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 11923, PAGE 954.
			(14) INTENTIONALLY DELETED.
●			(15) EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 2867, PAGE 1584 (AS TO PARCEL B ONLY).
	●		(16) MEMORANDUM OF DEVELOPER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9111, PAGE 1835.
●			(17) EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 9491, PAGE 513; AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 18707, PAGE 724 (AS TO PARCEL B ONLY).
——			INTENTIONALLY DELETED
●			(19) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 11820, PAGE 240 CORRECTED BY OFFICIAL RECORDS BOOK 11864, PAGE 1954 (AS TO PARCEL B ONLY).
●			(20) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 9565, PAGE 1344 RE-RECORDED IN OFFICIAL RECORDS BOOK 11186, PAGE 331 (AS TO PARCEL B ONLY).
●			(21) EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 11439, PAGE 1177 (AS TO PARCELS A AND B).
	●		(22) UNITY OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 14847, PAGE 1775 (AS TO PARCEL A ONLY).
●			(23) EASEMENT(S) IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC. SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 15053, PAGE 414 (AS TO PARCEL A ONLY).
●			(24) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 15529, PAGE 481 (AS TO PARCEL A ONLY).
●			(25) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 16564, PAGE 712 (AS TO PARCEL A ONLY).
——			(26) NOTICE REGARDING LIENS RECORDED IN OFFICIAL RECORDS BOOK 15342, PAGE 726 (AS TO PARCEL A ONLY).
	●		(27) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, ASSESSMENTS AND OTHER PROVISIONS AS SET FORTH IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 11923, PAGE 861 AND AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 13154, PAGE 1892, OFFICIAL RECORDS BOOK 17516, PAGE 1987, OFFICIAL RECORDS BOOK 17595, PAGE 1781 AND OFFICIAL RECORDS BOOK 21438, PAGE 1886, AS CORRECTED BY OFFICIAL RECORDS BOOK 22831, PAGE 89.
	●		(28) DECLARATION REGARDING SURFACE WATER MANAGEMENT SYSTEM RECORDED IN OFFICIAL RECORDS BOOK 17852, PAGE 1417 RE-RECORDED IN OFFICIAL RECORDS BOOK 17914, PAGE 1352 (AS TO PARCEL B ONLY).
●			(29) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 18267, PAGE 28 (AS TO PARCEL B ONLY).
		●	(30) DECLARATION OF RECIPROCAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 17344, PAGE 1311 (AS TO PARCEL B ONLY).
●			(31) EASEMENT(S) IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC. SET FORTH IN INSTRUMENT(S) RECORDED IN OFFICIAL RECORDS BOOK 9631, PAGE 140 (AS TO PARCEL B ONLY).
●			(32) EASEMENT DEED IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 11123, PAGE 1051 (AS TO PARCEL B ONLY).
	●		(33) INDEMNITY AGREEMENT IN FAVOR OF SEACOAST UTILITY AUTHORITY RECORDED IN OFFICIAL RECORDS BOOK 11542, PAGE 1405 (AS TO PARCEL A ONLY).
		●	(34) DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 13545, PAGE 266 (AS TO PARCEL B ONLY).
●			(35) ACCESS, PARKING AND LANDSCAPE EASEMENT BY TWIN CITIES INVESTORS, INC., A FLORIDA CORPORATION AND DEVELOPERS OF NORTHLAKE, INC., A FLORIDA CORPORATION AND VILLAGE SHOPPES AT U.S.1, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED FEBRUARY 21, 2007 AND RECORDED FEBRUARY 22, 2007 IN OFFICIAL RECORDS BOOK 21438, PAGE 1917 (AS TO PARCEL A - WHEREIN EXHIBIT "B" IS MISSING).
●			(36) BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 21438, PAGE 1926, AS AMENDED BY RESTATED AND AMENDED BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 22756, PAGE 1941.
——			INTENTIONALLY DELETED
	●		(38) TERMS, CONDITIONS, AND PROVISIONS OF NOTICE OF LIEN RIGHTS IN FAVOR OF SEACOAST UTILITY AUTHORITY, RECORDED IN OFFICIAL RECORDS BOOK 22953, PAGE 1631.
	●		(39) NOTICE OF INTEREST BY SEACOAST UTILITY AUTHORITY RECORDED MAY 8, 2014 IN OFFICIAL RECORDS BOOK 26779, PAGE 403.
		●	(40) TERMS, CONDITIONS, AND PROVISIONS OF EASEMENTS IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC., RECORDED IN OFFICIAL RECORDS BOOK 9631, PAGE 136 AND OFFICIAL RECORDS BOOK 11563, PAGE 1152. (AS TO EASEMENT INTEREST PARCEL C)
		●	(41) TERMS, CONDITIONS, AND PROVISIONS OF EASEMENTS IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 11453, PAGE 1125 AND OFFICIAL RECORDS BOOK 11851, PAGE 1822. (AS TO EASEMENT INTEREST PARCEL C)
			(42) INTENTIONALLY DELETED
	●		(43) TERMS, CONDITIONS, AND PROVISIONS OF MEMORANDUM OF LEASE BY TWIN CITIES INVESTORS, INC. AND PUBLIX SUPER MARKETS, INC., RECORDED IN OFFICIAL RECORDS BOOK 10794, PAGE 716; TOGETGHER WITH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 11923, PAGE 943 BEING RE-RECORDED IN OFFICIAL RECORDS BOOK 11949, PAGE 266 AND AMENDED BY FIRST AMENDMENT TO MEMORANDUM OF LEASE RECORDED IN OFFICAL RECORDS BOOK 21438, PAGE 1843. (AS TO EASEMENT INTEREST PARCEL C)



LOCATION MAP

SURVEY REPORT

1. THIS BOUNDARY SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

2. SURVEY BASED ON THE PLAT OF NORTHLAKE PROMENADE SHOPPES, A PUD AND LEGAL DESCRIPTION IN THE TITLE COMMITMENT RECEIVED ON NOVEMBER 23,2021.

3. LEGAL DESCRIPTION AS SHOWN HEREON IS THE SAME AS THE TITLE COMMITMENT REFERENCED HEREON.

4. BEARING BASIS: NORTH 88°50'25" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF NORTHLAKE BOULEVARD, AS SHOWN ON PLAT BOOK 102, PAGES 130 AND 131.

5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD), PER FLOOD INSURANCE RATE MAP NO. 12099C0391F DATED OCTOBER 5, 2017 NO SEARCH FOR ANY MAP AMENDMENTS OR REVISIONS HAS BEEN MADE BY THIS OFFICE.

6. TOTAL AREA = 13.16 ACRES, MORE OR LESS.

7. EASEMENTS OR RESTRICTIONS SHOWN WERE FURNISHED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ORDER NO.: 9831395 DATED 03/04/2022 AT 8:00 AM. REVISION NUMBER "G" ON APRIL 5, 2022

8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1' IN 7,500'.

9. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).

10. ALTA, TABLE A ITEM 16 - THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

11. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
CERTIFIED TO:
NP-DEVLAND HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
CYPRESS REALTY OF FLORIDA, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY
GREENBERG TRAURIG, P.A.

12. © COPYRIGHT 2022 BY LIDBERG LAND SURVEYING, INC.
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8 AMD 16 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JUNE 15, 2023 .

LIDBERG LAND SURVEYING, INC.

Digitally signed by David C Lidberg
DN: c=US, o=LIDBERG LAND SURVEYING, dnQualifier=A01410D000001862D359E63000525C6, cn=David C Lidberg
Date: 2023.06.26 15:27:37 -04'00'

DATE OF SURVEY: JUNE 26, 2023 BY: _____

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

DATE:	REVISIONS:	BY:
06/15/2023	UPDATE SURVEY - WO15-095A-101 - PCK.F. - FB826 PG 70	E.C.
10/12/2022	SHOW ELEVATIONS - 15-095-105 - F.B. 814/45,71 K.F.	L.J.C.
04/08/2022	REVISE TITLE INFORMATION - 15-095-104A	L.J.C.
04/04/2022	UPDATE SURVEY - 15-095-104A NOTES FILED - A.M.	L.J.C.
12/21/2021	ADDRESS COMMENTS - •15-095-104	R.J.W.
09/15/2021	UPDATE SURVEY - •15-095-104 - FB792/64,65,66 K.F.	E.C.M.,J.C.

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

ALTA/NSPS LAND TITLE SURVEY
NORTHLAKE PROMENADE SHOPPES
PREPARED FOR:
NP-DEVLAND HOLDINGS, LLC

CAD. K:\UST \ 214243 \ 102-130 \ 15-095-112 \ 15-095-112.DGN			
REF.			
FLD. J.P.	FB.	PG.	JOB 15-095-112
OFF. CASASUS	687	38-40	DATE OCTOBER 5, 2015
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PARCEL 7
(P.B. 102, PGS. 130-131)
REMAINDER NOT INCLUDED

PARCEL R-3
(P.B. 102, PGS. 130-131)

PARCEL 4
(P.B. 102, PGS. 130-131)

PARCEL R-1
(P.B. 102, PGS. 130-131)

PARCEL 7
(P.B. 102, PGS. 130-131)
REMAINDER NOT INCLUDED

PARCEL 5
(P.B. 102, PGS. 130-131)

PARCEL ECKERD
(P.B. 102, PGS. 130-131)

PARCEL 6
(P.B. 102, PGS. 130-131)

PARCEL 1B
(P.B. 102, PGS. 130-131)

PORTION OF PARCEL 7
(P.B. 102, PGS. 130-131)

PARCEL A (FEE SIMPLE)
PARCEL I

PARCEL B (FEE SIMPLE)

PROPOSED LOT 1

PROPOSED LOT 2

PROPOSED LOT 3

101 U.S. HIGHWAY 1
EXISTING C.B.S. BUILDING
FINISHED FLOOR ELEV.=12.58

CORPORATE LIMITS - TOWN OF LAKE PARK

NORTH-SOUTH QUARTER SECTION LINE
CORPORATE LIMITS - VILLAGE OF NORTH PALM BEACH

CORPORATE LIMITS - TOWN OF LAKE PARK
VILLAGE OF NORTH PALM BEACH

NORTH QUARTER CORNER OF SECTION 21 - TOWNSHIP 42 SOUTH, RANGE 43 EAST
FND. PALM BEACH Co. BRASS DISK IN CONCRETE

NORTHLAKE BOULEVARD
(STATE ROAD 809)
N88°50'25"E 563.30'
CENTERLINE

PALMETTO ROAD
60' PLATTED R/W (PER P.B. 8, PG. 35)
N88°39'20"W 703.37'
SOUTH RIGHT OF WAY LINE
CENTERLINE
NORTH RIGHT OF WAY LINE

U.S. HIGHWAY NO. 1 (STATE ROAD 5)
BASELINE OF SURVEY (FDOT R/W MAP - SECTION 93040-2510)
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP - SECTION 93040-2510

P.O.B.
TRACT II
(O.R.B. 14359, PG. 1183)

P.O.B.
PARCEL A (FEE SIMPLE)
PARCEL I

P.O.C.
PARCEL A (FEE SIMPLE)
PARCEL II

P.O.B.
S.E. COR. PARCEL 1B

BENCHMARK(5003)
FOUND MAG NAIL & DISK LB #4431 TP
ELEV.=11.49

BENCHMARK(5004)
FOUND MAG NAIL & DISK LB #4431 TP
ELEV.=10.07

BENCHMARK(8007)
FOUND MAG NAIL
DISK LB #4431 TP
ELEV.=8.56

SEE DETAIL "A"

DETAIL "A"

MAINTENANCE R/W LINE AS SHOWN ON FDOT R/W MAPS SECTION 93040-2510

N88°39'20"W 5.68'
S24°49'52"W 6.54'
D=31°30'12" R=15.00' L=8.25'
14.21'
S06°40'20"E
NORTH R/W LINE
WEST R/W LINE
PALMETTO ROAD
U.S. HIGHWAY NO. 1

GRAPHIC SCALE IN FEET
SCALE: 1" = 50'
50 25 0 50 100

SANITARY
SAN #8961 TOP=12.05 E. INV=7.70 6"PVC N. INV=6.88 8"CLAY S. INV=6.85 8"CLAY
SAN #8838 TOP=9.54 N. INV=5.64 8"CLAY W. INV=5.61 8"CLAY
SAN #8224 TOP=11.37 W. INV=7.80 8"CLAY
SAN #8224 TOP=11.58 S. INV=7.97 8"CLAY
SAN #8153 TOP=10.53 E. INV=6.55 8"CLAY N. INV=6.66 8"CLAY W. INV=6.51 8"PVC

STORM
CB #8862 TOP=8.91 N. INV=5.61 18"RCP
CB #8909 TOP=9.15 S. INV=5.68 18"RCP N. INV=5.60 18"RCP
CB #8983 TOP=9.57 S. INV=5.67 18"RCP
CB #8900 TOP=9.02 N. INV=5.82 18"RCP S. INV=5.76 18"RCP
CB #8449 TOP=9.27 N. INV=3.30 12"CMP W. INV=6.37 12"PVC
CB #8257 TOP=10.75 E. INV=7.71 12"PVC S. INV=7.72 8"PVC W. INV=7.71 4"PVC
CB #8270 TOP=11.13 N. INV=8.31 8"PVC
CB #8338 TOP=11.59 NO VISIBLE PIPES PLUGGED
CB #8582 TOP=11.36 W. INV=9.36 4"PVC (3)
CB #8189 TOP=9.42 N TOP OF WEIR=6.89 18"CMP E. INV=5.42 12"RCP W. INV=5.37 12"CMP
CB #8127 TOP=10.37 N. INV=7.80 18"CMP FILLED WITH WATER
CB #8200 TOP=9.60 S. INV=5.00 18"CMP NW INV=4.37 18"CMP E. INV=4.35 15"CMP
CB #3043 TOP=11.37 SW INV=9.00 15"PVC
CB #8852 TOP=8.85 N. INV=5.87 18"RCP
CB #813 TOP=9.41 NW INV=3.60 12"CMP S. INV=3.65 12"CMP
STMH #8223 TOP=10.94 SE INV=3.74 12"HDPE WSE INV=5.94 18"HDPE

ABBREVIATIONS:
(C) - CALCULATED
C.B.S. - CONCRETE BLOCK STRUCTURE
C.M.B. - COMMISSIONERS MINUTES BOOK
CMH - CONFLICT MANHOLE
C.P. - CONCRETE POLE
D.B. - DEED BOOK
F.H. - FIRE HYDRANT
FND. - FOUND
F.P.L. - FLORIDA POWER & LIGHT
I.P. - IRON PIPE
INV. - INVERT
I.R. - IRON ROD
LB - LICENSE BUSINESS
LP - LIGHT POLE
LS - LICENSE SURVEY
M - MEASURED
MH - MANHOLE
M.H.W. - MEAN HIGH WATER
MON. - MONUMENT
O.R.B. - OFFICIAL RECORD BOOK
(P) - PLAT
P.B. - PLAT BOOK
P.R.M. - PERMANENT REFERENCE MONUMENT
R.O.W. - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
R.P.B. - ROAD PLAT BOOK
(S) - SURVEY
SSMH - SANITARY MANHOLE
SMH - STORM MANHOLE
SBTMH - SOUTHERN BELL TELEPHONE MANHOLE
STMH - STORM MANHOLE
TB - TRAFFIC BOX
TLP - TRAFFIC LIGHT POLE
TV - TELEVISION
U.E. - UTILITY EASEMENT
WP - WOOD POLE
WUP - WOOD UTILITY POLE
WV - WATER VALVE

DATE:	REVISIONS:	BY:

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

ALTA/NSPS LAND TITLE SURVEY
NORTHLAKE PROMENADE SHOPPES
PREPARED FOR:
NP-DEVLAND HOLDINGS, LLC

CAD.	K:\UST \ 214243 \ 102-130 \ 15-095-112 \ 15-095-112.DGN		
REF.			
FLD. J.P.	FB. 287 38-40	PG.	JOB 15-095-112
OFF. CASASUS			DATE OCTOBER 5, 2015
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THE VILLAGE OF
NORTH PALM BEACH
JULY 15 2024
COMMUNITY DEVELOPMENT
RECEIVED

2GHO INC.
LA-0000530
Landscape Architects ■ Planners ■ Environmental Consultants
George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney FASLA, PLA, LEED®AP, BD&C

VILLAGE PLACE
AKA: VILLAGE SHOPPES
PLANNED UNIT DEVELOPMENT
NORTH PALM BEACH, FLORIDA
JUSTIFICATION STATEMENT
AUGUST 21, 2023
REV. JUNE 25, 2024

Introduction

2GHO, Inc., on behalf of the Owner(s), NP-Devland Holdings, LLC, NP-Devland North, LLC, and NP-Devland East, LLC; respectfully requests the Village's review and approval of an infill redevelopment mixed-use proposal for the Village Shoppes. Located at the intersection US Highway 1, and Palmetto Drive, the total site area is approximately 13.155 acres, and has a future land use designation of Commercial, and zoning designation of C-3; Regional Business District. Note, over the course of the past year, the Owner has diligently worked with the staff, Village Council, and stakeholders to present a project that will not only be a marquee development within the Village of North Palm Beach, but also adhere to the goals, policies, and objectives of the adopted Comprehensive Plan, Zoning Code, and the newly adopted C-3 Regional Business District Code.

Pursuant to the recently adopted Planned Unit Development provisions for the C-3 Regional Business District, the development team has provided a Master Plan that provides for Retail/Commercial, Civic Open Space, Apartments, Senior Living, Condominiums, and hotel.

The uses indicated above will foster a transformative development for the Village that will be seen as an asset for the residents, and the end users. The old Twin City Mall site has been an eyesore on the prime corner of the Village and this new plan will bring this inactive site into a destination location for the Village.

Site History

The proposed redevelopment will replace what was once known as the Twin City Mall. Twin City Mall, which opened in 1971, was an enclosed shopping mall that was located in North Palm Beach and Lake Park.

Twin City Mall was first proposed in early 1969. The mall, which landed in both North Palm Beach and Lake Park would connect an existing J.M. Fields and Food Fair with a new Sears store. The mall had its grand opening on July 21, 1971, with 35 stores ready for opening day. Other major tenants included a Fountain's department store, a G. C. Murphy, and a theater operated by Budco Theatres noted as the first in the Palm Beach area with an automated projection system.

J.M. Fields would close with the chain in 1978, leaving the Twin City Mall location to be taken over by Jefferson Stores.

During the 1980's, the mall saw the exodus of several stores, and the center started to be met with "mixed" reaction. With the opening of the Gardens Mall in 1988, the last of the notable stores began to vacate, leaving the mall with a high vacancy rate.

Initiatives to redevelop this site started as soon as the early 90s, with plans for a temporary campus for FAU, or as a mixed-use site with offices and retail. Plans were also submitted in 1995 to demolish the building, and redevelop as a traditional shopping center. None of these development approaches came to fruition.

More recently (within the last 20 years), a portion (Lake Park side) of the site was redeveloped into Northlake Promenade Shoppes, and the subject site area (North Palm Beach side) was redeveloped as Village Shoppes.

Infill Redevelopment
The Owners, and project team have taken the task of carefully designing a logical plan that can utilize existing services, while staying sensitive to the surrounding community, and proposing uses that are in high demand, which accomplishes some of the basic tenants of infill redevelopment.

As South Florida's real estate market has matured, it faces a challenge similar to other mature markets: the increasing scarcity of developable land. Already faced with limited availability of vacant land due to geographic constraints, the rapid and dynamic growth of the South Florida counties (including Palm Beach) over the past several years has left developers with fewer greenfield development options, particularly in suburban areas, such as North Plam Beach.

The proposed mix of uses is logical, due to the fact of when a wide variety of uses are located in close proximity to each other, walking and cycling can now become practical means of travel. For mixed use development to succeed, varied land uses should be within convenient walking distance of each other (one quarter mile, 5-10 minutes) and there must be direct, safe, and convenient connections between the uses, which this proposal intends to provide.

Residents in mixed use developments can take care of many daily needs without having to drive elsewhere, and can contribute vitality and interest for residents, additional customers for neighborhood businesses, and a variety of housing choices.

Last, the Owners appreciate North Palm Beach's commitment to strategize for, and promote redevelopment/revitalization initiatives within the Village. As evidenced with the recent upgrades to the North Palm Beach Country club, the Village has set the stage for more improvements within the area. The Owner's looks forward to approval of their proposal which will provide for reinvestment back into the existing community.

Proposed Master Site Plan

The portion of this justification statement will provide a brief overview of the proposed master plan as well as conceptual information regarding drainage, traffic impacts, architectural style, landscape design, and a phasing schedule.

The 13.155-acre Master Plan is divided into 4 parcels, and proposes maximum F.A.R for the parcels. The total F.A.R for the development will not exceed 2.75, consistent with recently updated Comprehensive Plan and zoning code provisions.

The chart below highlights the Owner's proposal:

Proposed Development Parcels

Parcel	Acreage	Proposed Development Parameters
Parcel 1	2.70 ac	Max Height – 14 stories
Parcel 2	4.99 ac	Max Height – 14 stories
Parcel 3	1.34 ac	Max Height – 9 stories
Parcel 4	1.61 ac	Max Height – 9 stories
Civic Open Space	1.36 ac	N/A
Road ROW	1.155 ac	Roadway for project
Total	13.155 ac	

Proposed F.A.R. for Development

Retail/Commercial/Public Service	.229
Apartments	1.596
Senior Living	.347
Condominiums	.344
Hotel	.234
Total	**2.75 (MAX) = 1,575,851 sf**

The buildings are situated such that the proposed 9-story buildings are along the eastern perimeter of the property, with the taller 14-story buildings interior to the site that will provide views to the water. Further, the development area exceeds the minimum required 5 acres, and will be developed as a cohesive project. The project includes 1.36 acres of Civic /Open Space (which exceeds the code minimum of ½ acre for a development). While the exact form and function of the civic space has yet to be finalized, it has the potential to include a park, plaza area, courtyard, playground, or any combination of the same.

Drainage

The project stormwater management system will be designed to retain onsite the entire runoff volume of any storm event up to and including the 25-year, 3-day storm event in accordance with the Master South Florida Water Management District Permit No. 50-04324-P. The existing South Florida Water Management District Permit will be modified to include Parcels 2, 4 and a portion of Parcel 3. Water quality for each parcel will be provided for via exfiltration trench. Water quantity will be provided in existing lakes and proposed storm chambers. Project grading

will match previously permitted elevations with the South Florida Water Management Permit No. 50-04324-P

Traffic
With this submittal, a traffic statement has been provided that analyzes the proposed development's impact on the surrounding major throughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code (ULDC). Based on the existing and project traffic characteristics and distribution, as well as the existing and future roadway network geometry and traffic volumes, the overall project meets the Link/Build-Out Test, and Five-Year analysis test, as required by Plam Beach County Traffic Performance Standards. For more information, please refer to the included traffic statement.

Architecture
Village Place stands as a transformative urban project, skillfully interweaving residential, retail, and hospitality. At its heart, an expansive central park serves as the bustling focal point, its vibrant energy mirrored in activated retail spaces surrounding its periphery.

This development emphasizes a pedestrian-oriented approach, connecting urban activity with natural settings. A lush, immersive landscape flourishes, inviting residents and visitors to explore and interact. On the ground level, the design creates spaces for activation and relaxation, supported by natural finishes that complement the surroundings. Exterior pedestrian paver sidewalks and outdoor furnishings enhance the outdoor experience and connect the user with the natural habitat.

As the structure rises above the retail podium, a shift in architectural style becomes evident. A timeless contemporary design aesthetic takes precedence, featuring clean lines and skillful use of materials. Balconies become private retreats, capturing ample natural light and expansive views. The design palette balances light finishes with natural textures, cultivating a sense of refined luxury.

Architectural diversity is achieved through a thoughtful interplay between solid and void, fostering a dialogue between mass and space. Balconies vary in design, blending recessed and protruding elements, while a sequence of punched openings, ranging from large to small, evokes the spirit of tropical modernism, spanning both past and present inspirations.

Atop the structure, activated rooftop podiums offer residents a dynamic space. The building's massing is responsive and resilient, catering to the demands of the urban environment while maintaining a landscape-forward and human-scaled approach.

In summary, this architectural narrative captures a synthesis of urbanity and nature. The interplay of materials, spatial arrangements, and purpose converge to redefine urban living, resulting in a project that is both timeless and contemporary.

Landscape Design
The goal of the landscape design for this project is to enhance the daily life of its users, as well as the neighboring residents. The proposed conceptual landscape design seeks to establish perimeter landscape buffers for the project by suggesting a variety of buffer trees/palms, complete with recommended buffer understory plantings. This project will propose perimeter trees for all specified buffers that exceed the current minimum landscape code requirement. The end result will spur the ability to create pleasing spaces that will have immediate social and environmental benefits for the surrounding areas. With this submittal, the project team has provided a conceptual landscape plan that detail the proposed buffers for the project.

Phasing Schedule
It is the Owner's intent to place the infrastructure for the entirety of the project, as well as the public/civic open space within the first phase of this project. All future phases for the proposed parcels will occur based on market demand.

Consistency with North Palm Beach Adopted Policies
This subject application is a culmination of numerous months of coordination with staff members, Village Council, and stakeholders to arrive at a Master Plan that recognizes the importance of this property, by capturing the true essence of redevelopment. In this quest, the team has focused its efforts around proposing a design, and programmatic function that aligns with several of the Village's adopted plans. This portion of the narrative will provide analysis on how the proposed master plan meets the established visions, goals, and policies.

Consistency with the Comprehensive Plan

3.2 Village Goal Statement:
It is also the intention of the Village to provide mechanisms and processes to promote the redevelopment of obsolete, underutilized, and underproductive areas of the Village. The Village shall provide flexibility in the land development regulations to promote such redevelopment, including but not limited to encouraging mixed-use development, connectivity, pedestrian-oriented development, reduction of dependence on vehicles, creation of open/public/civic gathering spaces, and otherwise promoting the economic, development, housing, and other public policy goals of the Village.
Response: The Owner's Master Plan proposal is directly consistent with the above goal. It is taking advantage of a newly adopted mechanism that promotes the upgrading of a site that has long been underutilized.

The plan will in fact enhance connectivity, and provide for substantial civic/public spaces which will further add to the economic viability of this area.

Table 3-1 Land Use Classification System:
Commercial: Land uses and activities within land areas which are predominantly related to the sale, rental and distribution of products and the provision or performance of services. Within the Commercial classification, residential and other uses may also be permitted in accordance with the mixed-use policies of the Comprehensive Plan and the Village's land development

regulations.
Response: The Commercial land use designation of this property is consistent with the proposed master plan, as all uses are not in conflict with any of the adopted policies of the Comprehensive Plan.

Citizens' Master Plan

In August of 2015, the Palm Beach MPO, partnered with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and economic vitality for the Village. One of the key recommendations of the Master Plan was to prioritize redevelopment areas, and the subject property was one of the main sites that were targeted. The Plan goes on to describe the potential redevelopment that could be supported on the subject site.
"The site is large enough to accommodate a significant project. Buildings tall enough to afford water views could be incorporated without impacting existing residences. Currently, the project turns its back to adjacent houses, negatively impacting physical and economic potential, particularly for the residential uses. Since half of the site is located within the boundary of Lake Park, a clear vision that both municipalities support is a crucial tool to encourage investment."

Response: The proposed uses of the Master Plan are in line with the majority of uses identified in the market analysis done for the Village by TCRPC. The property Owner has used the Citizen's Master Plan and the newly adopted C-3 Regional Business District Code as a guide to program the proposed development, and was successful in achieving the vision for the Twin City mall site, which incorporates residential as an integral use of the project.

Housing – The residential housing market in North Palm Beach has fully recovered from the 2007 recession. While population growth has remained modest within the Village, entitlements granted for the 2014 Water Club project (which quickly sold out) resulted in 172 multi-family starts, indicating a clear market demand. Additionally, it should be noted that with no new inventory being produced in the Village of North Palm Beach in the last several years, there is not a significant opportunity to increase the tax base within the Village. The residential units proposed in this development will provide for the opportunity to; a) provide additional residential units to help meet current market demand, and add to the economic vitality of the Village by increasing the tax base.

Hotel Market – A recent study suggests a demand for additional rooms within the Village. As such, a proposed hotel use will help to fill that demand, as the intent will be to seek a well-qualified hotel developer/operator.

Senior Living – While it was not an area of focus in the market study, additional senior living opportunities are becoming more important in Palm Beach County. With 25% of the population now over the age of 65 (***2022 Census Data estimates***), opportunities for senior living communities should be welcomed.

Consistency with the Village Zoning Code

Sec. 45-34.1 C-3; Regional Business District

The C-3 Regional Business District is designed for the re-use and/or redevelopment of commercial property. It contains special regulations and procedures that are integrated with those of the Town of Lake Park to avoid conflicts that could otherwise be created by the location of the town/village boundary. Below is a table demonstrating that all proposed uses are permitted by code.

Village Place – Proposed Uses

Use	Uses Permitted	By PUD Only
Retail/Commercial	✓	
Apartments/Condos	✓	
Hotel	✓	
Senior Living		✓
Civic / Public Space	✓	

Section 45-34.1 (10) states that the Village's intent us to provide a mechanism and process to promote the redevelopment of the obsolete and underutilized areas of the C-3 Regional Business district with large scale, master-planned projects that promote a mix of uses; connectivity; pedestrian-oriented development; removal of surface parking; creation of public/civic gathering spaces; and shopping, entertainment, and restaurant uses within the form of an urban neighborhood incorporating residential development as an integral use.

Response: The proposed Master Plan accomplished a mix of uses, public/open space, and provides for the ability of an urban type development. By utilizing the allowed PUD process, the Owner will be able to properly facilitate redevelopment and accomplish the goals of the Village, as described throughout this justification statement.

Further, the proposed master plan meets the following thresholds, established by Section 45-34.1 (10)(a)

- Exceeds the minimum required 5 contiguous acres, and will be developed as one overall development project;
- Under unified control of a Master Property Owner's Association, which will consist of two sub-associations (one for the residential component, and one for the non-residential component)
- Exceeds the ½ acre Civic/Open Space requirement, by providing 1.36 Acres;
- Exceeds the minimum of 90,000 sf of non-residential uses;
- Provides for a cohesive mixture of uses featuring retail, hotel, and multiple residential product types that will aid in the creation of a functional living, shopping, and/or working environment;
- The project will provide enhanced pedestrian amenities (such as awnings canopies, outdoor art, or seating areas), as the developer commits to providing paver walkways in all civic spaces, outdoor art or fountain in the pedestrian access way connecting to US1,

and awnings or canopies wherever there are outdoor dining seating areas and a minimum of 8 seating areas in the civic sites.

- Provides enhanced quantity and sizes of landscape materials along public right of ways ***(20% increase for min. tree height, and buffer tree spacing, 17% increase for shade tree height, and 25% increase for palm tree clear trunk)***
- Provides pedestrian connections and amenities as well as increased Civic/Open Space element that will provide an unprecedented public space for the users and residents of the project and the Village of North Palm Beach.

Consistency with PUD policies

Per the Village of North Palm Beach's Planned Unit Development Submittal Checklist, the Owner will demonstrate how the subject proposal conforms to the established standards set forth below:

A. *That the proposed change would not be contrary to the Village's Future Land Use Element and would not have an adverse effect on the Comprehensive Plan.*

   Response: To the contrary, the Owner's proposal is directly consistent with the Village's Goal within the Future Land Use Element, as described in a previous section within this document. All facets of the proposed development will be aligned with the adopted goals, policies, and objectives of the Comprehensive Plan.

B. *That the proposed use or uses shall be of such location, size and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated.*
   Response: As described in a previous section in this justification statement, the master plan is consistent with the PUD requirements stipulated in the C-3 Regional Business Zoning District.

C. *That the proposed use or uses shall not be detrimental to the orderly development of adjacent zoning districts.*

   Response: There will be no adverse impact to adjacent zoning districts, as the proposed uses have been suggested by a previous market analysis for the Village of North Palm Beach. In fact, the proposed project will bring users into the area and provide a stimulus for other business, offices and restaurants throughout the US Highway One and Northlake Boulevard corridors.

D. *That the location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it, shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood.*

Response: With this application submittal, the Owner has submitted a traffic statement which concludes that the traffic generated for this project will not conflict with the normal established traffic patterns and meets the County Traffic Performance Standards as adopted by the Village of North Palm Beach.

E. *That the location and height of buildings, the location, nature and height of walls and fences, and the nature and extent of landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.*
Response: It is the Owner's intent to ensure that this standard is upheld with the proposed development. Through the site plan review process, these items will be adequately site planned in a way that will not hinder any development possibilities for adjacent parcels.

F. *That the standards of density and required open space in the proposed project are at least equal to those required by this ordinance in the zoning district in which the proposed project is to be located, except as may be permitted for key redevelopment sites through subsection 45-35.1. VIII.*

Response: The proposed Master Plan is based on maximum FAR, which is consistent with the requirements listed in the Comprehensive Plan and zoning code. The FAR proposed is also consistent with the requirements of the Town of Lake Park, Florida.

G. *That there shall be no uses within the proposed project which are not permitted uses in the zoning district in which the proposed project is to be located.*
Response: All proposed uses are either permitted by right, or through the PUD process.

Conclusion

In closing, the Owner proposes a Planned Unit Development mixed-use project that will redevelop the North Palm Beach portion of the Twin City mall site; an area that has been long contemplated for redevelopment. The developer has taken extreme care in listening to the concerns and wishes of staff, councilmembers, and stakeholders to propose a mix of uses that are logical, and reinvest into the local economy. This proposal is directly consistent with the Village's Goals stated in the Comprehensive Plan, and will be an asset to not only North Palm Beach, but the greater Palm Beach County area, furthering health, safety, welfare ideals. With this, 2GHO, Inc. respectfully requests review and approval of this submitted PUD Application.

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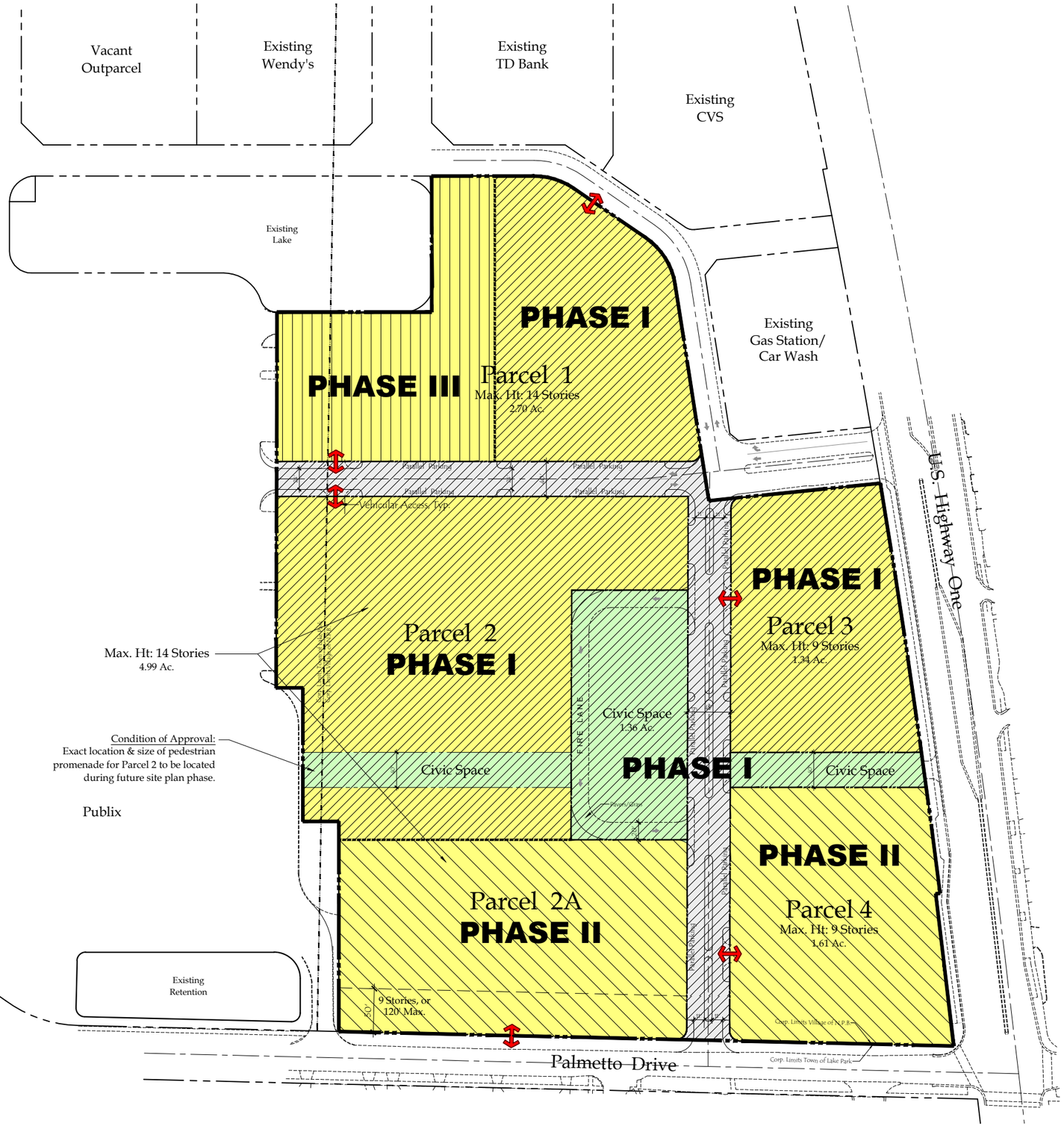
LANDSCAPE ARCHITECTURE & PLANNING
1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
www.2GHO.com

Village Place
Mixed-Use Development



The limits & areas of phasing are Subject to Change based on market demands, economic factors, etc.

NORTH

0 30 60 120 180

Designed:	MTH
Drawn:	MTH
Approved:	GGG MTH EMO
Date:	8/21/23
Job no.	
Revisions:	10/17/23
	5/7/24
	7/1/24
Cad no.	CAD0

Seal

LC C000177

Sheet Title:
Master Phasing Plan

Scale: 1" = 60'

Sheet No.
P-1
00-0000

P:\Village Shoppes - Cypress Realty\Drawings\Master Plan\Submittal 6-21-24\Master Plan 7-1-24.dwg, 7/1/2024 11:00:57 AM, DWG To PDF.pc3

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Site Data

Total Site Area	13.155 Ac.; 573,037 s.f.
Existing Land Use	Commercial
Existing Zoning	C-3; Regional Business District
*Estimated Population	2,236± people

FAR Data

Retail/Commercial/ Public Service	.229 FAR
Apartments	1.596 FAR
Senior Living	.347 FAR
Condominiums	.344 FAR
Hotel	.234 FAR
Total FAR	2.75 (Max.), 1,575,851 s.f.

* Based on US Census Bureau data from 2017-2021 for the Village of NPB.

Design Team:

Owner/Developer
NP Devland Holdings, LLC
c/o Cypress Realty of Florida, LLC
3910 RCA Boulevard, Suite 1015
Palm Beach Gardens, FL 33410
561-768-9288
salour@cypressrealtyfl.com

Architect
Gensler
545 NW 26th Street, Suite 250
Miami, FL 33127
561-305-350-7070
alan_noah-navarro@gensler.com

Landscape Architect/Planner
2GHO, Inc.
1901 Commerce Lane, Suite 101
Jupiter, FL 33458
561-575-9557
george@2gho.com

Civil/Traffic Engineer
Simmons & White
2581 Metrocentre Boulevard, Suite 3
West Palm Beach, FL 33407
561-478-7848
rob@simmonsandwhite.com

Surveyor
Lidberg Land Surveying, Inc.
675 W. Indiantown Road
Jupiter, FL 33458
561-746-8454
david@lidberg.net

Civil Engineer (Plat)
Keshavarz & Assoc., Inc.
711 N. Dixie Highway, #201
West Palm Beach, FL 33401
561-689-8600
maziar@keshavarz.com

Land Use Attorney
Shutts & Bowen LLP
525 Okeechobee Blvd., #1100
West Palm Beac, FL 33401
561-835-8500
hoyer@shutts.com

Legend

- Building Footprint
- Building Towers
- Parking

THE VILLAGE OF NORTH PALM BEACH
JULY 9 2024
COMMUNITY DEVELOPMENT
RECEIVED

Transfer of density, square footage & FAR is permitted from parcel to parcel, as long as the overall Total Maximum Allowable is not exceeded.

NORTH

0 30 60 120 180

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Jupiter, Florida 33458
561-575-9557
www.2GHO.com

Village Place
Mixed-Use Development

Designed:	MTH
Drawn:	MTH
Approved:	GGG MTH EMO
Date:	8/21/23
Job no.	
Revisions:	10/17/23
	11/7/23
	5/2/24
	7/1/24
Cad no.	CAD0

Seal

LC C000177

Sheet Title:
Master Development Plan

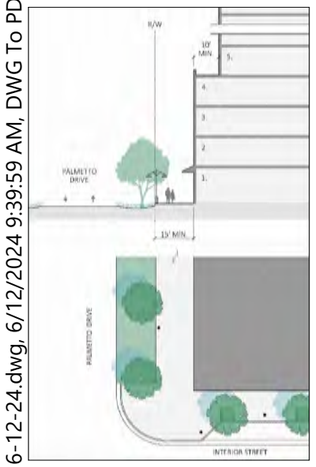
Scale: 1" = 60'

Sheet No.
M-1
00-0000

P:\Village Shoppes - Cypress Realty\Drawings\Master Plan\Submittal 6-21-24\Master Plan 7-1-24.dwg, 7/8/2024 11:43:01 AM, DWG To PDF.pc3

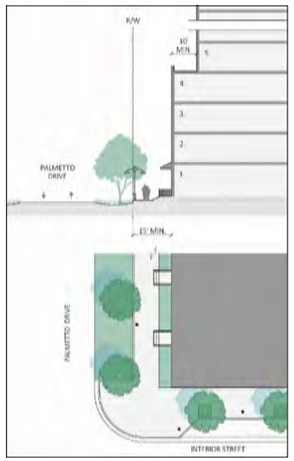
P:\Village Shoppes - Cypress Realty\Drawings\Master Plan\Conceptual Landscape Plan\Conceptual LP 6-12-24.dwg, 6/12/2024 9:39:59 AM, DWG To PDF.pc3

Perimeter Buffers:



Buffer A1

*Perimeter Trees 25' o.c., Min.



Buffer A2

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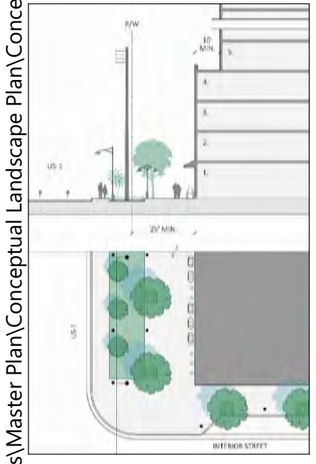

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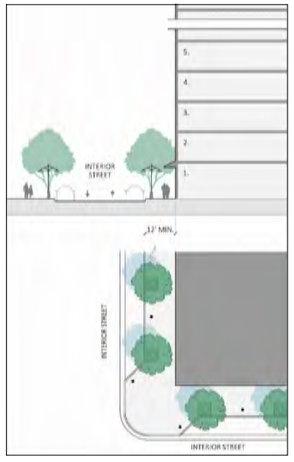

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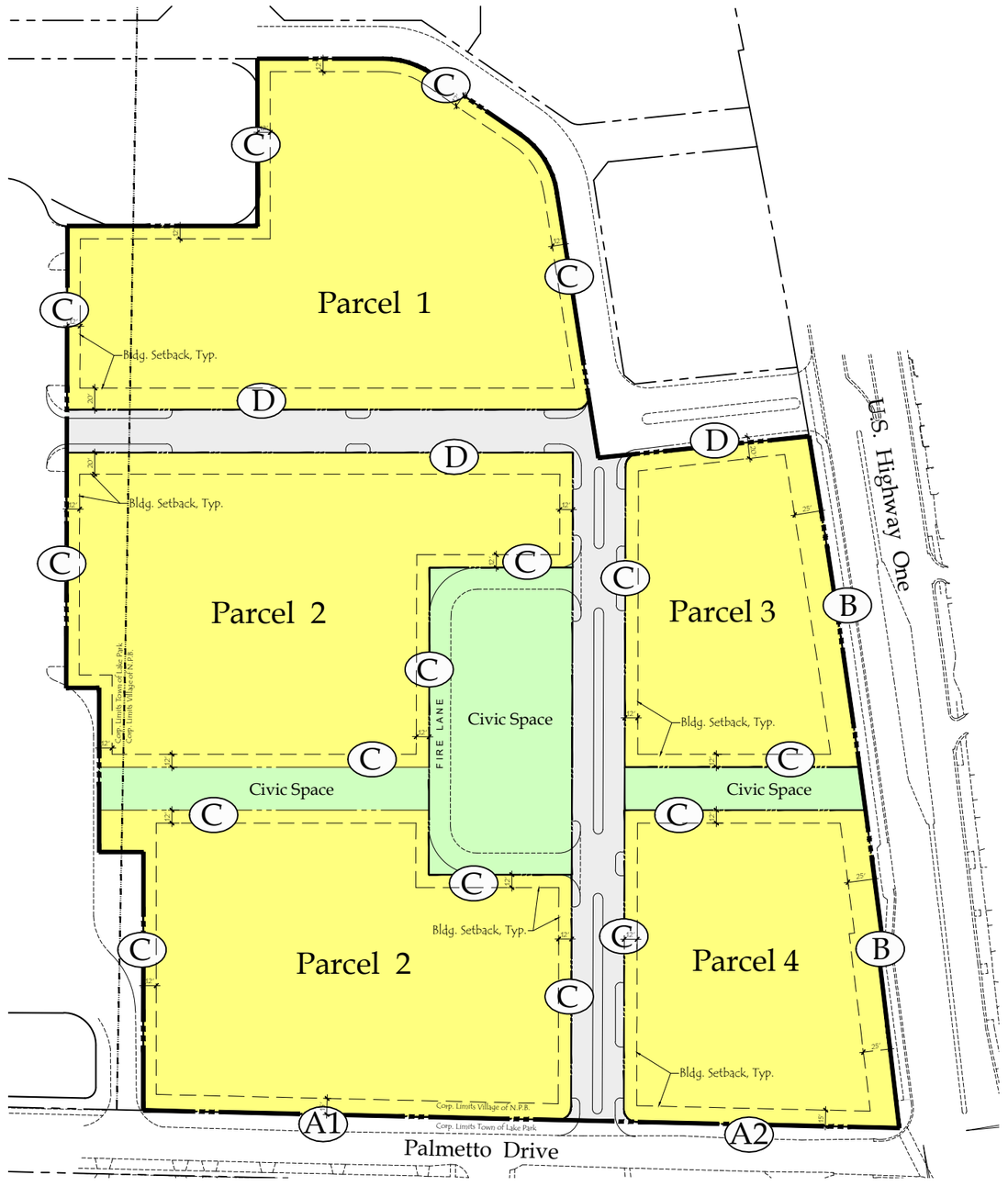

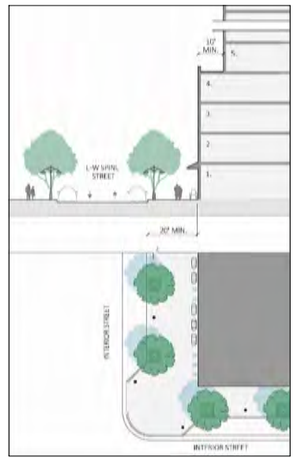

Buffer D

*Perimeter Trees 25' o.c., Min.

Notes:
*- All trees must be 10' o.a.
*- All Shade Trees must be 14' o.a.
*- All Palms must be 10' clear trunk

*Indicates exceeds min. code requirement

Suggested Buffer Trees/Palms:

Live Oak (sp.)
Gumbo Limbo
Crape Myrtle
Japanese Blueberry
Brazilian Beauty Leaf
Silver Buttonwood
Black Ironwood
Royal Palm
Cabbage Palm
Alexander Palm
Date Palm (sp.)
Mongomery Palm
Christmas Palm

Suggested Buffer Understory:

Cocoplum
Green Island Ficus
Podocarpus
Dwarf Yaupon Holly
Green Liriope
Dwarf Pitch Apple
Schefflera
Muhly Grass
Cord Grass
Dwarf Fakahatchee Grass

NORTH

0 30 60 120 180

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Village Place
Mixed-Use Development

Designed: MTH
Drawn: MTH
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Date: 8/21/23
Job no.
Revisions: 10/17/23, 5/7/24, 6/12/24
Cad no. CAD0
Seal

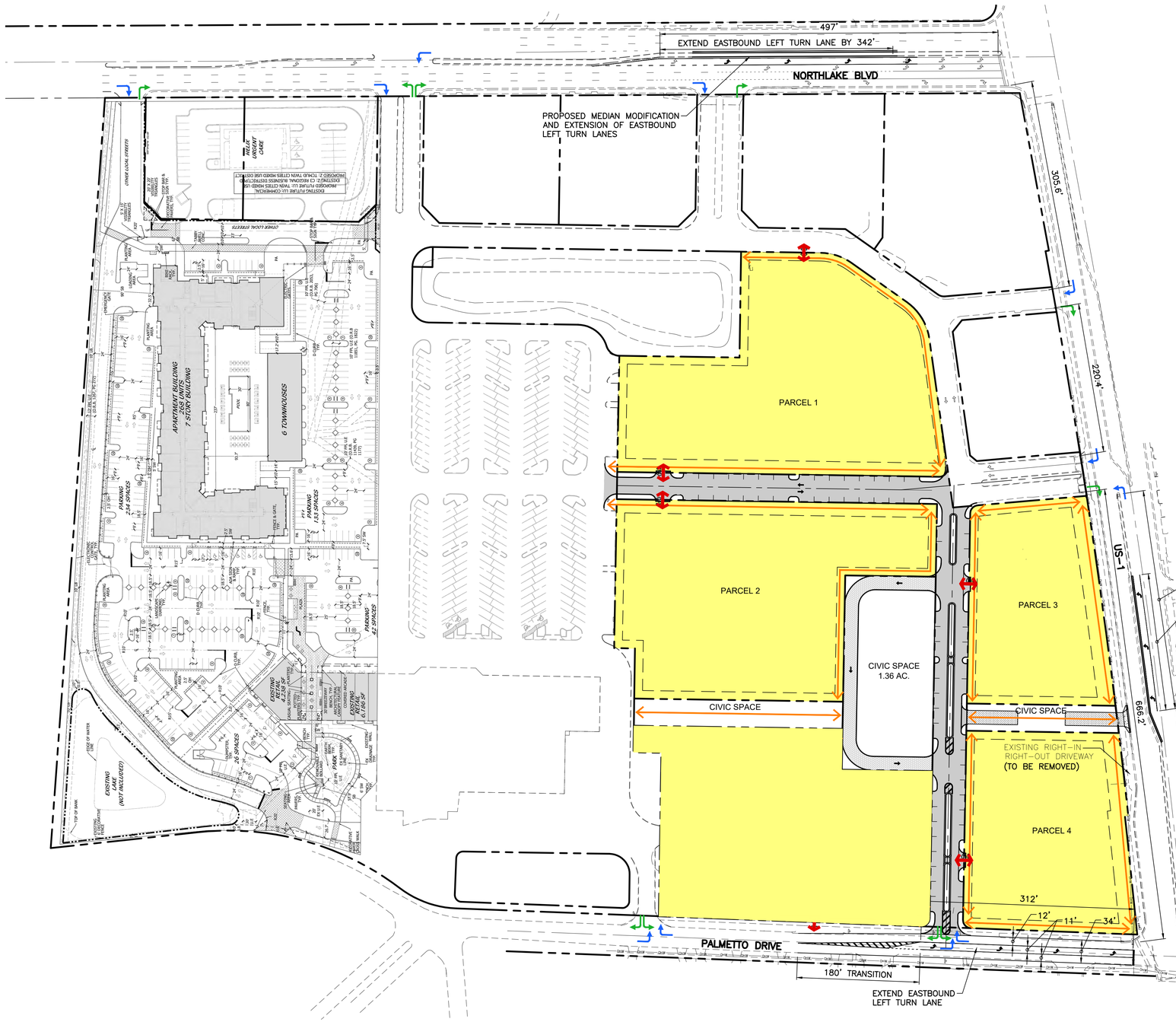
LC C000177

Sheet Title:
Conceptual Landscape Plan

Scale: 1" = 60'

Sheet No.
CLP-1

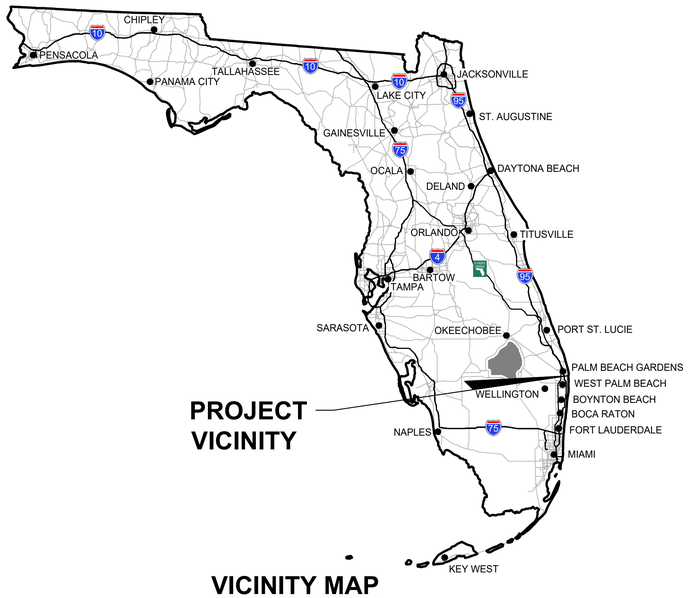
00-0000


497'
EXTEND EASTBOUND LEFT TURN LANE BY 342'
NORTHLAKE BLVD
PROPOSED MEDIAN MODIFICATION AND EXTENSION OF EASTBOUND LEFT TURN LANES
305.6'
220.4'
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
CIVIC SPACE
1.36 AC.
CIVIC SPACE
CIVIC SPACE
US-1
324'
EXTEND NORTHBOUND LEFT TURN LANE BY 202'
666.2'
EXISTING RIGHT-IN RIGHT-OUT DRIVEWAY (TO BE REMOVED)
312'
12'
14'
34'
PALMETTO DRIVE
180' TRANSITION
EXTEND EASTBOUND LEFT TURN LANE
APARTMENT BUILDING 206 UNITS 7 STORY BUILDING
6 TOWNHOUSES
EXISTING 1,786 SF
EXISTING 4,214 SF
EXISTING 1,440 SF
EXISTING 1,440 SF
EXISTING 1,440

CONCEPTUAL SITE DEVELOPMENT PLANS

VILLAGE PLACE

SECTION 16 & 21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA



VICINITY MAP
NOT TO SCALE

LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
1	TITLE SHEET
2	CONCEPTUAL DEMOLITION PLAN
3-4	CONCEPTUAL PAVING, DRAINAGE WATER AND WASTEWATER PLAN

Eric J. Luipersbeck, P.E., State of Florida, Professional Engineer, License No. 98091

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ERIC J. LUIPERSBECK LICENSE No. 98091 7/3/2024 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.) REVISED PER SITE PLAN, 11/09/23 B.L.

REVISIONS

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 5452
2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848

VILLAGE PLACE
SECTION 16 & 21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA
TITLE SHEET

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

JOB NO.	DRAWING NO.	SHEET	OF
21-191	21191C01	1	4

LOCATION MAP
NOT TO SCALE

N

80 40 0 80 160
SCALE IN FEET
1"=80'

LEGEND

x18.44	EXISTING GRADE ELEVATION
	SAWCUT & REMOVE EXISTING ASPHALT, CONCRETE, CURB, ETC.
	EXISTING OVERHEAD POWER LINE & POWER POLE
STM	EXISTING STORM DRAINAGE PIPE
WTR	EXISTING WATER MAIN
SAN	EXISTING SEWER MAIN
	EXISTING STORM DRAINAGE PIPE (TO BE REMOVED)
	EXISTING WATER MAIN (TO BE REMOVED)
	EXISTING SEWER MAIN (TO BE REMOVED)

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. (561) 746–8454.

Eric J. Luipersbeck, P.E., State of Florida, Professional Engineer, License No. 98091

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Authorization No. 3452
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VILLAGE PLACE
SECTION 16 & 21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA
CONCEPTUAL DEMOLITION PLAN

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

JOB NO.	DRAWING NO.	SHEET	OF
21-191	21191C02	2	4

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NOTES:

1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

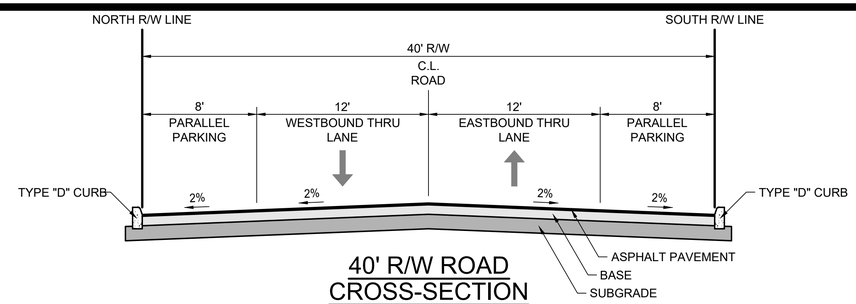
2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SEACOAST UTILITY AUTHORITY AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.

4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.

5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.

6.) FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.



40' R/W ROAD CROSS-SECTION

SCALE 1"=5'

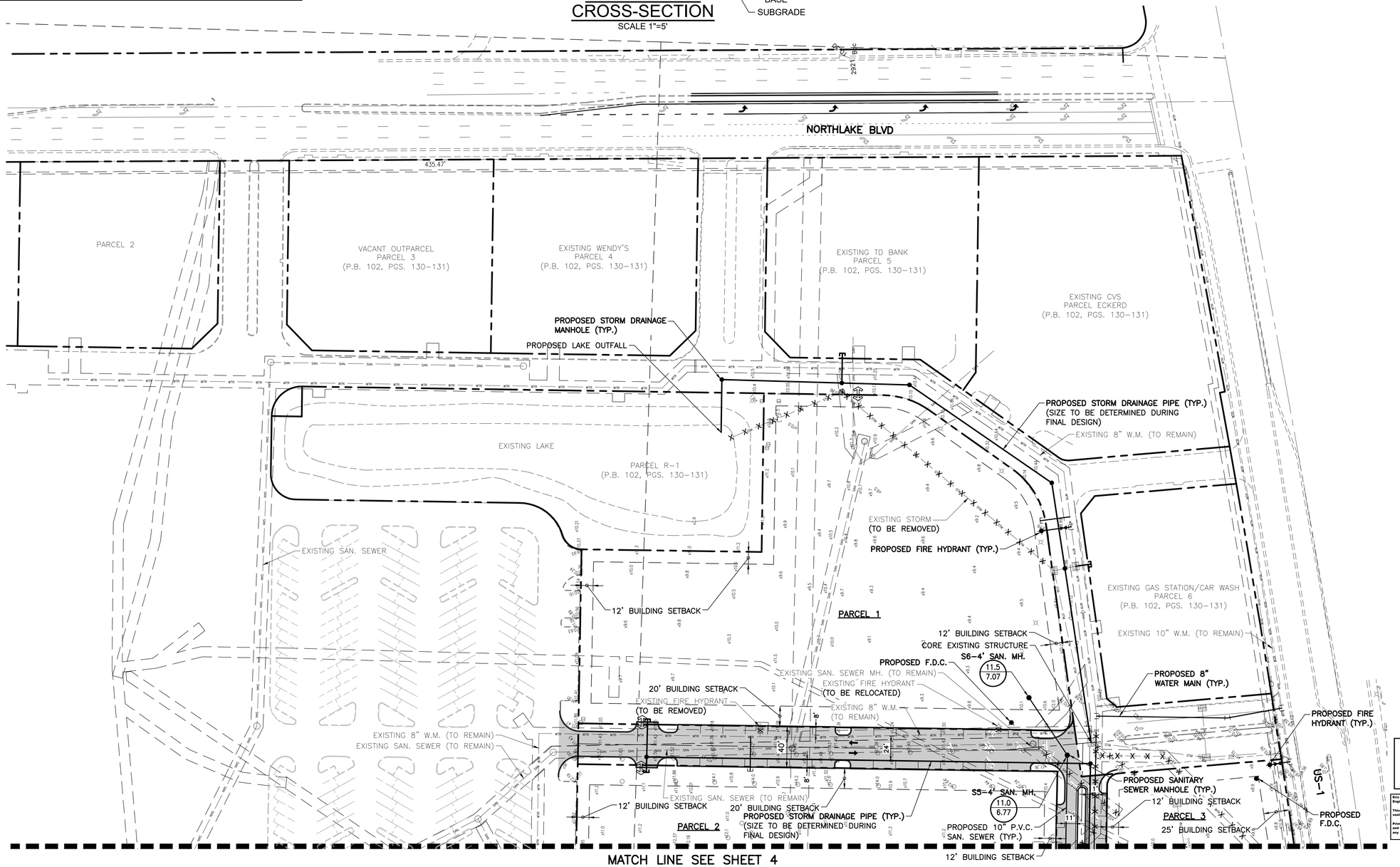
LOCATION MAP

NOT TO SCALE

N

50 25 0 50 100

SCALE IN FEET
1"=50'



MATCH LINE SEE SHEET 4

LEGEND

S1-4' MH.	MANHOLE NUMBER AND TYPE
9.0 / 2.71	MANHOLE TOP ELEVATION / MANHOLE INVERT ELEVATION
	SINGLE SEWER SERVICE W/ CLEAN-OUT
	DOUBLE SEWER SERVICE W/ CLEAN-OUT
	SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
	FIRE HYDRANT W/ GATE VALVE
	WATER SERVICE, WATER METER & R.P.Z.
	WATER MAIN & GATE VALVE
	GATE VALVE & D.D.C.V. ASSEMBLY
	PROPOSED STORM SEWER AND CATCH BASIN
	DIRECTION OF FLOW
	DIRECTION OF SWALE
H.P.	PROPOSED HIGH POINT
x13.96	EXISTING GRADE ELEVATION
	PROPOSED ASPHALT
	PROPOSED STABILIZED EMERGENCY ACCESS
	PROPOSED CONCRETE
	PROPOSED PAVERS/GRASS FIRE LANE
	PROPOSED DIRECTIONAL ARROW
	24" WHITE STOP BAR, "STOP" SIGN & (25') 6" DOUBLE YELLOW STRIPING W/ BI-DIRECTIONAL AMBER R.P.M.'S
	EXISTING OVERHEAD POWER LINE & POWER POLE
STM	EXISTING STORM DRAINAGE PIPE (TO REMAIN)
WTR	EXISTING WATER MAIN (TO REMAIN)
SAN	EXISTING SEWER MAIN (TO REMAIN)
	EXISTING STORM DRAINAGE PIPE (TO BE REMOVED. SEE SHEET 2 FOR INFORMATION)
	EXISTING WATER MAIN (TO BE REMOVED. SEE SHEET 2 FOR INFORMATION)
	EXISTING SEWER MAIN (TO BE REMOVED. SEE SHEET 2 FOR INFORMATION)

NOTES:

SEE OFFSITE ROADWAY IMPROVEMENT EXHIBITS BY SIMMONS AND WHITE, INC. FOR ADDITIONAL OFFSITE ROADWAY MODIFICATIONS.

Eric J. Luiperbeck, P.E., State of Florida, Professional Engineer, License No. 98091

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ERIC J. LUIPERBECK LICENSE No. 98091 7/3/2024 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. (561) 746-8454.

1.) REVISED PER LATEST SITE PLAN, 11/09/23 B.L.

REVISIONS

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
2581 Metrocentre Blvd West ● Suite 3 ● West Palm Beach, Florida 33407 ● (561) 478-7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

VILLAGE PLACE

SECTION 16 & 21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA

CONCEPTUAL PAVING, DRAINAGE, WATER AND WASTEWATER PLAN

JOB NO.	DRAWING NO.	SHEET
21-191	21191C03	3 OF 4

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NOTES:

1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

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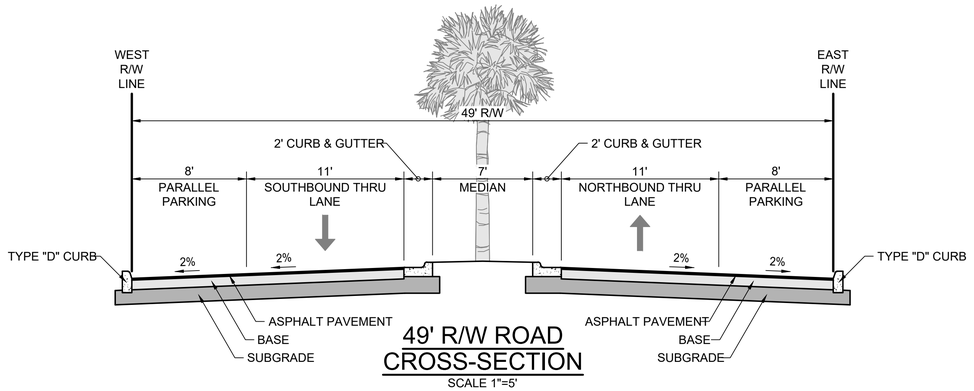


49' R/W ROAD CROSS-SECTION

SCALE 1"=5'

LOCATION MAP

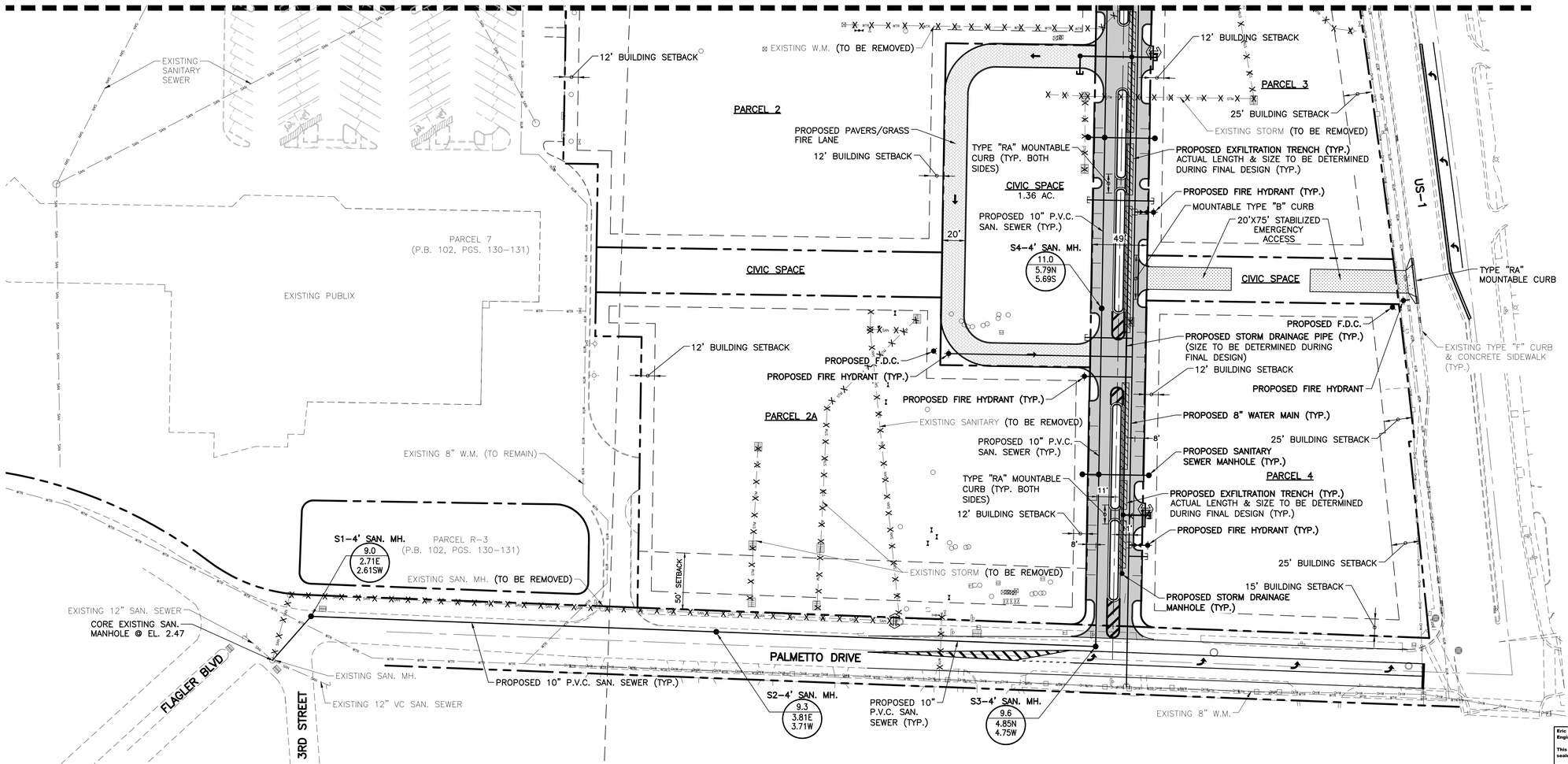
NOT TO SCALE

N

50 25 0 50 100

SCALE IN FEET
1"=50'

MATCH LINE SEE SHEET 3



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	DOUBLE SEWER SERVICE W/ CLEAN-OUT
	SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
	FIRE HYDRANT W/ GATE VALVE
	WATER SERVICE, WATER METER & R.P.Z.
	WATER MAIN & GATE VALVE
	GATE VALVE & D.D.C.V. ASSEMBLY
	PROPOSED STORM SEWER AND CATCH BASIN
	DIRECTION OF FLOW
	DIRECTION OF SWALE
H.P.	PROPOSED HIGH POINT
X13.96	EXISTING GRADE ELEVATION
	PROPOSED ASPHALT
	PROPOSED STABILIZED EMERGENCY ACCESS
	PROPOSED CONCRETE
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WTR	EXISTING WATER MAIN (TO REMAIN)
SAN	EXISTING SEWER MAIN (TO REMAIN)
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WTR	EXISTING WATER MAIN (TO BE REMOVED. SEE SHEET 2 FOR INFORMATION)
SAN	EXISTING SEWER MAIN (TO BE REMOVED. SEE SHEET 2 FOR INFORMATION)

NOTES:

SEE OFFSITE ROADWAY IMPROVEMENT EXHIBITS BY SIMMONS AND WHITE, INC. FOR ADDITIONAL OFFSITE ROADWAY MODIFICATIONS.

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. (561) 746-8454.

Eric J. Luipersbeck, P.E., State of Florida, Professional Engineer, License No. 98091

This item has been digitally signed and sealed by Eric J. Luipersbeck, P.E., on 7/3/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ERIC J. LUIPERSBECK * LICENSE * No. 98091 7/3/2024 STATE OF FLORIDA PROFESSIONAL ENGINEER

1.) REVISED PER LATEST SITE PLAN, 11/09/23 B.L.

REVISIONS

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
2581 Metrocentre Blvd West ● Suite 3 ● West Palm Beach, Florida 33407 ● (561) 478-7848

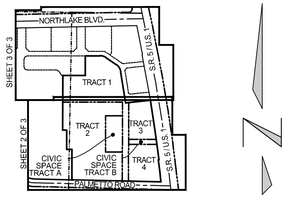
DESIGN	DRAWN	CHECKED	APPROVED	DATE
E.C.	C.O.			

VILLAGE PLACE

SECTION 16 & 21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA

CONCEPTUAL PAVING, DRAINAGE, WATER AND WASTEWATER PLAN

JOB NO.	DRAWING NO.	SHEET
21-191	21191C04	4 OF 4



LOCATION SKETCH – NOT TO SCALE

VILLAGE PLACE

BEING A REPLAT OF A PORTION OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A REPLAT OF A PORTION OF PARCEL 7 AND ALL OF PARCEL 1B, NORTHLAKE PROMENADE SHOPPES, A PUD, PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA

~SHEET 1 OF 3~

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____M.
THIS DAY OF _____,2024
AND DULY RECORDED IN PLAT NO. ___ ON PAGES _____ THRU _____.

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY_____D.C.

DEDICATIONS AND RESERVATIONS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) }SS

KNOW ALL MEN BY THESE PRESENTS THAT NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, OWNERS OF THE LAND SHOWN HEREON AS "VILLAGE PLACE", BEING A REPLAT OF A PORTION OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A REPLAT OF A PORTION OF PARCEL 7 AND ALL OF PARCEL 1B, NORTHLAKE PROMENADE SHOPPES, A PUD, PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

PROPERTY DESCRIPTION:

PARCEL A: (FEE SIMPLE) PARCEL I:

A CERTAIN PARCEL OF LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT–OF–WAY LINE OF STATE ROAD NO. 5 AS DESCRIBED IN A DEED FROM TESDEM, INC. TO THE STATE OF FLORIDA AS SAME IS RECORDED IN DEED BOOK 838, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WITH THE NORTHERLY RIGHT–OF–WAY OF PALMETTO ROAD AS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK) AS SAME IS RECORDED IN PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND FROM SAID POINT OF INTERSECTION RUN (FOR CONVENIENCE THE SAID NORTHERLY RIGHT–OF–WAY LINE OF PALMETTO ROAD IS ASSUMED TO BEAR NORTH 89°57'15" WEST AND ALL OTHER BEARINGS MENTIONED HEREIN ARE RELATIVE THERETO), NORTH 89°57'15" WEST RUNNING ALONG THE SAID NORTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 468.28 FEET; THENCE NORTH 7°27'45" WEST, A DISTANCE OF 247.44 FEET; THENCE SOUTH 88°43'22" WEST A DISTANCE OF 249.34 FEET TO A POINT IN A LINE PARALLEL WITH AND ONE FOOT WESTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE WESTERLY WALL OF THE TRUCK WELL SO CALLED AT THE WESTERLY END OF THE J.M. FIELDS STORE BUILDING, SO CALLED; THENCE NORTH 01°19'04" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 152.45 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY EXTENSION OF THE NORTH FACE OF THE SOUTH WALL OF THE GARDEN SHOP SO CALLED, SAID GARDEN SHOP LOCATED IN THE NORTHWESTERLY CORNER OF THE SAID J.M. FIELDS STORE BUILDING; THENCE NORTH 88°40'56" EAST ALONG THE JUST SAID WESTERLY EXTENSION AND ALONG THE JUST SAID NORTH FACE OF THE SOUTH WALL A DISTANCE OF 41 FEET, MORE OR LESS, TO A POINT IN THE WEST FACE OF THE EAST WALL OF SAID GARDEN SHOP; THENCE NORTH 01°19'04" WEST RUNNING ALONG THE JUST SAID WEST FACE OF THE EAST WALL AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 120.27 FEET, MORE OR LESS, TO A POINT IN THE FACE OF THE CURB, SAID CURB BEING 20.26 FEET NORTHERLY FROM AND PARALLEL WITH THE FACE OF THE NORTH WALL OF SAID BUILDING; THENCE NORTH 88°40'56" EAST RUNNING ALONG THE SAID FACE OF THE CURB AND ITS EASTERLY EXTENSION OF A DISTANCE OF 637.31 FEET, MORE OR LESS, TO A POINT IN THE SAID WESTERLY RIGHT–OF–WAY LINE OF STATE ROAD NO.5, SAID POINT BEING ALSO A POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 11394.22 FEET AND WHOSE TANGENT PASSING THROUGH SAID POINT BEARS SOUTH 10°13'29" EAST; THENCE SOUTHERLY RUNNING ALONG THE ARC OF THE JUST DESCRIBED CURVE AND ALONG THE SAID WESTERLY RIGHT–OF–WAY LINE SUBTENDING A CENTRAL ANGLE OF 01°48'07", A DISTANCE OF 358.34 FEET, MORE OR LESS, TO THE END OF SAID CURVE; THENCE SOUTH 81°34'38", WEST RUNNING ALONG A LINE RADIAL TO THE JUST DESCRIBED CURVE AND RADIAL TO THE NEXT DESCRIBED CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT–OF–WAY LINE A DISTANCE OF 5 FEET TO A POINT IN A CURVE CONCAVE TO THE WEST, BEING CONCENTRIC WITH THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 11389.22 FEET; THENCE SOUTHERLY RUNNING ALONG THE ARC OF THE JUST DESCRIBED CURVE AND CONTINUING ALONG THE SAID WESTERLY RIGHT–OF–WAY LINE; SUBTENDING A CENTRAL ANGLE OF 00°25'22", A DISTANCE OF 84.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 08°00'00" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE DISTANCE OF 91.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF WESTERLY RIGHT–OF–WAY LINE OF STATE ROAD NO. 5, AS DESCRIBED IN DEED FROM TESDEM, INCORPORATED TO THE STATE OF FLORIDA, RECORDED IN DEED BOOK 838, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT–OF–WAY LINE OF PALMETTO ROAD, AS SHOWN ON THE PLAT OF KELSEY CITY (NOW LAKE PARK), RECORDED IN PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 468.28 FEET TO A POINT ON A PORTION OF THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3343, PAGE 1786, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM EAST TO NORTH OF 97°30'30", A DISTANCE OF 247.44 FEET TO A POINT; THENCE WESTERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM SOUTH TO WEST OF 96°11'07", A DISTANCE OF 208.80 FEET TO THE POINT OF THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3259, PAGE 276, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY, ALONG SAID EASTERLY BOUNDARY, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM EAST TO SOUTH OF 89°58'58", A DISTANCE OF 240.56 FEET TO A POINT ON SAID NORTHERLY RIGHT–OF–WAY LINE, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM NORTH TO EAST OF 91°20'25", A DISTANCE OF 235.45 FEET TO THE POINT OF BEGINNING.

PARCEL B: (FEE SIMPLE)

A PARCEL OF LAND BEING ALL OF PARCEL 1B AND A PORTION OF PARCEL 7 ACCORDING TO THE PLAT OF NORTHLAKE PROMENADE SHOPPES, A PUD, AS SHOWN IN PLAT BOOK 102, PAGES 130 AND 131, OF THE PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS. SAID PLAT ALSO BEING A PORTION OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, TOWN OF LAKE PARK AND VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 1B; THENCE S 89°59'30" W ALONG THE SOUTH LINE OF SAID PARCEL 1B, WITH ALL BEARINGS CONTAINED WITHIN RELATIVE THERETO, A DISTANCE OF 637.68 FEET; THENCE S 00°00'25" E ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 119.95 FEET TO THE INTERSECTION WITH THE NORTH FACE OF A BUILDING WALL DESCRIBED IN OFFICIAL RECORDS BOOK 3343, PAGE 1787; THENCE S89°59'35" W, A DISTANCE OF 41.00 FEET; THENCE DEPARTING SAID EAST LINE CONTINUE S 89°59'35" W, A DISTANCE OF 30.65 FEET; THENCE N 00°09'32" E, A DISTANCE OF 429.19 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF PARCEL R–1 OF SAID PLAT; THENCE N 90°00'00" E ALONG SAID SOUTH LINE, A DISTANCE OF 175.42 FEET; THENCE N00°00'00" E ALONG THE EAST LINE OF PARCEL R– 1, A DISTANCE OF 155.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL R–1; THENCE N 90°00'00" E ALONG A LINE 35.50 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF PARCEL 5 OF SAID PLAT, A DISTANCE OF 117.06 FEET; TO A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF S 00°00'00" E, A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 34°25'35"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.07 FEET TO THE END OF SAID CURVE; THENCE S 55°34'25" E, A DISTANCE OF 100.26 FEET; TO A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF S 34°25'35" W, A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 46°43'50"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.25 FEET TO THE END OF SAID CURVE; THENCE S 08°50'35" E ALONG A LINE 35.50 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF PARCEL 6 OF SAID PLAT, A DISTANCE OF 249.82 FEET TO A POINT ON THE PROLONGATION OF THE NORTH LINE OF AFORESAID PARCEL 1–B; THENCE N 84°09'54" E ALONG SAID PROLONGATION, A DISTANCE OF 30.18 FEET TO A NORTHWEST CORNER OF PARCEL 1–B; THENCE CONTINUE N 84°09'54" E ALONG THE NORTH LINE OF PARCEL 1–B, A DISTANCE OF 167.65 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID PLAT, SAID POINT ALSO LYING ON THE WEST RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL 1–B, SAID POINT ALSO BEING THE BEGINNING OF A CURVE HAVING A RADIAL BEARING OF S 80°22'21" W, A RADIUS OF 11394.22 FEET, AND A CENTRAL ANGLE OF 00°34'45"; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.19 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

PARCEL C: (EASEMENTS FOR THE BENEFIT OF PARCEL B, DESCRIBED ABOVE.)

PARCEL I:

NON–EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL B AS CREATED IN FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENT BY AND BETWEEN TWIN CITIES INVESTORS, INC. AND DEVELOPERS OF NORTHLAKE, INC. AS RECORDED IN OFFICIAL RECORDS BOOK OFFICIAL RECORDS BOOK 21438, PAGE 1886 AS CORRECTED IN OFFICIAL RECORDS BOOK 22831, PAGE 89 FOR PURPOSES OF INGRESS AND EGRESS EASEMENT IN ARTICLE 6.1; UTILITY EASEMENT IN ARTICLE 7.1 AND DRAINAGE EASEMENT IN ARTICLE 8.1 OVER AND ACROSS THE LANDS DESCRIBED IN SAID EASEMENT.

DEDICATIONS AND RESERVATIONS CONTINUED:

PARCEL II:

NON–EXCLUSIVE EASEMENT(S), CREATED BY AND DESCRIBED IN THAT CERTAIN DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 11923, PAGE 861, AS AMENDED IN OFFICIAL RECORDS BOOK 13154, PAGE 1892; OFFICIAL RECORDS BOOK 17516, PAGE 1987; OFFICIAL RECORDS BOOK 17595, PAGE 1781; AND OFFICIAL RECORDS BOOK 21438, PAGE 1886 AS RE–RECORDED IN OFFICIAL RECORDS BOOK 22831, PAGE 89; LESS AND EXCEPT THOSE LANDS CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY QUIT–CLAIM DEEDS RECORDED JUNE 9, 2004 IN OFFICIAL RECORDS BOOK 17093, PAGE 214 AND RECORDED JUNE 1, 2004 IN OFFICIAL RECORDS BOOK 17062, PAGE 1971, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL III:

NON–EXCLUSIVE EASEMENT(S), CREATED BY AND DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 17344, PAGE 1311, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 573,037.459 SQUARE FEET / 13.155 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS–OF–WAY OF RECORD.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

TRACTS

1. TRACTS 1, 2, 3 & 4 AS SHOWN HEREON IS HEREBY RESERVED TO NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ITS SUCCESSORS AND ASSIGNS, FOR NORMAL PURPOSES IN ACCORDANCE WITH WITH THE ZONING REGULATIONS OF THE VILLAGE OF NORTH PALM BEACH AND THE TOWN OF LAKE PARK AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE THE VILLAGE OF NORTH PALM BEACH OR THE TOWN OF LAKE PARK.

2. CIVIC SPACE TRACTS A, B, & C AS SHOWN HEREON IS HEREBY RESERVED TO NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ITS SUCCESSORS AND ASSIGNS, FOR _____ ? CIVIC PURPOSES AS DEFINED IN ? _____ IN ACCORDANCE WITH WITH THE ZONING REGULATIONS OF THE CITY OF PALM BEACH GARDENS AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OFNP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE THE VILLAGE OF NORTH PALM BEACH OR THE TOWN OF LAKE PARK.

3. TRACT RW–1, AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE ? _____ ? PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF NORTH PALM BEACH OR THE TOWN OF LAKE PARK.

UTILITY EASEMENTS

3. THE TEN FOOT WIDE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO THE TRACTS 1 THROUGH 4, CIVIC SPACE TRACTS A AND B, AS SHOWN HEREON, ARE NON–EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY TO VILLAGE OF NORTH PALM BEACH AND / OR THE TOWN OF LAKE PARK, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SEACOAST UTILITY AUTHORITY, NORTH PALM BEACH AND / OR THE TOWN OF LAKE PARK, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE ABOVE NAMED NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ITS SUCCESSORS AND ASSIGNS, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS ? BOARD OF DIRECTORS ?

THIS ___ DAY OF _____, 2024.

WITNESS: _____ NP–DEVLAND HOLDINGS, LLC

PRINT NAME: _____ NP–DEVLAND EAST

NP–DEVLAND NORTH

WITNESS: _____

PRINT NAME: _____ BY: _____
M. TIMOTHY CLARK
PRESIDENT

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) }SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ON LINE NOTARIZATION, THIS ____ DAY OF _____, 2024, BY M. TIMOTHY CLARK, AS PRESIDENT NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH, ON BEHALF OF THE SAID COMPANIES, WHO IS ☐ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ _____
SIGNATURE

_____
(PRINTED NAME) – NOTARY PUBLIC

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ORANGE }SS

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN NP–DEVLAND HOLDINGS LLC, NP–DEVLAND EAST AND NP–DEVLAND NORTH; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT THERE ARE NO MORTGAGES OF RECORD AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: THIS ___ DAY OF _____, 2024. BY:_____
PRINT NAME: _____
ATTORNEY AT LAW LICENSED IN FLORIDA
FLORIDA BAR NO: _____

TOWN OF LAKE PARK:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) }SS

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, IN AND BY RESOLUTION NO. _____ DULY ADOPTED BY SAID COMMISSION THIS _____ DAY OF _____, 2024.

BY: _____
ROGER DAVID MICHAUD, MAYOR

BY: _____
VIVIAN MENDEZ, MMC, TOWN CLERK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND ORDINANCES OF THE TOWN OF LAKE PARK. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR MONUMENTS AT LOT/TRACT CORNERS.

DATE: _____ BY: _____
TOWN OF LAKE PARK SURVEYOR,
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO._____, STATE OF FLORIDA

VILLAGE OF NORTH PALM BEACH:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) }SS

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, IN AND BY RESOLUTION NO. _____ DULY ADOPTED BY SAID VILLAGE COUNCIL THIS _____ DAY OF _____, 2024.

BY: _____
SUSAN BICKEL, MAYOR

BY: _____
JESSICA GREEN, VILLAGE CLERK

BY: _____
CHAD GIRARD, DIRECTOR OF PUBLIC SERVICES

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND ORDINANCES OF THE TOWN OF VILLAGE OF NORTH PALM BEACH. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR MONUMENTS AT LOT/TRACT CORNERS.

DATE: _____ BY: _____
VILLAGE OF NORTH PALM BEACH SURVEYOR,
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO._____, STATE OF FLORIDA

SURVEYOR'S NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON NORTHLAKE PROMENADE SHOPPES, PUD, PLAT BOOK 102, PAGE 130, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA. THE SOUTH LINE OF THE SAID PLAT, THE SAID SOUTH LINE ALSO BEING THE NORTH RIGHT–OF–WAY LINE OF PALMETTO COURT AS SHOWN THEREON, WAS DETERMINED TO BEAR NORTH 88°39'20" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

2) NO STRUCTURE OR BUILDING OR ANY KIND OF LANDSCAPING SHALL BE PLACED ON OR WITHIN ANY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE PALM BEACH COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

3) IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

4) THERE SHALL BE NO TREES, SHRUBS OR LANDSCAPING PLACED ON WATER, SEWER OR DRAINAGE EASEMENTS, EXCEPT AS SHOWN ON THE APPROVED FINAL DEVELOPMENT PLAN AND/OR LANDSCAPE PLAN. APPROVAL OF LANDSCAPING ON UTILITY EASEMENTS OTHER THAN WATER AND SEWER SHALL BE ONLY WITH THE APPROVAL OF THE UTILITIES OCCUPYING SAME.

5) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6) THIS INSTRUMENT WAS PREPARED BY SCOTT F. BRYSON, IN AND FOR THE OFFICES OF KESHAVARZ & ASSOCIATES, INC., 711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401 TELEPHONE (561) 689–8600.

SURVEYOR'S CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH }SS

THIS IS TO CERTIFY THAT THE PRELIMINARY PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED BY LIDBERG LAND SURVEYING, HAVING A SURVEY DATE: JUNE 15, 2023, A JOB NO. 15–095–112 AND A DRAWING NO. D15–095; THE SAID SURVEY WAS PROVIDED TO THIS SURVEYOR BY THE CLIENT FOR THE PURPOSES OF THE PRELIMINARY PLAT SHOWN HEREON; THAT SAID SURVEY WAS REVIEWED BY THIS SURVEYOR AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S"), PERMANENT CONTROL POINTS ("P.C.P.S"), AND MONUMENTS ACCORDING TO SECTION 177.091 (9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

_____ DATED: THIS ____ DAY OF _____, 2023.
SCOTT F. BRYSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 5991

CLERK OF THE CIRCUIT COURT & COMPTROLLER

TOWN OF LAKE PARK REVIEWING SURVEYOR — SEAL

VILLAGE OF NORTH PALM BEACH REVIEWING SURVEYOR — SEAL

TOWN OF LAKE PARK — SEAL

VILLAGE OF NORTH PALM BEACH — SEAL

NP–DEVLAND HOLDINGS, LLC, A LIMITED LIABILITY COMPANY — SEAL — COMPANY SEAL (IF AVAILABLE)

NP–DEVLAND EAST, LLC, A LIMITED LIABILITY COMPANY — SEAL — COMPANY SEAL (IF AVAILABLE)

NP–DEVLAND NORTH, LLC, A LIMITED LIABILITY COMPANY — SEAL — COMPANY SEAL (IF AVAILABLE)

SCOTT F. BRYSON, P.S.M. FL. CERTIFICATE NO. 5991 — SURVEYOR'S SEAL

KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476

THIS INSTRUMENT WAS PREPARED BY SCOTT F. BRYSON, IN AND FOR THE OFFICES OF KESHAVARZ & ASSOCIATES, INC. 711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401 TELEPHONE (561) 689–8600.

DATE 05/15/24	CHECKED SFB	PROJECT No.	SHEET No.
SCALE N/A	APPROVED SFB	23–1451	1 OF 3
DRAWN SFB	DWG No D23–1451PL		

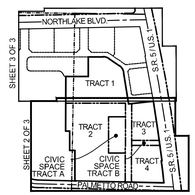
P:\23–1451 Village Shoppes\KA DWG\01_xSV–231451 Village Shoppes Prelim Plat.dwg Wednesday, July 03, 2024 10:06:52 AM

last savedP:\23–1451 Village Shoppes\KA DWG\01_xSV–231451 Village Shoppes Prelim Plat.dwg Wednesday, July 03, 2024 10:04:53 AM

VILLAGE PLACE

BEING A REPLAT OF A PORTION OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A REPLAT OF A PORTION OF PARCEL 7 AND ALL OF PARCEL 1B, NORTHLAKE PROMENADE SHOPPES, A PUD, PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA

~SHEET 2 OF 3~



LOCATION SKETCH – NOT TO SCALE

GRAPHIC SCALE
0 20' 40' 80'

MATCH LINE 'A'

ITEM NO. 19 SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED IN (O.R.B. 11864, PG. 1954) ~TO REMAIN~

ITEM NO. 32 12' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11123, PG. 1051) ~TO REMAIN~

ITEM NO. 21 10' FLORIDA POWER & LIGHT CO. EASEMENT (O.R.B. 11439, PG. 1177)

ITEM NO. 19 SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED IN (O.R.B. 11864, PG. 1954) ~TO REMAIN~

ITEM NO. 35 ACCESS PARKING & LANDSCAPE EASEMENT (O.R.B. 21438, PG. 1917) ~TO REMAIN~

REMAINDER OF PARCEL 7 (P.B. 102, PG. 130, P.B.C.R.) [EXISTING PUBLIX] ~NOT INCLUDED~

ITEM NO. 13 THAT PORTION OF THE 10' FLORIDA POWER & LIGHT CO. EASEMENT IN (O.R.B. 2053, PG. 706) PARTIALLY RELEASED IN (O.R.B. 11923, PG. 954)

ITEM NO. 21 10' FLORIDA POWER & LIGHT COMPANY EASEMENT (O.R.B. 11439, PG. 1177) ~TO REMAIN~

ITEM NO. 41 10' FPL EASEMENT (O.R.B. 11453, PG. 1125) ~TO REMAIN~

ITEM NO. 19 SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED ON (O.R.B. 11864, PG. 1954) ~TO REMAIN~

PARCEL R-3 (P.B. 102, PG. 130, P.B.C.R.) [VACANT] ~NOT INCLUDED~

ITEM NO. 31 12' BELLSOUTH EASEMENT (O.R.B. 9631, PG. 140) ~TO REMAIN~

TRACT RW-1 ~VARIABLE WIDTH~ PRIVATE STREET)

ITEM NO. 32 12'SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11123, PG. 1051) ~TO BE ABANDONED~

ITEM NO. 12 18' UTILITY EASEMENT (O.R.B. 1599, PG. 307) ~TO BE ABANDONED~

ITEM NO. 19 SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED ON (O.R.B. 11864, PG. 1954) ~TO BE ABANDONED~

ITEM NO. 15 5' FLORIDA POWER & LIGHT CO. EASEMENT (O.R.B. 2867, PG. 1584) ~TO BE ABANDONED~

ITEM NO. 20 12' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 9565, PG. 1344) (O.R.B. 11186, PG. 331) ~TO BE ABANDONED~

ITEM NO. 24 6' X 23.47' SEACOAST UTILITY AUTHORITY WATER EASEMENT (O.R.B. 15529, PG. 481) ~TO BE ABANDONED~

ITEM NO. 21 10' FLORIDA POWER & LIGHT CO. EASEMENT (O.R.B. 11439, PG. 1177) ~TO BE ABANDONED~

ITEM NO. 19 SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED IN (O.R.B. 11864, PG. 1954) ~TO BE ABANDONED~

ITEM NO. 20 18' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 9565, PG. 1344) (O.R.B. 11186, PG. 331) ~TO REMAIN~

12' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 9565, PG. 1344) (O.R.B. 11186, PG. 331) ~TO BE ABANDONED~

ITEM NO. 12 18' UTILITY EASEMENT (O.R.B. 1599, PG. 307) ~TO BE ABANDONED~

ITEM NO. 29 3.34' S.U.A. EASEMENT (O.R.B. 18267, PG. 28) ~TO BE ABANDONED~

ITEM NO. 14 12' FPL EASEMENT (O.R.B. 9491, PG. 513) (O.R.B. 18707, PG. 724) (O.R.B. ~TO REMAIN~

ITEM NO. 31 12' BELLSOUTH EASEMENT (O.R.B. 9631, PG. 140) ~TO REMAIN~

ITEM NO. 24 12' S.U.A. SANITARY SEWER EASEMENT (O.R.B. 15529, PG. 481) ~TO BE ABANDONED~

ITEM NO. 23 5' BELLSOUTH EASEMENT (O.R.B. 15053, PG. 414) ~TO REMAIN~

ITEM NO. 14 APPROXIMATE LOCATION 10' UTILITY EASEMENT (O.R.B. 2795, PG. 688) ~TO BE ABANDONED~

ITEM NO. 14 10' UTILITY EASEMENT (O.R.B. 2795, PG. 688) ~TO BE ABANDONED~

ITEM NO. 25 8' S.U.A. EASEMENT (O.R.B. 16564, PG. 712) ~TO REMAIN~

CORPORATE LIMITS – TOWN OF LAKE PARK
CORPORATE LIMITS – VILLAGE OF NORTH PALM BEACH

THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

THE EAST LINE OF PARCEL 7 (P.B. 102, PG. 130, P.B.C.R.)

THE CORPORATE LIMITS – VILLAGE OF NORTH PALM BEACH

THE NORTH RIGHT-OF-WAY LINE & THE CORPORATE LIMITS – TOWN OF LAKE PARK

CENTERLINE

THE SOUTH RIGHT-OF-WAY LINE

TRACT 2

TRACT 3

TRACT 4

CIVIC SPACE TRACT A

CIVIC SPACE TRACT B

CIVIC SPACE TRACT C

BASELINE OF SURVEY

STATE ROAD 5 – U.S. HIGHWAY 1
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP SECTION 93040-2510, DATED NOVEMBER 28, 2001
(93040-MAINT., DATED NOVEMBER 28, 2001)

PALMETTO ROAD
~60.0' PLATTED RIGHT-OF-WAY~
(P.B. 8, PG. 35, P.B.C.R.)

N88°39'20"W 703.37' (BASIS OF BEARINGS)

P.O.B. PARCEL A (FEE SIMPLE) PARCEL I
P.O.C. PARCEL A (FEE SIMPLE) PARCEL II

THIS AREA AFFECTED BY MAINTAINED RIGHT-OF-WAY LINE VESTED TO THE FLORIDA DEPARTMENT OF TRANSPORTAION (F.D.O.T.) AS SHOWN ON RIGHT-OF-WAY MAP SECTION 93040-MAINT. DATED NOVEMBER 28, 2001 ~ TO BE REVISED UPON TITLE OPINION REVIEW AND REFLECTED ON NEXT SUBMITTAL

LEGEND OF SYMBOLS:

= 4"x4" CONCRETE MONUMENT STAMPED "P.R.M. LB4897" OR AS NOTED.
= MAG NAIL & DISK STAMPED "P.R.M. LB 4897" OR AS NOTED.
= MAG NAIL & DISK STAMPED "P.C.P. LB 4897" OR AS NOTED.

LEGEND OF ABBREVIATIONS:

PROPERTY CONTROL ABBREVIATIONS
P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
CONC. = CONCRETE
MON. = MONUMENT
M.N.D. = MAG NAIL & DISK

ARITHMETIC / ANNOTATION ABBREVIATIONS
° = DEGREES
' = MINUTES
" = SECONDS
R = RADIUS
Δ = DELTA
L = ARC LENGTH
CB = CHORD BEARING
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVE
RAD. = RADIAL
N.R. = NON-RADIAL
T = TANGENT
N.T. = NON-TANGENT
C/L = CENTERLINE
P.B. = PLAT BOOK
D.B. = DEED BOOK
O.R.B. = OFFICIAL RECORD BOOK
PG. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS
L.B. = LICENSED BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER

EASEMENT / MISCELLANEOUS ABBREVIATIONS
L.A.E. = LIMITED ACCESS EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
S.L.E. = SANITARY SEWER LINE EASEMENT
W.L.E. = WATER LINE EASEMENT
P.B.C.U.E.= PALM BEACH COUNTY UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
L.W.D.D. = LAKE WORTH DRAINAGE DISTRICT

KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tele (561) 689-8600 Fax: (561) 689-7476

THIS INSTRUMENT WAS PREPARED BY SCOTT F. BRYSON, IN AND FOR THE OFFICES OF KESHAVARZ & ASSOCIATES, INC. 711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401 TELEPHONE (561) 689-8600.

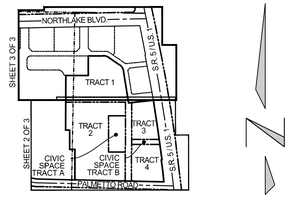
DATE 05/15/24	CHECKED SFB	PROJECT No.	SHEET No.
SCALE 1" = 40'	APPROVED SFB	23-1451	2 OF 3
DRAWN SFB	DWG No:D23-1451PL		

P:\23-1451 Village Shoppes\KA DWG\01_xSV-231451 Village Shoppes Prelim Plat.dwg Wednesday, July 03, 2024 10:06:55 AM

VILLAGE PLACE

BEING A REPLAT OF A PORTION OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A REPLAT OF A PORTION OF PARCEL 7 AND ALL OF PARCEL 1B, NORTHLAKE PROMENADE SHOPPES, A PUD, PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA

~SHEET 3 OF 3~



LOCATION SKETCH – NOT TO SCALE

NORTH QUARTER CORNER OF SECTION 21,TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA FOUND PALM BEACH COUNTY BRASS DISK IN CONCRETE

NORTHLAKE BOULEVARD (STATE ROAD 809)

53.00'

53.00'

CENTERLINE

THIS AREA AFFECTED BY MAINTAINED RIGHT-OF-WAY LINE VESTED TO THE FLORIDA DEPARTMENT OF TRANSPORTAION (F.D.O.T.) AS SHOWN ON RIGHT-OF-WAY MAP SECTION 93040-MAINT., DATED NOVEMBER 28, 2001 ~ TO BE REVISED UPON TITLE OPINION REVIEW AND REFLECTED ON NEXT SUBMITTAL

12' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 9565, PG. 1344) (O.R.B. 11186, PG. 331) ~TO REMAIN~

10' FPL EASEMENT (O.R.B. 18707, PG. 724)

12' BELLSOUTH EASEMENT (O.R.B. 9631, PG. 140)

PARCEL 3
(P.B. 102, PG. 130, P.B.C.R.)
[VACANT]
~NOT INCLUDED~

PARCEL 4
(P.B. 102, PG. 130, P.B.C.R.)
[EXISTING WENDY'S]
~NOT INCLUDED~

THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

PARCEL 5
(P.B. 102, PG. 130, P.B.C.R.)
[EXISTING TD BANK]
~NOT INCLUDED~

ITEM NO. 12
18' UTILITY EASEMENT
(O.R.B. 1599, PG. 307)
~TO REMAIN~

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED IN
(O.R.B. 11864, PG. 1954)
~TO REMAIN~

PARCEL ECKERD
(P.B. 102, PG. 130, P.B.C.R.)
[EXISTING CVS]
~NOT INCLUDED~

ITEM NO. 14
12' FPL EASEMENT
(O.R.B. 9491, PG. 513)
(O.R.B. 18707, PG. 724)
~TO REMAIN~

U.S. HIGHWAY 1
STATE ROAD 5 – (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93040-2510, DATED 08-15-01) (93040-MAINT., DATED NOVEMBER 28, 2001)

BASELINE OF SURVEY

GRAPHIC SCALE
0 20' 40' 80'

12' SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 9565, PG. 1344) (O.R.B. 11186, PG. 331) ~TO REMAIN~

SEACOAST UTILITY AUTHORITY EASEMENT (O.R.B. 11820, PG. 240) AS CORRECTED ON (O.R.B. 11864, PG. 1954) ~TO REMAIN~

PARCEL R-1
(P.B. 102, PG. 130, P.B.C.R.)
[VACANT]
~NOT INCLUDED~

CORPORATE LIMITS – TOWN OF LAKE PARK
CORPORATE LIMITS – VILLAGE OF NORTH PALM BEACH

THE EAST LINE OF PARCEL R-1
N00°00'00"E 155.63'

THE SOUTH LINE OF PARCEL R-1
N90°00'00"E 176.69'

N90°00'00"E 117.05'

Δ = 34°25'35"
R = 80.00'
L = 48.07'

10' U.E.

S55°34'25"E 90.93'

ITEM NO. 20
12' SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 9565, PG. 1344)
(O.R.B. 11186, PG. 331)
~TO REMAIN~

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED IN
(O.R.B. 11864, PG. 1954)
~TO BE ABANDONED~

Δ = 46°43'50"
R = 80.00' L = 65.25'

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)AS CORRECTED
IN (O.R.B. 11864, PG. 1954)
~TO BE ABANDONED~

ITEM NO. 31
12' BELLSOUTH EASEMENT
(O.R.B. 9631, PG. 140)
~TO REMAIN~

ITEM NO. 32
12'SEACOAST UTILITY
AUTHORITY EASEMENT
(O.R.B. 11123, PG. 1051)
~TO BE ABANDONED~

10' U.E.

PARCEL 6
(P.B. 102, PG. 130, P.B.C.R.)
[EXISTING GAS STATION / CAR WASH]
~NOT INCLUDED~

REMAINDER OF PARCEL 7
(P.B. 102, PG. 130, P.B.C.R.)
[EXISTING PUBLIX]
~NOT INCLUDED~

ITEM NO. 12
18' UTILITY EASEMENT
(O.R.B. 1599, PG. 307)
~TO BE ABANDONED~

ITEM NO. 13
10' FLORIDA POWER & LIGHT CO. EASEMENT
(O.R.B. 2053, PG. 706)
~TO BE ABANDONED~

ITEM NO. 15
5' FLORIDA POWER & LIGHT CO. EASEMENT
(O.R.B. 2867, PG. 1584)
~TO BE ABANDONED~

ITEM NO. 13
10' FLORIDA POWER & LIGHT CO. EASEMENT
(O.R.B. 2053, PG. 706)
~TO REMAIN~

N00°09'32"E 429.69'
170.80'

TRACT I

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED IN
(O.R.B. 11864, PG. 1954)
~TO BE ABANDONED~

S35°25'35"E 190.85'

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED IN
(O.R.B. 11864, PG. 1954)
~TO REMAIN~

ITEM NO. 23
5' BELLSOUTH EASEMENT
(O.R.B. 10053, PG. 414)
~TO REMAIN~

ITEM NO. 19
VARIABLE WIDTH SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED ON
(O.R.B. 11864, PG. 1954)
~TO BE ABANDONED~

ITEM NO. 19
SEACOAST UTILITY AUTHORITY EASEMENT
(O.R.B. 11820, PG. 240)
AS CORRECTED IN
(O.R.B. 11864, PG. 1954)
~TO REMAIN~

R = 12.00'
Δ = 98°50'35"
L = 20.70'

10' U.E.

10' U.E.

N90°00'00"E 473.14'

TRACT RW-1
~VARIABLE WIDTH PRIVATE STREET)

40.00'

100'

59.41'

MATCH LINE 'A'

MATCH LINE 'A'

MATCH LINE 'A'

MATCH LINE 'A'

LEGEND OF SYMBOLS:

- ■ = 4"x4" CONCRETE MONUMENT STAMPED "P.R.M. LB4897" OR AS NOTED.
- △ = MAG NAIL & DISK STAMPED "P.R.M. LB 4897" OR AS NOTED.
- ⓐ = MAG NAIL & DISK STAMPED "P.C.P. LB 4897" OR AS NOTED.

LEGEND OF ABBREVIATIONS:

PROPERTY CONTROL ABBREVIATIONS

P.C.P.	= PERMANENT CONTROL POINT
P.R.M.	= PERMANENT REFERENCE MONUMENT
CONC.	= CONCRETE
MON.	= MONUMENT
M.N.D.	= MAG NAIL & DISK

°	= DEGREES
'	= MINUTES
"	= SECONDS
R	= RADIUS
Δ	= DELTA
L	= ARC LENGTH

ARITHMETIC / ANNOTATION ABBREVIATIONS

CB	= CHORD BEARING	T	= TANGENT
P.C.	= POINT OF CURVATURE	N.T.	= NON-TANGENT
P.T.	= POINT OF TANGENCY	C/L	= CENTERLINE
P.R.C.	= POINT OF REVERSE CURVE	P.B.	= PLAT BOOK
RAD.	= RADIAL	D.B.	= DEED BOOK
N.R.	= NON-RADIAL	O.R.B.	= OFFICIAL RECORD BOOK
PG.	= PAGE		
P.O.C.	= POINT OF COMMENCEMENT		
P.O.B.	= POINT OF BEGINNING		
P.O.T.	= POINT OF TERMINUS		
L.B.	= LICENSED BUSINESS		
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER		

EASEMENT / MISCELLANEOUS ABBREVIATIONS

L.A.E.	= LIMITED ACCESS EASEMENT	D.E.	= DRAINAGE EASEMENT
L.B.E.	= LANDSCAPE BUFFER EASEMENT	U.E.	= UTILITY EASEMENT
L.M.E.	= LAKE MAINTENANCE EASEMENT	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT
S.L.E.	= SANITARY SEWER LINE EASEMENT		
W.L.E.	= WATER LINE EASEMENT		
P.B.C.U.E.	= PALM BEACH COUNTY UTILITY EASEMENT		

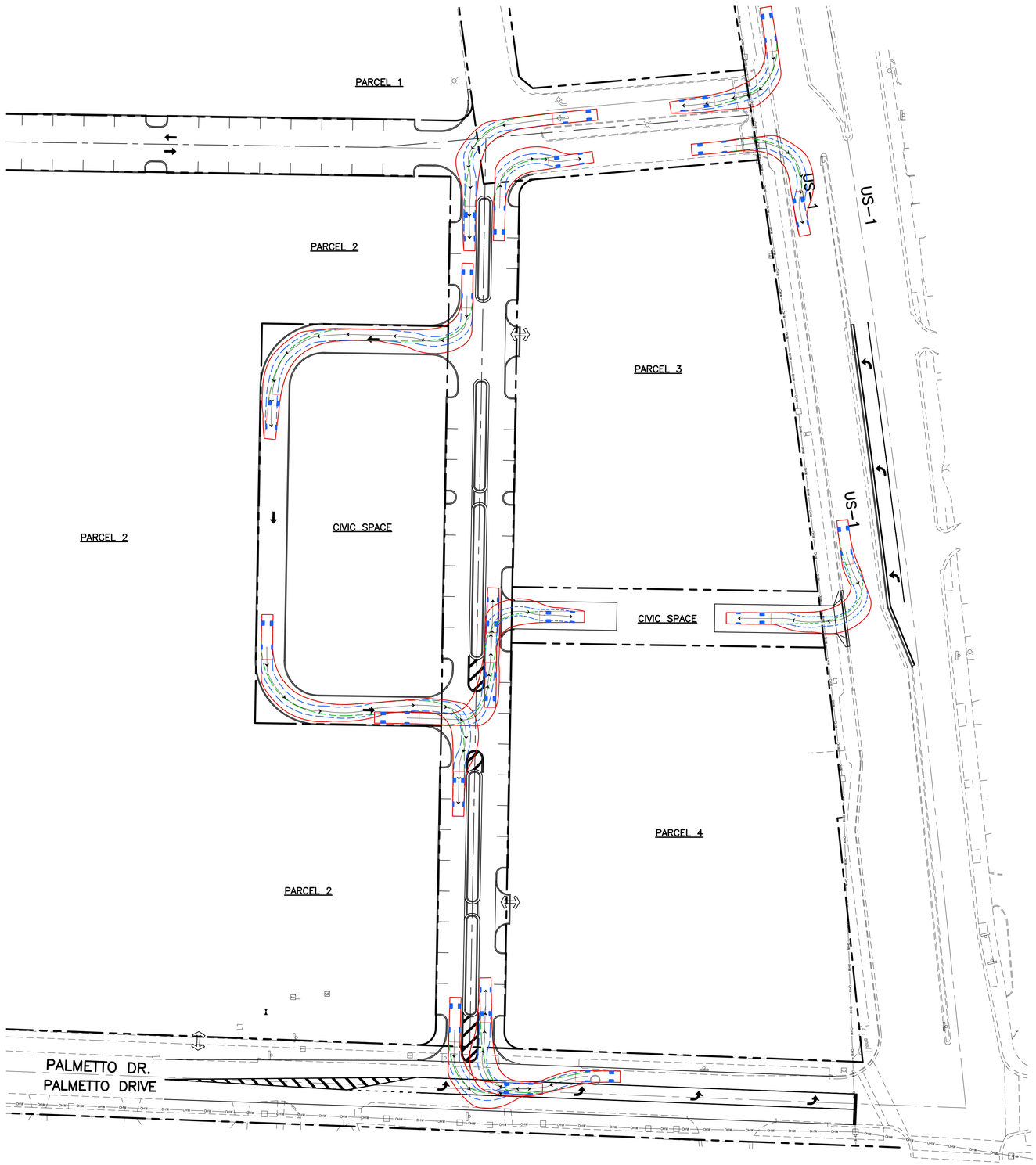
KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7459

THIS INSTRUMENT WAS PREPARED BY SCOTT F. BRYSON, IN AND FOR THE OFFICES OF KESHAVARZ & ASSOCIATES, INC. 711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401 TELEPHONE (561) 689-8600.

DATE 05/15/24	CHECKED SFB	PROJECT No.	SHEET No.
SCALE 1" = 40'	APPROVED SFB	23-1451	3 OF 3
DRAWN SFB	DWG No:D23-1451PL		

P:\23-1451 Village Shoppes\KA DWG\01_xSV-231451 Village Shoppes Prelim Plat.dwg Wednesday, July 03, 2024 10:07:00 AM

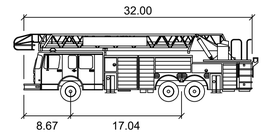
last savedP:\23-1451 Village Shoppes\KA DWG\01_xSV-231451 Village Shoppes Prelim Plat.dwg Wednesday, July 03, 2024 10:04:53 AM



LOCATION MAP
NOT TO SCALE

N

40 20 0 40 80
SCALE IN FEET
1"=40'



Fire Truck - NPB

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 40.4

RED = VEHICLE BODY
BLUE = FRONT TIRE PATH
GREEN = REAR TIRE PATH

11/13/2023

REVISIONS

SIMMONS & WHITE
2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3452 | 561.478.7848

VILLAGE PLACE
SECTION 16&21, TOWNSHIP 42S., RANGE 43E.
VILLAGE OF NORTH PALM BEACH, FLORIDA
FIRE TRUCK AUTOTURN ANALYSIS

DESIGN	DRAWN	CHECKED	APPROVED	DATE
B.K.	D.B.			

JOB NO.	DRAWING NO.	SHEET	OF
21-191	21191AT01	1	1

Y:\AUTOCAD_FILES\2021\21-191\EXHIBITS\AUTOTURN ANALYSIS\2023-11-13 Fire.dwg 11/13/2023 12:00 PM Brandon Longo

VILLAGE PLACE

Renderings are conceptual and subject to modification. For illustrative purposes only.

VILLAGE PLACE

Renderings are conceptual and subject to modification. For illustrative purposes only.

Gensler

VILLAGE PLACE

Renderings are conceptual and subject to modification. For illustrative purposes only.

VILLAGE PLACE

Renderings are conceptual and subject to modification. For illustrative purposes only.

Renderings are conceptual and subject to modification. For illustrative purposes only.

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SIMMONS & WHITE

ENGINEERING | PLANNING | CONSULTING | SINCE 1982

August 18, 2023
Job No. 21-191B

DRAINAGE STATEMENT

Village Place
Village of North Palm Beach, Florida

SITE DATA

The subject parcel is located in the southwest corner of US Highway One and Northlake Boulevard in Village of North Palm Beach, Florida and contains approximately 13.16 acres. The parcel contains a 126,330 SF shopping plaza, 9790 SF pharmacy, 5000 SF bank, 3098 SF fast food restaurant and 2410 SF gas station with convenience store. The 126,330 SF shopping plaza will be demolished along with the existing parking lot. The proposed plan of development will consist of 947 multi-family dwelling units, 206 age restricted multi-family dwelling units, 222-room hotel, 131,100 SF retail, 9790 SF pharmacy, 5000 SF bank, 3028 SF fast food and gas station with convenience store. For additional information regarding site location and layout, please refer to the site plan prepared by Gentile Holloway O'Mahoney & Associates.

SITE DRAINAGE

The site is located within the boundaries of the South Florida Water Management District Intracoastal Basin. The existing South Florida Water Management District Permit No. 50-04324-P will be modified to include Parcel 4, Parcel 2 and a portion of Parcel 3. It is proposed that runoff be directed to on-site water management areas by means of paved or grass swales and/or inlets and storm sewer. Each parcel will provide water quality in exfiltration trench. Water quantity to be obtained in existing onsite lakes and proposed storm chambers. Site grading to match existing permitted grades. The site will retain the entire runoff volume up to and including the 25-year, 3-day storm per South Florida Water Management District Permit No. 50-04324-P. Drainage design is to address the following:

1. On-site retention of the runoff from the 25-year, 3 day rainfall event.

2. Off-site discharge will occur at the 100-year, 3-day event.

2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.338 www.simmonsandwhite.com
Certificate of Authorization Number 3452

SITE DRAINAGE (Cont.)

3. Building floor elevations to be set at or above the level produced by the 100 year - 3 day rainfall event.

4. Roads to be protected from flooding during the 3 year - 24 hour event.

5. Due consideration to water quality.

Required Permits/Approvals:

1. South Florida Water Management District Environmental Resource Permit

2. Florida Department of Transportation Drainage Permit

3. Village of North Palm Beach Engineering Approval

Erik R. Cooper, P.E.
FL Reg. No. 56934

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VILLAGE OF
NORTH PALM BEACH
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COMMUNITY DEVELOPMENT
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FISCAL IMPACT ANALYSIS
VILLAGE PLACE
MIXED-USE DEVELOPMENT
VILLAGE OF NORTH PALM BEACH, FL

September 25, 2023

Prepared for

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Fiscal Impact Analysis
Village Place
Mixed-Use Development

1.0 Introduction and Summary of Results

1.1 Background

NP Devland Holdings, LLC ("Client") is planning the mixed-use development of 3 rental apartment buildings, a condominium building, a hotel, and a senior living facility ("Project") on 13.155 +/- acres. The Project will also incorporate (a) 100,000 square feet of community retail space within the six buildings and (b) 2,759 structure parking spaces. The property is located on US Highway One and Palmetto Drive, in the Village of North Palm Beach, Florida ("City").

1.2 Assignment

NP Devland Holdings, LLC retained Fishkind Litigation Services, Inc. ("FLS") to analyze the fiscal impact (the cost and revenue effects) of the proposed Project on the Village of North Palm Beach.

1.3 Summary of Results

The development of the Project will have very significant, positive, fiscal impacts on the City as shown in Table 1. This analysis is based on the development plan comprising of 100,000 SF of community retail, 947 rental apartment units, 222 hotel rooms, 206 senior living facility units, and 133 condominium units estimated to be completed in two phases by 2030. The Project property values produces annual fiscal surpluses ranging from $1.7 million in 2028 to $5.7 million by 2062. As Table 2 shows, on a cumulative basis, the operating surplus is $13.5 million by 2032 (5 years) growing to $164 million by 2062 (35 years). By 2062, the present value at 5% interest of the net fiscal impact is estimated at $69.8 million.

Table 1
Summary of Fiscal Impacts
Village Place Mixed -Use Development
Net Fiscal Impacts for Selected Years

Year	Assessed Values	Ad Valorem	Total Operating Revenue	Total Operating Expenditure	Net Fiscal Impact
2028	218,333,946	1,528,338	2,589,617	850,683	1,738,934
2032	585,901,882	4,101,313	7,662,183	3,344,853	4,317,330
2037	615,788,767	4,310,521	7,871,392	3,344,853	4,526,538
2042	647,200,182	4,530,401	8,091,271	3,344,853	4,746,418
2047	680,213,896	4,761,497	8,322,367	3,344,853	4,977,514
2052	714,911,641	5,004,381	8,565,252	3,344,853	5,220,399
2057	751,379,320	5,259,655	8,820,525	3,344,853	5,475,672
2062	789,707,217	5,527,951	9,088,821	3,344,853	5,743,968

Table 2
Summary of Fiscal Impacts
Village Place Mixed -Use Development
Cumulative Net Fiscal Impacts

Year	Cumulative Impact	Interest Rate	Years	Present Values
2032	$13,482,832	5.0%	5	$11,354,062
2037	$35,692,945	5.0%	10	$26,408,647
2042	$58,980,901	5.0%	15	$38,776,719
2047	$83,401,683	5.0%	20	$48,938,802
2052	$109,013,074	5.0%	25	$57,289,235
2057	$135,875,808	5.0%	30	$64,151,678
2062	$164,053,717	5.0%	35	$69,791,819

2.0 Methodology

2.1 Overview

The Client requested a submission of a fiscal impact report quantifying the costs and revenue impacts on the City's budget from the proposal to construct the mixed-use project consisting of 100,000 SF of retail space, 3 rental apartment buildings, a condominium building, a hotel, and a senior living facility on 13.155 +/- acres. The property is located on US Highway One and Palmetto Drive, in the Village of North Palm Beach, Florida.

The fiscal impact study is a set of statistical data and information based on new development in a jurisdiction. Its purpose is to legally justify to the Village of North Palm Beach the ability to provide capital improvement, mill levy increases, as well as impact fees. The Fiscal Impact Analysis encompasses multiple methods to demonstrate that a development will pay the full costs of all public facilities and services that are required to support the development.

The Client has requested a study as backing or support for any amendment or change to their subdivision regulations. Fiscal impact analysis seeks to connect planning and local economics by estimating the public costs and revenues that result from change in the land use. This type of analysis is required to meet the full costs of all public facilities and services that are required to support the development and that are required to meet the level of service standards adopted by the Village of North Palm Beach.

To accomplish consistency in the analysis, FLS complies with the guide standards prepared for Sarasota County by AECOM (Architecture, Engineering, Construction, Operations, and Management) in support of permitting for the Project. Our analysis is conducted according to the 2015 report by AECOM. AECOM outlines several methodologies to conduct the fiscal impact analysis including the per capita approach.[1] AECOM notes that the per capita methodology is the most used type of analysis. The per capita approach estimates the cost of providing services on a per unit basis. The unit varies depending upon how the services are used and can include: per person, per employee, and per visitor. Similarly, most City and City revenues are appropriately estimated on a per capita basis again depending upon the revenues generated.

FLS uses all these factors depending upon the expenditure or revenue category involved. For example, law enforcement and public safety are provided to all residents, visitors, and employees. FLS measures residents, visitors, and employees on a full-time equivalent ("FTE") basis. However, not all expenditures or all revenues are generated by residents, visitors, and employees. State revenue

[1] AECOM (2015), page 2.

sharing funds are provided through a population-based formula, so for this revenue item FLS only uses population. FLS's application of the per capita method for both revenues and expenditures is consistent with AECOM.

FLS uses all categories of revenue and expenditures included in the Village of North Palm Beach budget (but not all fund types as discussed above). FY2021 actual reported to the State includes 49 revenue line items and 40 expenditure categories. Not all revenues and expenditures relate to the fund types included in our analysis. As discussed above, except for ad valorem tax revenues, each category of revenue and expenditure is included and analyzed using the modified per capita approach. It is impractical to discuss each category. However, FLS has included our fiscal impact analysis model in excel with this report to provide a full and detailed submission of our calculations.

Ad valorem revenues are calculated directly based on the development program, product pricing, and estimates for homestead exemptions for condominium products, and assessment ratios. All other revenues are estimated via the per capita, unit, approach with the unit varying as required.
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Capital impacts are measured by the formulae for impact fees. The Village of North Palm Beach does not have impact fee requirements. There are impact fee requirements for Palm Beach County.

2.2 Operating Revenues

Except for ad valorem revenues, which are discussed in more detail below, operating revenues were calculated using the modified per capita method based on the City's actual for FY2021 as reported to the State of Florida, Division of Banking. Consistent with the AECOM parameters, FLS included the following fund types: (a) general fund; (b) special revenue fund; (c) debt service fund; (d) permanent fund; (e) internal service; (f) pension; and (g) component. FLS excluded the following fund types: (a) debt service; (b) capital projects; and (c) enterprise.
The debt service fund relates to prior commitments and is not directly impacted by future growth or the Project. While the Project will contribute to this fund, the impact is relatively small. The impact of the Project on capital funds is calculated separately, so this fund is excluded to avoid double counting. The enterprise fund is also excluded because enterprise funds are designed to be self-funding.

Ad valorem taxes generated by the Project are a function of: (a) the development program for the Project; (b) its projected valuation and absorption; and (c) the City's adopted millage rates for general revenue totaling 7.00 mills. Concerning timing, FLS takes a stricter and more conservative approach than AECOM. FLS recognizes that there is a 4-year lag between the time condo units and hotel rooms are permitted and consuming services, and the time that property is included in the tax roll and paying ad valorem taxes.

2.3 Operating Expenses

Operating expenses are correctly calculated by fund type using the modified per capita approach. As noted above, the per capita units are carefully tailored to the type of expenditure. We have included impacts from residents and employees measured on an FTE basis and included FTE visitors who also consume these services.

3.0 Development Program

The fiscal impact analysis is based exclusively on the projected development of Project (Table 3A -Development Plan & Appendix A -Site Plan) which comprises 947 apartment units ,222 hotel rooms, 206 senior living facility units, and 133 condominium units. The Project incorporates 100,000 SF of community retail space within the six buildings and 2,759 structure parking spaces. The Project has an estimated property value of $772.4 million, per Table 3. The development program is on the tax role as provided in Table 4 and is completed in two phases, (a) phase 1 construction completed 2027, and (b) phase 2 construction completed 2030.

TABLE 3A VILLAGE PLACE - DEVELOPMENT PLAN

				Units					Square Feet
Parcel Number Per Site Plan	Acres	Number of Buildings	Stories	Multi Family-Rental Apartments	Multi Family-Condominium	Hotel	Senior Living Facility	Total Units	Community/ Retail Incorporated within the 6 Buildings
1	2.7000	2	14	338	133			471	15,750
2	5.2700	2	10	609				609	54,810
3	1.3400	1	9			222		222	20,700
4	1.6100	1	9				206	206	8,740
Subtotal	**10.9200**	**6**		**947**	**133**	**222**	**206**	**1,508**	**100,000**
Civic Open Space	1.0800								
Road ROW	1.1550							-	
Total	**13.1550**								

See Appendix A- Site Plan

Table 3 Village Place Property Valuation			
Category	Units	Average Property Value Per	Average Property Value Per Category
Multi Family-Rental Apartments	947	$ 412,999	391,110,016
Multi Family-Condominium	133	1,105,000	146,965,000
Hotel	222	533,584	118,455,593
Senior Living Facility	206	431,654	88,920,773
Subtotal	1,508		**745,451,381**
Category	Square Feet	Average Property Value Per SF	Average Property Value Per Category
Commercial/Retail -100,000 SF	100,000	$ 270	**27,000,000**
Total Project			**772,451,381**

Table 4 Village Place Development Scenario	Mixed -Use Development								
Real Estate on Tax Roll	2024	2025	2026	2027	2028	2029	2030	2031	Total
Multi Family-Rental Apartments	-	-	-	-	338	-	-	609	947
Multi Family-Condominium	-	-	-	-	133	-	-	-	133
Hotel	-	-	-	-	-	-	-	222	222
Senior Living Facility	-	-	-	-	206	-	-	-	206
Subtotal	-	-	-	-	677	-	-	831	1,508
Commercial/Retail -100,000 SF	-	-	-	-	50,000	-	-	50,000	100,000
Permits for Construction	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total**
Multi Family-Rental Apartments	338	-	-	-	609	-	-	-	947
Multi Family-Condominium	133	-	-	-	-	-	-	-	133
Hotel	-	-	-	-	222	-	-	-	222
Senior Living Facility	206	-	-	-	-	-	-	-	206
Subtotal	677	-	-	-	831	-	-	-	1,508
Commercial/Retail -100,000 SF	50,000	-	-	-	50,000	-			100,000

4.0 Fiscal Impact – Operating Revenues and Expenses – Tables 5,6,7,8, and 9

Using the methodology described in Section 2, the fiscal impacts of the Project on the City's operating budget are summarized below in Table 5. The Project produces a fiscal surplus in its first year of $1.7 million, 2028, when its value is included in the City's taxable value base determined by the property appraiser. By

2037, at 10 years, the net fiscal impact is estimated at $4.5 million with a cumulative total of nearly $35.7 million.

Table 5
Village Place Mixed -Use Development
Fiscal Impact - Operating Revenue and Expenditures

Year	Assessed Value	Ad Valorem	Total Operating Revenue	Total Operating Expenditure	Net Fiscal Impact	Cumulative Net Fiscal Impact	Years	Present Value of Net Fiscal Impact at 5% Interest
2028	$ 218,333,946	$ 1,528,338	$ 2,589,617	$ 850,683	$ 1,738,934	$ 1,738,934		
2032	$ 585,901,882	$ 4,101,313	$ 7,662,183	$ 3,344,853	$ 4,317,330	$ 13,482,832	5	$ 11,354,062
2037	$ 615,788,767	$ 4,310,521	$ 7,871,392	$ 3,344,853	$ 4,526,538	$ 35,692,945	10	$ 26,408,647
2042	$ 647,200,182	$ 4,530,401	$ 8,091,271	$ 3,344,853	$ 4,746,418	$ 58,980,901	15	$ 38,776,719
2047	$ 680,213,896	$ 4,761,497	$ 8,322,367	$ 3,344,853	$ 4,977,514	$ 83,401,683	20	$ 48,938,802
2052	$ 714,911,641	$ 5,004,381	$ 8,565,252	$ 3,344,853	$ 5,220,399	$ 109,013,074	25	$ 57,289,235
2057	$ 751,379,320	$ 5,259,655	$ 8,820,525	$ 3,344,853	$ 5,475,672	$ 135,875,808	30	$ 64,151,678
2062	$ 789,707,217	$ 5,527,951	$ 9,088,821	$ 3,344,853	$ 5,743,968	$ 164,053,717	35	$ 69,791,819

The strong growth in net fiscal surpluses is driven by the gains in total taxable values. Table 6 displays the growth in taxable value generated by the Project for the Village of North Palm Beach. Taxable value rises from almost $218 million in 2028 to more than $616 million in 2037. Within the 13.155 acre which comprises the Project ,0.84 acres or 6.5% of the land is in the Lake Park municipality. Within the Project, the Lake Park municipality property is designated as an open space or road and does not subtract from the values in Table 6.

Table 6
Village Place
Taxable Property Values

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Residential										
Multi Family-Rental Apartments	124,707,179	125,954,250	127,213,793	359,988,688	363,588,575	367,224,461	370,896,705	374,605,672	378,351,729	382,135,246
Hotel	-	-	-	109,029,868	110,120,166	111,221,368	112,333,582	113,456,918	114,591,487	115,737,402
Senior Living Facility	79,438,132	80,232,513	81,034,838	81,845,187	82,663,639	83,490,275	84,325,178	85,168,430	86,020,114	86,880,315
Subtotal	204,145,311	206,186,764	208,248,631	550,863,743	556,372,380	561,936,104	567,555,465	573,231,019	578,963,330	584,752,963
Multi Family-Condominium	-	-	-	-	-	-	-	-	-	-
Total Residential										
Total Taxable Value -Residential	204,145,311	206,186,764	208,248,631	550,863,743	556,372,380	561,936,104	567,555,465	573,231,019	578,963,330	584,752,963
Commercial/Retail										
Community Retail	14,188,636	14,330,522	14,473,827	29,237,131	29,529,502	29,824,797	30,123,045	30,424,276	30,728,519	31,035,804
Total Taxable Value -Commercial /Retail	14,188,636	14,330,522	14,473,827	29,237,131	29,529,502	29,824,797	30,123,045	30,424,276	30,728,519	31,035,804
Total Taxable Value	218,333,946	220,517,286	222,722,459	580,100,874	585,901,882	591,760,901	597,678,510	603,655,295	609,691,848	615,788,767
Years	1	2	3	4	5	6	7	8	9	10

Table 6
Village Place
Taxable Property Values

	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062
Residential										
Multi Family-Rental Apartments	448,083,629	452,564,465	457,090,110	461,661,011	466,277,621	470,940,398	475,649,802	480,406,300	485,210,363	490,062,466
Hotel	135,711,206	137,068,318	138,439,001	139,823,391	141,221,625	142,633,841	144,060,179	145,500,781	146,955,789	148,425,347
Senior Living Facility	101,874,002	102,892,742	103,921,669	104,960,886	106,010,495	107,070,600	108,141,306	109,222,719	110,314,946	111,418,096
Subtotal	685,668,837	692,525,525	699,450,780	706,445,288	713,509,741	720,644,839	727,851,287	735,129,800	742,481,098	749,905,909
Multi Family-Condominium	-	-	-	-	-	-	-	-	-	-
Total Residential										
Total Taxable Value -Residential	685,668,837	692,525,525	699,450,780	706,445,288	713,509,741	720,644,839	727,851,287	735,129,800	742,481,098	749,905,909
Commercial/Retail										
Community Retail	36,391,921	36,755,840	37,123,398	37,494,632	37,869,579	38,248,274	38,630,757	39,017,065	39,407,235	39,801,308
Total Taxable Value -Commercial /Retail	36,391,921	36,755,840	37,123,398	37,494,632	37,869,579	38,248,274	38,630,757	39,017,065	39,407,235	39,801,308
Total Taxable Value	722,060,758	729,281,365	736,574,179	743,939,921	751,379,320	758,893,113	766,482,044	774,146,865	781,888,333	789,707,217
Years	26	27	28	29	30	31	32	33	34	35

Table 7 shown below, presents the key assumptions employed in calculating the taxable values shown previously. Our assumptions related to the assessment ratio and percentage of homes expected to take advantage of the homestead exemption are more conservative than those of AECOM making our analysis more conservative than if we had adopted the AECOM assumptions for these parameters.

Using data from Census On-the-Map, we determined that there were 5,132 City residents who also work in the city. Since we also included all employees, FLS weighted resident employees by 0.7619 to avoid double counting. Non-working residents are weighed at 1.0 FTE. Seasonal residents are at 0.3462 reflecting seasonal demands on City services.

Persons per household and total households are from Florida Population Studies.

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Table 7
Village Place
Fiscal Impact Assumptions

Real Estate Taxes			
Taxable Assessment Ratio	85%		
Homestead Exemption	$ 50,000		
% Single-Family with Homestead	90%		
% Multifamily with Homestead	60%		
Annual growth rate of Residential Property Value	1.0%		
Annual growth rate of Non-Residential Property Value	1.0%		
Taxable Assessment			
Millage			
General Revenue	7.0000	Mills	
Total	7.0000	Mills	

Population & Employment			
		Equivalent	**Full-Time**
	Amount	**Factor**	**Equivalent**
Population-Working Residents	5,132	76.26%	3,913
Population-Non-Working Residents	8,034	100.00%	8,034
Population- Seasonal	2,876	34.62%	996
Total Population (peak season)	16,042		12,943
Population (total)	13,166		
Employment (total)	4,634	96.7%	4,481
Full-Time Equivalent Visitors			241
Persons per Household - Single Family	2.07		
Persons per Household - Multifamily	2.23		
Total Households	6,316		
Total Housing Units	8,214		
Hotel Assumptions-Visitors			
Total Number of Rooms	154	CoStar	
Average Occupancy	71.0%	CoStar	
Average Persons per Room	2.2	CoStar	
Employment Assumptions			
Community Retail (1 employee per 383 SF of retail)	261		
Hotel (12 employees for every 10 rooms)	266		
Senior Living Facility (1 employee per 20 residents)	15		
Unemployment Rate	3.3%	Jul-23	

Property Valuation			
Property Type	**Average Value**		
Multi Family-Rental Apartments	$ 414,483	Per Unit	
Hotel	$ 534,289	Per Unit	
Senior Living Facility	$ 432,571	Per Unit	
Multi Family-Condominium	$ 1,105,000	Per Unit	
Commercial /Retail	$ 270	Per Square Foot	

Table 8 summarizes the results of the fiscal analysis for the City's operating budget for a 10-year period. In 2031, the Project is estimated to generate a resident population of 1,382 and a seasonal population of 260 . The Hotel in the Project is estimated to generate 347 full-time equivalent visitors and 266 employees. The total employment estimated to be generated by the Project is 527 employees.

Table 8
Village Place
Mixed -Use Development
Development Impact Summary

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Residential Units	677	677	677	1,286	1,286	1,286	1,286	1,286	1,286	1,286
Resident Households	477	477	477	907	907	907	907	907	907	907
Peak Population										
Resident Population	493	493	493	1,382	1,382	1,382	1,382	1,382	1,382	1,382
Seasonal Population	93	93	93	260	260	260	260	260	260	260
Employment										
Retail / Commercial	-	-	261	261	261	261	261	261	261	261
Hotel	-	-	266	266	266	266	266	266	266	266
Senior Living Facility	-	-	-	-	-	-	-	-	-	-
Total Employees	-	-	527	527	527	527	527	527	527	527
	-	-	-	-	-	-	-	-	-	-
Full-Time Equivalent Visitors	-	-	347	347	347	347	347	347	347	347
Village of North Palm Beach										
Total Operating Revenues	2,589,617	2,604,900	3,207,741	7,621,576	7,662,183	7,703,196	7,744,620	7,786,457	7,828,713	7,871,392
Total Operating Expenditures	850,683	850,683	1,812,113	3,344,853	3,344,853	3,344,853	3,344,853	3,344,853	3,344,853	3,344,853
Net Fiscal Impact	1,738,934	1,754,217	1,395,628	4,276,723	4,317,330	4,358,343	4,399,767	4,441,604	4,483,860	4,526,538
Years	1	2	3	4	5	6	7	8	9	10
	5 Years	**10 Years**	**15 Years**	**20 Years**	**25 Years**	**30 Years**	**35 Years**			
Net Present Value of Operating Impact	11,354,062	26,408,647	38,776,719	48,938,802	57,289,235	64,151,678	69,791,819			
Operating Impact at 5% Interest										

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Detail analysis (Table 9) is presented through 2037 which is a 10-year projection.

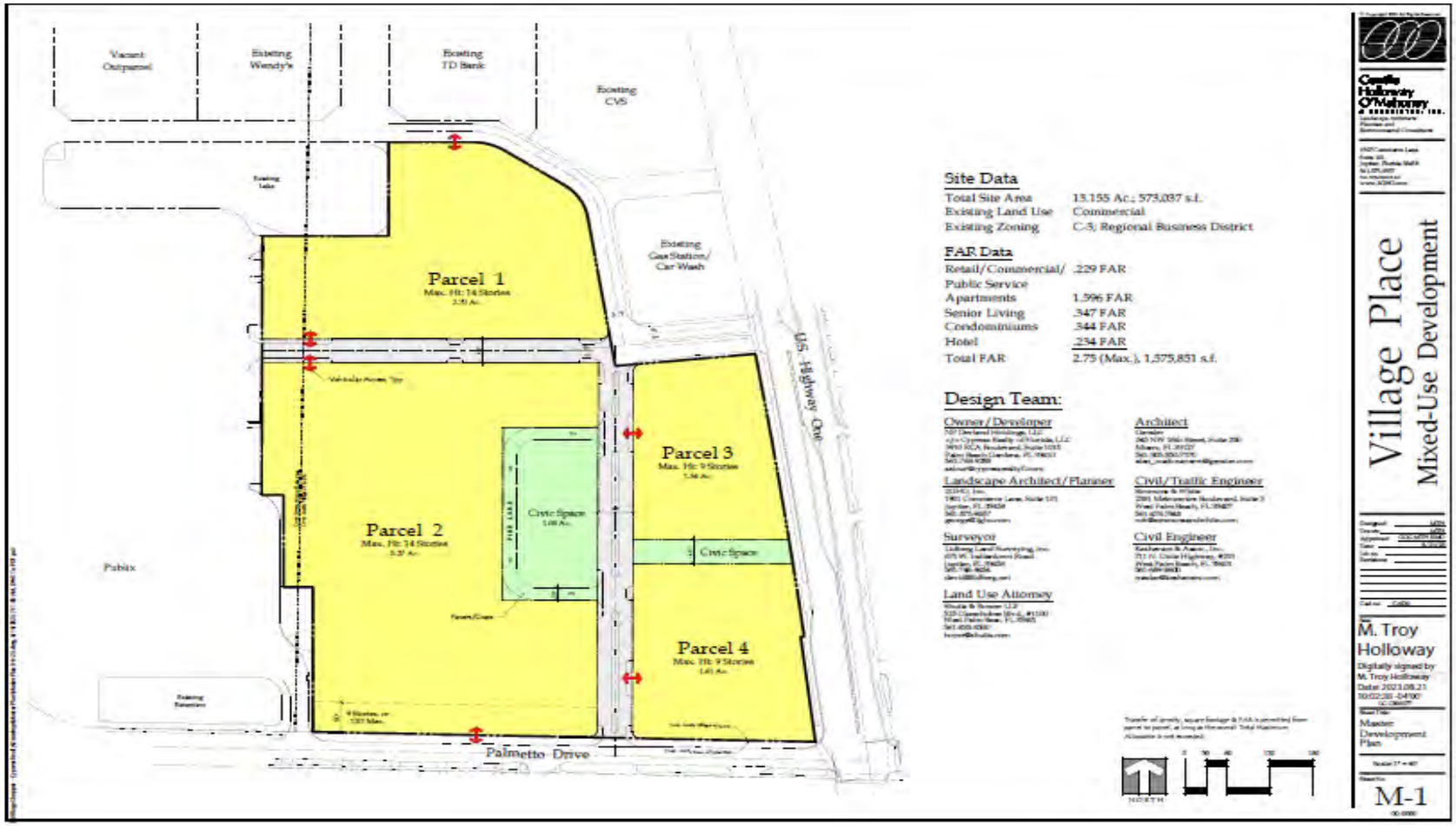
Table 9
Village Place
Mixed -Use Development
Fiscal Impact Detail Operating Revenue and Expenses

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Revenues										
311000 - Ad Valorem Taxes	1,528,338	1,543,621	1,559,057	4,060,706	4,101,313	4,142,326	4,183,750	4,225,587	4,267,843	4,310,521
341900 - Other General Government Charges and Fees	18	18	53	85	85	85	85	85	85	85
342100 - Service Charge - Law Enforcement Services	3,015	3,015	8,779	14,210	14,210	14,210	14,210	14,210	14,210	14,210
342500 - Service Charge - Protective Inspection Fees	7,891	7,891	22,980	37,198	37,198	37,198	37,198	37,198	37,198	37,198
342600 - Service Charge - Ambulance Fees	479	479	1,394	2,257	2,257	2,257	2,257	2,257	2,257	2,257
342900 - Service Charge - Other Public Safety Charges and Fees	11,844	11,844	34,490	55,830	55,830	55,830	55,830	55,830	55,830	55,830
343400 - Service Charge - Garbage/Solid Waste	74	74	216	349	349	349	349	349	349	349
347100 - Service Charge - Libraries	2,176	2,176	4,652	8,573	8,573	8,573	8,573	8,573	8,573	8,573
347200 - Service Charge - Parks and Recreation	6,904	6,904	14,759	27,199	27,199	27,199	27,199	27,199	27,199	27,199
347500 - Service Charge - Special Recreation Facilities	490	490	1,047	1,929	1,929	1,929	1,929	1,929	1,929	1,929
347900 - Service Charge - Other Culture/Recreation Charges	5,002	5,002	14,567	23,581	23,581	23,581	23,581	23,581	23,581	23,581
312410 - First Local Option Fuel Tax	2,278	2,278	4,870	8,974	8,974	8,974	8,974	8,974	8,974	8,974
312420 - Second Local Option Fuel Tax	5,065	5,065	14,749	23,875	23,875	23,875	23,875	23,875	23,875	23,875
312510 - Fire Insurance Premium Tax (Firefighters' Pension)	3,952	3,952	8,448	15,568	15,568	15,568	15,568	15,568	15,568	15,568
312520 - Casualty Insurance Premium Tax (Police Officers' Retirement)	26,003	26,003	55,591	102,442	102,442	102,442	102,442	102,442	102,442	102,442
312630 - Local Government Infrastructure Surtax	34,636	34,636	74,046	136,453	136,453	136,453	136,453	136,453	136,453	136,453
314100 - Utility Service Tax - Electricity	10,981	10,981	23,476	43,262	43,262	43,262	43,262	43,262	43,262	43,262
314300 - Utility Service Tax - Water	2,296	2,296	4,909	9,047	9,047	9,047	9,047	9,047	9,047	9,047
314400 - Utility Service Tax - Gas	17,354	17,354	37,100	68,367	68,367	68,367	68,367	68,367	68,367	68,367
315100 - State Communications Services Taxes	7,532	7,532	16,103	29,675	29,675	29,675	29,675	29,675	29,675	29,675
316000 - Local Business Tax (Chapter 205)	6,001	6,001	12,829	23,642	23,642	23,642	23,642	23,642	23,642	23,642
331900 - Federal Grant - Other	337	337	337	944	944	944	944	944	944	944
334700 - State Grant - Culture/Recreation	10,963	10,963	10,963	30,716	30,716	30,716	30,716	30,716	30,716	30,716
335125 - Municipal Revenue Sharing Program - Proceeds	290	290	290	814	814	814	814	814	814	814
335150 - State Revenue Sharing - Alcoholic Beverage Licenses	28,367	28,367	28,367	79,478	79,478	79,478	79,478	79,478	79,478	79,478
335180 - State Revenue Sharing - Local Government Half-Cent Sales Tax	178	178	178	499	499	499	499	499	499	499
335480 - State Revenue Sharing - Other Transportation	820	820	820	2,296	2,296	2,296	2,296	2,296	2,296	2,296
338000 - Shared Revenue From Other Local Units	949	949	949	2,659	2,659	2,659	2,659	2,659	2,659	2,659
351900 - Judgments and Fines - Other Court Ordered	0	0	1	2	2	2	2	2	2	2
352000 - Fines - Library	1,871	1,871	5,449	8,820	8,820	8,820	8,820	8,820	8,820	8,820
354000 - Fines - Local Ordinance Violation	831	831	2,421	3,919	3,919	3,919	3,919	3,919	3,919	3,919
359000 - Other Judgments, Fines and Forfeits	4,557	4,557	9,741	17,952	17,952	17,952	17,952	17,952	17,952	17,952
361100 - Interest	25,394	25,394	54,288	100,041	100,041	100,041	100,041	100,041	100,041	100,041
361200 - Dividends	202,322	202,322	432,534	797,074	797,074	797,074	797,074	797,074	797,074	797,074
361300 - Net Increase (Decrease) in Fair Value of Investments	3,874	3,874	8,282	15,262	15,262	15,262	15,262	15,262	15,262	15,262
364000 - Disposition of Fixed Assets	1,771	1,771	3,786	6,977	6,977	6,977	6,977	6,977	6,977	6,977
365000 - Sale of Surplus Materials and Scrap	190	190	406	748	748	748	748	748	748	748
366000 - Contributions and Donations from Private Sources	45,404	45,404	97,067	178,874	178,874	178,874	178,874	178,874	178,874	178,874
368000 - Pension Fund Contributions	5,282	5,282	11,292	20,808	20,808	20,808	20,808	20,808	20,808	20,808
369900 - Other Miscellaneous Revenues	2,963	2,963	6,335	11,674	11,674	11,674	11,674	11,674	11,674	11,674
381000 - Inter-Fund Group Transfers In	43,235	43,235	92,430	170,329	170,329	170,329	170,329	170,329	170,329	170,329
384000 - Debt Proceeds	32,420	32,420	32,420	90,835	90,835	90,835	90,835	90,835	90,835	90,835
322000 - Building Permits	7,304	7,304	7,304	20,464	20,464	20,464	20,464	20,464	20,464	20,464
322900 - Permits - Other	24,178	24,178	24,178	67,740	67,740	67,740	67,740	67,740	67,740	67,740
323100 - Franchise Fee - Electricity	9,541	9,541	9,541	26,730	26,730	26,730	26,730	26,730	26,730	26,730
323300 - Franchise Fee - Water	1,088	1,088	1,088	3,049	3,049	3,049	3,049	3,049	3,049	3,049
323400 - Franchise Fee - Gas	10	10	10	29	29	29	29	29	29	29
325100 - Special Assessments - Capital Improvement	453,149	453,149	453,149	1,269,623	1,269,623	1,269,623	1,269,623	1,269,623	1,269,623	1,269,623
Total Revenues	**2,589,617**	**2,604,900**	**3,207,741**	**7,621,576**	**7,662,183**	**7,703,196**	**7,744,620**	**7,786,457**	**7,828,713**	**7,871,392**

Table 9
Village Place
Mixed -Use Development
Fiscal Impact Detail Operating Revenue and Expenses

Continued	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Expenditures										
571.10 - Libraries - Personnel Services	16,469	16,469	35,208	64,881	64,881	64,881	64,881	64,881	64,881	64,881
571.30 - Libraries - Operating Expenses	2,340	2,340	5,002	9,218	9,218	9,218	9,218	9,218	9,218	9,218
571.60 - Libraries - Capital Outlay	2,421	2,421	2,421	6,784	6,784	6,784	6,784	6,784	6,784	6,784
572.10 - Parks/Recreation - Personnel Services	11,598	11,598	33,775	54,672	54,672	54,672	54,672	54,672	54,672	54,672
572.30 - Parks/Recreation - Operating Expenses	9,933	9,933	28,926	46,823	46,823	46,823	46,823	46,823	46,823	46,823
572.60 - Parks/Recreation - Capital Outlay	18,971	18,971	55,246	89,428	89,428	89,428	89,428	89,428	89,428	89,428
511.10 - Legislative - Personnel Services	1,297	1,297	1,297	3,633	3,633	3,633	3,633	3,633	3,633	3,633
511.30 - Legislative - Operating Expenses	2,009	2,009	2,009	5,628	5,628	5,628	5,628	5,628	5,628	5,628
512.10 - Executive - Personnel Services	24,039	24,039	24,039	67,351	67,351	67,351	67,351	67,351	67,351	67,351
512.30 - Executive - Operating Expenses	3,158	3,158	3,158	8,849	8,849	8,849	8,849	8,849	8,849	8,849
513.10 - Financial and Administrative - Personnel Services	34,650	34,650	34,650	97,083	97,083	97,083	97,083	97,083	97,083	97,083
514.30 - Legal Counsel - Operating Expenses	4,769.41	4,769.41	4,769.41	13,362.82	13,362.82	13,362.82	13,362.82	13,362.82	13,362.82	13,362.82
515.10 - Comprehensive Planning - Personnel Services	6,728	6,728	6,728	18,849	18,849	18,849	18,849	18,849	18,849	18,849
515.30 - Comprehensive Planning - Operating Expenses	2,832	2,832	2,832	7,936	7,936	7,936	7,936	7,936	7,936	7,936
518.30 - Pension Benefits - Operating Expenses	50,803	50,803	50,803	142,337	142,337	142,337	142,337	142,337	142,337	142,337
519.30 - Other General Government - Operating Expenses	15,671	15,671	45,635	73,870	73,870	73,870	73,870	73,870	73,870	73,870
519.60 - Other General Government - Capital Outlay	43,235	43,235	43,235	121,135	121,135	121,135	121,135	121,135	121,135	121,135
519.70 - Other General Government - Debt Service	41,054	41,054	41,054	115,024	115,024	115,024	115,024	115,024	115,024	115,024
581.90 - Interfund Transfers Out - Other Uses	106,775	106,775	106,775	299,159	299,159	299,159	299,159	299,159	299,159	299,159
534.10 - Garbage/Solid Waste - Personnel Services	33,503	33,503	97,565	157,930	157,930	157,930	157,930	157,930	157,930	157,930
534.30 - Garbage/Solid Waste - Operating Expenses	6,990	6,990	20,357	32,952	32,952	32,952	32,952	32,952	32,952	32,952
534.60 - Garbage/Solid Waste - Capital Outlay	1,542	1,542	1,542	4,321	4,321	4,321	4,321	4,321	4,321	4,321
539.10 - Other Physical Environment - Personnel Services	24,141	24,141	70,301	113,798	113,798	113,798	113,798	113,798	113,798	113,798
539.60 - Other Physical Environment - Capital Outlay	1,566	1,566	4,560	7,381	7,381	7,381	7,381	7,381	7,381	7,381
521.10 - Law Enforcement - Personnel Services	147,210	147,210	428,688	693,927	693,927	693,927	693,927	693,927	693,927	693,927
521.30 - Law Enforcement - Operating Expenses	25,236	25,236	73,491	118,961	118,961	118,961	118,961	118,961	118,961	118,961
521.60 - Law Enforcement - Capital Outlay	1,255	1,255	3,654	5,914	5,914	5,914	5,914	5,914	5,914	5,914
522.10 - Fire Control - Personnel Services	88,837	88,837	258,703	418,768	418,768	418,768	418,768	418,768	418,768	418,768
522.30 - Fire Control - Operating Expenses	8,683	8,683	25,287	40,933	40,933	40,933	40,933	40,933	40,933	40,933
524.10 - Protective Inspections - Personnel Services	18,559	18,559	54,046	87,485	87,485	87,485	87,485	87,485	87,485	87,485
524.30 - Protective Inspections - Operating Expenses	5,069	5,069	14,762	23,896	23,896	23,896	23,896	23,896	23,896	23,896
541.10 - Road/Street Facilities - Personnel Services	12,169	12,169	35,438	57,364	57,364	57,364	57,364	57,364	57,364	57,364
541.30 - Road/Street Facilities - Operating Expenses	32,854	32,854	95,675	154,871	154,871	154,871	154,871	154,871	154,871	154,871
541.60 - Road/Street Facilities - Capital Outlay	7,419	7,419	21,606	34,974	34,974	34,974	34,974	34,974	34,974	34,974
Total Expenditures	**850,683**	**850,683**	**1,812,113**	**3,344,853**	**3,344,853**	**3,344,853**	**3,344,853**	**3,344,853**	**3,344,853**	**3,344,853**
Net Fiscal Impact	**1,738,934**	**1,754,217**	**1,395,628**	**4,276,723**	**4,317,330**	**4,358,343**	**4,399,767**	**4,441,604**	**4,483,860**	**4,526,538**
Cumulative	**1,738,934**	**3,493,151**	**4,888,778**	**9,165,502**	**13,482,832**	**17,841,175**	**22,240,942**	**26,682,546**	**31,166,406**	**35,692,945**
Years	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**

Appendix A Village Place -Site Plan



FISHKIND LITIGATION SERVICES

IMPORTANT NOTICE CONCERNING "FISCAL IMPACT ANALYSIS REPORT"

1. Fiscal Impact Analysis Report ("FIAR")

Certain portions of the FIAR have various sections of the analysis that contain forecasted financial performance based upon several current and projected market conditions. These conditions are subject to numerous risks and uncertainties that cannot be determined at this time. Each section of the FIAR contains forecasted data. While presented with numerical specificity, projected information of the type furnished above is based on estimates and assumptions that are inherently subject to significant economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the FLS's control. Accordingly, there can be no assurance that such estimates and assumptions will be accurate, and the actual results may be significantly higher or lower than those set forth.

2. Actual Results May Differ from FIAR

Due to a variety of risks and uncertainties, actual results may be materially different from the results projected in the FIAR. Accordingly, the FIAR is meant only to serve as a guide and is not intended to be relied upon as to the reasonableness of the underlying facts or assumptions. This FIAR does not contain and is not to be construed as legal, business, investment, or tax advice.

3. The Fishkind Litigation Services Inc. (FLS) Has No Duty to Update FIAR

The FIAR is current only as of September 2023. Following the delivery of this report, FLS expectations of results may change. FLS may come to believe that the FIAR is no longer accurate. FLS shall not have any obligation to update any corrections or revisions to the FIAR contained herein, even if the FLS believes the forward-looking analysis is no longer accurate. FLS does not intend to update or otherwise revise the FIAR to reflect circumstances existing after the date when made or to reflect the occurrence of future events even if any or all the assumptions underlying the projections are shown to be in error. FLS assumes no responsibility for the accuracy or validity of the FIAR.

ATTACHMENT 1
UPDATED THROUGH 1/25/2024

VILLAGE OF
NORTH PALM BEACH
JAN 25 2024
COMMUNITY DEVELOPMENT
RECEIVED

Proposed Village Place Mixed-use Development

North Palm Beach, FL

Fiscal Impact Study Peer Review

Prepared for:
Treasure Coast Regional Planning Council
Stuart, FL

On behalf of:
Village of North Palm Beach
North Palm Beach, FL

January 2024 **DRAFT**

WTL +a
Real Estate & Economic Advisors
Washington, DC—Cape Cod, MA
301.502.4171 508.214.0915

General & Limiting Conditions

Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible. These data are believed to be reliable at the time the study was conducted. This study is based on estimates, assumptions, and other information developed by WTL +Associates (referred hereinafter as "WTL+a") from its independent research effort, general knowledge of the market and the industry, and consultations with the client and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agent and/or representatives, or any other data source used in preparing or presenting this study.

No warranty or representation is made by WTL+a that any of the projected values or results contained in this study will be achieved. Possession of this study does not carry with it the right of publication thereof or to use the name of "WTL+a" in any manner without first obtaining the prior written consent of WTL+a. No abstracting, excerpting or summarizing of this study may be made without first obtaining the prior written consent of WTL+a. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person, other than the client, without first obtaining the prior written consent of WTL+a. This study may not be used for purposes other than that for which it is prepared or for which prior written consent has first been obtained from WTL+a.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.

1 Executive Summary

Introduction

In 2021, WTL+a, a real estate and economic development consulting firm with extensive experience throughout Florida, completed a real estate market analysis of redevelopment potentials as part of a planning evaluation for the Twin City Mall site for Treasure Coast Regional Planning Council (TCRPC), on behalf of the Village of North Palm Beach (Village) and Town of Lake Park (Town).

According to data from the Village, a portion of the site (13.155 acres comprising four separate parcels) located in the Village is under contract to be purchased by NP Devland Holdings LLC (Mr. Nadir Salour), a North Palm Beach-based developer. NP Devland Holdings is proposing to construct a mixed-use development in two phases containing the following land uses at buildout in 2031:

- 947 multi-family rental apartment units in three buildings
- 222 hotel rooms
- 133 for-sale condominium units
- 206 age-restricted/senior units in an Assisted Living Facility (ALF)
- 100,000 sq. ft. of street-level retail space distributed across the six buildings above, and
- 2,759 structured parking spaces.

NP Devland Holdings retained Fishkind Litigation Services, Inc. of Orlando, FL to prepare an analysis of possible fiscal impacts generated by the project at buildout. A report summarizing the results of this analysis was completed in September 2023. **WTL+a does not know the extent of Fishkind's scope of services prepared on behalf of the developer.**

The Village of North Palm Beach requested a peer review of the project's fiscal impact study, with a particular focus on key assumptions and inputs utilized in the impact models as a means of further understanding the likely fiscal impacts and annual revenue streams generated by each land use in the development program above as proposed by NP Devland Holdings LLC. Under direction from TCPRC, WTL+a is leading the peer review of the study.

Figure 1: Proposed Parcel Acquisition—Twin City Mall Site

As part of this peer review, WTL+a completed the following:

- Obtained and reviewed relevant documents pertaining to the proposed development, including concept renderings, proposed development program and other documents as necessary;
- Reviewed the fiscal impact study prepared by Fishkind Litigation Services, Inc. dated September 25, 2023 to understand key assumptions and inputs, methodology and approach, and findings; and
- Compared key assumptions and inputs to actual market-based data from various public and/or private sources, including annual net absorption of commercial space; hotel occupancy rates and other metrics; multi-family rents and annual net absorption; sales pricing of new for-sale condominium units in the local area; and other assumptions and inputs as relevant to the peer review.

Key Findings

Key findings of this peer review are highlighted below:

Fiscal Impact Calculations & Missing Data

- **Multiple calculations to determine fiscal impacts by land use are incomplete or missing** from the Fishkind report. Beyond the roll-up illustrated in several exhibits, the report does not provide any back-up to document results;
- **Supporting documentation for multiple assumptions identified in the report are incomplete or missing**, including:
    - **Comparable Projects to Determine Average Property Values**—It is not known what comparable projects—in North Palm Beach and/or nearby communities—were used to determine average property values for each land use proposed for Village Place. Comparable projects are key in forming the basis of future values upon which ad valorem tax revenues are generated (see Table 3, p. 7);
    - **Average Annual Absorption by Land Use**—Information to verify/support estimated annual absorption (leasing) of specific land uses is missing. Specifically, this includes multi-family housing (typically illustrated as average absorption/lease-up by units per month or year) and commercial retail (typically illustrated as average annual absorption in retail square feet by year). The analysis assumes an eight-year development period in two phases (2028 and 2031), with full buildout completed by 2031;
    - **Annual Municipal Costs/Operating Expenses of Commercial & Hotel Uses**—The Fishkind analysis appears to exclude annual costs to the Village of North Palm Beach associated with the project's commercial retail (100,000 sq. ft.) and hotel (222 rooms) uses. While municipal service costs generated by commercial uses are generally lower than the impacts/costs generated by residential uses, it is not clear these have been included;
    - **Taxable Property Values Generated by Hotel**—For purposes of the analysis the Fishkind report treats the hotel (222 rooms) as "residential". A hotel should be

treated as a commercial use, particularly as millage rates for commercial uses oftentimes differ from those of residential; and

- **Impacts of Student Generation by Residential Type**—Public school enrollments vary greatly across housing types. This is missing from the Fishkind report.

- **Fiscal impacts are "rolled up" without sufficient detail to evaluate/validate these impacts.** The Fishkind analysis appears to estimate annual expenditures on a per capita basis (see Table 8, p. 11). Per capita categories include full-time and seasonal residents; retail/hotel/senior living employment; and visitors (which are converted to "full-time equivalents"). However, it is unclear how expenses (and revenues) for each per capita category were calculated, as findings are displayed as an annual "roll-up" (see Table 9, pp. 12—13) over a 10-year period (2028—2037) after construction and delivery of specific uses (occurring in two phases in 2028 and 2031).

Due to this missing data and lack of back-up documentation, it is not possible to determine whether the estimates of fiscal impacts, such as annual property taxes, generated by construction of Village Place are reasonably accurate. As a result, WTL+a assembled independent relevant market data and inputs necessary to evaluate the Fishkind findings. These are illustrated in Table 1 through Table 6 and detailed by land use in this memorandum.

Multi-family (Section 2)

- The Fishkind report assumes **average annual unit absorption of the project's 1,286 proposed housing units of 186 units per year** over eight years (2024—2031);
- **Low Unit Absorption**—Annual unit absorption (leasing) among three competitive rental properties delivered in 2020—2021 reveals *cumulative/combined* **annual unit absorption of 148 units per year.** However, two of these three properties (Point at North Palm Beach and Point at Palm Beach Gardens) are located in close proximity to Village Place and exhibited slightly *lower* **annual unit absorption of 121 units per year** over the past three years (2021—2023). **Fishkind's assumptions suggest Village Place will need to *substantially outperform* the pace of unit absorption** at these two properties;
- **High Unit Absorption**—There are another four multi-family properties located in West Palm Beach and delivered in 2023 that are experiencing a pace of *cumulative/combined* **annual unit absorption of 363 units per year** (between pre-leasing in 2022 to year-end 2023). This pace is indicative of the **locational benefits of downtown West Palm Beach**—such as Brightline access, a growing office market and its role as a regional employment center.

- As known at the time this analysis was prepared, there are up to **3,500 units proposed in 15 residential projects** in the US Highway 1 corridor with known/announced delivery dates ranging from January 2024 to June 2026. In addition, there are **another 1,565 units proposed in three high-rise projects in Lake Park** with no known delivery dates. Even *without* construction of Village Place this could yield development of almost 5,100 new multi-family units on the US Highway 1 corridor;
- When the proposed 1,286 units at Village Place are included, there is **potential for development of up to 6,400 new multi-family units** in the US Highway 1 corridor in a 12-mile zone between Donald Ross Road and Okeechobee Boulevard over the next two to eight (or more) years. This represents **potentially significant market competition for multi-family residential development at Village Place that could affect absorption, timing and completion of the project (buildout);**
- The 2021 WTL+a real estate market study of redevelopment potentials on the former Twin City Mall site estimated annual unit absorption of 80 units per year over a 10-year buildout (which translates into 800 market-supportable units for the North Palm Beach portion of the site); and
- As detailed in Section 2, depending on the annual pace of unit absorption/lease-up, it may take between 18 and 43 years to absorb the estimated 6,400 units proposed for construction in the US Highway 1 corridor (between Donald Ross Road and Okeechobee Boulevard). At Fishkind's assumed absorption of 186 units per year, **Village Place would be required to achieve a pace of absorption well-*above* its fair share for buildout to occur in only eight years.**

Hotel/Lodging (Section 3)

- The Fishkind report estimated fiscal impacts generated by a **222-room hotel** delivered in 2031—the last year of the buildout period. By comparison, **the 2021 WTL+a real estate market study identified *negligible* demand for new hotel rooms**, as near-term demand is likely to be met in more marketable locations (such as I-95 interchanges or on sites proximate to demand generators such as the PGA office corridor);
- The lodging industry defines a hotel containing more than roughly 125 rooms as a "full-service" property. Typically, full-service hotels contain specific amenities such as a sit-down restaurant, gift shop, gym and meeting rooms. Local examples include the Marriott, Embassy Suites and Doubletree by Hilton properties on PGA Boulevard. The proposed 222-room hotel at Village

Place would fall in the full-service category. In our professional opinion**, it is unlikely that this part of the US Highway 1 corridor could support a full-service hotel;**

- Assuming room demand strengthens over time, it may be possible to support a third lodging category as part of hotel development at Village Place known as "select-service." Local examples include Hyatt House in downtown West Palm Beach. However, the typical select-service property contains roughly 90—120 rooms. **A smaller hotel at Village Place would lower both assessed values as well as future annual ad valorem/property tax revenues** than identified in the Fishkind report;
- Fishkind utilized a **market valuation of $533,584 per hotel room** to estimate the fiscal impacts of a new 222-room hotel at Village Place. As there was no documentation of hotel sales comparables to document this estimate, WTL+a cannot verify its validity. As a result, WTL+a assembled market values based on 15 confirmed sales of hotel properties in West Palm Beach and Palm Beach Gardens as reported by CoStar, Inc. between 2021—2023. Sales data indicate **hotel values ranging from $271,506 per room in 2021 to $237,132 per room in 2023**. However, sales prices were upwardly distorted by the sale of two high-end/luxury hotel properties:
    - Hyatt Banyan Cay Resort, a 190-room resort under construction in West Palm Beach that sold for $100.0 million in December 2023 **($526,316 per key/room**), and
    - Marriott Autograph, a 208-room "Upper Upscale" class property located in downtown West Palm Beach that sold for $106.4 million in October 2021 **($511,538 per key**);
- If these two luxury properties are excluded from this analysis, the 13 remaining sales are comprised of economy/limited-service properties located on commercial corridors or at interchanges with I-95. **This significantly reduces sales values—to $127,625 per room in 2021, $103,150 per room in 2022, and $128,973 per room in 2023**; and
- Fishkind utilized an average annual occupancy rate of 71% derived from performance of only one hotel comparable. CoStar, Inc. reports that annual occupancies in this one property have *declined*—from 70.6% in 2021 to 64% in 2023, reflecting an overall decrease of 9.4% over the past two years. Further, relying solely on one property to estimate the future performance of a new hotel at Village Place is not defensible.

General Retail (Section 4)

- The Fishkind report estimated fiscal impacts generated by construction of **100,000 sq. ft. of general retail space.** The distribution between general and specialty retail, consumer services and food & beverage uses within this 100,000 sq. ft. of space is not known. The **variation in type of retail space has the potential to significantly affect achievable rents and, therefore, proposed values and fiscal impacts** (such as ad valorem tax revenues) generated by the project's commercial uses;
- According to Fishkind, the project's proposed retail space is assumed in two 50,000 sq. ft. increments—delivered in 2028 and again in 2031. By comparison, the 2021 WTL+a real estate market study suggested **more limited opportunities in the range of 22,000 to 24,000 sq. ft.;**
- On average, a proposed retail program of 100,000 sq. ft. would **require minimum annual absorption of 12,500 sq. ft. per year** assuming a buildout period of eight years (2031);
- By comparison, between 2020—2023, **annual net absorption of retail space in North Palm Beach was *negative* (-65,600 sq. ft.)**. That is, 65,600 sq. ft. of previously occupied retail space was vacated and not re-leased over the past four years. **Between 2006—2023 the Village exhibited a net *loss* of almost 83,900 sq. ft. of previously occupied retail space** (negative net absorption)—despite several years of positive absorption—over this 18-year period;
- Fishkind utilized a retail **market valuation of $270 per sq. ft.** to estimate the fiscal impacts of 100,000 sq. ft. of new retail space at Village Place. **As there was no documentation of retail sales comparables to document this estimate, WTL+a cannot verify its validity;**
- As a result, WTL+a assembled data on the sale of nine retail centers containing 75,000 sq. ft. or more of gross leasable area (GLA) between 2021—2023 and located in West Palm Beach, North Palm Beach and Palm Beach Gardens as reported by CoStar, Inc. These centers include neighborhood, community and specialty centers with more than 1.05 million sq. ft. of gross leasable area. Recorded sales prices range from **$99.53 to $594.08 per sq. ft. with an all-in average of $202.38 per sq. ft.**;
- It is not known how Fishkind derived its market valuation of $270 per sq. ft. Setting aside whether there is sufficient market support for 100,000 sq. ft. of retail space at Village Place, the Fishkind estimate of future value for the project's retail component appears reasonable, as the future value of $202 per sq. ft. in 2022 based on a 3% annual inflation factor yields $262 per sq. ft. by 2031; and

- The Fishkind report did not include any information on retail market vacancies. The accepted industry standard for vacancy rates in stabilized markets is 5%. In North Palm Beach, however, CoStar, Inc. reports retail vacancies jumped from 8% in 2021 and 2022 to 13.2% in 2023—an increase of almost 113%. This parallels the loss of occupied retail space (i.e., negative net absorption).

2 Multi-family Residential

As a result of the lack of supporting documentation of the project's multi-family uses, WTL+a prepared detailed profiles of seven new multi-family complexes built in the US Highway 1 corridor and delivered between 2020 and 2023. Among other performance metrics, this profile focuses on average annual unit absorption/lease-up achieved in each of these comparables, which are located between PGA Boulevard and Okeechobee Boulevard. Key findings indicate the following:

Unit Absorption in Competitive New Multi-family Properties

- The Fishkind report assumes **average annual unit absorption of the project's 1,286 housing units of 186 units per year** over eight years (2024—2031); and
- By comparison, the profile illustrated in Table 1 reveals that **annual absorption of three properties delivered in 2020—2021 averaged a *cumulative/combined* 148 units per year**. Two of these three properties are potentially directly comparable to Village Place due to location—with one property (Point at North Palm Beach) located on US Highway 1 in North Palm Beach and the other (Point at Palm Beach Gardens) located at the terminus of PGA Boulevard in Palm Beach Gardens and its boundary with the Village. Four additional properties delivered in 2023 and all located on the northern edge of downtown West Palm Beach and in Northwood—**averaged a *cumulative/combined* unit absorption of 363 units per year.**

In conclusion, **Fishkind assumes that Village Place will *outperform* the pace of unit absorption of recently-delivered multi-family properties located in North Palm Beach**, including Point at North Palm Beach (formerly Emara Palm Beach) and Point at Palm Beach Gardens (formerly Solara City Centre) at the boundary with the Village. Combined, these two properties exhibited average annual unit absorption of **121 units per year over the past three years (2021—2023)**.

Table 1: Profile of Selected Multi-family Rental Properties

Project/Location	Year Built / Class & Height	Site Size / Densities & Bldg. Area	Unit Type	No. of Units	% Dist.	Size (In SF)	Per Month: Asking Rent	Asking Rent Per SF	Effective Rent	Effective Rent Per SF	Current 12/31/2023	5-Year Vacancy & Absorption Analysis: 2023	2022	2021	2020	2019
Delivered 2020 & 2021																
Oversea at Flagler Banyan Sq.	2020	2.26	Studio	52	21%	625	$ 2,362	$ 3.78	$ 2,340	$ 3.74	9.2%					
290 N. Olive Avenue	Class A	Acres	1 BR	128	51%	770	2,632	3.42	2,607	3.39	23					
Market-rate	9 floors	3.16	2 BR	52	21%	1,190	4,134	3.47	4,095	3.44						
West Palm Beach		FAR	3 BR	19	8%	1,414	4,815	3.41	4,769	3.37						
		311,142														
True Owner: Prudential Insurance		Gross SF	**Total:**	**251**		**876**	**$ 3,052**	**$ 3.48**	**$ 3,024**	**$ 3.45**		**9.2%**	**3.7%**	**6.0%**	**34.7%**	**98.7%**
Developer: Novarro Lowrey, Inc.												(14)	6	72	161	3
											5-Year Absorption:					**228**
			Asking Rent Concessions:							**-0.92%**	**Annual Average (3 Years):**					**57**
Point at North Palm Beach	2021	11.12	Studio	9	4%	635	$ 2,197	$ 3.46	$ 2,182	$ 3.44	6.5%					
(Formerly Emara Palm Beach)	Class B	Acres	1 BR	82	33%	849	2,692	3.17	2,672	3.15	16					
Market-rate	3 floors	0.60	2 BR	131	52%	1,257	3,269	2.60	3,245	2.58						
12155 US Highway 1		FAR	3 BR	28	11%	1,661	4,143	2.49	4,103	2.47						
North Palm Beach		292,993														
		Gross SF	**Total:**	**250**		**1,145**	**$ 3,138**	**$ 2.74**	**$ 3,115**	**$ 2.72**		**6.5%**	**4.4%**	**67.4%**	**100.0%**	**100.0%**
True Owner: Pantzer Properties, Inc.												(5)	158	82	-	-
Developer: Fairway Investments											**5-Year Absorption:**					**234**
			Asking Rent Concessions:							**-0.73%**	**Annual Average (3 Years):**					**78**
Point at Palm Beach Gardens	2021	3.21	1 BR	76	56%	759	$ 2,559	$ 3.37	$ 2,542	$ 3.35	5.5%					
(Formerly Solara City Centre)	Class B	Acres	2 BR	52	38%	1,108	3,053	2.76	3,033	2.74	7					
Market-rate	5 floors	1.07	3 BR	8	6%	1,333	3,565	2.67	3,541	2.66						
2100 PGA Boulevard		FAR														
Palm Beach Gardens		150,114														
		Gross SF	**Total:**	**136**		**926**	**$ 2,807**	**$ 3.03**	**$ 2,789**	**$ 3.01**		**5.5%**	**3.1%**	**15.6%**	**100.0%**	**100.0%**
True Owner: Pantzer Properties, Inc.												(3)	17	115	-	-
Developer: Eastwind Development LLC											**5-Year Absorption:**					**129**
			Asking Rent Concessions:							**-0.64%**	**Annual Average (3 Years):**					**43**
COMPARABLES ANALYSIS (Delivered 2020-2021):											**47**					
Total/Weighted Average		**16.59**		**637**		**992**	**$ 3,033**	**$ 3.06**			**7.4%**	**7.1%**	**3.7%**	**29.7%**	**78.2%**	**99.6%**
Total Unit Absorption:												**(22)**	**180**	**268**	**161**	**3**
Cumulative Annual Average (2020-2023)																**148**

Table 1 (Continued): Profile of Selected Multi-family Rental Properties

Project/Location	Year Built / Class & Height	Site Size / Densities & Bldg. Area	Unit Type	No. of Units	% Dist.	Size (In SF)	Per Month: Asking Rent	Asking Rent Per SF	Effective Rent	Effective Rent Per SF	Current 2021	5-Year Vacancy & Absorption Analysis: 2023	2022	2021	2020	2019
Delivered 2023																
Icon Marina Village	2023	0.76	Studio	1	0%	680	$ 2,713	$ 3.99	$ 2,573	$ 3.78	35.0%					
Market-rate	Class A	Acres	1 BR	184	46%	839	2,992	3.57	2,839	3.38	140					
4444 N. Flagler Drive	24 floors	15.61	2 BR	70	18%	1,268	4,540	3.58	4,309	3.40						
West Palm Beach		FAR	3 BR	84	21%	3,264	18,227	5.58	17,297	5.30						
		516,883	4 BR	60	15%	2,522	15,000	5.95	14,235	5.64						
		Gross SF														
			Total:	**399**		**1,678**	**$ 8,276**	**$ 4.93**	**$ 7,854**	**$ 4.68**		**35.0%**	**91.1%**	**100.0%**	**100.0%**	**100.0%**
												224	36	-	-	-
Owner: Related Properties LLC																
Developer: Related Properties LLC												**5-Year Absorption:**				**259**
			Asking Rent Concessions:							**-5.10%**		**Annual Average (2 Years):**				**130**
The Watermark at West Palm	2023	1.24	Studio	8	5%	450	$ 6,053	$ 13.45	$ 5,684	$ 12.63	54.3%					
445 Datura Street	Class A	Acres	1 BR	73	47%	740	5,790	7.82	5,446	7.36	84					
Market-rate (Senior)	8 floors	4.54	2 BR	74	48%	1,034	7,906	7.65	7,436	7.19						
West Palm Beach		FAR														
		245,000														
		Gross SF	**Total:**	**155**		**865**	**$ 6,813**	**$ 7.88**	**$ 6,409**	**$ 7.41**		**54.3%**	**81.6%**	**100.0%**	**100.0%**	**100.0%**
												42	29	-	-	-
Owner: ZOM Senior Living/Watermark Retirement																
Developer: ZOM Senior Living												**5-Year Absorption:**				**71**
			Asking Rent Concessions:							**-5.93%**		**Annual Average (2 Years):**				**35**
The Grand	2023	3.00	1 BR	156	50%	677	$ 2,383	$ 3.52	$ 2,308	$ 3.41	18.8%					
Market-rate & Rent Restricted	Class A	Acres	2 BR	134	43%	1,036	2,556	2.47	2,466	2.38	58					
609 2nd Street	8 floors	2.30	3 BR	19	6%	1,265	3,539	2.80	3,428	2.71						
West Palm Beach		FAR														
		300,900														
		Gross SF	**Total:**	**309**		**869**	**$ 2,524**	**$ 2.90**	**$ 2,445**	**$ 2.81**		**18.8%**	**71.4%**	**100.0%**	**100.0%**	**100.0%**
												163	88	-	-	-
Owner: Affiliated Development																
Developer: Affiliated Development												**5-Year Absorption:**				**251**
			Asking Rent Concessions:							**-3.13%**		**Annual Average (2 Years):**				**125**

Table 1 (Continued): Profile of Selected Multi-family Rental Properties

Project/Location	Year Built / Class & Height	Site Size / Densities & Bldg. Area	Unit Type	No. of Units	% Dist.	Size (In SF)	Per Month: Asking Rent	Asking Rent Per SF	Effective Rent	Effective Rent Per SF	Current 2021	5-Year Vacancy & Absorption Analysis: 2023	2022	2021	2020	2019
Delivered 2023																
Anya	2023	1.66	Studio	60	27%	557	$ 2,458	$ 4.41	$ 2,458	$ 4.41	35.0%					
Market-rate	Class A	Acres	1 BR	40	18%	751	3,350	4.46	3,350	4.46	78					
345 Banyan Boulevard	15 floors	3.14	2 BR	70	31%	1,133	4,721	4.17	4,721	4.17						
West Palm Beach		FAR	3 BR	53	24%	1,410	5,689	4.03	5,689	4.03						
		227,332 Gross SF														
			Total:	**223**		**975**	**$ 4,096**	**$ 4.20**	**$ 4,096**	**$ 4.20**		**35.0%**	**81.4%**	**100.0%**	**100.0%**	**100.0%**
												103	41	-	-	-
Owner: Woodfield Investment Co., LLC																
Developer: Spina O'Rourke & Partners																
											5-Year Absorption:					**145**
			Asking Rent Concessions:							**0.00%**	**Annual Average (2 Years):**					**72**
COMPARABLES ANALYSIS (Delivered 2023):											**360**					
Total/Weighted Average				**1,086**		**1,187**	**$ 5,572**	**$ 4.69**			**33.1%**	**35.8%**	**81.4%**	**100.0%**	**100.0%**	**100.0%**
Total Unit Absorption:												**532**	**194**	**-**	**-**	**-**
Cumulative Annual Average (2022 & 2023)																**363**

Source: CoStar, Inc.; WTL+a, December 2023.

Proposed Multi-family Developments

As noted above, the Fishkind report contained no information on either existing or proposed comparable projects that multi-family rental and for sale units at Village Place would be competing with in the US Highway 1 corridor. As a result, WTL+a assembled a list of proposed multi-family projects in the US Highway 1 corridor—in a 12-mile zone between Donald Ross Road on the north and Okeechobee Boulevard on the south—with both known and unknown delivery dates as identified by various sources, including CoStar, Inc. (a national real estate database) and the Town of Lake Park. (This list also includes the estimated 66 unsold units at Nautilus 220 in Lake Park, which is under construction and has *reportedly* 80% of its 330 units under contract/"sold").

Key findings are highlighted in Table 2 and summarized as follows:

- As known at the time this analysis was prepared, there are up to **3,500 units proposed in 15 residential projects in the US Highway 1 corridor** with known/announced delivery dates ranging from January 2024 to June 2026;
    - In North Palm Beach, this includes the proposed 147-unit project at 200 Yacht Club Drive, which has an anticipated delivery date of June 2026, and the Ritz Carlton Residences, a 106-unit project under construction on Ellison Wilson Road, which has an anticipated delivery date of March 2025; and
- In addition, there are **another 1,565 units proposed in three high-rise projects in Lake Park with no known delivery dates**. According to the Town of Lake Park, each of these three projects is in site plan review with the Town.

In conclusion, even *without* construction of Village Place there is **potential for development of almost 5,100 new multi-family units on the US Highway 1 corridor**. Approximately 69% of these units are expected to be delivered between 2024 and 2026. When the proposed 1,286 units at Village Place are included, there is potential for development of up to 6,400 new multi-family units somewhere in the US Highway 1 corridor between Donald Ross Road and Okeechobee Boulevard over the next two to eight (or more) years. This represents **potentially significant market competition for multi-family residential development at Village Place that could affect absorption, timing and completion of the project (buildout)**.

Table 2: Proposed Multi-family Residential Projects—Known Delivery Dates (2024—2026)

Project/Location	Estimated Delivery Date	Product Type	No. of Units	Average Unit Size	No. of Floors	Gross Building Area
Known Delivery Dates						
Broward Apartments 2121 Broward Avenue West Palm Beach	January 2024	Affordable MF	105	952	4	100,000
Rosemary Square 535 Hibiscus Street West Palm Beach	March 2024	Market-rate MF	364	879	21	320,000
Tortoise One 740 Dixie Highway West Palm Beach	April 2024	Market-rate MF	261	1,250	8	326,250
District at Northwood 2400 Broadway West Palm Beach	August 2024	Market-rate MF	300	833	8	250,000
One West Palm 550 S. Quadrille Boulevard West Palm Beach	September 2024	Market-rate MF	326	736	30	239,936
Nautilus 220 220 Lake Shore Drive Lake Park	Fall 2024	For sale 80% Sold	66 20% Unsold		24	
2121 N. Flagler 2121 N. Flagler Drive West Palm Beach	January 2025	For sale	152	2,500	32	380,000
Vine on Clematis 512 Clematis Street West Palm Beach	January 2025	Market-rate MF	88	776	5	68,296
Soleste Palm Station 410-520 Rosemary Avenue West Palm Beach	April 2025	Market-rate MF	321	930	8	298,371
The Ritz Carleton Residences 11333 Ellison Wilson Road North Palm Beach	March 2025	For sale	106	3,897	7	413,082
Residences of Palm Beach West 419 Gardenia Street	December 2025	Market-rate MF	372	1,075	25	400,000
Olara 1919 N. Flagler Drive West Palm Beach	January 2026	Market-rate MF	275	1,250	26	343,750
Clematis Place 616 Clematis Street West Palm Beach	June 2026	Market-rate MF	200	901	12	180,140
Marina Village 190 E. 13th Street Riviera Beach	June 2026	Market-rate & Affordable MF	424	850	-	360,400
200 Yacht Club Drive 200 Yacht Club Drive North Palm Beach	June 2026	Market-rate MF	147	1,764	4	259,254
Subtotal-Known Delivery Dates:			**3,507**	***69%***		

Table 2 (Continued): Proposed Multi-family Residential Projects—Unknown Delivery Dates

Project/Location	Estimated Delivery Date	Product Type	No. of Units	Average Unit Size	No. of Floors	Gross Building Area
Unknown Delivery Dates						
Kelsey on Park Park Avenue Lake Park	Site Plan Review		720	1,000	16	720,000
Northlake Promenade/Avalon Northlake Boulevard/Twin City Site Lake Park	Site Plan Review		250	1,000	5	250,000
Residences @ 10th & Park Park Avenue Lake Park	Site Plan Review		595	1,000	16	595,000
Subtotal-Unknown Delivery Dates:			**1,565**	***31%***		
GRAND TOTAL (Known & Unknown Delivery Dates)			**5,072**	**1,085**		**5,504,479**

Source: Palm Beach County Property Appraiser; Town of Lake Park; CoStar, Inc.; WTL+a, December 2023.

Assessed Values & Property Sales—Multi-family Rental

A critical metric in any fiscal impact analysis includes estimates of assessed values of real property, which are necessary to measure annual ad valorem/property tax revenues generated by new development. These findings are illustrated in Table 3 and summarized as follows:

- As noted above, while **Fishkind did not provide assessed values of comparable or competitive residential projects** to support/verify its estimates, the report assumes an **average assessed value for multi-family rental units of $412,999;**
- By comparison, actual **assessed values of multi-family rental units delivered in 2020—2021 averaged $340,299** based on property data from the Palm Beach County Property Appraiser. This includes Point at North Palm Beach and Point at Palm Beach Gardens, both delivered in 2021. WTL+a notes that assessed values of the newest comparable projects delivered in 2023 are not yet available from the Palm Beach County Property Appraiser;

- WTL+a assumes the Fishkind estimate represents a *future* value, but the report does not identify the annual inflation factor used to derive that estimate. Assuming annual inflation of 3% per year, the future value of today's assessed value average of $340,299 per unit would translate into a future average assessed value of $431,081 per unit by 2031. As a result, the Fishkind estimate *appears* to be reasonable; and
- Another method of estimating values includes using actual, verifiable sales of similar uses. WTL+a notes that only one multi-family property—Point at Palm Beach Gardens—has been sold as recorded by the County's Property Appraiser. This property was sold in March 2022 for $66.5 million, or $488,970 per unit. This sale price is significantly above the Property Appraiser's 2023 assessed value of $367,545 per unit.

Table 3: Assessed Values & Property Sales—Multi-family Rental

Property/Location	Units	SF	Assessed Values (AV) 2021	2022	2023	CAGR % Change	2023 AV Per Unit	2023 AV Per SF
Delivered 2020 & 2021								
Fishkind Report	**947**						**$ 412,999**	
Oversea at Flagler Banyan Sq. 290 N. Olive Avenue	251	311,142	$ 64,366,566	$ 70,803,212	$ 77,883,533	5.0%	$ 310,293	$ 250
Point at North Palm Beach 12155 US Highway 1	250	292,993	$ -	$ 79,845,386	$ 85,765,080	7.4%	$ 343,060	$ 293
Point at Palm Beach Gardens 2100 PGA Boulevard	136	150,114	$ -	$ 46,453,407	$ 49,986,142	7.6%	$ 367,545	$ 333
Average:							**$ 340,299**	
2031 Value (Based on Annual % Change of Comparables 2021-2023) @						6.7%	**$ 570,553**	
2031 Value (Based on Assumed Annual % Change) @						3.0%	**$ 431,081**	
Delivered 2023								
Icon Marina Village 4444 N. Flagler Drive	399	516,883	**No or Only Limited Improvement Value in Palm Beach County Property Appraiser Records**					
The Watermark at West Palm 445 Datura Street	155	245,000						
The Grand 609 2nd Street	309	300,900						
Anya 345 Banyan Boulevard	223	227,332						
Sales								
Point at Palm Beach Gardens 2100 PGA Boulevard Palm Beach Gardens	136	150,114			$ 66,500,000 Mar-22		$ 488,971	$ 443.00

Source: Palm Beach County Property Appraiser; CoStar, Inc.; WTL+a, December 2023.

Comparison of Fishkind Absorption to Actual Trends

WTL+a prepared an analysis that compares annual unit absorption for Village Place as estimated by Fishkind against actual/verifiable absorption in new or recently-built multi-family properties in the US Highway 1 corridor. This analysis, which is illustrated in Table 4, reveals the following:

- As noted previously, 1,286 housing units proposed as part of Village Place over an 8-year buildout period would require **annual unit absorption of 186 units per year;**
- By comparison, the 2021 WTL+a real estate market study of redevelopment potentials for the former Twin City Mall site estimates **annual unit absorption of 80 units per year** over a 10-year buildout (which translates into 800 market-supportable units for the North Palm Beach portion of the site); and
- The analysis examines two absorption scenarios—low and high—based on market comparables (Table 1) as affected by construction of almost 5,100 proposed/potential units in 18 projects in the US Highway 1 corridor (Table 2). As noted, including the 1,286 units proposed at Village Place could potentially result in construction of almost 6,400 new multi-family units on the US Highway 1 corridor over the next two to eight (or more) years between 2024—2031. Market/economic uncertainties—such as increasing interest rates and construction costs, materials costs/supply chain issues and the availability of capital—are likely to affect how many units will actually be delivered during this period.

Low Absorption Scenario

- The three multi-family properties built in 2020 and 2021 (one each in North Palm Beach/Palm Beach Gardens) collectively experienced *cumulative/combined* **average annual unit absorption of 148 units per year** over three years (2021—2023). If this pace continues during buildout of Village Place, it necessitates that **Village Place *capture* fully 126% of annual unit absorption** on the US Highway 1 corridor to achieve buildout in eight years. Given the magnitude of potential competition on the US Highway 1 corridor, this is highly unlikely;
- Moreover, if this annual pace of 148 units per year is sustained over time with full construction of all announced projects (6,400 units), it would require 43 years to achieve buildout/full occupancy; and
- If Village Place achieved only its *fair share* of the total, it would result in average annual absorption of only 30 units per year if the corridor's pace of 148 units per year is sustained over

the long-term. In other words, this finding would require that **Village Place achieve a pace of absorption *well-above* its fair share** for buildout to occur in only eight years.

Table 4: Comparison of Unit Absorption—Fishkind to Market Comparables

	2024-2028	2029-2031	Total Units	Buildout Period (Years)	Required Annual Absorption
Proposed Development Program					
Fishkind Report					
Multi-family Rental	338	609	947	8	118
For sale Condominiums	133	-	133	5	27
Senior Living Facility	206	-	206	5	41
Total:	**677**	**609**	**1,286**		**186**
					Units/Year
2021 Market Study			**800**		**80**
			On NPB Portion Only		Units/Year
Proposed Projects-US Route 1 Corridor					
Competitive Units			5,072	80%	
Village Place Units			1,286	20%	"Fair Share"
Total Units If Full Buildout Achieved:			**6,358**		
Absorption Scenarios					
Low Growth (From Table 1)					
Cumulative Average Annual Absorption			148	Units/Year	
Years to Full Buildout-All Projects					
Total Units (Including Village Place)			6,358		
Average Annual Absorption			148		
Required Years to Full Buildout:			**43**		
Village Place Annual Absorption @ Fair Share					
Fair Share (of Total Projects)			20%		
Annual Unit Absorption:			**30**		
Required Village Place Capture @ 186 Units/Year			**126%**		
High Growth (From Table 1)					
Cumulative Average Annual Absorption			363	Units/Year	
Years to Full Buildout					
Total Units (Including Village Place)			6,358		
Average Annual Absorption			363		
Required Years to Full Buildout:			**18**		
Village Place Annual Absorption @ Fair Share					
Fair Share (of Total Projects)			20%		
Annual Unit Absorption:			**73**		
Required Village Place Capture @ 186 Units/Year			**51%**		

Source: Palm Beach County Property Appraiser; CoStar, Inc.; WTL+a, January 2024.

High Absorption Scenario

- The four multi-family properties delivered in downtown West Palm Beach/Northwood in 2023 are experiencing a pace of *cumulative/combined* **annual unit absorption of 363 units per year** (between pre-leasing in 2022 to year-end 2023). If this stronger pace continues during buildout of Village Place, it necessitates that **Village Place capture a minimum of 51% of annual absorption** to achieve buildout in eight years—even after accounting for full construction of 6,400 units identified in proposed/potential projects. Given the magnitude of potential competition on the US Highway 1 corridor, this is highly unlikely;
- By comparison, Village Place's *fair share* (of total proposed units) is 20%. If this annual pace of 363 units per year is sustained over time with full construction of 6,400 units, it would require a more reasonable 18 years to achieve buildout/full occupancy; and
- If Village Place achieved only its *fair share* of the total, it would result in average annual absorption of 73 units per year if the corridor's pace of 363 units per year is sustained over the long-term. In other words, even in the High Absorption Scenario it would require that **Village Place achieve a pace of absorption *above* its fair share** for buildout to occur in only eight years.

3 Hotel/Lodging

As a result of only limited supporting documentation of the project's proposed hotel use, WTL+a examined market trends in four hotel/lodging properties that reportedly sold on/near the US Highway 1 corridor between 2021—2023. This section focuses on three specific performance metrics necessary to evaluate fiscal impacts, including market valuation (i.e., sales price or value per room), average annual occupancy, and capitalization rates. A capitalization ("cap") rate converts annual income into an "asset value" at the end of a holding period. The higher the cap rate, the greater the degree of "risk" (and lower investment returns) in a specific property. Conversely, the lower the cap rate, the lower the risk (and higher investment returns). The Fishkind report refers to the cap rate as an "interest rate." Key findings indicate the following:

Potential Market Demand for Full-service Hotel

- The Fishkind report estimated fiscal impacts generated by a **222-room hotel delivered in 2031**—the last year of the buildout period. By comparison, **the 2021 WTL+a real estate market study identified negligible near-term demand for new hotel rooms**, as near-term demand is likely to be met in more marketable locations (such as I-95 interchanges or proximity to demand generators such as the PGA office corridor). In fact, WTL+a notes that a 174-room hotel is planned as part of expansion/repurposing of Downtown at the Gardens on PGA Boulevard; and
- The lodging industry defines a hotel containing more than roughly 125 rooms as a "full-service" property. Typically, full-service hotels contain specific amenities such as a sit-down restaurant, gift shop, gym and meeting rooms. Local examples include the Marriott, Embassy Suites and Doubletree by Hilton properties on PGA Boulevard. These properties benefit from the cluster of employment in Class A/B office buildings as well as an immediate interchange with I-95. The proposed 222-room hotel at Village Place would fall in the full-service category. In our professional opinion, **it is unlikely that this part of the US Highway 1 corridor could support a full-service hotel**, as the predominant class of hotels in/near North Palm Beach fall in the limited-service/economy levels. Area examples (i.e., competitive supply) include the nearby

Super 8, Extended Stay America in Northpoint Corporate Park and Travelodge in Riviera Beach; and

- Assuming room demand strengthens over time, it *may* be possible to support a third lodging category as part of hotel development at Village Place known as "select-service." Local examples include Hyatt House in downtown West Palm Beach. However, the typical select-service property contains roughly 90—120 rooms. **A smaller hotel at Village Place would lower both assessed values as well as future annual ad valorem/property tax revenues than those identified in the Fishkind report.**

Table 5: Comparison of Hotel Performance Metrics—Fishkind to Market Comparables

Metric	Fishkind Report	Market Sales Comparables 2021	2022	2023	% Change 2021-2023	Estimated Market Valuation 2031
Fiscal Impact						
Market Valuation Per Room	$ 533,584	$ 271,506	$ 103,150	$ 237,132	-12.7%	$ 300,392
% Annual Change		-	*-62.0%*	*129.9%*		*@ 3%/Year*
Value/Room If Fishkind Comparable Sold		$ 40,996	$ 43,197	$ 46,916	14.4%	
		-	*5.4%*	*8.6%*		
Average Annual Occupancy	71%	63.1%	74.6%	75.7%	20.0%	
% Annual Change		-	*18.3%*	*1.4%*		
Estimated Annual Occupancy of Fishkind Comparable		**70.6%**	**69.9%**	**64.0%**	**-9.4%**	
		-	*-1.0%*	*-8.5%*		
Capitalization ("Interest") Rate	5%	7.4%	7.1%	7.2%	-2.5%	
% Annual Change		-	*-3.1%*	*0.6%*		
Cap Rate if Fishkind Comparable Sold		**8.9%**	**8.7%**	**8.8%**		
		-	*-1.8%*	*1.1%*		
No. of Properties	2	3	3	4		
No. of Rooms	154	480	480	695		
	Only 1 Hotel w/ 102 Rooms Reports to STR					
Proposed Development Program						
	222 Rooms					

2021 Market Study	**-Rooms**	Opportunities for hotel roomnight demand captured in more marketable locations for the near-term (5+ years). Example: 174-room property proposed as part of expansion & repurposing of Downtown at the Gardens.

Source: CoStar, Inc.; STR Global; WTL+a, January 2024.

Market Valuation (Value) Per Room

- Fishkind utilized a **market valuation of $533,584 per hotel room** to estimate the fiscal impacts of a new 222-room hotel at Village Place. **As there is no documentation of hotel sales comparables to document this estimate, WTL+a cannot verify its validity;**
- As a result, WTL+a assembled market values based on 15 confirmed sales of hotel properties in West Palm Beach and Palm Beach Gardens as reported by CoStar, Inc. between 2021—2023. Sales data indicate **hotel values ranging from $271,506 per room in 2021 to $237,132 per room in 2023**. However, sales prices were upwardly distorted by the sale of two high-end/luxury hotel properties:
    - Hyatt Banyan Cay Resort, a 190-room resort under construction in West Palm Beach that sold for $100.0 million in December 2023 **($526,316 per key/room**), and
    - Marriott Autograph, a 208-room "Upper Upscale" class property located in downtown West Palm Beach that sold for $106.4 million in October 2021 **($511,538 per key**);
- If these two luxury properties are excluded from this analysis, the 13 remaining sales are comprised of economy/limited-service properties located on commercial corridors or at interchanges with I-95. **This significantly reduces sales values—to $127,625 per room in 2021, $103,150 per room in 2022, and $128,973 per room in 2023;**
- These findings suggest that hotel values remain well below the valuation estimates in the Fishkind report. Even the benefit of a sustained annual increase in value of 3% per year (i.e., the accepted industry standard rate of inflation) through 2031 would only increase potential sales valuation to $300,390 per room by 2031 (the year a proposed hotel would be delivered);
- In our professional opinion, unless the developer of Village Place has secured a hotel operator to open a luxury property (or another class such as "Upper Upscale" similar to Marriott Autograph) at Village Place, it is unlikely that the project will be able to secure a hotel at these class levels; and
- It is notable that Fishkind used only one comparable property in its analysis (the property name has been withheld to protect its proprietary performance data). CoStar, Inc. estimates that if this property were sold, **its valuation is estimated at a limited $49,916 per room (2023 dollars)**. This is a vivid example of limited market opportunity for new hotel development in this part of the US Highway 1 corridor, although values at this level also reflect opportunities for redevelopment of this property.

Table 6: Area Hotel Property Sales, 2021—2023

Property	Rooms	Sale Date	Property Class	Sale Price	Price Per Key (Room)	Cap Rate
Hyatt Banyan Cay Resort 2020 Banyan Resort Way West Palm Beach	190	Dec-23	Luxury	$ 100,000,000	$ 526,316	N/A
Holiday Inn WPB Airport 1301 Belvedere Road West Palm Beach	199	Dec-23	Upper Midscale	$ 16,460,000	$ 82,714 *Bankruptcy Sale*	N/A
Courtyard WPB Airport 1800 Centerpark Drive E West Palm Beach	103	Nov-23	Upscale	$ 20,500,000	$ 199,029	7.1%
Courtyard WPB Airport 1800 Centerpark Drive E West Palm Beach	103	Jun-23	Upscale	$ 15,300,000	$ 148,544	7.6%
LaQuinta Inn 1910 Palm Beach Lakes Blvd. West Palm Beach	103	Feb-23	Upper Midscale	$ 13,258,400	$ 128,722	N/A
Subtotal-2023 Sales:						
W/O Hyatt Resort	**508**			**$ 65,518,400**	**$ 128,973**	
With Hyatt Resort	**698**			**$ 165,518,400**	**$ 237,132**	
Residence Inn 2461 Metrocentre Boulevard E West Palm Beach	78	Nov-22	Upscale	$ 11,558,159	$ 148,182	N/A
LaQuinta Inn 5981 Okeechobee Boulevard West Palm Beach	114	Nov-22	Upper Midscale	$ 12,950,000	$ 113,596	N/A
Best Western Plus 11360 US Highway 1 Palm Beach Gardens	83	Sep-22	Upper Midscale	$ 12,030,000	$ 144,940	8.0%
Quality Inn-PBI Airport 1505 Belvedere Road West Palm Beach	135	Aug-22	Midscale	$ 9,487,528	$ 70,278	N/A
Inn of America 4123 Northlake Boulevard Palm Beach Gardens	95	Jul-22	Midscale	$ 5,700,000	$ 60,000	N/A
Studio 6 1535 Centerpark Drive N West Palm Beach	138	Jun-22	Economy	$ 14,600,000	$ 105,797	N/A
Subtotal-2022 Sales:	**643**			**$ 66,325,687**	**$ 103,150**	

Table 6 (Continued): Area Hotel Property Sales, 2021—2023

Property	Rooms	Sale Date	Property Class	Sale Price	Price Per Key (Room)	Cap Rate
Spring Hill Suites 2437 Metrocenter Boulevard E West Palm Beach	130	Dec-21	Upscale	$ 16,003,000	$ 123,100	N/A
Homewood Suites 2455 Metrocenter Boulevard E West Palm Beach	114	Dec-21	Upscale	$ 15,435,000	$ 135,395	N/A
Marriott Autograph Collection 251 S. Narcissus Avenue West Palm Beach	208	Oct-21	Upper Upscale	$ 106,400,000	$ 511,538	N/A
Courtyard WPB Airport 1800 Centerpark Drive E West Palm Beach	103	Sep-21	Upscale	$ 12,848,000	$ 124,738	N/A
Subtotal-2021 Sales:						
W/O Marriott Autograph	**347**			**$ 44,286,000**	**$ 127,625**	
With Marriott Autograph	**555**			**$ 150,686,000**	**$ 271,506**	
TOTAL:						
W/O Marriott/Hyatt Resort	**1,498**			**$ 176,130,087**	**$ 117,577**	
With Marriott/Hyatt Resort	**1,896**			**$ 382,530,087**	**$ 201,756**	

Source: CoStar, Inc.; WTL+a, January 2024.

Annual Hotel Occupancy

- Fishkind utilized an average annual occupancy rate of 71% derived from performance of only one hotel comparable (one of North Palm Beach's two limited-service hotels). However, CoStar, Inc. reports that **annual occupancies in this one property have *declined*—from 70.6% in 2021 to 64% in 2023**, reflecting an overall decline of 9.4% over the past two years. WTL+a notes that relying solely on one property to estimate the future performance of a new hotel at Village Place is not defensible; and
- As a result, WTL+a assembled market performance metrics of four nearby hotels, which reveal annual occupancies ranging from 63% to 76% between 2021—2023. If this performance can be

sustained over the next eight years, this suggests the 71% metric utilized by Fishkind may be reasonable.

Market Capitalization (Cap) Rate

- Fishkind also utilized a 5% capitalization ("interest") rate. As noted above, a capitalization ("cap") rate converts annual income into an "asset value" at the end of a holding period. The commercial real estate industry considers a cap rate as the most effective measure through which real estate investments are assessed for their profitability and return potential. That is, the higher the cap rate, the greater the degree of "risk" to an investor of a specific property (lower return-on-investment). Conversely, the lower the cap rate, the lower the risk to an investor (higher return-on-investment);
- Cap rates are based on projections of future income and, therefore, are subject to high variance. Moreover, cap rates are affected by a range of different metrics, such as building age/condition/quality, location/proximity to demand generators, annual net operating income, market competition and other factors. It is not clear why Fishkind refers to the cap rate as an "interest rate;"
- A 5% cap rate reflects reasonably strong performance of real estate assets in stabilized markets (i.e., lower risk/higher returns). Notably, the hotel comparables identified by CoStar, Inc. exhibited cap rates generally ranging from 7.1% to 8.0%. These **higher cap rates reflect *greater* risk, thereby lowering values**;
- If the comparable property utilized in the Fishkind report were sold between 2021—2023, CoStar, Inc. estimates the cap rate would have been in the range of 8.7% to 8.9% This finding parallels the low valuation per room and reinforces the higher degree of risk (and lower return-on-investment) generated by a potential sale of this property. This also reinforces the probability that this site would be a candidate for redevelopment; and
- In conclusion, a cap rate based on actual recent sales of several area hotels in the range of 7% (as opposed to 5% as utilized by Fishkind) would **translate into a *lower* valuation for the proposed hotel at Village Place, and therefore lower tax revenues.**

4 General Retail

As a result of only limited supporting documentation of the project's proposed retail uses in the Fishkind report, WTL+a examined market trends of recent retail properties that reportedly sold in North Palm Beach between 2021—2023. This section focuses on four performance metrics necessary to evaluate fiscal impacts, including annual absorption (i.e., lease-up of new or previously vacant retail space); market valuation (i.e., sales price or value per sq. ft.); market vacancy rates; and capitalization rates.

The Fishkind report estimated fiscal impacts generated by construction of **100,000 sq. ft. of general retail space**. The distribution between general and specialty retail, consumer services, and food & beverage uses within this 100,000 sq. ft. of space is not known. The variation in type of retail space has the potential to *significantly* affect achievable rents and, therefore, proposed values (and fiscal impacts such as ad valorem tax revenues) generated by the project's commercial uses.

Potential Market Demand for Retail

- According to the Fishkind report, the project's proposed retail space is assumed in two 50,000 sq. ft. increments—delivered in 2028 and again in 2031. By comparison, the **2021 WTL+a real estate market study suggested more limited market opportunities in the range of 22,000 to 24,000 sq. ft.** This estimate was based in part on fluctuating performance of retail space in the Village of North Palm Beach;
- On average, a proposed retail program of 100,000 sq. ft. would **require minimum annual absorption of 12,500 sq. ft. per year** assuming a buildout period of eight years (2031);
- By comparison, between 2020—2023, **annual net absorption of retail space in North Palm Beach was *negative* (-65,600 sq. ft.)**. That is, 65,600 sq. ft. of previously occupied retail space was vacated and not re-leased over the past four years. Moreover, **between 2006—2023 the Village exhibited a net *loss* of almost 83,900 sq. ft. of previously occupied retail space (negative net absorption)**—despite several years of positive absorption—over this 18-year period; and

- This suggests that **the 100,000 sq. ft. of commercial retail space proposed for Village Place is *not* market-supportable.**

Table 7: Comparison of Retail Metrics—Fishkind to Market Comparables

	2024-2028	2029-2031	Total SF	Buildout Period (Years)	Required Annual Absorption
Proposed Development Program					
Fishkind Report	50,000	50,000	**100,000**	8	12,500
2021 Market Study			**22,000 to 24,000 SF**		

Metric	Fishkind Report	West Palm/North Palm/Palm Beach Gardens 2021	2022	2023	% Change 2021-2023	Estimated Market Valuation 2031
Fiscal Impact						
Market Valuation Per SF	$ 270	$ 328	$ 201	$ -	N/A	$ 262
% Annual Change		-	*-38.8%*			*@ 3%/Year*
Market Vacancy Rate	Unknown	6.2%	8.0%	8.0%	13.2%	112.9%
% Annual Change		-	*29.0%*	*0.0%*	*65.0%*	
Capitalization ("Interest") Rate	5%	5.9%	5.7%	5.6%	-5.9%	
% Annual Change		-	*-2.9%*	*-3.1%*		
Average Annual Absorption	12,500	(28,026)	3,981	(41,564)	(65,609)	
Total 2006-2023 (18 Years)					(83,872)	

Source: CoStar, Inc.; STR Global; WTL+a, January 2024.

Market Valuation (Value) Per Retail SF

- Fishkind utilized a **market valuation of $270 per sq. ft.** to estimate the fiscal impacts of 100,000 sq. ft. of new retail space at Village Place. **As there is no documentation of retail sales comparables provided to document this estimate, WTL+a cannot verify its validity;**
- As a result, WTL+a assembled data on the sale of nine retail centers containing 75,000 sq. ft. or more of gross leasable area (GLA) between 2021—2023 and located in West Palm Beach, North Palm Beach and Palm Beach Gardens as reported by CoStar, Inc. These centers include neighborhood, community and specialty centers with more than 1.05 million sq. ft. of gross

leasable area. Recorded sales prices range from **$99.53 to $594.08 per sq. ft. with an all-in average of $202.38 per sq. ft.**; and

Table 8: Retail Property Sales— 75,000 SF or Greater, 2021—2023

Property	Size (SF)	Sale Date	Property Type	Sale Price	Price Per SF	Cap Rate
Northlake Commons 3896-3980 Northlake Boulevard Palm Beach Gardens	118,439	Jul-22	Community Center Anchored by Ross Dress for Less & Joann Fabric	$ 28,370,481	$ 239.54	6.9%
Polo Grounds Mall 818-992 S. Military Trail West Palm Beach	107,498	Jun-22	Community Center Anchored by Publix	$ 24,705,899	$ 229.83	N/A
Shoppes at City Center 11233 US Highway 1 North Palm Beach	78,519	May-22	Neighborhood Center Anchored by West Marine	$ 29,121,858	$ 370.89	N/A
Village Shoppes 101-137 US Highway 1 North Palm Beach **(Subject Property)**	125,000	Apr-22	Community Center Anchored by Cars of Dreams	$ 19,000,000	$ 152.00	N/A
Shoppes at Palm Coast 7591-7915 S. Dixie Highway West Palm Beach	215,379	Mar-22	Community Center Anchored by Winn Dixie	$ 21,436,728	$ 99.53	N/A
Shops at Cresthaven 2601-2675 S. Military Trail West Palm Beach	172,364	Feb-22	Community Center Anchored by Presidente Supermarket	$ 19,588,324	$ 113.65	N/A
Crystal Cove Commons 1201 US Highway 1 North Palm Beach	60,993	Nov-21	Neighborhood Center Anchored by Wellness Jar	$ 36,235,000	$ 594.08	N/A
Legacy Place 11201-11231 Legacy Avenue Palm Beach Gardens	96,000	Oct-21	Specialty Center	$ 22,017,694	$ 229.35	6.0%
Legacy Place 11230-11260 Legacy Avenue Palm Beach Gardens	81,624	Oct-21	Power Center Anchored by Best Buy	$ 13,204,766	$ 161.78	6.0%
TOTAL:	**1,055,816**			**$ 213,680,750**	**$ 202.38**	

Source: CoStar, Inc.; WTL+a, January 2024.

- The sale of Crystal Cove Commons, a 60,993 sq. ft. neighborhood center in North Palm Beach, which sold in November 2021 for $36.2 million—or $594 per sq. ft.—distorts the overall average. Assuming a sustained increase in value of 3% per year (i.e., the accepted industry standard rate of inflation) through 2031 suggests a future potential sales value of $262 per sq. ft. by 2031 (the buildout year). It is not known how Fishkind derived its market valuation of $270 per sq. ft. Setting aside whether there is sufficient market support for 100,000 sq. ft. of retail space at Village Place, the Fishkind estimate of future value for the project's retail component appears reasonable.

Market Vacancy Rate

- The Fishkind report did not include any information on market vacancies. The accepted industry standard for vacancy rates in stabilized markets is 5%. In North Palm Beach, however, **retail vacancies jumped from 8% in 2021 and 2022 to 13.2% in 2023**—an increase of almost 113%. This parallels the loss of occupied retail space (i.e., negative net absorption). In fact, as detailed in the 2021 market study, retail vacancies in North Palm Beach fluctuated from a low of 2.2% in 2017 to a high of 14.3% in 2010 as recovery from the national economic recession of 2007—2009 gained momentum.

Market Capitalization (Cap) Rate

- Similar to the project's hotel component, Fishkind also utilized a 5% capitalization ("interest") rate in its analysis of fiscal impacts of the project's retail uses. As noted above, a 5% cap rate reflects reasonably strong performance of real estate assets in stabilized markets (i.e., lower risks/higher returns). The retail comparables identified by CoStar, Inc. exhibited generally similar cap rates in the range of 6%. It is notable that cap rates in the range of 5% to 6% would reflect generally solid investment values (i.e., lower risk/higher ROI) even with increasing retail vacancy rates and negative net absorption in North Palm Beach. This may reflect the sale of well-located retail centers in/near North Palm Beach with low vacancy rates and a stable mix of creditworthy tenants.

VILLAGE OF
NORTH PALM BEACH
FEB 22 2024
COMMUNITY DEVELOPMENT
RECEIVED

NP Devland Holdings, LLC
c/o Cypress Realty of Fla LLC
3910 RCA Blvd., Suite 1015
Palm Beach Gardens, Florida 33410

February 22, 2024

Mr. Chuck Huff
Village Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, Florida 33408

Re: PUD 2023-06 – Village Place

Dear Chuck:

As you know, based on a Village request we previously submitted a third-party Fiscal Impact Study as an add-on to our Request for Master Plan Approval for our planned Village Place mixed-use development. Please find attached the revised Fiscal Impact Study which includes the sensitivity analysis that staff requested in our 2/1/2024 conference call. I would also like to address three additional questions that staff had during our discussions.

Absorption

Village Place will be a true mixed-use development, with a variety of housing types and price levels targeting both the sale and rental markets. It will also include a hotel product and vibrant retail component, along with a large open space designed to attract the general public. In other words, we will be creating a true community. There is no other development similar to ours in the local area. We are aware of the competitive single-phased projects being discussed and/or planned in the surrounding area, however we believe that we will be at a competitive advantage and are confident that we will be creating our own market. While it is impossible to project the future demand, we (and our investors) will continue to analyze the competitive market environment at the appropriate time for each phase.

Hotel

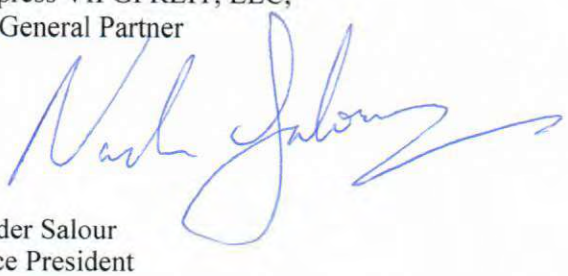
We are currently in early discussions with multiple hotel development groups. The initial feedback has been positive, but there is significant due diligence to be done. As I mentioned during our meeting, our interest lies only in a quality hotel that will have a positive impact on the overall development. If we are unable to attract a high-quality hotel, the site allocated to the hotel would be developed as another use, that most likely being residential. We would not anticipate this materially changing the positive fiscal impact of the development on the Village.

Retail

There is no other retail center that exists as part of a true mixed-use community such as Village Place in the surrounding area. While we do plan to introduce the retail in phases over the life of the development, we believe that the sum of the new internal residential communities, other planned external surrounding projects and the existing local residential base will result in sufficient demand for 100,000 square feet of new quality retail space. Again, the market environment will continue to be analyzed at the appropriate time of each future development phase.

In closing, this is a multi-phased development of a very significant size. Therefore, it will be long term project with a development program/timing that will be modified to address ever-changing market conditions (that are impossible to predict). While our Fiscal Impact Study projects an amount of fiscal impact resulting from the planned development, it is obviously subject to much future uncertainty. It is impossible to predict exactly what the final outcome will be over an 8-12 year period, however, the one fact we can be sure of is the development will not only pay for itself, but will have a significant positive fiscal impact on the Village.

NP-Devland Holdings, LLC
By: Cypress VII GPREIT, LLC,
its General Partner



By: Nader Salour
Vice President

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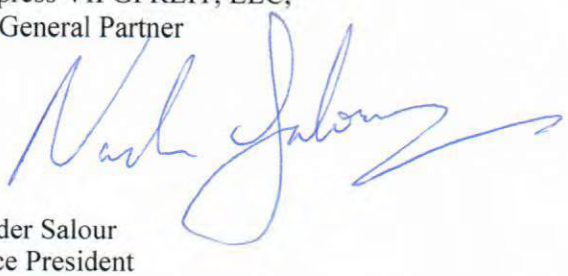
NP-Devland Holdings, LLC
By: Cypress VII GPREIT, LLC,
its General Partner



By: Nader Salour
Vice President

CFN 20230435889
OR BK 34744 PG 191
RECORDED 12/27/2023 3:01 PM
Deed Consideration Amt: $10.00
DEED DOC $0.70
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 191 - 194; (4pgs)

This instrument prepared by and should be returned to:

Charles J. Abrams, Esquire
GREENBERG TRAURIG, P.A.
777 S. Flagler Dr., Suite 300E
West Palm Beach, Florida 33401

Folio Nos.: 68-43-42-21-29-007-0020
and 36-43-42-21-29-007-0030

Note to Examiner: The real property being conveyed by this instrument is unencumbered by any mortgage. Both Grantor and Grantee are entities that are 100% owned by the same member (the "Common Owner"). This conveyance from Grantor to Grantee is being reflected on the books and records of the Grantor, the Grantee and the Common Owner, under generally accepted accounting principles, as a series of transfers, as follows: (1) a distribution of the property from Grantor to the Common Owner, without any consideration received by the Grantor, followed by (2) a transfer by the Common Owner to Grantee, as an additional contribution to capital, without any consideration received by Common Owner. The books and records of the Grantor, Grantee and Common Owner do not reflect any loan receivable created as a result of this series of transfers. Accordingly, this deed is subject only to nominal State of Florida documentary stamp tax. See Technical Assistance Advisement 06(B)4-005 dated June 4, 2006.

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made on December 31, 2023, by **NP-DEVLAND HOLDINGS, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 1601 South Mopac Expressway, Suite D-175, Austin, Texas 78746, in favor of **NP-DEVLAND NORTH, LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 1601 South Mopac Expressway, Suite D-175, Austin, Texas 78746.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten U.S. Dollars ($10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee and its successors and assigns forever, the parcel of land in Palm Beach County, Florida described on **Exhibit "A"** attached (the "**Property**").

TOGETHER with (i) all and singular, the benefits, rights, privileges, easements, tenements, hereditaments, and other appurtenances pertaining to the Property, if any, and (ii) all improvements of whatever kind, character, or description to or on the Property, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

AND, Grantor hereby specially covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and the Property is free and clear of all liens and encumbrances, except the Property is being conveyed to Grantee subject to all zoning and governmental regulations, all restrictions, reservations and easements of record, provided that this reference shall not serve to reimpose the same, and taxes and assessments for 2023 and subsequent years, which are not yet due and payable.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the date above.

Signed, sealed and delivered in the presence of:

Print Name: Emily Leidolf

Print Name: Denise Pangel

GRANTOR:

NP-DEVLAND HOLDINGS, LLC, a Delaware limited liability company

By: RESCAP GP, LLC, a Texas limited liability company, its Manager

By: _____
M. Timothy Clark, President

STATE OF Texas)
) ss:
COUNTY OF Travis)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of December, 2023, by M. Timothy Clark, as President of RESCAP GP, LLC, a Texas limited liability company, the Manager of **NP-DEVLAND HOLDINGS, LLC**, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ produced _____ for identification.

[NOTARIAL SEAL]

JESSICA VILLARREAL
Notary ID #125953654
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Dec 29, 2026

Notary: _____
Print Name: Jessica Villarreal
Notary Public, State of Texas
My commission expires: 12/29/2026

EXHIBIT A

DESCRIPTION & SKETCH
PREPARED FOR:
CYPRESS REALTY OF FLORIDA, LLC

LOT 1

LEGAL DESCRIPTION - LOT 1:

A PARCEL OF LAND BEING A PORTION OF PARCEL 7 ACCORDING TO THE PLAT OF NORTHAKE PROMENADE SHOPPES, A PUD, AS RECORDED IN PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOWN OF LAKE PARK AND VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA. LYING IN A SECTION 21, TOWNSHIP 42 EAST, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1B, AS SHOWN ON SAID PLAT OF NORTHLAKE PROMENADE SHOPPES, A PUD; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1B AND ITS WESTERLY PROLONGATION, SOUTH 84°09'54" WEST, A DISTANCE OF 197.10 FEET; THENCE NORTH 08°50'35" WEST, A DISTANCE OF 29.20 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE NORTH 89°59'59" WEST, A DISTANCE OF 489.69 FEET; THENCE NORTH 00°09'32 EAST, A DISTANCE OF 186.80 FEET TO A POINT ON THE SOUTH LINE OF PARCEL R-1, AS SHOWN ON SAID PLAT OF PROMENADE SHOPPES, A PUD; THENCE ALONG SAID SOUTH LINE OF PARCEL R-1, THENCE NORTH 90°00'00" EAST, A DISTANCE OF 176.69 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL R-1; THENCE ALONG THE EAST LINE OF SAID PARCEL R-1, NORTH 00°00'00" EAST, A DISTANCE OF 155.63 FEET TO THE NORTHEAST CORNER OF SAID PARCEL R-1; THENCE DEPARTING SAID EAST LINE OF PARCEL R-1; NORTH 90°00'00" EAST, A DISTANCE OF 117.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 80.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°25'35", A DISTANCE OF 48.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55°34'25" EAST, A DISTANCE OF 99.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°43'50", A DISTANCE OF 65.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08°50'35" EAST, A DISTANCE OF 220.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 125,434 SQUARE FEET OR 2.880 ACRES MORE OR LESS.

SURVEYOR'S NOTES:
1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JUNE 10, 2023

LIDBERG LAND SURVEYING, INC.

Digitally signed by David C Lidberg
DN: c=US, o=LIDBERG LAND SURVEYING, dnQualifier=A01410D0000018 62D359E63000525C6, cn=David C Lidberg
Date: 2023.09.22 15:06:17 -04'00'

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

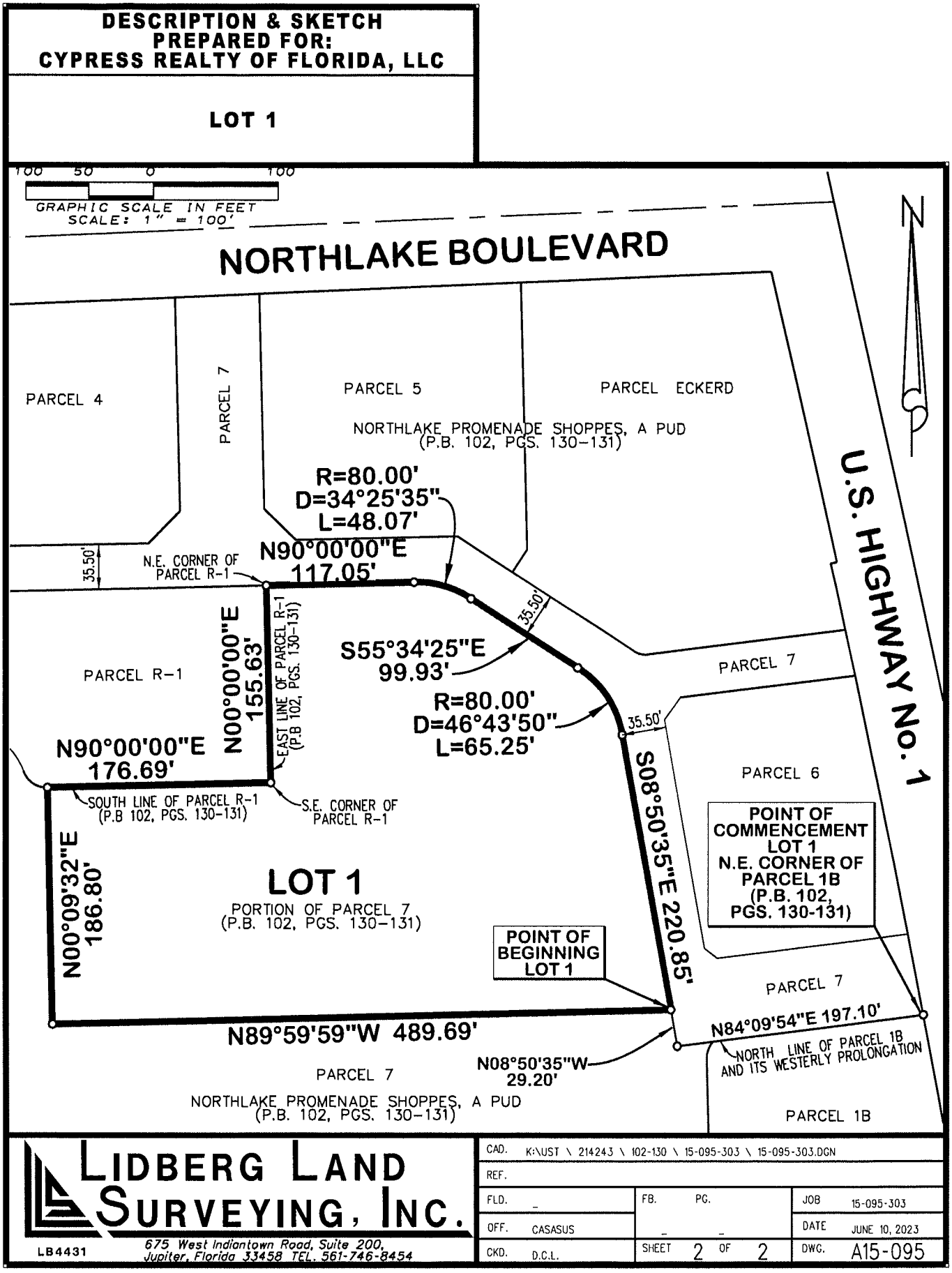
ABBREVIATIONS:
P.B. = PLAT BOOK
PGS. = PAGES

09/22/23	CORRECT LEGAL	R.J.W.

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL: 561-746-8454

CAD. K:\UST \ 214243 \ 102-130 \ 15-095-303 \ 15-095-303.DGN			
REF.			
FLD. _	FB. PG.	JOB	15-095-303
OFF. CASASUS	_ _	DATE	JUNE 10, 2023
CKD. D.C.L.	SHEET 1 OF 2	DWG.	A15-095

EXHIBIT A


DESCRIPTION & SKETCH
PREPARED FOR:
CYPRESS REALTY OF FLORIDA, LLC
LOT 1
100 50 0 100
GRAPHIC SCALE IN FEET
SCALE: 1" = 100'
NORTHLAKE BOULEVARD
N
PARCEL 4
PARCEL 7
PARCEL 5
PARCEL ECKERD
NORTHLAKE PROMENADE SHOPPES, A PUD
(P.B. 102, PGS. 130-131)
R=80.00'
D=34°25'35"
L=48.07'
N90°00'00"E
117.05'
35.50'
N.E. CORNER OF
PARCEL R-1
N00°00'00"E
155.63'
EAST LINE OF PARCEL R-1
(P.B 102, PGS. 130-131)
S55°34'25"E
99.93'
R=80.00'
D=46°43'50"
L=65.25'
PARCEL R-1
PARCEL 7
U.S. HIGHWAY No. 1
N90°00'00"E
176.69'
SOUTH LINE OF PARCEL R-1
(P.B 102, PGS. 130-131)
S.E. CORNER OF
PARCEL R-1
S08°50'35"E 220.85'
PARCEL 6
POINT OF
COMMENCEMENT
LOT 1
N.E. CORNER OF
PARCEL 1B
(P.B. 102,
PGS. 130-131)
N00°09'32"E
186.80'
LOT 1
PORTION OF PARCEL 7
(P.B. 102, PGS. 130-131)
POINT OF
BEGINNING
LOT 1
PARCEL 7
N84°09'54"E 197.10'
N89°59'59"W 489.69'
NORTH LINE OF PARCEL 1B
AND ITS WESTERLY PROLONGATION
N08°50'35"W
29.20'
PARCEL 7
NORTHLAKE PROMENADE SHOPPES, A PUD
(P.B. 102, PGS. 130-131)
PARCEL 1B
LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454
CAD. K:\UST \ 214243 \ 102-130 \ 15-095-303 \ 15-095-303.DGN
REF.
FLD. _
FB. PG.
JOB 15-095-303
OFF. CASASUS
DATE JUNE 10, 2023
CKD. D.C.L.
SHEET 2 OF 2
DWG. A15-095

CFN 20230435890
OR BK 34744 PG 195
RECORDED 12/27/2023 3:01 PM
Deed Consideration Amt: $100
DEED DOC $0.70
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 195 - 199; (5pgs)

This instrument prepared by and should be returned to:

Charles J. Abrams, Esquire
GREENBERG TRAURIG, P.A.
777 S. Flagler Dr., Suite 300E
West Palm Beach, Florida 33401

Folio Nos.: 68-43-42-21-29-001-0020,
68-43-42-21-29-007-0020, and
68-43-42-21-00-001-0010

Note to Examiner: The real property being conveyed by this instrument is unencumbered by any mortgage. Both Grantor and Grantee are entities that are 100% owned by the same member (the "Common Owner"). This conveyance from Grantor to Grantee is being reflected on the books and records of the Grantor, the Grantee and the Common Owner, under generally accepted accounting principles, as a series of transfers, as follows: (1) a distribution of the property from Grantor to the Common Owner, without any consideration received by the Grantor, followed by (2) a transfer by the Common Owner to Grantee, as an additional contribution to capital, without any consideration received by Common Owner. The books and records of the Grantor, Grantee and Common Owner do not reflect any loan receivable created as a result of this series of transfers. Accordingly, this deed is subject only to nominal State of Florida documentary stamp tax. See Technical Assistance Advisement 06(B)4-005 dated June 4, 2006.

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made on December 31, 2023, by **NP-DEVLAND HOLDINGS, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 1601 South Mopac Expressway, Suite D-175, Austin, Texas 78746, in favor of **NP-DEVLAND EAST, LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 1601 South Mopac Expressway, Suite D-175, Austin, Texas 78746.

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten U.S. Dollars ($10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell to Grantee and its successors and assigns forever, the parcel of land in Palm Beach County, Florida described on **Exhibit "A"** attached (the "**Property**").

TOGETHER with (i) all and singular, the benefits, rights, privileges, easements, tenements, hereditaments, and other appurtenances pertaining to the Property, if any, and (ii) all improvements of whatever kind, character, or description to or on the Property, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

AND, Grantor hereby specially covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and the Property is free and clear of all liens and encumbrances, except the Property is being conveyed to Grantee subject to all zoning and governmental regulations, all restrictions, reservations and easements of record, provided that this reference shall not serve to reimpose the same, and taxes and assessments for 2023 and subsequent years, which are not yet due and payable.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the date above.

Signed, sealed and delivered in the presence of:

Print Name: Emily Leidolf

Print Name: Denise Rangel

GRANTOR:

NP-DEVLAND HOLDINGS, LLC, a Delaware limited liability company

By: RESCAP GP, LLC, a Texas limited liability company, its Manager

By: _____
M. Timothy Clark, President

STATE OF Texas)
) ss:
COUNTY OF Travis)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of December, 2023, by M. Timothy Clark, as President of RESCAP GP, LLC, a Texas limited liability company, the Manager of **NP-DEVLAND HOLDINGS, LLC**, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ produced _____ for identification.

[NOTARIAL SEAL]

JESSICA VILLARREAL
Notary ID #125953654
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. Dec 29, 2026

Notary: _____
Print Name: Jessica Villarreal
Notary Public, State of Texas
My commission expires: 12/29/2026

EXHIBIT A

DESCRIPTION & SKETCH
PREPARED FOR:
CYPRESS REALTY OF FLORIDA, LLC

LOT 3

SURVEYOR'S NOTES:
1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JUNE 10, 2023

LIDBERG LAND SURVEYING, INC.

Digitally signed by David C Lidberg
DN: c=US, o=LIDBERG LAND SURVEYING, dnQualifier=A01410D000001862D359E63000525C6, cn=David C Lidberg
Date: 2023.07.31 16:56:19 -04'00'

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
PG. = PAGE
PGS. = PAGES
R.B. = RADIAL BEARING
R/W = RIGHT OF WAY

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 214243 \ 102-130 \ 15-095-303 \ 15-095-303.DGN			
REF.			
FLD. _	FB. PG.	JOB	15-095-303
OFF. CASASUS	_ _	DATE	JUNE 10, 2023
CKD. D.C.L.	SHEET 1 OF 3	DWG.	A15-095B

EXHIBIT A

DESCRIPTION & SKETCH
PREPARED FOR:
CYPRESS REALTY OF FLORIDA, LLC

LOT 3

LEGAL DESCRIPTION - LOT 3:

A PARCEL OF LAND BEING ALL OF PARCEL 1B AND A PORTION OF PARCEL 7 ACCORDING TO THE PLAT OF NORTHAKE PROMENADE SHOPPES, A PUD, AS RECORDED IN PLAT BOOK 102, PAGES 130 AND 131, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 21, TOWNSHIP 42 EAST, RANGE 43 EAST, LYING IN THE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1B, AS SHOWN ON THE PLAT OF PROMENADE SHOPPES, A PUD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11394.22 FEET AND A RADIAL BEARING OF NORTH 80°31'26" EAST; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL 1B AND ALONG THE EXISTING WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), A PUBLIC ROAD, AS SHOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 93040-2510 AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°34'45", A DISTANCE OF 115.18 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1B; THENCE CONTINUE SOUTHERLY ALONG THE ARC SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 11394.22 FEET AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), THROUGH A CENTRAL ANGLE OF 01°48'14", A DISTANCE OF 358.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 82°54'25" WEST ALONG A LINE RADIAL TO THE JUST DESCRIBED CURVE AND RADIAL TO THE NEXT DESCRIBED CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY BEING CONCENTRIC WITH THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 11389.22 FEET AND A CHORD BEARING OF SOUTH 06°52'57" EAST; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°25'15", A DISTANCE OF 83.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 06°40'20" EAST, A DISTANCE OF 91.49 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PALMETTO ROAD, A 60 FOOT PLATTED PUBLIC RIGHT-OF-WAY LINE, AS SHOWN ON THE PLAT FOR KELSEY CITY, RECORDED IN PLAT BOOK 8, PAGE 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PALMETTO ROAD, NORTH 88°39'20" WEST, A DISTANCE OF 280.90 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°09'32" EAST, A DISTANCE OF 616.96 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH LINE OF THE AFOREMENTIONED PARCEL 1B, NORTHAKE PROMENADE SHOPPES, A PUD; THENCE ALONG SAID NORTH LINE OF PARCEL 1B AND ITS WESTERLY PROLONGATION, NORTH 84°09'54" EAST, A DISTANCE OF 196.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 152,890 SQUARE FEET OR 3.510 ACRES MORE OR LESS.

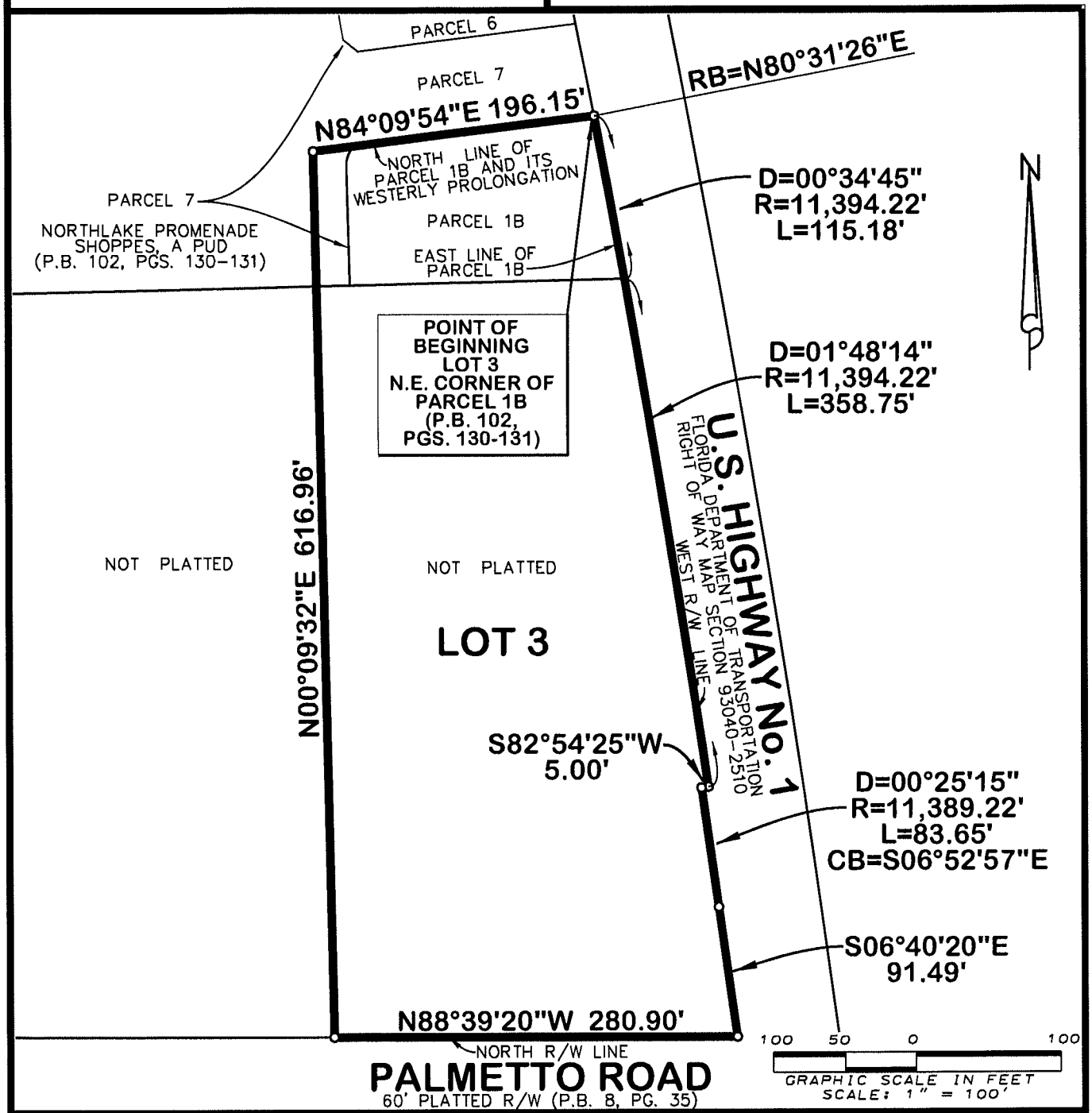
LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 214243 \ 102-130 \ 15-095-303 \ 15-095-303.DGN			
REF.			
FLD. _	FB. PG.		JOB 15-095-303
OFF. CASASUS	_ _		DATE JUNE 10, 2023
CKD. D.C.L.	SHEET 2 OF 3		DWG. A15-095B

EXHIBIT A

DESCRIPTION & SKETCH
PREPARED FOR:
CYPRESS REALTY OF FLORIDA, LLC

LOT 3



LIDBERG LAND SURVEYING, INC.
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675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 214243 \ 102-130 \ 15-095-303 \ 15-095-303.DGN			
REF.			
FLD. _	FB. PG.		JOB 15-095-303
OFF. CASASUS	_ _		DATE JUNE 10, 2023
CKD. D.C.L.	SHEET 3 OF 3		DWG. A15-095B

K:\UST\214243\102-130\15-095-303\15-095-303.DGN 7/31/2023 4:49:19 PM

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FL

KRISTIN K. GARRISON
DIRECTOR

JOSEPH M. SANCHES, MBA
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	**Submittal Date**	10/09/2023		
	SCAD No.	**23100602D – D. O.**		
	FLU /Rezoning/D.O. No.	Not Provided – Village of North Palm Beach		
	Property Control Number	68-43-42-21-29-007-0020; 36-43-42-21-29-007-0030; 68-43-42-21-29-001-0020; 68-43-42-21-00-001-0010; 36-43-42-21-00-000-3040		
	Development Name	**Village Place**		
	Owner / Agent Name	NP-Devland Holdings, LLC / 2GHO, Inc.		
	SAC No.	074		
	Proposed D. O.	**1080 Residential Units (947 Multi-Family** and **133 High-Rise Apt/Condo Units)**		
Impact Review		**The Conservatory School at N. Palm Beach** Elementary School	**H. L. Watkins** Middle School	**Palm Beach Gardens** High School
	New Students Generated	**110**	53	70
	Capacity Available	**-372**	378	7
	Utilization Percentage	**152%**	70%	100%
School District Staff's Recommendation	**Based on the findings and evaluation of the proposed development, there will be a negative impact on the public-school system. Given the recent increases in school impact fees, effective January 1, 2023, much of these impacts will be mitigated. The impact fees, however, will not fully cover impacts to the school system. Therefore, if the proposed development is approved by Village Council and if the Developer voluntarily agrees, School District staff recommends the following condition to mitigate such impacts.** In order to address the school capacity deficiency generated by this proposed development at the District **elementary school level**, the property owner shall contribute **$159,060.00** to the School District of Palm Beach County prior to the issuance of first building permit. This voluntary school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on September 13, 2022.			
Validation Period	1) This determination is valid from **10/19/2023** to **10/18/2024** or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **10/18/2024** or this determination will expire automatically on **10/18/2024**.			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

School District Representative Signature

October 19, 2023

Date

Joyce C. Cai, Senior Planner

Print Name & Title

joyce.cai@palmbeachschools.org

Email Address

CC: Caryn Garnder-Young, Director, Village of N. Palm Beach
Joyell Shaw, PIR Manager, School District of Palm Beach County

DocuSign Envelope ID: 29E3A5CD-DB03-4F37-A2FB-FF054110A29E

COMCAST BUSINESS

Comcast Business
789 International Parkway Sunrise FL 33325

Comcast Cable Communication Management, LLC
c/o Market Development, Comcast Business

RE: Will Serve request for availability of Comcast communication services
Property Address: 68-43-42-21-29-001-0020;68-43-42-21-00-001-0010;36-43-42-21-00-000-3040;36
Date of Issue: 10/6/2023

Attention Josh Gibson

In response to your request for service, we have determined that based on our initial investigation, Comcast Cable Communication Management LLC has the ability to construct and install certain wires, cables and other equipment over, under, across and along the property located at 68-43-42-21-29-007-0020;36-43-42-21-29-007-0030;36-43-42-21-00-000-3040;68-43-42

A preliminary plan, if available, may be provided with this "Will Serve," letter. Notwithstanding the determination that Comcast may provide services at the Property, this letter does not represent any binding agreement for service. Additionally, this letter is non-transferrable and expires one hundred and eighty (180) days from issue date.

If you have any questions or need more information, feel free to contact us.

DocuSigned by:
By: Rich Rollins
6535CA4C669A4C9...
Name: Rich Rollins
Title: VP, Business Services

SEACOAST UTILITY AUTHORITY

4200 Hood Road
Palm Beach Gardens, FL
33410-2174

August 3, 2023

Josh Gibson, E.I.
Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
WPB, FL 33407

Re: Village Shoppes

Dear Mr. Gibson:

This letter is in response to your request for capacity availability. The referenced project lies within the water and sewer service area of Seacoast Utility Authority. The following calculations are based on the proposed 1,080 MFU's, 222 hotel rooms and 260 assisted living beds.

This will confirm the current status of water and wastewater capacity and commitments for Seacoast Utility Authority (Million Gallons Per Day):

	Capacity	Committed and In Use	This Project	Balance
Water	21.09	18.36	0.33124	2.40
Sewer	12.00	8.19	0.31847	3.49

Please note that this statement reflects conditions as of this date; no guarantee of capacity availability in the future is expressed or implied, and **no capacity has been reserved for the referenced project.**

This project will require the replacement of the existing 8" gravity sewer main from the sanitary manhole on the SW corner of Palmetto Dr., crossing Palmetto Dr., heading east on Palmetto Dr., and into the project with a 10"minimum gravity sewer main.

Sincerely,

SEACOAST UTILITY AUTHORITY

Jennifer Millette

Jennifer Millette
Engineering Services Specialist

AT&T
Palm Beach

Vincent Lim
120 N K St
Lake Worth, FL 33460
561-540-2639
Email: vl4396@att.com

August 4, 2023

SIMMONS & WHITE
2581 METROCENTRE BLVD
West Palm Beach, FL 33407
Attn: Josh Gibson
P (561)478-7848 x 130

RE: Village Shoppes – Service Utility Letter
PCN: 68-43-42-21-29-007-0020,36-43-42-21-29-007-0030, 36-43-42-21-00-000-3040, 68-43-42-21- 00-001-0010, 68-43-42-21-29-001-0020

To Whom It May Concern:

This letter is in response to your request for information on the availability of service at the above Parcel numbers.
This letter acknowledges that the above referenced Parcel numbers are in an area served by AT&T. Any service arrangements for the Parcel numbers will be subject to later discussions and agreements between the developer and AT&T.

Please be advised that this letter is not a commitment by AT&T to provide service to Parcel numbers.

Please contact me at the phone number or e-mail included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

Vincent Lim
OSPE-AT&T

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

November 15, 2023

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

RE: Village Place
Project #: 230813
Traffic Performance Standards (TPS) Review

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Study, revised October 27, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	North Palm Beach
Location:	SWC of Northlake Blvd and US-1
PCN:	68-43-42-21-29-007-0020 and others on file
Access:	Two right-in/right-out and one full access driveway connections onto Northlake Blvd, one directional and two right-in/right-out access driveway connections onto US-1, and four full access driveway connections onto Palmetto Drive (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing/Vested Uses:	Gen. Commercial = 126,330 SF Pharmacy w/ DT = 9,790 SF Drive-In Bank = 5,000 SF Fast Food Restaurant w/ DT = 3,028 SF Gas Station = 12 FP Convenience Store = 2,410 SF
Proposed Uses:	Adding: Multi-Family Residential = 1,080 DUs Senior Multi-Family Residential (55+) = 206 DUs Hotel = 222 Rooms; **OR** Multi-Family Residential = 275 DUs Gen. Commercial = 4,770 SF (for a total of 131,100 SF)
New Daily Trips:	5,484
New Peak Hour Trips:	425 (117/308) AM; 451 (269/182) PM
Build-out:	December 31, 2033

The proposed development is within the Coastal Residential Exception Area and, therefore, the residential portion of the proposed development is exempt from the TPS of Palm Beach County. Based on our review, the Traffic Division has determined the proposed development meets the TPS of Palm Beach County.

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

The following conditions should be added to the Development Order of this project:

1. No Building Permits for the site may be issued after December 31, 2033.

2. The Property Owner shall extend the northbound left turn lane on US-1 at the project entrance to the maximum extent feasible, as approved by the County Engineer or FDOT, as appropriate. This modification shall be completed prior to building permits resulting in 113 (25% of total) net new peak hour trips.

3. The Property Owner shall extend the eastbound left turn lane on Palmetto Drive at US-1 to the maximum extent feasible, as approved by the County Engineer or the Village, as appropriate. This, modification shall be completed prior to building permits resulting in 113 (25% of total) net new peak hour trips.

4. The Property Owner/Developer shall fund the cost of signal installation, if warranted as determined by the County Engineer, on Northlake Blvd at Project's western main entrance. Signalization shall be a mast arm structure installation. The cost of signalization shall also include all design costs and any required utility relocation and right of way or easement acquisition.

    a. Vertical Building Permits shall not be issued until the developer provides acceptable surety to the Traffic Division in an amount as determined by the Director of the Traffic Division.

    b. In order to request release of the surety for the traffic signal at the above intersection, the Property Owner/Developer shall provide written notice to the Traffic Division stating that the final certificate of occupancy has been issued for this development and requesting that a signal warrant study be conducted at the intersection. The Traffic Division shall have 24 months from receipt of this notice to either draw upon the monies to construct the traffic signal or release the monies. In the event that the property is sold, the surety may be returned once the Traffic Division receives written documentation of the sale and a replacement surety has been provided to the Traffic Division by the new Property Owner.

5. The Property Owner shall close the easterly median opening on Northlake Blvd and subsequently extend the eastbound dual left turn lanes at US-1 intersection to the maximum extent feasible, as approved by the County Engineer or FDOT, as appropriate. This modification shall be completed before issuance of any new Certificates of Occupancy.

6. The Property Owner shall extend the existing eastbound "drop through lane/right turn lane" on Northlake Blvd at US-1, westerly to the east edge of the Project's westernmost driveway connection. This modification shall be completed before issuance of any new Certificates of Occupancy.

The municipality shall transmit an official, recorded copy of the Development Order with the above conditions to the County Engineer no later than ten calendar days after approval of the Development Order. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain conditions 1 thru 6 exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the TPS of Palm Beach County shall be deemed rescinded and rendered void.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb
ec: Addressee
Jeremy Hubsch, AICP, Director, Community Development Department, Planning & Zoning Division, Village of North Palm Beach
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2023\230813 - VILLAGE PLACE (CREA).DOCX;

FLORIDA PUBLIC UTILITIES

August 17, 2023

RE: Letter of Service Availability
Village Shoppes- Mixed-Use Development

Dear Josh Gibson,

Per your request Florida Public Utilities Company has reviewed the project referenced above and the information provided and it has been determined that the project is within our service area. In addition to FPU being capable of serving this site with Natural Gas there are existing Natural Gas facilities on the site.

If you have any questions please do not hesitate to contact me at igibbs@fpuc.com or 561-723-3459

Sincerely,

IVAN GIBBS

Ivan Gibbs
Engineering Technician

Florida Power & Light Company

October 10, 2023

Josh Gibson
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL, 33407

Re: 101 US Highway 1, North Palm Beach, FL

Dear Mr.Gibson:

This is to confirm that, at the present time, FPL has sufficient capacity to provide electric service to the above captioned property. This service will be furnished in accordance with applicable rates, rules and regulations. Preliminary analysis of your request has indicated that a line extension will be required and will most likely require a Contribution in Aid of Construction to be paid in order to provide service.

Please provide the final site plan, site survey and electrical load data as soon as possible so the necessary engineering can begin.

Early contact with FPL is essential so that resources may be scheduled to facilitate availability of service when required.

Sincerely,

Nicolas Geraci
Engineer II

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 31, 2023

THIS PRE-APPLICATION LETTER IS VALID UNTIL – October 31, 2024
THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley, P.E.
Simmons and White
2581 Metrocentre Blvd, Suite 3, West Palm Beach, FL, 33407

Dear Bryan Kelley:
RE: Pre-application Review for **Category F Driveway,** Pre-application Meeting Date: **October 12, 2023**
Palm Beach County - North Palm Beach; SR 5; Sec. # 93040000; MP: 0.5; Access Class - 5;
Posted Speed - 35; SIS - No; FDOT Ref. Project: FM 438386.4-Thuc Le-PUBLIC TRANSPORTATION SHELTER

Request:

- **Driveway 1: Maintain existing right-in/right-out access on the west side of US-1, approximately 642 feet north of the southern property line.**
- **Maintain existing northbound directional median opening on US-1 and extend existing northbound left turn lane.**
- **Driveway 2: Close existing right-in/right-out access on the west side of US-1, approximately 218 feet north of the southern property line.**

SITE SPECIFIC INFORMATION
Project Name & Address: **Village Place – 101 US Highway One, North Palm Beach**
Property Owner: **NP Devland Holdings LLC**; Parcel Size: **13.16 Acres**
Development Size:
Proposed: 1080 Multifamily DU, 206 55+ Multifamily DU, 222-room Hotel, 131,100 SF Retail, 9790 SF Pharmacy, 5000 SF Bank, 3028 SF Fast Food Restaurant with DT, Gas Station with 12 Fuel Positions and 2410 SF Convenience Store.

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 150 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.**
- **The northbound left turn lane on US-1 at the project entrance shall be extended and shall meet the minimum requirements in the Florida Design Manual (FDM).**
- **The revised site plan including the entire development (master plan phasing) shall be submitted to the Department for review at the time of Permit.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,
Carina Harvey
District Access Management Manager

cc: Patricia Moore
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2023-10-12\2. 93040000 MP 0.5 SR 5_Village Place\2. 93040000 MP 0.5 SR 5_Village Place.docx

South Florida Water Management District

BEG. PERMIT NUMBER 50-04324-P

APPLICATION NO.

990113-13

50-04324-P

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-04324-P

Form #0941
08/95

DATE ISSUED: June 4, 1999

PERMITTEE: NORTHLAKE EQUITIES INC & TWIN CITIES DEVEL INC
3265 MERIDIAN PARKWAY
WESTON, FL 33331

PROJECT DESCRIPTION: A SURFACE WATER MANAGEMENT SYSTEM SERVING 28.96 ACRE(S) OF COMMERCIAL DEVELOPMENT KNOWN AS NORTHLAKE PROMENADE SHOPPES.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 21 TWP 42S RGE 43E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 990113-13, dated January 13, 1999. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.

2. the attached General Conditions.

3. the attached 11 Special Conditions, and

4. the attached 9 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 4th day of June, 1999, in accordance with Section 120.60(3), Florida Statutes.

BY: _____
Anthony M. Waterhouse, P.E.
Director - Surface Water Management
West Palm Beach Service Center

Certified Mail No. Z 532 992 685

pres

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, 10-3-95

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1997), requires that "each notice shall inform the recipient of any administrative hearin or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which mus be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that thi Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be a applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resourc Permit: Pursuant to Section 373.427, Fla. Stat., and Ful 40E-1.511(3), Fla. Admin. Code (also published as a exception to the Uniform Rules of Procedure as Rule 40E 0.109(2)(c)), a petition objecting to the SFWMD's agenc action regarding consolidated applications fo Environmental Resource Permits and Use of Sovereig Submerged Lands (SLERPs), must be filed within 14 day of the notice of consolidated intent to grant or deny th SLERP. Petitions must substantially comply with th requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by SFWMD Emergency Authorization and Order, has a rig to file a petition under Sections 120.569, 120.57(1), an 120.57(2), Fla. Stat., as provided in subsections a. and above. However, the person, or the agent of the perso responsible for causing or contributing to the emergenc conditions shall take whatever action necessary to caus immediate compliance with the terms of the Emergenc Authorization and Order.

f. Order for Emergency Action: A perso whose substantial interests are affected by a SFWM Order for Emergency Action has a right to file a petitio pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admi Code, copies of which are attached to this Notice of Right and Section 373.119(3), Fla. Stat., for a hearing on t Order. Any subsequent agency action or proposed agen action to initiate a formal revocation proceeding shall separately noticed pursuant to section g. below.

g. Permit Suspension, Revocati Annulment, and Withdrawal: If the SFWMD issues administrative complaint to suspend, revoke, annul, withdraw a permit, the permittee may request a hearing be conducted in accordance with Sections 120.569 a 120.57, Fla. Stat., within 21 days of either written not through mail or posting or publication of notice that SFWMD has or intends to take final agency acti Petitions must substantially comply with the requireme of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

2. Because the administrative hearing proc is designed to formulate final agency action, the filin a petition means that the SFWMD's final action may different from the position taken by it previou Persons whose substantial interests may be affected

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statue the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

(3) Requests for hearing filed in accordance with this rule shall include:

(a) The name and address of the party making the request, for purposes of service;

(b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and

(c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

(a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57. and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.

2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.

3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.

4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.

5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.

6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995. PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.

12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.

14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.

15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.

16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.

17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.

19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

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18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.

19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 14 FEET NGVD.

2. MINIMUM ROAD CROWN ELEVATION: 10.5 FEET NGVD.

3. DISCHARGE FACILITIES: TOTAL ON-SITE RETENTION.

4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.

5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.

6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

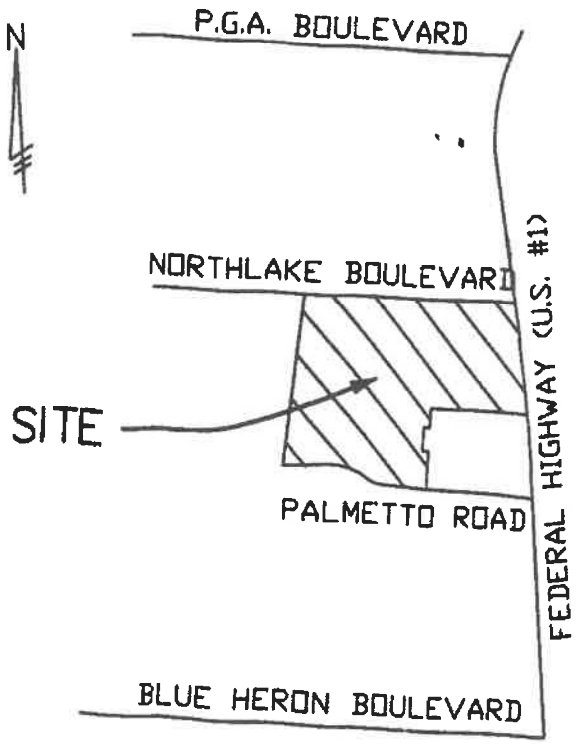
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.

8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.

9. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE PERMITTEE. PRIOR TO TRANSFER OF TITLE FOR ANY PORTION OF THE PROJECT TO A THIRD PARTY, MODIFICATION OF THE PERMIT WILL BE REQUIRED.

10. ANY PARTITIONING OF THIS PROPERTY OR SALE TO A THIRD PARTY SHALL REQUIRE THE FORMATION OF A PROPERTY OWNERS ASSOCIATION AND SUBMITTAL OF THE DOCUMENTS TO THE DISTRICT FOR REVIEW AND APPROVAL. ALSO, EACH PARCEL SHALL BE REQUIRED TO PROVIDE FULL WATER QUALITY ON-SITE.

11. A GENERAL PERMIT MODIFICATION SHALL BE REQUIRED PRIOR TO CONSTRUCTION OF ANY OF THE OUT PARCELS.



LOCATION MAP

NTS

EXHIBIT 1

NORTHLAKE PROMENADE SHOPPES
PHASING PLAN
NORTHLAKE EQUITIES, INC.
1031 PHS
SCALE: 1"=80'
FEDERAL HIGHWAY
NORTHLAKE BLVD
NORTHLAKE BLVD
PALMETTO ROAD
EXISTING
EXISTING
EXISTING
OP#5
OP#6
OP#5
OP #4
OP #3
OP#2
OP #1
PHASE II
PHASE IA
PHASE II
PHASELINE (TYP)

EXHIBIT 2

NORTHLAKE BLVD.
PALMETTO ROAD
NO IN CONTRACT
MATCHLINE A-A SEE SHEET 5 OF 16
LEGEND
FUTURE OUTPARCEL
FUTURE OUTPARCEL
FUTURE OUTPARCEL
RETAIL "A"
RETAIL "B"
RETAIL "C"
RETAIL "D"
RETAIL "E"
WET RETENTION
PUBLIC SUPERMARKET
NORTHLAKE EQUITIES, INC.
NORTHLAKE PROMENADE SHOPPES
PAVING GRADING & DRAINAGE PLAN (WEST)
1031 PGD

EXHIBIT 3

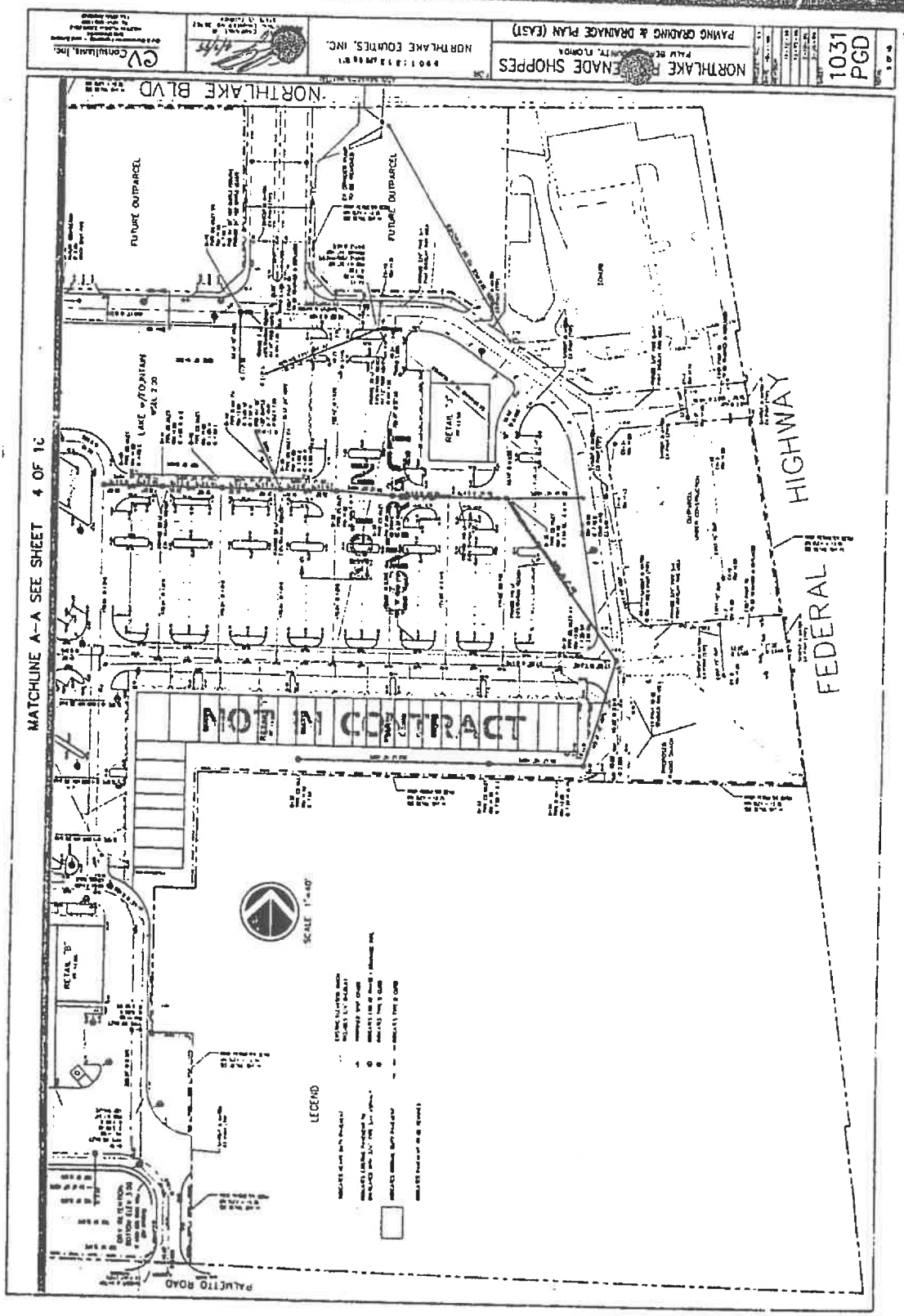
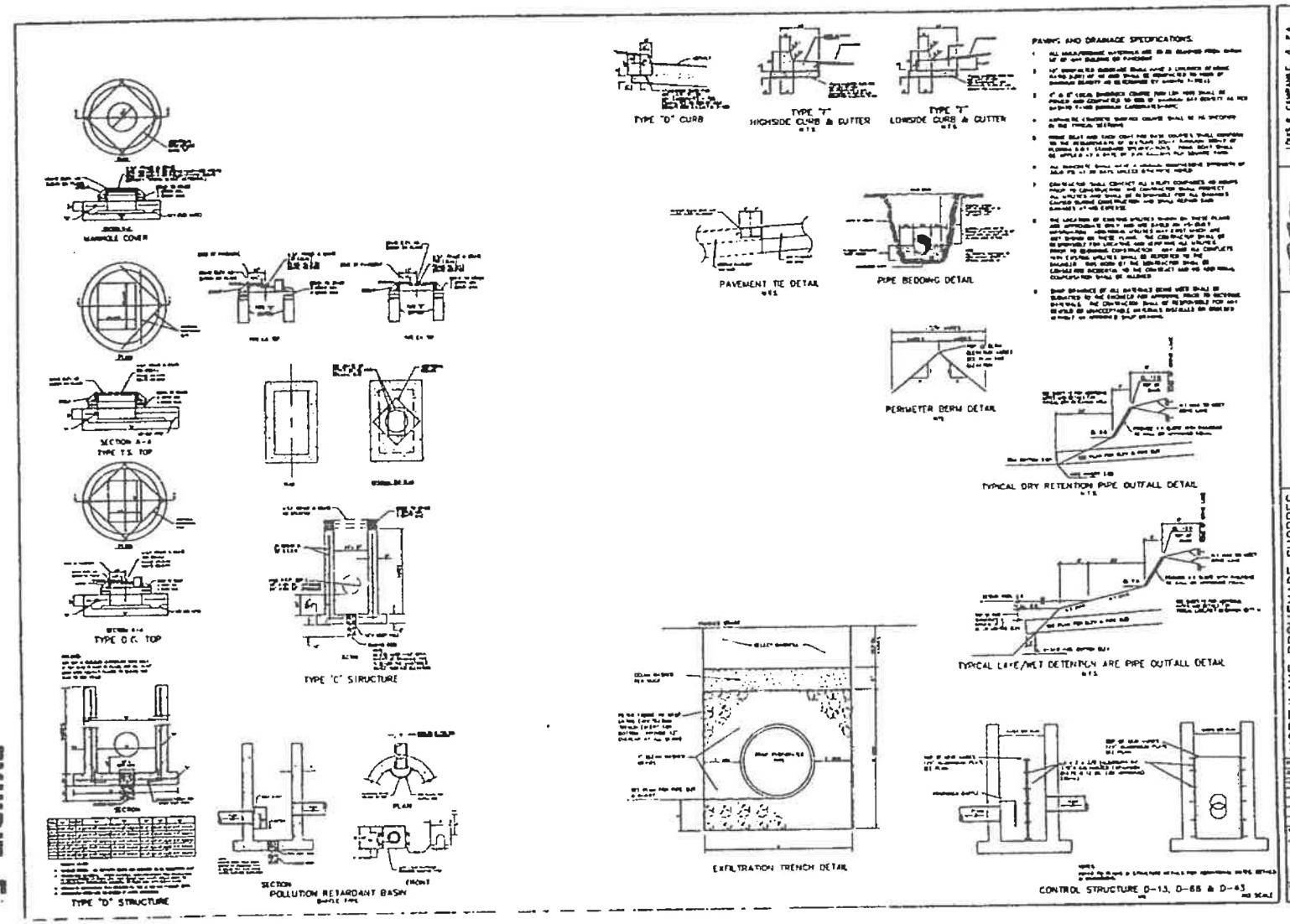

NORTHLAKE BLVD.
FUTURE OUTPARCEL
FUTURE OUTPARCEL
RETAIL "B"
LAKE w/FOUNTAIN
NOT IN CONTRACT
NOT IN CONTRACT
MATCHLINE A-A SEE SHEET 4 OF 10
FEDERAL HIGHWAY
RETAIL "B"
SCALE 1"=40'
LEGEND
PALMETTO ROAD
NORTHLAKE COURTLES, INC.
PAVING GRADING & DRAINAGE PLAN (EAST)
1031
PGD

EXHIBIT '4'

EXHIBIT 5


TYPE "D" CURB
TYPE "F" HIGHSIDE CURB & GUTTER
TYPE "F" LOWSIDE CURB & GUTTER
PAVING AND DRAINAGE SPECIFICATIONS
PAVEMENT TIE DETAIL
PIPE BEDDING DETAIL
PERIMETER BERM DETAIL
TYPICAL DRY RETENTION PIPE OUTFALL DETAIL
TYPICAL LAKE/WET DETENTION ARE PIPE OUTFALL DETAIL
MANHOLE COVER
TYPE "S" TOP
TYPE D.C. TOP
TYPE "C" STRUCTURE
TYPE "D" STRUCTURE
POLLUTION RETARDANT BASIN
EXFILTRATION TRENCH DETAIL
CONTROL STRUCTURE D-13, D-88 & D-43
LOUIS R. CLAMANCE, JR., P.A.
NORTHLAKE EQUITIES, INC.
NORTHLAKE PROMENADE SHOPPES
PHASE I
DRAINAGE DETAILS
1031
11

NORTHLAKE PROMENADE SHOPPES
PALM BEACH COUNTY, FLORIDA
TYPICAL SECTIONS
NORTHLAKE EQUITIES, INC.
CV Consultants, Inc.
1031
12
SECTION LEGEND
TYPICAL SECTION B-B
TYPICAL SECTION L-L
TYPICAL ENTRANCE ROAD SECTION J-J
TYPICAL SECTION K-K
TYPICAL ENTRANCE ROAD SECTION E-E
TYPICAL SECTION F-F
TYPICAL ENTRANCE ROAD SECTION C-C
TYPICAL SECTION A-A
TYPICAL SECTION DRY RETENTION AREA
TYPICAL LAKE/WET DETENTION AREA SECTION
60° ANGLED PARKING TYPICAL SECTION
PERPENDICULAR PARKING TYPICAL SECTION G-G
CONCRETE PAVING JOINT DETAILS
CONCRETE PAVEMENT SECTION

EXHIBIT 6

NORTHLAKE PROMENADE SHOPPES

UTILITY DEDUCTION PLAN

NORTHLAKE EQUITIES, INC

GV Consultants, Inc

1031 S

SCALE: 1"=60'

FEDERAL HIGHWAY

NORTHLAKE BLVD

NORTHLAKE BLVD

PALMETTO ROAD

INDICATES UTILITY TO BE REMOVED OR ABANDONED

EXHIBIT 7

PROJECT: NORTHLAKE PROMENADE SHOPPES

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 990113-13
LOCATION: PALM BEACH COUNTY, S21/T42S/R43E

OWNER: NORTHLAKE EQUITIES INC & TWIN CITIES DEVEL INC

ENGINEER: LOUIS R CAMPANILE JR PA

PROJECT AREA: 28.96 ACRES DRAINAGE AREA: 28.96 ACRES

PROJECT USE: COMMERCIAL

FACILITIES:

1. EXISTING: The existing site was previously developed as part of the Twin City Mall. Portions of the site are paved and there is an existing building on the northwest corner to be removed. Runoff historically sheetflowed into the Northlake Boulevard and U.S. Hwy. 1 systems.

2. PROPOSED: Proposed is the construction and operation of a surface water management system to serve 28.96 acres of commercial development known as Northlake Promenade Shoppes. The surface water management system shall consist of inlets, culverts, dry retention and exfiltration trench. No outfall is proposed for the site, the design storm will be retained within the site boundaries.

   The existing outparcel south of Eckerd's on the west side of U.S. Hwy. 1, which was previously permitted under 50-03618-P, will be incorporated into the proposed drainage system. The existing outparcel to the west of Eckerd's on Northlake Boulevard will remain part of the previously permitted system.

   The project is owned jointly by Northlake Developers, Inc. and Twin Cities Developers, Inc. The proposed water quality system is exfiltration trench to be maintained by the permittee. Should this property be sold or partitioned, a property owners association must be formed and each parcel must provide full water quality.

PROJECT LEVEL:

DRAINAGE BASIN: INTRACOASTAL

RECEIVING BODY: ON SITE RETENTION

LOCAL ROAD CRITERIA: 10YR-1DAY STORM

Exhibit 8a

APPLICATION NUMBER: 990113-13
LOCATION: PALM BEACH COUNTY, S21/T42S/R43E

BASIN DESIGN FREQUENCY: 25YR-3DAY STORM

WATER QUALITY:

Water quality will be provided by retention of 2.5"x %impervious in the exfiltration trench and the proposed dry detention area prior to discharge to the proposed lakes. The proposed lakes are for asthetic value and flood attenuation only.

Any partitioning of this property by sale to third parties will require the formation of a property owners association and submittal of these documents to the District. Also, each parcel will be required to provide full water quality on-site.

Basin	Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
SITE	1482 LF EXFILTRATION TRENCH	2.97	2.97
SITE	.2 acres DRY DETENTION		

ENVIRONMENTAL ASSESSMENT:

PROJECT SITE DESCRIPTION:

The project site consists of an existing shopping center. There are no wetlands on the site.

ENVIRONMENTAL SUMMARY:

The applicant is proposing to demolish an existing shopping center in order to construct a new shopping center and a surface water management system. There are no wetlands on the project site. Therefore, no adverse impacts to wetlands are anticipated as a result of construction proposed in this application.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Exhibit 8b

APPLICATION NUMBER: 990113-13
LOCATION: PALM BEACH COUNTY, S21/T42S/R43E

APPLICABLE LAND USE:

The following Land Use Table is an acreage breakdown of the proposed development.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	28.96		28.96	acres
WTRM ACREAGE	.94		.94	acres
PAVEMENT	15.85		15.85	acres
BUILD COVERAGE	4.42		4.42	acres
PERVIOUS	7.75		7.75	acres

BASIN LEVEL BREAKDOWN AND FLOOD PROTECTION:

Basin Name: SITE

FLOOD PROTECTION:

LOCAL ROAD CRITERIA
FLOOD CONTOUR 10.31 FEET NGVD
MINIMUM ROAD GRADE 10.50 FEET NGVD
100 YEAR FLOOD
FLOOD CONTOUR 13.16 FEET NGVD
MINIMUM FLOOR ELEVATION 14.00 FEET NGVD
FEMA FLOOD ELEVATION FEET NGVD

DIVISIONAL APPROVAL:

NATURAL RESOURCE MANAGEMENT

Donald L. Medellin

Donald L. Medellin

DATE: 6/2/99

SURFACE WATER MANAGEMENT

Maria Clemente

Maria C. Clemente, P.E.

DATE: 6/1/99

Exhibit 8c

STAFF REPORT DISTRIBUTION LIST

NORTHLAKE PROMENADE SHOPPES
APPLICATION NUMBER: 990113-13
PERMIT MODIFICATION NUMBER: 50-04324-P

INTERNAL DISTRIBUTION

Reviewer:
X Julia M. Lacy, P.E.
X Kristina K. Serbesoff
X Donald L. Medellin
X Maria C. Clemente, P.E.
J. Giddings - LEC
J. Golden - REG
X J. Gronborg - REG
F. Lund - LEC
R. Robbins - NRM
X P. Walker - GPA
A. Waterhouse - REG
X P. Bell - LEG
Enforcement
X Environmental PPC Reviewer
X Environmental Resource Compliance
X Permit File

DEPT. OF ENVIRONMENTAL PROTECTION

EXTERNAL DISTRIBUTION

X Applicant:
NORTHLAKE EQUITIES INC & TWIN CITIES DEVEL INC

X Applicant's Consultant
LOUIS R CAMPANILE JR PA

X Engineer, County of:
PALM BEACH

X Engineer, City of:
North Palm Beach/Lake Park

Local Drainage District:

COUNTY

X Palm Beach -Building Division
-Environmental Res Mgmt.
-Health Dept.
-Land Development Div.
-School Brd., Growth Mgt.

BUILDING AND ZONING

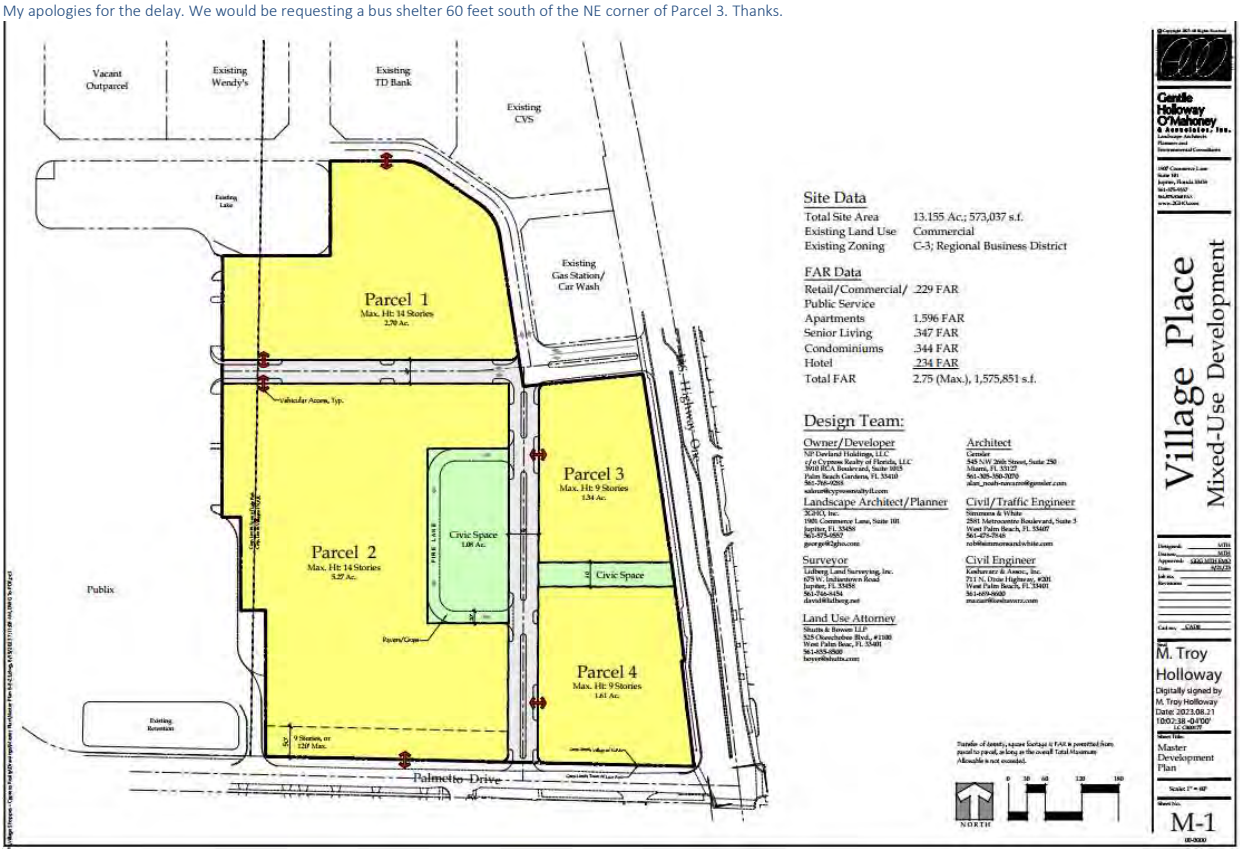
OTHER

X David Sinclair
F.G.F.W.F.C.
FDEP
Florida Audubon - Charles Lee
Mr. Ed Dailey, President

EXHIBIT 9

From: Yash Nagal
To: Alec Dickerson
Cc: George Gentile; Ira Dangleben S.; Brooke Peters; Bruce Guyton A.; Elijah Brown
Subject: RE: Concurrency Letter
Date: Wednesday, October 4, 2023 5:16:41 PM
Attachments: image002.png
image003.png

Hi Alec,
My apologies for the delay. We would be requesting a bus shelter 60 feet south of the NE corner of Parcel 3. Thanks.



Yash Nagal, PMP
Director Of Transit Planning
Tel: 561 841-4238
ynagal@pbcgov.org
http://www.palmtran.org

From: Alec Dickerson [mailto:alec@2gho.com]
Sent: Wednesday, October 4, 2023 9:26 AM
To: Yash Nagal <YNagal@pbcgov.org>
Cc: George Gentile <george@2gho.com>
Subject: RE: Concurrency Letter

This Message Is From an External Sender
This message came from outside your organization.

Hi Yash –

I wanted to follow up on the email below.
Please advise.

Thanks,
Alec Dickerson
Senior Planner
Office# 561-575-9557 x104
Alec@2gho.com
www.2gho.com [2gho.com]

2GHO INC.
Landscape Architects ■ Planners ■ Environmental Consultants
1907 Commerce Lane, Suite 101 | Jupiter, Florida 33458 | 561-575-9557 | 561-575-5260 Fax | www.2gho.com [2gho.com]

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All attached drawings, specifications and other documents, including those in electronic form, prepared by the consultant and the Consultants Sub-consultants are Instruments of Service for use exclusively to this Project. The Consultant and the Consultants Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

From: Alec Dickerson
Sent: Monday, October 2, 2023 1:11 PM
To: ynagal@pbcgov.org
Cc: George Gentile <george@2gho.com>
Subject: Concurrency Letter

Hi Yash –

I hope you are well.
The Village of North Palm is requesting that Palm Tran send us a letter for our proposed Master Plan stating that you all have reviewed, and determined that there is either a need (or no need) for the placement of a bus shelter, along our project frontage.
I have attached the proposed Master Plan as reference, as well as a letter request

If this letter, should be addressed to someone else at Palm Tran, please let me know the contact info, and we will get it routed accordingly.

Thank you for your time.

Thanks,
Alec Dickerson
Senior Planner
Office# 561-575-9557 x104
Alec@2gho.com
www.2gho.com [2gho.com]

2GHO INC.
Landscape Architects ■ Planners ■ Environmental Consultants
1907 Commerce Lane, Suite 101 I Jupiter, Florida 33458 I 561-575-9557 I 561-575-5260 Fax I www.2gho.com [2gho.com]

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All attached drawings, specifications and other documents, including those in electronic form, prepared by the consultant and the Consultants Sub-consultants are Instruments of Service for use exclusively to this Project. The Consultant and the Consultants Sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

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Exhibit "A"
Legal Description

PARCEL A:

PARCEL I:
A certain parcel of land in land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way line of State Road No. 5 as described in a deed from Tesdem, Inc. to the State of Florida as same is recorded in Deed Book 838, Page 25, Public Records of Palm Beach County, Florida with the Northerly right-of-way of Palmetto Road as shown on the Plat of Kelsey City (now Lake Park) as same is recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida, and from said point of intersection run (for convenience the said Northerly right-of-way line of Palmetto Road is assumed to bear 89°57'15" West and all other bearings mentioned herein are relative thereto), North 89°57' 15" West running along the said Northerly right-of-way line a distance of 468.28 feet; thence North 7°27'45" West, a distance of 247.44 feet; thence South 88°43'22" West a distance of 249.34 feet to a point in a line parallel with and one foot Westerly from (measured at right angles to) the Westerly wall of the Truck Well so called at the Westerly end of the J.M. Fields Store Building, so called; thence North 01° 19'04" West, along said parallel line, a distance of 152.45 feet, more or less, to a point in the Westerly extension of the North face of the South wall of the Garden Shop so called, said Garden Shop located in the Northwesterly corner of the said J.M. Fields Store Building; thence North 88°40'56" East along the just said Westerly extension and along the just said North face of the South wall a distance of 41 feet, more or less, to a point in the West face of the East wall of said Garden Shop; thence North 01° 19'04" West running along the just said West face of the East wall and the Northerly extension thereof a distance of 120.27 feet, more or less, to a point in the face of the curb, said curb being 20.26 feet Northerly from and parallel with the face of the North wall of said building; thence North 88°40'56" East running along the said face of the curb and its Easterly extension of a distance of 637.31 feet, more or less, to a point in the said Westerly right-of-way line of State Road No.5, said point being also a point on a curve concave to the West, having a radius of 11394.22 feet and whose tangent passing through said point bears South 10°13'29" East; thence Southerly running along the arc of the just described curve and along the said Westerly right-of-way line subtending a central angle of 01°48'07", a distance of 358.34 feet, more or less, to the end of said curve; thence South 81°34'38", West running along a line radial to the just described curve and radial to the next described curve and continuing along said Westerly right-of-way line a distance of 5 feet to a point in a curve concave to the West, being concentric with the last described curve and having a radius of 11389.22 feet; thence Southerly running along the arc of the just described curve and continuing along the said Westerly right-of-way line; subtending a central angle of 00°25'22", a distance of 84.04 feet to the end of said curve; thence South 08°00'00" East along said Westerly right-of-way line distance of 91.77 feet, more or less, to the POINT OF BEGINNING.

PARCEL II:

A parcel of land lying in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of Westerly right-of-way line of State Road No. 5, as described in deed from Tesdem, Incorporated to the State of Florida, recorded in Deed Book 838, Page 25,

Public Records of Palm Beach County, Florida, with the Northerly right-of-way line of Palmetto Road, as shown on the Plat of Kelsey City (now Lake Park), recorded in Plat Book 8, Page 35, Public Records of Palm Beach County, Florida; thence Westerly, along said Northerly right-of-way line, a distance of 468.28 feet to a point on a portion of the Westerly boundary of that certain parcel of land described in Official Record Book 3343, Page 1786, Public Records of Palm Beach County, Florida, and the point of beginning of the hereinafter described parcel; thence Northerly along said Westerly boundary, making an angle with the preceding course, measured from East to North of 97°30'30", a distance of 247.44 feet to a point; thence Westerly, making an angle with the preceding course, measured from South to West of 96° 11'07", a distance of 208.80 feet to the point of the Easterly boundary of that certain parcel of land described in Official Record Book 3259, Page 276, Public Records of Palm Beach County, Florida; thence Southerly, along said Easterly boundary, making an angle With the preceding course, measured from East to South of 89°58'58", a distance of 240.56 feet to a point on said Northerly right-of-way line, making an angle with the preceding course, measured from North to East of 91°21’25”, a distance of 235.45 feet to the POINT OF BEGINNING.

PARCEL B:

A parcel of land being all of Parcel 1B and a portion of Parcel 7 according to the plat of NORTHLAKE PROMENADE SHOPPES, A PUD, as shown in Plat Book 102, Pages 130 and 131, of the Palm Beach County, Florida Public Records. Said plat also being a portion of Section 21, Township 42 South, Range 43 East, Town of Lake Park and Village of North Palm Beach, Palm Beach County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Parcel 1B; thence S 89°59'30" W along the South line of said Parcel 1B, with all bearings contained within relative thereto, a distance of 637.68 feet; thence S 00°00'25" E along the East line of said plat, a distance of 119.95 feet to the intersection with the North face of a building wall described in Official Records Book 3343, Page 1787; thence 89°59'35" W, a distance of41.00 feet; thence departing said East line continue S 89°59'35" W, a distance of 30.65 feet; thence N 00°09'32" E, a distance of 429.19 feet to the intersection with the South line of Parcel R-1 of said plat; thence N 90°00'00" E along said South line, a distance of 175.42 feet; thence N 00°00'00" E along the East line of Parcel R- 1, a distance of 155.65 feet to the Northeast corner of said Parcel R-1 ; thence N 90°00'00" E along a line 35.50 feet South of and parallel with the South line of Parcel 5 of said plat, a distance 117.06 feet; to a curve to the right having a radial bearing of S 00°00'00" E, a radius of 80.00 feet, and a central angle of 34°25'35"; thence proceed along the arc of said curve, a distance of 48.07 feet to the end of said curve; thence S 55°34'25" E, a distance of 100.26 feet; to a curve to the right having a radial bearing of S 34°25'35" W, a radius of 80.00 feet, and a central angle of 46°43'50"; thence proceed along the arc of said curve, a distance of 65.25 feet to the end of said curve; thence S 08°50'35" E along a line 35.50 feet West of and parallel with the West line of Parcel 6 of said plat, a distance of 249.82 feet to a point on the prolongation of the North line of aforesaid Parcel 1-B; thence N 84°09'54" E along said prolongation, a distance of 30.18 feet to a Northwest corner of Parcel 1-B; thence continue N 84°09'54" E along the North line of Parcel 1-B, a distance of 167.65 feet to a point of intersection with the East line of said plat, said point also lying on the West right-of-way line of U.S. Highway No. 1; said point also being the Northeast corner of said Parcel I-B, said point also being the beginning of a curve having a radial bearing of S 80°22'21" W, a radius of 11394.22 feet, and a central angle of 00°34'45"; thence proceed Southerly along the arc of said curve, a distance of 115.19 feet to the end of said curve and the POINT OF BEGINNING of the herein described parcel.

PARCEL C:

PARCEL I:

Non-exclusive easements, for the benefit of Parcel A and Parcel B herein described above, as created in Fourth Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easement by and between Twin Cities Investors, Inc. and Developers of Northlake, Inc. as recorded in Official Records Book Official Records Book 21438, Page 1886 as corrected in Official Records Book 22831, Page 89 for purposes of Ingress and Egress Easement in Article 6.1; Utility Easement in Article 7.1 and Drainage Easement in Article 8.1 over and across the lands described in said Easement.

PARCEL II:

Non-exclusive easement(s), created by and described in that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Official Records Book 11923, Page 861, as amended in Official Records Book 13154, Page 1892; Official Records Book 17516, Page 1987; Official Records Book 17595, Page 1781; and Official Records Book 21438, Page 1886 as re-recorded in Official Records Book 22831, Page 89; less and except those lands conveyed to the State of Florida Department of Transportation by Quit-Claim Deeds recorded June 9, 2004 in Official Records Book 17093, Page 214 and recorded June 1, 2004 in official records book 17062, Page 1971, of the Public Records of Palm Beach County, Florida.

PARCEL III:

Non-exclusive easement(s), created by and described in Declaration of Reciprocal Easements recorded in Official Records Book 17344, Page 1311, of the Public Records of Palm Beach County, Florida.

PARCEL IV:

Non-exclusive easement(s), created by and described in Access, Parking and Landscape Easement by and between Twin Cities Investors, Inc., a Florida corporation, Developers of Northlake, Inc., a Florida corporation and Village Shoppes At U.S. 1, LLC, a Florida limited liability company, dated February 21, 2007 and recorded February 22, 2007 in Official Records Book 21438, Page 1917, of the Public Records of Palm Beach County, Florida.

PUD 2023-06 Revised: August 15, 2024
Exhibit "A"
Date: July 18, 2024

REVISED COMMUNITY DEVELOPMENT DEPARTMENT REPORT AND RECOMMENDATION

Subject/Agenda Item:

PUD 2023-06 - Village Place

Consideration of Approval: A request from George Gentile President of 2GHO, Inc. agent for NP Devland Holdings, LLC, NP Devland North, LLC and NP Devland East, LLC for Master Plan approval of a mixed-use project within a Special C-3 Planned Unit Development located at the northwest intersection of Palmetto Drive and U.S. Highway 1.

[X] Quasi-Judicial
[ ] Legislative
[ ] Public Hearing

Originating Department: **Planning & Zoning** Project Manager _____ Caryn Gardner-Young	**Reviewed By:** Community Development Director _____ Caryn Gardner-Young, AICP
Attachments: • Justification Statement stamp-dated July 15, 2024 • Master Phasing Plan prepared by M. Troy Holloway and stamp-dated July 9, 2024 • Master Development Plan prepared by Gentile Holloway O'Mahoney & Associates and stamp-dated July 9, 2024 • Conceptual Landscaping prepared by Gentile Holloway O'Mahoney and plan stamp-dated July 9, 2024 • Offsite Improvements and Circulation Plan prepared by Simmons & White and stamp dated July 9, 2024 • Conceptual Site Development Plans prepared by Simmons & White and stamp-dated July 9, 2024 • Preliminary Plat prepared by Keshavarz & Associates and stamp dated July 9, 2024 • Fire Truck Autoturn Analysis prepared by Simmons & White and stamp-dated December 19, 2023 • Conceptual Elevations prepared by Gensler and stamp-dated July 9, 2024 • Drainage Statement prepared by Simmons & White and stamp-dated July 9, 2024 • Survey prepared by Lidberg Land Surveying, Inc. and stamp-dated July 9, 2024 • Traffic Statement prepared by Simmons & White and stamp-dated July 9, 2024 • Fiscal Impact Study by Fishkin stamp-dated September 25, 2023 • Fiscal Impact Study Peer Review by WTL+a stamp-dated January 25, 2024 • Letter from NP DevLand Holdings. LLC stamp-dated February 22, 2024 • Special Warranty Deed (2) • Concurrency Approvals	Public Notice: [X] Required [ ] Not Required Dates: Paper: Mailing [X] Required [ ] Not Required Notice Distance: 500 feet

I. Executive Summary

The site is a redevelopment of the project that was once known as the Twin City Mall. The Twin City Mall opened in 1971 and was an enclosed shopping mall that was located in both the Village of North Palm Beach and the Town of Lake Park. During the 1980s, the mall saw an exodus of several stores and the center started to be met with "mixed" reaction. With the opening of the Gardens Mall in 1988, the last of the notable stores began to vacate, leaving the mall with a high vacancy rate.

Initiatives to redevelop this site started as soon as the early 90s, with plans for a temporary campus for FAU, or as a mixed-use site with offices and retail. Plans were also submitted in 1995 to demolish the building, and redevelop as a traditional shopping center. None of these development approaches came to fruition. More recently (within the last 20 years), a portion (primarily on the Lake Park side but also within the Village) of the site was redeveloped into Northlake Promenade Shoppes PUD, and the subject site area (North Palm Beach side) was redeveloped as the Village Shoppes PUD.

The 13.155-acre Master Plan is divided into 4 parcels, and proposes a maximum Floor Area Ration (F.A.R) for the parcels. The total F.A.R for the development will not exceed 2.75, which is the maximum allowed by the Code for Special C-3 PUD's. Because the project is greater than ten (10) acres, the maximum permissible building height is fourteen (14) stories and 175 feet, while buildings fronting U.S. Highway One and Palmetto Drive are limited to a maximum of nine (9) stories or 120 feet within fifty (50) feet of the right-of-way.

Proposed Development Parcels	**Acreage**	**Proposed Development Parameters**
Parcel 1	2.70 ac	Max Height– 14 stories
Parcel 2	4.99 ac	Max Height– 14 stories
Parcel 3	1.34 ac	Max Height – 9 stories
Parcel 4	1.61 ac	Max Height – 9 stories
Civic Open Space	1.36 ac	N/A
Road ROW	1.155 ac	Roadway for project
Total		13.155 ac

Note that the acreage of Parcel 2 decreased from 5.27 acres to 4.99 acres and the acreage of the Civic Open Space increased from 1.08 acres to 1.36 acres.

II. Site Data

Existing Use:	Five (5) lots which consists of a 127,282 square feet enclosed shopping center and vacant parcels
Proposed Use:	Mixed Use Project
Parcel Control Numbers:	68-43-42-21-29-007-0020, 68-43-42-21-29-001-0030, 68-43-42-21-200-001-0010, 36-43-42-21-29-007-0030, and 36-43-42-21-00-000-3040
Parcel Size:	13.155 acres
Existing Future Land Use Designation:	Commercial (C)
Existing Zoning District:	Regional Business District (C-3)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:			
Direction	**Existing Land Use**	**Future Land Use**	**Zoning District**
North	TD Bank, Walgreens, Wendy's	Commercial	Regional Commercial District (C-3)
South	FPL Substation, Gas Station, Kelsey City	Commercial (Lake Park)	R1B, R1 Single Family Residences, MU-Mixed Use (Lake Park)
East	Various Commercial Stores	Commercial	C-S Shopping Commercial,
West	Northlake Promenade Shoppes	Commercial (Lake Park)	C3-C3 Twin Cities Mixed Use (Lake Park)

III. Annexation/Zoning History

The five parcels that comprise the site currently contain a 127,282 square feet shopping center building while the rest of the site is vacant.

IV. Applicable Code Provisions

Sec. 45.34.1 pertaining to C-3 regional business district
Sec. 45-81 -82 through 45-84-92 pertaining to landscaping
Appendix A – pertaining to the Appearance Plan

V. Summary of Proposed Site and Development Plan Details

The petitioner's planned unit development master plan documents consist of:

1. Justification Statement stamp-dated March 15, 2024
2. Master Phasing Plan prepared by M. Troy Holloway and stamp-dated July 9, 2024
3. Master Development Plan prepared by Gentile Holloway O'Mahoney & Associates and stamp-dated July 9, 2024
4. Conceptual Landscaping prepared by Gentile Holloway O'Mahoney and plan stamp-dated July 9, 2024
5. Offsite Improvements and Circulation Plan prepared by Simmons & White and stamp dated July 9, 2024
6. Conceptual Site Development Plans prepared by Simmons & White and stamp-dated July 9, 2024
7. Preliminary Plat prepared by Keshavarz & Associates and stamp dated July 9, 2024
8. Fire Truck Autoturn Analysis prepared by Simmons & White and stamp-dated December 19, 2023
9. Conceptual Elevations prepared by Gensler and stamp-dated July 9, 2024
10. Drainage Statement prepared by Simmons & White and stamp-dated July 9, 2024
11. Survey prepared by Lidberg Land Surveying, Inc. and stamp-dated July 9, 2024
12. Traffic Statement prepared by Simmons & White and stamp-dated July 9, 2024
13. Fiscal Impact Study by Fishkin stamp-dated September 25, 2024
14. Fiscal Impact Study Peer Review by WTL+a stamp-dated January 25, 2024
15. Letter from NP DevLand Holdings. LLC stamp-dated February 22, 2024

A total land area of 13.155 acres

1. Five (5) proposed parcels
   a. Parcel 1 – 2.7 acres
   b. Parcel 2 – 4.99 acres
   c. Parcel 3 – 1.34 acres
   d. Parcel 4 – 1.61 acres
   e. Civic/ Open Space – 1.36 acres
2. Estimated population of approximately 2,236 residents
3. FAR of 2.75
4. Vehicular access from US Highway 1, Palmetto Drive and through the shopping center to Northlake Blvd.

VI. Analysis

This is a request for Master Plan approval of a Special Planned Unit Development under the C-3 Zoning Regulations. Section 45.34.1(10) d outlines the application procedures for a Special C-3 planned unit development request.

Applicable Code Provisions

Special C-3 planned unit development (PUD) provisions. It is the intention of the village to provide a mechanism and process to promote the redevelopment of the obsolete and underutilized areas of the C-3 zoning district with large-scale, master-planned projects that promote: a mix of uses; connectivity; pedestrian-oriented development; removal of surface parking; creation of public/civic gathering spaces; and shopping, entertainment, and restaurant uses within the form of an urban neighborhood incorporating residential development as an integral use. These projects promote the economic and redevelopment goals of the village, and the village has created these planned unit development (PUD) provisions to facilitate these goals. The development regulations applicable within the PUD are not permitted or allowed by right and shall only apply if the village council determines that each of the threshold criteria is met. Properties located in the C-3 zoning district that do not meet the threshold criteria set forth below may utilize the general PUD provisions of section 45-35.1 of this code as set forth in section 45-35.1(D). Properties located in the C-3 zoning district that do meet each of the threshold criteria below may, at the option of the property owner, utilize the following special PUD regulations:

a. The threshold criteria for use of these special provisions are as follows:

1. The development parcel includes a minimum of at least five (5) contiguous acres of land that will be initially reviewed and approved as one (1) overall development project. Any subsequent amendments to such plan or individual phases of such plan shall also be subject to these special provisions.
2. The project provides a minimum of one-half (½) acre for a civic space within the project site. "Civic space" shall be defined as an open space that is dedicated for public use including all adjacent pedestrian amenities. The civic space may include parks, plazas, courtyards, playgrounds, or similar uses. The civic space may be owned, maintained and/or operated either publicly or privately. The civic space may be reconfigured or relocated from the orientation shown on the regulating plan. Civic space provided pursuant to this subsection shall be credited towards the public sites and open spaces requirements of section 36-23 of this Code.

3. To achieve a mixed-use project, a minimum of fifty thousand (50,000) square feet of the total project development shall be allocated to non-residential uses.

4. The project provides additional public benefits in the form of enhanced landscaping over and above code requirements; enhanced pedestrian amenities (such as awnings canopies, outdoor art, or seating areas); the creation of functional living, shopping and/or working environments; or innovative architectural design. The village council reserves the right to approve alternate public benefits.

The proposed development parcel is 13.155 acres so it includes a minimum of at least five (5) contiguous acres of land that will be initially reviewed and approved as one (1) overall development project. The proposed project includes a 1.36-acre civic space, which is more than the minimum of one-half (½), acre required, however, the design of the civic space has not been determined yet. The proposed project is intended to be a mixed-use development with a combination of apartments, an assisted living facility, condominiums, a hotel and 100,000 square feet of commercial space, which exceeds the 50,000 square feet of non-residential uses.

The master plan sets forth the maximum development parameters for the site, and the Village's approval of the Master Plan does not authorize the commencement of any construction activities or guarantee the maximum development parameters, unless otherwise agreed to by the Village Council. Each phase will undergo separate site plan and appearance review by both the Lake Park Planning and Zoning Board and the Village's Planning, Zoning and Adjustment Board and approval by the Village Council. The determination of whether the project provides sufficient public benefit is a determination that will ultimately be made by the Village Council, with input from both planning boards.

Appearance Plan Review

H. FACTORS FOR EVALUATION

The following factors and characteristics relating to a development, and which affect appearance, will govern the Appearance Board's evaluation of a design submission after the Board has been advised by the Office of the Building Official that the plan conforms to Village ordinances:

LOGIC OF DESIGN
EXTERIOR SPACE UTILIZATION
ARCHITECTURAL CHARACTER
ATTRACTIVENESS
MATERIAL SELECTION
HARMONY AND COMPATIBILITY
CIRCULATION—VEHICULAR AND PEDESTRIAN
MAINTENANCE ASPECTS

According to the C-3 Zoning District regulations, no PUD approval can permit any development that is inconsistent with the comprehensive plan. The proposed project is to replace an enclosed shopping center, which ran its course. The shopping center building has vacancies and most of the retail business moved to other locations such as the Gardens Mall. The creation of Village Place will promote the redevelopment of this underutilized and underproductive site, which is located at the major intersection of Northlake Blvd. and US Highway 1. Therefore, the proposed project appears to be consistent with the Village's Comprehensive Plan.

The request is for approval of a Master Plan only as required by the Special Planned Unit Development provisions of the C-3 Zoning District. A master plan design is a comprehensive vision that outlines the long-term goals, strategies, and guidelines for the development of a larger area such as the proposed project. It usually includes information such as the land use, density, transportation, infrastructure, open space, sustainability, and

character. A Master Plan will outline the maximum potential of a property by showing that there is sufficient school seats, roadway capacity, water volume, sewer space and drainage ability as well as other concurrency items. However, as stated above, the Master Plan will not guarantee that the project can be built to the maximum potential of the property. A Site Plan is necessary to provide a detailed drawing that shows the proposed location, dimensions, and features of a specific project on a particular site, including, but not limited to, building footprint, number of parking spaces, foundation landscaping and setbacks.

On September 21, 2023, the Development Review Committee reviewed this petition and reviewed two resubmittals in October.

Development Review Committee Comments:

Planning and Zoning:	Incorporated into the staff report.
Traffic Engineering	Incorporated into the staff report
Civil Engineering	Incorporated into the staff report
Building Division:	Incorporated into the staff report.
Fire Rescue Department:	Incorporated into the staff report
Public Works Department:	Incorporated into the staff report.
Police Department	No comments.

Other Agencies:

PBC Traffic Division:	Project meets traffic performance standards.
Seacoast Water Utilities:	Service is available but an 8" gravity sewer main will need to be replaced.
MPO / Palm Tran:	An agreement between the Developer and Palm Tran must be worked out to provide a transit stop 60' south of the northeast corner of Parcel 3.
SFWMD:	An existing SFWMD permit was provided.
FPL:	There is sufficient capacity to provide service
PBC School District:	SCAD letter was issued.

VII. Conclusion & Finding of Fact

In Staff's analysis, the proposed application is consistent with the measurable Village Code requirements. However, the Village Council must determine if the Applicant has met the prerequisites for the granting of Master Plan Special Planned Unit Development approval as outlined in the staff report. If the Village Council approves the Master Plan Special Planned Unit Development petition, staff suggests the following conditions:

A. The most stringent requirements of Exhibit "A" Development Review Committee Report and Recommendation dated April 19, 2024, and strict compliance with the Exhibits listed below, which are attached hereto and made part hereof as Exhibit "B":

1. Justification Statement stamp-dated March 15, 2024
2. Master Phasing Plan prepared by M. Troy Holloway and stamp-dated July 9, 2024
3. Master Development Plan prepared by Gentile Holloway O'Mahoney & Associates and stamp-dated July 9, 2024
4. Conceptual Landscaping prepared by Gentile Holloway O'Mahoney and plan stamp-dated July 9, 2024
5. Offsite Improvements and Circulation Plan prepared by Simmons & White and stamp dated

July 9, 2024
6. Conceptual Site Development Plans prepared by Simmons & White and stamp-dated July 9, 2024
7. Preliminary Plat prepared by Keshavarz & Associates and stamp dated July 9, 2024
8. Fire Truck Autoturn Analysis prepared by Simmons & White and stamp-dated December 19, 2023
9. Conceptual Elevations prepared by Gensler and stamp-dated July 9, 2024
10. Drainage Statement prepared by Simmons & White and stamp-dated July 9, 2024
11. Survey prepared by Lidberg Land Surveying, Inc. and stamp-dated July 9, 2024
12. Traffic Statement prepared by Simmons & White and stamp-dated July 9, 2024
13. Fiscal Impact Study by Fishkin stamp-dated September 25, 2024
14. Fiscal Impact Study Peer Review by WTL+a stamp-dated January 25, 2024
15. Letter from NP DevLand Holdings. LLC stamp-dated February 22, 2024

B. The project shall be developed in accordance with the Master Phased Plan for subsequent site plans and the individual parcels/phases shall be reviewed by the Lake Park Planning and Zoning Board and the Village Planning, Zoning and Appeals Board and reviewed and approved by the Village Council by Resolution (Planning and Zoning)

C. The applicant shall obtain new service provider concurrency approvals when submitting for each Phase. (Planning and Zoning)

D. The applicant or its successor property owner's association shall maintain in perpetuity the 1.36 Civic Area designated on the Master Plan and shall provide the Village with an easement on such property. (Planning and Zoning)

E. The Civic Site's site plan shall be the first site plan approved by the Village Council and substantially completed prior to the completion of the second Phase of the project pursuant to the Master Phasing Plan. (Planning and Zoning)

F. Prior to the issuance of the first building permit, all property included in the project shall be subject to a Declaration of Restrictions and Covenants acceptable to the Village Attorney, which shall provide for the formation of a single master property owner's association and the assessment of members of the master association for the cost of maintaining all roadways, pedestrian amenities, and common areas, including the Civic Site, with cross-access and parking. (Planning and Zoning)

G. Prior to the Village's issuance of any infrastructure permits or building permits, applicant shall submit the following plans for review and approval by the Village;

   i. A mobilization plan and staging plan to the Fire and Police Departments and Building Division.
   ii. A Life Safety Plan, which shall comply with all applicable fire safety
   iii. An emergency evacuation plan filed with the Police and Fire Departments. (Planning and Zoning)

H. Any road closures or right-of-way improvements must obtain prior approvals and/or permits as required by the Village and/or other applicable authorities. (Planning and Zoning)

I. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village Staff. (Planning and Zoning)

J. The Property shall be platted with the proposed access easements, utility easements and the dedication of right-of-way to the Village, and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy. (Planning and Zoning)

K. Prior to the issuance of the first infrastructure permit, the Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form approved by the Village Attorney and in an amount approved by the Community Development Director to ensure completion of on-site roadway, drainage, and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Community Development Director when requested by the Applicant. (Planning and Zoning)

L. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit. (Planning and Zoning)

M. All infrastructure, including but not limited to fire hydrants, street lights, storm drains, etc., proposed on the approved site plan shall be maintained by the applicant or the master property owner's association. Fire hydrants shall be installed, tested and in service prior to construction, and a stabilized fire department access road shall be installed and maintained prior to and throughout construction. (Fire and Planning and Zoning)

N. Permits from the South Florida Water Management District and the Village of North Palm Beach, as required, for the storm water management system must be obtained prior to the issuance of building permits. (Engineering and Planning and Zoning)

O. A driveway connection and/or right-of-way construction permit from the Florida Department of Transportation and/or Palm Beach County must be obtained prior to issuance of a building permit if applicable. (Engineering and Planning and Zoning)

P. Permits from the Health Department for the water and sewer system must be obtained prior to approval of building permits. (Engineering and Planning and Zoning)

Q. In accordance with the requirements of the National Pollution Discharge Elimination System (NPDES), a Storm Water Pollution Prevention Plan, Owner/Operator Certification, and Notice of Intent shall be submitted and accepted by the Village prior to the issuance of building permits. (Building and Public Works)

R. A site clearing and tree removal permit shall be required prior to any clearing activities on site. This permit shall demonstrate protection of existing trees to remain. (Planning and Zoning)

S. <u>There shall be a requirement of fifteen percent (15%) greenspace for all public-accessible rooftop spaces. (Planning and Zoning)</u>

T. <u>There shall be a minimum tree size of 24 feet for street trees in the development, with a proposal for urban root space solutions. (Planning and Zoning)</u>

U. All new utilities shall be provided underground. Appurtenances to these systems, which require above-ground installation, must be effectively screened from view. All utilities and services to the site shall be provided by entities holding valid franchise or service agreements with the Village. (Engineering and Planning and Zoning)

V. In accordance with the determination of compliance with the Traffic Performance Standards by Palm Beach County Engineering, no building permits shall be issued after the build-out date of December 31, 2033, unless a revised traffic study with a later build-out date has been approved by the County and a copy of the approval provided to the Village of North Palm Beach. (Planning and Zoning)

W. The road improvements on Palmetto Drive and the turn lane extension on US Highway 1 shall be completed no later than the last certificate of occupancy or completion of Phase 2 and shall comply with Palm Beach County regulations and approvals. (Planning and Zoning)

X. Proposed uses are restricted to the uses listed in Section 45-34.1(10)b of the Village's Code of Ordinances.(Planning and Zoning)

Y. Approval for outdoor seating areas must be obtained as part of the Site Plan process or as otherwise approved by the Village Council. (Planning and Zoning)

Z. Dedicated fire lanes shall be provided for each parcel as determined by the AHJ in accordance with NFPA 1, Chapter 18, 2.3.6.1. (Fire)

AA. Access to Buildings on subsequent Site Plan reviews shall meet the requirements of NFPA 1, Chapter 18, 2.3.2. (Fire)

BB. The Developer agrees that if, after the construction of the roadways and curbing, the responding fire apparatus cannot achieve the required turning radius as shown in the AutoTurn Analysis submitted 11/13/2023, the Developer will make the necessary corrections to curbing and/or turning radii.(Fire)

CC. Vertical roadway clearance shall be maintained at 13 ft 6 in in accordance with NFPA 1, Chapter 18, 2.3.5.1.2 and no vertical canopy shall infringe the designated areas for fire aerial apparatus setup. (i.e. curb cuts). (Fire)

DD. Prior to the issuance of the first vertical building permit, the applicant shall fully install and complete the roadways and curbing. (Planning and Zoning)

EE. The master plan shall be revised as necessary to reflect all conditions of approval and re-submitted prior to the issuance of building permits. (Planning and Zoning)

FF. Any deviations to the approved master plan shall be governed by Section 6-59(4) of the Village Code of Ordinances. (Planning and Zoning)

GG. Non-compliance with any of the conditions of approval will result in the Village withholding the issuance of any building permits or any Certificates of Occupancy and shall be considered a violation of the Village Code. (Planning and Building)

HH. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law. (Planning and Zoning)

II. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the "Village of North Palm Beach." (Planning and Zoning)

JJ. The Applicant shall be bound by all oral and written representations both on the record and as part of the application/approval process.

KK. Approval of the Master Plan does not authorize any construction activities nor shall it operate as an approval of the maximum development parameters for PUDs within the C-3 zoning district permitted by Code. The building site area regulations for each phase/parcel shall be determined through the Site Plan and Appearance Review process, taking into account the public benefit provided.

PLANNING, ZONING AND ADJUSTMENT BOARD ACTION– May 8, 2024

North Palm Beach Motion

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

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

Lake Park Motion

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

VLLAGE COUNCIL ACTION– August 8, 2024

The Village Council, by unanimous vote (5-0), voted to continue this matter to the next Village Council meeting (August 22, 2024) to provide the applicant the opportunity to provide revised plans to modify the buildings along US Highway 1 so they do not create a wind tunnel effect on US Highway 1.

LOCATION MAP

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: August 22, 2024

SUBJECT: **RESOLUTION** – Approval of a Restaurant Operator Agreement with Lessing's Florida Ventures, LLC to Conduct Food and Beverage Operations at the North Palm Beach Country Club

At its August 8, 2024 meeting, the Village Council accepted the Selection Committee's recommendation that the Village commence contract negotiations with Lessing's Florida Ventures, LLC (d/b/a Lessing's Hospitality Group) ("Lessing") to be the exclusive provider of restaurant and catering services at the North Palm Beach Country Club. Staff has negotiated an Agreement with Lessing in accordance with its Proposal submitted in response to the Village's Request for Proposals and is presenting the Agreement to the Village Council for approval and execution.

The basic terms of the Agreement are as follows:

- The initial term of the Agreement is for five (5) years commencing October 1, 2024, with automatic five-year renewals unless either party gives notice of its intent not to renew at least one hundred and eighty (180) days prior to the end of the initial term or any renewal term. The Village shall provide Lessing with access to the Clubhouse during the month of September under terms and conditions to be agreed upon by the Village and Lessing.

- Lessing shall be responsible for booking all private parties and events and market and advertise the Restaurant and Catering Services.

- Lessing shall provide Restaurant services from 6:30 a.m. until 9:00 p.m. daily (and operate the Snack Shack generally between the hours of 7:30 a.m. and 5:00 p.m.). Lessing shall also operate the food and beverage cart when the golf course is open for play.

- Lessing shall operate valet services on a daily basis.

- Lessing shall be responsible for paying all taxes chargeable to the Restaurant and Catering Services, as well as all ad valorem taxes assessed by the County.

- Lessing shall be responsible for all inspections, maintenance, and cleaning attributable to the Restaurant and Catering Services and update the paint, decorations, furniture, and general operating areas at least once every three (3) years. The Village shall be responsible for the basic infrastructure, including the parking lot, exterior landscape, exterior walls, foundation, roof, and all utility systems (HVAC, electrical, plumbing, water, and sewer).

- The Village shall have the use of the Banquet Room for public voting, community events, and training free of charge when no food and beverages are services are required and shall have priority scheduling for Village events, including, but not limited to, the Employee Holiday Party and the Advisory Board dinner. Lessing will honor all banquets booked with the prior vendor.

- Lessing shall be responsible for 50% of the utility costs for the Clubhouse, and the cost of music system, televisions services, camera system, and internet services. The Village shall provide public Wi Fi and telephone service.

- Lessing shall pay rent equal to $16,666.67 per month ($200,000 per year) for the first year, with an annual three percent (3%) increase during the initial term and any renewal term. Lessing shall also pay to the Village:

    - Five percent (5%) of gross sales on food and beverages exceeding $2,000,000 each year, excluding Banquet Operations.

    - Five percent (5%) of all gross sales on food and beverages generated by Banquet Operations for the first $1,000,000 and ten percent (10%) of all gross sales on food and beverage sales exceeding $1,000,000.

- Lessing shall supply a capital contribution of $1,200,000, with the first $200,00 payable to the Village within twenty (20) days of the Effective Date of the Agreement. Additionally, Lessing shall invest an additional $1,000,000 in capital improvements to the Country Club facilities during the first ten (10) years of the Lease Agreement for a total capital investment of $1,200,000. In the event the Lease is terminated prior to the tenth year, the Village shall reimburse Lessing for the unamortized balance plus interest.

- Lessing shall contribute one percent (1%) of all food and beverage sales, including Banquet Operations, to a community contribution fund to be used to support and sponsor Village events occurring throughout the year.

The attached Resolution and Restaurant Operator Agreement have been prepared and/or reviewed for legal sufficiency by this office.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Restaurant Operator Agreement with Lessing's Florida Ventures, LLC to be the exclusive provider of Food and Beverage Services, including Banquet Services, at the North Palm Beach Country Club and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A RESTAURANT OPERATOR AGREEMENT TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT THE NORTH PALM BEACH COUNTRY CLUB WITH LESSING'S FLORIDA VENTURES, LLC AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for the exclusive operation of Restaurant and Catering Services at the North Palm Beach Country Club; and

WHEREAS, after review of the Proposals, the Selection Committee ranked the Proposal submitted by Lessing's Florida Ventures, LLC (Lessing's Hospitality Group) ("Lessing") as the top-ranked Proposal, and the Village Council subsequently ratified this selection and authorized Village Staff to commence contract negotiations; and

WHEREAS, the Village has negotiated a Restaurant Operator Agreement with Lessing to Conduct Food and Beverage Operations at the North Palm Beach Country Club in accordance with the terms of the Proposal; and

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

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves a Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club with Lessing's Florida Ventures, LLC, a copy of is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

RESTAURANT OPERATOR AGREEMENT
TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT
THE NORTH PALM BEACH COUNTRY CLUB

THIS RESTAURANT OPERATOR AGREEMENT ("LEASE" or "LEASE AGREEMENT") is made and entered into as of this ____ day of August, 2024 by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, having its principal place of business at 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter referred to as the "VILLAGE") and LESSING'S FLORIDA VENTURES, LLC, a Florida limited liability company, having its principal place of business at 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York 11739 (hereinafter referred to as the "LESSEE").

WITNESSETH:

WHEREAS, the VILLAGE is the owner and operator of the North Palm Beach Country Club, located at 951 U.S. Highway One, North Palm Beach, Florida ("Country Club"); and

WHEREAS, LESSEE desires to lease from the VILLAGE certain facilities within the Country Club Clubhouse ("Clubhouse") to supply, on an exclusive basis, all food, beverage, and general dining and catering services (collectively "Restaurant and Catering Services") to the Country Club in accordance with the terms and conditions set forth herein.

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

1. PREMISES AND ACCEPTANCE BY LESSEE

A. Upon the terms and conditions hereinafter contained, and in consideration for the payment of rent hereinafter provided, and for and in consideration of the performance by LESSEE of its other obligations hereinafter contained, the VILLAGE does hereby lease, let and demise unto LESSEE, and LESSEE hereby leases from the VILLAGE, the following facilities within the Country Club:

> The Restaurant (air-conditioned area with Nano doors and covered outdoor dining terrace), the Grill Room (air-conditioned area, covered outdoor dining terrace, and pass-through bar seating), the Banquet Room, the Snack Shack, and designated storage areas within the Clubhouse ("Exclusive Use Premises"), together with non-exclusive right to the use of the South Patio, the Garden Patio and Putting Green Patio, the covered front entry, the pool deck, the event lawn, restrooms, and other public areas in and around the Clubhouse, as well as the Pavilion Structure Area (to be constructed by LESSEE), Golf Course, Driving Range, and Tennis Center for food and beverage sales, including alcoholic beverages

("Non-Exclusive Use Premises" and together with the Exclusive Use Premises, the "Premises").

B. The Premises shall be delivered to LESSEE fully furnished, with all kitchen equipment in good working order. All such equipment and furnishings shall be provided by the VILLAGE at its sole cost and expense.

2. TERM

A. The initial term of this LEASE is five (5) years ("Initial Term"). Provided LESSEE is not in material default hereunder, the LEASE shall automatically renew for additional five (5) year terms (each a "Renewal Term") unless either party gives the other party written notice of its intent not to renew at least one hundred and eighty (180) days prior to the end of the Initial Term or any Renewal Term (the Initial Term, together with each applicable Renewal Term, is referred to herein as the "Term"). The Initial Term of this Lease shall commence on October 1, 2024 ("Lease Commencement Date"). The VILLAGE shall provide LESSEE with access to the Premises during the month of September immediately preceding the Lease Commencement Date, under terms and conditions to be agreed upon between the VILLAGE and LESSEE by separate agreement.

B. During the Term, LESSEE shall be the exclusive provider of Restaurant and Catering Services to the Country Club.

C. It is understood and agreed that any and all improvements and/or refurbishments erected in or placed upon the Premises shall, to the extent the same constitute fixtures, remain thereon, and shall not be removed therefrom, and on the expiration of this LEASE AGREEMENT, any and all such improvements constituting fixtures shall be and become the property of the VILLAGE. Notwithstanding the foregoing, personal property of any kind or nature, including, without limitation, equipment, tools of trade and furnishings provided by LESSEE that can be removed without any damage to the Premises, shall not be construed as improvements constituting fixtures under this LEASE AGREEMENT and shall be removed by LESSEE at the termination of or expiration of this LEASE AGREEMENT. Floor coverings, window, wall and ceiling treatments, furniture, televisions, and one food and beverage cart provided by the VILLAGE shall not be removed from the Premises and shall remain the property of the VILLAGE.

D. All parties, banquets, receptions, dinners and/or special events at the Country Club shall be booked by LESSEE; provided, however, that LESSEE shall not book any parties, banquets, receptions, dinners or special events beyond the Term of this LEASE without the consent of the VILLAGE Manager. Any deposits collected for such events beyond the Term of this LEASE that are approved by the VILLAGE Manager shall be held in escrow by the VILLAGE Attorney. LESSEE shall honor all private event and catering contracts executed by the prior operator, with pricing transferred from the prior vendor.

3. LESSEE OBLIGATIONS

A. LESSEE shall aggressively market and advertise its commencement of Restaurant and Catering Services and shall continue such marketing efforts throughout the Term of this LEASE. LESSEE agrees to obtain approval from the VILLAGE Manager prior to issuing any press release pertaining to the transition of Restaurant and Catering Services to LESSEE prior to the Lease Commencement Date. LESSEE agrees to provide a project manager to coordinate and expedite all move-in and general start-up activities with the VILLAGE to facilitate a smooth transition of the Restaurant and Catering Services from the prior vendor to LESSEE.

B. LESSEE shall staff and operate the Restaurant, Grill Room, Snack Shack, Banquet Room, the food and beverage cart, and all other areas serving food and beverages within the Country Club as a clean and friendly operation. LESSEE shall use commercially reasonable efforts to staff the Premises with customer service-oriented people who are professional, friendly, and courteous to all golfers, families, and members of the public. Staff must maintain a neat appearance and be appropriately dressed in uniforms and work shoes. In addition, staff shall wear name tags identifying both LESSEE and the employee while engaged in food and beverage services, and all employees shall conduct themselves in a professional manner reasonably acceptable to the VILLAGE. All food and beverage staff shall be required to park in the Country Club employee parking lot, located in the lighted lot north of the Tennis Center.

C. LESSEE shall provide Restaurant services from 6:30 a.m. until 9:00 p.m. daily, with additional hours at the option of LESSEE. Early morning service for golf patrons may be a limited menu depending on volume. LESSEE shall operate the Snack Shack to service golf and pool patrons, with the hours determined by the Country Club General Manager based on demand (generally open daily from the first tee time of 7:30 a.m. until 5:00 p.m.). LESSEE shall provide delivery of food and beverages to tennis facility patrons during season play in the form of beverage cart service, with hours to be coordinated with the Tennis Center Manager. LESSEE, at its option, may close food and beverage operations after 5:00 p.m. on Christmas Eve and all day on Christmas day. Additionally, all Restaurant and Catering Services may be suspended by LESSEE when there is a declaration of a state of emergency, a hurricane or tropical storm warning has been issued, and/or when any event of force majeure has occurred and is continuing. LESSEE agrees to permit the VILLAGE to occupy the Exclusive Use Premises when services are suspended for a stated emergency, including hurricane warnings, to temporarily house first responders and municipal staff.

D. LESSEE shall operate a food and beverage cart on days the golf course is open for play. Depending on the season, food and beverage cart service shall generally be available between the hours of 10:00 a.m. and 5:00 p.m., extended to 7:00 p.m. in the summer. LESSEE shall be responsible for all fuel, repairs, and maintenance necessary to operate the food and beverage cart.

E. LESSEE shall staff and operate or subcontract valet parking services and shall offer such services on a daily basis, with an emphasis on peak times. LESSEE shall coordinate the schedule with the Country Club General Manager.

F. LESSEE shall coordinate, schedule, and negotiate all contracts with groups desiring use of the Banquet Room or other public areas of the Country Club for the purpose of holding an event. Other than scheduling events for the Banquet Room, the use of other public areas for private events must be coordinated with and approved by Country Club General Manager. The Village's intent is to facilitate the use of other public areas and will not unreasonably withhold approval unless such use would negatively impact the VILLAGE's operations. The VILLAGE Manager may deny any group or event that advocates unconstitutional or illegal acts or that the VILLAGE Manager determines is contrary to the best interests of the VILLAGE.

G. LESSEE agrees to attend a meeting at least once per month during the Term of this LEASE AGREEMENT with the Country Club General Manager and such other individuals as requested by the General Manager. The purpose of such meeting is to discuss the schedule of events and to coordinate events and functions between the various departments of the Country Club and for such other purposes set forth by the Country Club General Manager.

H. LESSEE agrees to schedule and pay for all required third-party inspections relating to Restaurant and Catering Services, including the fire/safety inspection and inspection of the ANSUL Fire Suppression System.

I. LESSEE shall, at its sole cost and expense, provide an alcoholic beverage license for the Country Club for the sale and service of alcoholic beverages on the Premises and shall maintain all other necessary licenses and permits to provide Restaurant and Catering Services.

J. LESSEE shall provide the Restaurant and Catering Services in accordance with all applicable federal, State of Florida, and local laws, codes, ordinances, rules, and regulations.

K. LESSEE agrees to pay for all federal, State of Florida, and local taxes chargeable to the Restaurant and Catering Services. LESSEE shall also be responsible for paying the ad valorem property taxes assessed by the Palm Beach County Property Appraiser and Tax Collector as a result of its operations. LESSEE shall make such payment to the VILLAGE prior to November 30th of every year for which ad valorem property taxes are due and owing. The payment for tax year 2024 shall be prorated.

L. As required by Florida law, LESSEE and all of its employees shall have current food handler's permits. LESSEE shall keep the Exclusive Use Premises (and, when used by LESSEE, the Non-Exclusive Use Premises) clean, satisfactory, and in sanitary condition according to conditions approved by the VILLAGE and as regulated by federal, State of Florida, and local regulations and agencies. All refuse and waste materials created in the provision of the Restaurant and Catering Services shall be removed by LESSEE to nearby designated collection points for

further removal by the VILLAGE. All cardboard boxes shall be broken down. LESSEE shall provide and pay the annual assessment from Solid Waste Authority of Palm Beach County, Florida for dumpsters used by LESSEE for temporary storage of refuse and waste. LESSEE shall not use the "dumpster" or similar receptacle designated for VILLAGE operations at the Country Club.

M. All State of Florida, County of Palm Beach and local fire, health and safety regulations pertaining to the Restaurant and Catering Services shall be strictly complied with and at the sole cost of LESSEE.

N. LESSEE agrees to permit the appropriate officials onto and in the Exclusive Use Premises for the purpose of conducting an inspection to ensure the building's and Exclusive Use Premises' compliance with all codes, ordinances, regulations, statutes or other laws. LESSEE shall provide the Country Club General Manager with a copy of all Health Inspection reports that are issued in respect of LESSEE's business at the Country Club.

O. LESSEE shall offer a variety of food options in accordance with the terms of its Proposal submitted in response to the VILLAGE's Request for Proposals.

P. LESSEE shall have the sole responsibility for the repair, maintenance, replacement, of all kitchen, dining and other equipment and inventory owned by the VILLAGE and used by LESSEE in the storage and preparation of food and beverages. LESSEE is further responsible for the repair, maintenance and operation of LESSEE's own equipment and personal property. LESSEE shall use and operate said equipment in accordance with its intended use.

1. Except for the equipment and personal property that qualifies as LESSEE's equipment and personal property under this LEASE AGREEMENT, all equipment and personal property shall be delivered to the VILLAGE by LESSEE upon termination or expiration of this LEASE AGREEMENT without demand by VILLAGE in good repair and condition, less reasonable wear and tear.

2. LESSEE shall be responsible for repair and maintenance of all glass windows, bulbs, light fixtures, vents, floors, doors, and walls in the Exclusive Use Premises.

3. If LESSEE fails to properly maintain or make needed repairs as set forth herein, VILLAGE shall give ten (10) days written notice to LESSEE to make the specified repairs or maintenance. If LESSEE disagrees that the repairs or maintenance needs to be made, LESSEE shall give written notice thereof and deliver same to the VILLAGE Manager at VILLAGE Hall within the said ten (10) day notice. Upon the VILLAGE Manager receiving written notice by LESSEE objecting to the repairs or maintenance, the VILLAGE Manager shall review the matter. If upon reviewing the matter, the VILLAGE Manager makes the reasonable determination that the repairs or maintenance should be made, then the VILLAGE Manager shall notify LESSEE, who must make the repairs or maintenance within twenty (20) days from such notice from the VILLAGE Manager (subject to the availability of parts and/or labor to effect such maintenance or

repair). If LESSEE fails to make the stated repairs or maintenance within the time frame specified herein, then the VILLAGE shall have the right to make the repairs or maintenance and charge LESSEE the reasonable costs thereof.

Q. LESSEE shall ensure that paint, decorations, furniture, and general operating areas within the Exclusive Premises are updated regularly, but no less than once every three (3) years. Such update shall include, but not be limited to, cleaning, repairing, and painting all walls, doors, and baseboards.

R. LESSEE shall secure annual preventative maintenance service contracts for the coolers, freezers, ice machine, dishwashing machines, hoods, grease traps, and ANSUL systems.

S. LESSEE shall contract with a daily cleaning service to clean all restaurant and banquet spaces, including the kitchen, the Restaurant, the Grill Room, the Banquet Room an all restrooms used in connection with the Restaurant and Catering Services, including the employee restrooms, on a daily or more frequent basis as necessary to ensure that the facilities are guest and member ready. LESSEE shall clean all coolers, freezers, the chef's office, the food and beverage cart, and all other areas within the Clubhouse where LESSEE provides Restaurant and Catering Services.

T. LESSEE agrees to maintain books of accounts, reports and records customarily used in this type of operation and to provide the VILLAGE, by the tenth (10^{th}) day of each month, with a statement of gross sales from the Restaurant and Catering Services, along with the most recent copies of the filings for sales tax made by LESSEE with the Florida Department of Revenue for sales from the Restaurant and Catering Services during the previous month. In addition to the foregoing, the VILLAGE may, upon fifteen (15) days prior written notice, request LESSEE to provide it with supplemental financial information (limited to such information required to determine LESSEE's gross sales, for the purposes of determining the percentage rent due the VILLAGE pursuant to Sections 6(B) and 6(C) of this LEASE). All such records shall be made accessible for purposes of investigation or audit and shall be maintained for three (3) years after the termination of this LEASE AGREEMENT. Records exempted from disclosure by Florida Statutes shall remain confidential.

U. LESSEE agrees to allow the VILLAGE to use the Banquet Room for public voting purposes, golf events, community events, training, and other scheduled purposes without charge when no food or beverages are requested. For these scheduled events, VILLAGE shall set up and take down all equipment and clean the area. Other scheduled events which include food and beverage service will be paid for by either the VILLAGE or attendees of the event and will be handled as any other event, with set up and cleaning services included in the fees charged. LESSEE shall provide the VILLAGE with priority for scheduling VILLAGE events necessitating Restaurant and Catering Services, including, but not limited to, the Fourth of July, the Holiday Boat Parade, the Employee Holiday Dinner, and the Advisory Board Dinner. Monthly Environmental Committee meetings shall be held in the Grill Room on agreed upon Saturday

mornings, and the NPB Youth Symphony shall utilize the Banquet Facility on agreed upon Monday evenings.

V. In addition to the required food and beverage inventory, LESSEE shall provide any additional equipment required to provide the Restaurant and Catering Services, including, but not limited to, flatware, glassware, and smallware. LESSEE shall also contract with a linen service to provide all necessary linens, mats, decorations, and other equipment required for Restaurant and Catering Services.

W. LESSEE agrees to pay for the cost of electric, water/sewer, alarm monitoring, and natural gas services equal to fifty percent (50%) of the monthly bills for the Premises. LESSEE shall also be responsible for the music system (including all music licensing fees), television service (including sports and entertainment packages), the camera system, and internet services. LESSEE shall provide, at its sole cost and expense, credit card processing and a Point-of-Sale System.

X. LESSEE agrees to operate the Restaurant and Catering Services as a drug free workplace.

Y. LESSEE shall report to the Village Manager or his/her designee, the Country Club General Manager.

Z. LESSEE may use subcontractors to provide or assist in the provision of the Restaurant and Catering Services if all such activities are coordinated and managed by LESSEE.

4. PERMITTED USE

A. LESSEE shall use the Premises to provide food and beverage sales and service, including alcoholic beverages sales and service, and catering sales and services and to supply food, beverage and general dining and eating services to members of the Country Club, Village residents, and members of the general public.

B. LESSEE shall have the right to operate vending machines on the Premises at locations agreed to between the parties.

C. LESSEE shall not without the prior written approval of the VILLAGE Manager: (1) make any material alterations to or paint the Premises; or (2) install or remove any exterior lighting, decorations, or paintings. The Village Manager or his/her designee must give approval for the erection, installation and utilization of any signs or decorations at the Country Club, which approval shall not be unreasonably withheld. The VILLAGE shall provide room on the monument sign on U.S. Highway One for LESSEE in the space occupied by the former vendor, with conceptual approval of the design from the VILLAGE's Planning, Zoning and Appeals Board. Installation of the sign shall be at LESSEE's sole cost and expense. LESSEE may, without the prior written approval of the VILLAGE, utilize any advertising media to promote the Restaurant and Catering Services, provided that the advertisements are not objected to in writing by the VILLAGE Manager. If the VILLAGE Manager objects to such advertisement, then LESSEE shall

cease use of such advertisement, and if the VILLAGE Manager objects on more than three (3) occasions during the Term, then any subsequent advertisements (following the third objection) shall first require the prior written approval of the VILLAGE Manager, which shall not be unreasonably withheld.

D. LESSEE shall not, without prior written approval from the VILLAGE, sub-let or sub-lease the Premises.

E. So long as LESSEE is not in default, LESSEE shall quietly enjoy undisturbed possession of the Premises.

F. It is specifically understood and agreed that the VILLAGE has no obligation or duty to inspect the Exclusive Use Premises; however, the VILLAGE and each of its authorized agents and employees, shall have the right to enter the Exclusive Use Premises during all reasonable hours and upon reasonable prior notice to examine the same. However, LESSEE is under a continuing obligation to immediately notify the VILLAGE in writing of any condition existing within the Exclusive Use Premises that may be considered dangerous or hazardous, even if such condition is open and obvious.

G. LESSEE acknowledges that the Premises include a covered area on the VILLAGE's Pool patio and that the VILLAGE maintains scheduled pool operating hours. At all times that the VILLAGE pool is closed or is without the supervision of a lifeguard, LESSEE shall place such signage and/or barriers as shall be provided by the VILLAGE to LESSEE, in such locations as the VILLAGE shall direct in writing, for the purpose of restricting access from such covered area by LESSEE's customers, guests and invitees to the adjacent pool deck, pool lounges, pool bathrooms, swimming pool, splash park and diving areas. Failure of LESSEE to utilize such signage or barriers shall constitute a material default of the LEASE by LESSEE.

5. VILLAGE'S OBLIGATIONS

A. The VILLAGE shall provide pest control for the Premises.

B. The VILLAGE shall provide public Wi-Fi service which can be used by the guests at the Clubhouse. Voice over IP (VOIP) phone service will also be available to LESSEE at no additional charge.

C. The VILLAGE shall provide dumpsters and waste collection and disposal service as a condition of this LEASE at the cost of the assessment from Solid Waste as previously indicated.

D. The VILLAGE shall be responsible for maintaining the basic infrastructure, which includes the parking lot, exterior landscape, exterior walls, foundation, roof, and all components of the electrical, plumbing, HVAC, water, and sewer systems serving the Premises. The VILLAGE shall be responsible for maintaining the entire Non-Exclusive Use areas of the Premises at its sole expense.

E. The VILLAGE shall provide a single point of contact for LESSEE to bring forward any questions or concerns regarding the Restaurant and Catering Services. In the absence of an alternate designation, the point of contact shall be the Country Club General Manager.

F. The VILLAGE will pay to LESSEE, or will retain from the preceding Lessee, an amount equal to the customer deposits for events scheduled after the termination of the preceding Lessee's term at the Premises, and shall transfer such amount to LESSEE upon the Lease Commencement Date.

6. RENT

A. LESSEE shall pay the VILLAGE lease payments monthly, no later than the fifth (5^{th}) day of each month for that month. During the first year of the Initial Term, the base rent shall be $16,666.67 per month. The rent shall increase by three percent (3%) over the rent payable the prior year commencing October 1, 2025 and continuing on October 1^{st} of each year during the Initial Term and any Renewal Term.

B. In addition to the base rent set forth in Section 6.A above, LESSEE shall pay to the VILLAGE an amount equal to five percent (5%) of LESSEE's annual gross sales (excluding (1) the net amount of any cash or credit refunds upon any sale from the Premises where the merchandise sold, or some part thereof, is returned by the purchaser to LESSEE after the sale (not exceeding in amount the selling price of the item in question); (2) returns to shippers or manufacturers; (3) sales of furniture, fixtures and equipment after substantial use in the conduct of LESSEE's business in the Premises; (4) the amount of any municipal, county, state or federal sales, use, gross receipts, or excise tax on such sale which is both added to the selling price (or absorbed in the price) and paid to the taxing authorities by LESSEE (but not by any vendor of LESSEE); (5) the amount for any discount on sales to employees, including free employee meals; (6) the redemption of gift certificates (but not the purchase of gift certificates); (7) bad debts and charge-backs, to the extent previously included in Gross Receipts; (8) credit card fees; (9) monies received by employees as tips or gratuities; (10) services that are included in the account of bill to the patron for which the LESSEE makes actual payments to third party vendors without retaining any sums for profit and/or overhead; (11) casualty loss proceeds and monies and credit received by LESSEE in the settlement of claims for loss or damage of LESSEE's products; (12) gratuities, administrative/service charges, and (13) any food or beverage transferred within any Lessing owned or operated facilities within a fifty (50) mile radius of the Premises (collectively "Exclusions")) on all food and beverage sales (excluding Banquet Operations) over Two Million Dollars ($2,000,000), commencing with the first month that LESSEE's annual gross sales exceed this amount.

C. In addition to the base rent set forth in Section 6.A above, LESSEE shall pay to the VILLAGE, on a monthly basis, an amount equal to five percent (5%) of LESSEE's annual gross sales (less Exclusions) on all food and beverage sales generated by Banquet Operations on the first

One Million Dollars ($1,000,000), increasing to ten percent (10%) of all gross sales in excess of One Million Dollars ($1,000,000).

D. The VILLAGE is responsible for the operation of the Conference Rooms and shall have preferred use of these facilities. The VILLAGE shall establish the rental rates for the Conference Rooms, the Hole 16 Tee Box wedding area, and any outside common areas (except the Pavilion Structure Area) used for events, and all revenues received from such rentals shall be payable to the VILLAGE. LESSEE may schedule the use of these facilities for private functions with the approval of the VILLAGE, which shall not be unreasonably withheld. When applicable, LESSEE may charge fees for food and beverage services, as well as any set up and cleaning services.

7. CAPITAL INVESTMENTS

A. Within twenty (20) days of the Lease Commencement Date, LESSEE shall pay to the VILLAGE the sum of Two Hundred Thousand Dollars ($200,000) as a capital contribution to be used at the VILLAGE's discretion. Additionally, during the Initial Term and first Renewal Term, LESSEE shall invest a total of One Million Dollars ($1,000,000) in capital improvements to the facilities used by LESSEE for Food and Catering Services, including the Banquet Room. LESSEE shall provide the VILLAGE with written documentation of all such capital investments prior to October 1st of each year, commencing on October 1, 2025.

B. The LESSEE shall amortize its $1,200,0000 "Capital Investments" set forth in Section 7 (A) over the period of ten (10) years. Upon expiration of this Agreement or earlier termination of this Agreement by either party for any reason whatsoever (such date being referred to as the "Termination Date") prior to the complete amortization of the investment, VILLAGE shall reimburse the LESSEE for the unamortized balance of the Capital Investments actually expended, plus all accrued but unbilled interest as of the Termination Date which interest has accrued from the date the investment was finalized at a five percent (5%) interest rate Title to the capital improvements shall pass to VILLAGE upon completion of amortization or earlier payment to the LESSEE of the unamortized balance.

8. COMMUNITY CONTRIBUTION FUND

LESSEE shall contribute one percent (1%) of all food and beverage sales, including Banquet Operations, to a community contribution fund to be used to support and sponsor VILLAGE events occurring throughout the year. LESSEE and the VILLAGE shall jointly coordinate the expenditure of such funds.

9. INSURANCE

A. During the Term of this Lease Agreement, the VILLAGE, at its expense, shall maintain casualty insurance upon the building and VILLAGE's personal property therein. This insurance shall protect the VILLAGE from, and shall insure against, loss or damage by fire, windstorm, theft,

vandalism and other like casualties. Any sums payable by reason of damage insured against in said casualty insurance policies shall be payable to the VILLAGE and VILLAGE may, but shall not be obligated, to utilize said sums for the reconstruction, replacement or the repair of the loss covered. Any excess of such amount received upon such policies shall be the property of the VILLAGE.

In the event the Premises shall be so destroyed or so damaged or injured by fire or other casualty whereby the same shall be untenantable, all insurance proceeds shall be paid to VILLAGE but VILLAGE shall have no obligation to rebuild or repair the damage or render the Premises tenantable but there shall be a prorated abatement or prorated refund of the rental amounts required to be paid hereunder.

B. It is specifically provided, as part of this provision, that the VILLAGE shall not be obligated in any way whatsoever to provide any insurance protecting LESSEE, it being the specific intent of the parties that the insurance to be provided hereunder in subparagraph (A) shall be for the protection of the VILLAGE's property and not the property of LESSEE. The LESSEE may, at its own expense, obtain such casualty insurance, as in the exercise of its discretion it deems appropriate, so as to protect any property upon the premises owned by it.

C. LESSEE shall maintain and prior to the Lease Commencement Date, provide the VILLAGE with certificates of insurance evidencing the following coverage issued by companies authorized to do business under the laws of the State of Florida:

Commercial General Liability for limits of not less than $1,000,000 per occurrence from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Lease, whether such operations be by LESSEE or by anyone directly employed by or contracted with LESSEE.

Liquor Liability with limits not less than $1,000,000 each occurrence.

Comprehensive Business Automobile Liability in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect LESSEE from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the ownership use or maintenance of owned and non-owned automobiles, including rented automobiles and valet parking activities whether operations be by LESSEE or by anyone directly or indirectly employed by LESSEE.

Workers' Compensation and Employer's Liability insurance for all employees of LESSEE as required by Florida Statutes.

All policies shall provide the VILLAGE with a thirty (30) day written notice of cancellation and include the VILLAGE as an Additional Insured.

Insurance coverage shall be provided by carriers having an AM Best rating of B+ or higher. If, at any time, any of the policies shall be or become unsatisfactory to the VILLAGE as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the VILLAGE, LESSEE shall promptly obtain a new and satisfactory policy in replacement. Failure to provide such replacement policy shall constitute a material default of the LEASE by LESSEE for which there is no opportunity to cure.

10. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, LESSEE shall indemnify and hold harmless and defend the VILLAGE, its officials, agents, servants, and employees (collectively, "Village Parties") from and against any and all claims, liabilities, losses and/or causes of action arising out of or in any way related to the services furnished by LESSEE pursuant to this Lease Agreement or arising from any breach or default in the performance of any obligation on LESSEE's part to be performed under the terms of this LEASE, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of LESSEE and/or its subcontractors, agents, servants or employees. LESSEE's indemnification shall include all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any such action or proceeding brought thereon; and in case any action or proceeding shall be brought against the VILLAGE by reason of any such claim, LESSEE, upon notice from the VILLAGE, shall defend the same at LESSEE's expense by counsel satisfactory to the VILLAGE. Notwithstanding the foregoing, LESSEE shall not be required to indemnify the Village Parties when the claims, liability, loss and/or cause of action results from the negligence or intentional misconduct of any Village Party.

B. To the fullest extent permitted by applicable laws and regulations, the VILLAGE shall indemnify and hold harmless and defend LESSEE and its members, managers, agents, servants, and employees (collectively, " Lessee Parties") from and against any and all claims, liabilities, losses and/or causes of action arising from the VILLAGE's use of the Premises, or from the conduct of the VILLAGE's business or from any activity, work, or things done, permitted, or suffered by the VILLAGE in, on, or about the Premises, and shall further indemnify and hold harmless the Lessee Parties from and against any and all claims arising from any breach or default in the performance of any obligation on the VILLAGE's part to be performed under the terms of this Lease, or arising from any negligence of the Village Parties (or any of them), and from and against all cost, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against LESSEE by reason of any such claim, the VILLAGE, upon notice from LESSEE, shall defend the same at the VILLAGE's expense by counsel satisfactory to LESSEE. Notwithstanding the foregoing, the VILLAGE shall not be required to indemnify the Lessee Parties when the claims, liability, loss and/or cause of action results from the negligence or intentional misconduct of any Lessee Party.

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

D. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Lease as well as the termination of this Lease for any reason.

11. INSPECTOR GENERAL

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

12. FEDERAL AND STATE TAX

The VILLAGE is exempt from Federal and State taxes for tangible personal property. However, LESSEE shall not be authorized to use the Village's Tax Exemption Number in securing goods or materials for services performed on the Premises.

13. PUBLIC RECORDS

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

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Lease and following the expiration of the Term of this Lease if LESSEE does not transfer the records to the VILLAGE.

D. Upon completion of the Term of this Lease, transfer, at no cost, to the VILLAGE all public records in possession of LESSEE or keep and maintain public records required by the VILLAGE to perform the services. If LESSEE transfers all public records to the VILLAGE upon completion of the Term of this Lease, LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE keeps and maintains public records upon completion of the Term of this Lease, LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

14. E-VERIFY

LESSEE warrants and represents that LESSEE and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. LESSEE has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractors stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that LESSEE has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but LESSEE has otherwise complained, it shall notify LESSEE, and LESSEE shall immediately terminate its contract with the subcontractor.

15. NOTICES

Any notice which the VILLAGE or LESSEE may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the addresses specified above.

16. LIENS ON LESSEE'S PROPERTY

LESSEE shall pay all debts and obligations arising in the conduct of its business at the Premises in the ordinary course. LESSEE shall make no improvements to the Premises that might result in a mechanic's lien against the Premises or other property of the VILLAGE without first providing a performance and payment bond to pay for said improvements. LESSEE shall not advertise or in any way inform the public or suppliers that the Exclusive Use Premises are operated by the VILLAGE or the North Palm Beach Country Club, and shall inform all third parties making

inquiry that LESSEE operates the Exclusive Use Premises.

17. NON-WAIVER

The failure of either party to exercise any right hereunder, including any rights to terminate, shall not be waived as to any subsequently arising right to act hereunder or as to any default by the other party thereafter occurring; and, a failure of a party to act shall not constitute a waiver as to any subsequent arising right to act on default.

18. DEFAULT

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease Agreement by LESSEE:

1. The vacating or abandonment of the Premises by LESSEE.

2. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE under this Lease Agreement, as and when due, where such failure shall continue for a period of seven (7) days after written notice thereof from the VILLAGE to LESSEE.

3. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions to be observed or performed by LESSEE, where such failure shall continue for a period of twenty (20) days after written notice thereof from the VILLAGE to LESSEE; provided, however, that if the nature of LESSEE's default is such that more than twenty (20) days are reasonably required for its cure, LESSEE shall not be deemed to be in default if LESSEE commences such cure within said twenty day (20) day period and thereafter diligently pursues such cure to completion.

4. If LESSEE should commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including without limitation a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against LESSEE or any said guarantor and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within one hundred and twenty (120) days of the filing thereof, or if LESSEE or any said guarantor becomes insolvent or is unable or admits in writing his or her inability to pay his or her debts as they become due, or makes an assignment for the benefit or creditors or petitions for or enters into an agreement within his or her creditors or a custodian is appointed or takes possession of LESSEE's or any said guarantor's property, whether or not a judicial proceeding is instituted in connection with such arrangements or in connection with the appointment of such

custodian.

B. In the event of any default or breach by LESSEE, the VILLAGE may at any time thereafter, without notice or demand and without limiting the VILLAGE in the exercise of any right or remedy which the VILLAGE may have any reason of such default or breach, do the following:

1. Terminate LESSEE's right to possession of the Premises by any lawful means and retake possession thereof for the account of the VILLAGE, in which event LESSEE shall immediately surrender possession of the Premises to the VILLAGE and all further liability under this Lease Agreement on the part of LESSEE and the VILLAGE shall terminate.

2. Maintain LESSEE's right to possession, in which event this Lease Agreement shall continue in effect whether or not LESSEE shall have abandoned the Premises. In such event, the VILLAGE shall be entitled to relet the Premises and to enforce all of the VILLAGE's rights and remedies under this Lease Agreement, including the right to recover the rent and other sums due as they become due.

3. The VILLAGE may hold LESSEE liable for rent that otherwise would have been payable by LESSEE to VILLAGE for the balance of the Term of this Lease or any Renewal Term, less any amount that VILLAGE receives from re-letting the Premises.

4. Pursue any other remedy now or hereafter involving LESSEE under the Bankruptcy Code, 11 U.S.C. Section 101 *et seq*., if this Lease Agreement is assumed by LESSEE's trustee in bankruptcy (after he or she has cured all existing defaults, compensated the VILLAGE for any loss resulting therefrom and provided adequate assurance of future performance), then this Lease Agreement may not be assigned by the trustee to a third party, unless such party (a) executes and delivers to the VILLAGE an agreement in recordable form whereby such party assumes and agrees with the VILLAGE to discharge all obligations of LESSEE under this Lease Agreement; (b) has a net worth and operating experience at least comparable to that possessed by LESSEE and any guarantor hereof as of the time of execution of this Lease Agreement; and, (c) grants to the VILLAGE, to secure the performance of such party's obligations under this Lease Agreement, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings and accounts receivable (and in the proceeds of all of the foregoing) with respect to his or her operations at and in the Premises, and in connection therewith, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by the VILLAGE) as are necessary to perfect such lien.

C. If the VILLAGE should exercise any of its remedies hereunder, LESSEE shall be liable for and shall pay to the VILLAGE the costs of removing and storing LESSEE's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Exclusive Use

Premises into condition that approximates the condition at the time of commencement of the Lease Agreement, ordinary wear and tear excepted; real estate commissions actually paid; that portion of the leasing commission paid by the VILLAGE applicable to the unexpired Term of this LEASE AGREEMENT, if applicable; and, all reasonable expenses incurred by the VILLAGE to relet the premises, including attorney's fees.

D. If this LEASE AGREEMENT should be terminated, or the LEASE should expire, the VILLAGE shall have the immediate right thereafter to reenter the Premises and to remove all persons and LESSEE's property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE, all without service of notice or resort to legal process (all of which LESSEE expressly waives). In such event, the VILLAGE shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

E. The rights and remedies granted herein to the VILLAGE are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude the VILLAGE's right to exercise any or all of the others. All charges payable to LESSEE under the terms of this Lease Agreement shall be deemed rent for the purpose of the VILLAGE exercising its remedies.

F. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by the VILLAGE at any time when LESSEE is in default under any covenant or condition hereof be construed as a waiver of such default or of the VILLAGE's right to terminate the Lease Agreement on account of such default, nor shall any waiver or indulgence granted by the VILLAGE to LESSEE be taken as an estoppel against the VILLAGE, it being expressly understood that if at any time LESSEE should be in default in any of its covenants or conditions hereunder, an acceptance by the VILLAGE of rent during the continuance of such default or the failure on the part of the VILLAGE promptly to avail itself of such other rights or remedies as the VILLAGE may have shall not be construed as a waiver of such default, but the VILLAGE may at any time thereafter, if such default continues, terminate this Lease Agreement on account of such default.

G. LESSEE waives all claims for damages by reason of the VILLAGE's exercising its right to re-enter the Premises and take possession of the property located therein, or damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process.

H. The VILLAGE shall not be in default unless the VILLAGE fails to perform its obligations

required of the VILLAGE within a reasonable time, but in no event later than ten (10) days after written notice by LESSEE to the VILLAGE and to the holder of any first mortgage or loan covering the Demised Premises whose name and address shall have theretofore been furnished to LESSEE in writing, specifying wherein the VILLAGE has failed to perform such obligations; provided, however, that if the nature of the VILLAGE's obligations is such that more than ten (10) days are required for performance, the VILLAGE shall not be in default if the VILLAGE commenced performance within such ten (10) day period and thereafter diligently prosecutes the same to completion.

I. LESSEE hereby acknowledges that late payment by LESSEE to the VILLAGE of rent and other sums due hereunder will cause the VILLAGE to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the VILLAGE by the terms of any mortgage or loan covering the Premises. Accordingly, if any installment of rent or any other sum due from LESSEE shall not be received by the VILLAGE or the VILLAGE's designee within ten (10) days after such amount shall be due, LESSEE shall pay to the VILLAGE a late charge equal to five percent (5%) per annum on the amount of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs the VILLAGE will incur by reason of late payment by LESSEE. Acceptance of such late charge by the VILLAGE shall in no event constitute a waiver of LESSEE's default with respect to such overdue amount, nor prevent the VILLAGE from exercising any of the other rights and remedies granted hereunder.

19. SURRENDER.

Upon the expiration or termination of this LEASE AGREEMENT, LESSEE shall deliver and surrender to the VILLAGE the Premises and shall leave the Exclusive Use Premises in good repair and condition with ordinary wear and tear excepted, and shall deliver all keys and combinations to locks, safes, and vaults to the VILLAGE. Before surrendering the Premises, LESSEE shall remove all of its personal property, equipment, tools of trade, and/or furnishings provided by LESSEE and shall repair any damage caused thereby. Floor coverings, window, wall and ceiling treatments shall not be removed from the Premises and shall be the property of the VILLAGE. If LESSEE should fail to restore the Premises as aforesaid or if LESSEE should fail to repair any damage caused by the removal of LESSEE's property from the Premises, the VILLAGE may restore the Premises, and all such costs incurred thereby shall be an expense of LESSEE. VILLAGE shall have the right to defray such costs by deducting same from LESSEE's security deposit, if any. LESSEE's obligation to perform this provision shall survive the termination or expiration of this LEASE AGREEMENT. If LESSEE should fail to remove its property upon the termination or expiration of this LEASE AGREEMENT, said property shall be deemed abandoned and shall become the property of the VILLAGE.

20. HOLDING OVER.

If LESSEE should remain in possession of all or any part of the Premises after the termination or expiration of this LEASE AGREEMENT, with the consent of the VILLAGE, which the VILLAGE shall have the unconditional discretion to grant or deny, then LESSEE shall be deemed to hold the Premises from month to month subject to all of the terms and provisions thereof, except only as to the Term of this LEASE AGREEMENT; provided, however, if LESSEE holds over without the consent of the VILLAGE, then the rent payable during such period as LESSEE shall continue to hold the Premises or any part thereof shall be one hundred twenty five percent (125%) of the rent that would otherwise be due and owing.

21. MISCELLANEOUS

A. The parties hereto specifically intend that LESSEE's operation and conduct of business upon the Premises shall be solely as an independent contractor and nothing herein is intended nor shall it be construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent, employer or employee, partnership or joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee.

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

C. The invalidity of any provision of this Lease Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

D. Time is of the essence.

E. In the event any payments are not made as and when due in accordance with the terms and conditions of this LEASE, or should it become necessary for the VILLAGE to make any payments otherwise required to be made by LESSEE under this LEASE AGREEMENT, then all such payments shall bear interest from the date due at the highest lawful rate of interest.

F. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

G. This LEASE AGREEMENT contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall

be effective. This LEASE AGREEMENT may be modified in writing only, signed by the parties in interest at the time of modification.

H. Subject to the provisions hereof restricting assignment or subletting by LESSEE and regarding the VILLAGE's liability, this LEASE AGREEMENT shall bind the parties, their personal representatives, successors, and assigns. The LEASE AGREEMENT shall be governed by the laws of the State of Florida with venue in Palm Beach County, Florida.

I. This LEASE AGREEMENT shall not be construed more strongly against either party regardless of which party was more responsible for its preparation.

J. LESSEE and the VILLAGE Manager shall meet no less than annually to discuss and review the prior calendar year's activity. During this meeting, any significant changes in law, economic or marketplace conditions; and/or any suggestions on ways to improve the performance of the Restaurant and Catering Services at the North Palm Beach Country Club shall be discussed. Should any of these changes/suggestions warrant a change in the LEASE AGREEMENT (as mutually agreed by LESSEE and the VILLAGE Manager), then they will be presented to the VILLAGE Council for consideration. All changes to this LEASE AGREEMENT shall be in writing and executed by both parties.

K. The VILLAGE hereby waives its rights, statutory or otherwise, to any lien on LESSEE's equipment and other personal property. The VILLAGE shall, upon LESSEE's request, execute, or cause to be executed, a commercially reasonable waiver of landlord's lien on any of LESSEE's equipment and other personal property.

22. BROKERS

The VILLAGE and LESSEE warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease.

[*Remainder of page intentionally blank – signatures on next page*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE OF NORTH PALM BEACH

(VILLAGE SEAL)

By:_____
Susan Bickel, Mayor

ATTEST:

By:_____
Jessica Green, Village Clerk

WITNESSED BY:

_____
Print Name:

_____
Print Name:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Leonard G. Rubin, Village Attorney

LESSING'S FLORIDA VENTURES, LLC

By:_____
Print Name: Michael S. Lessing
Title: Managing Member

WITNESSED BY:

_____
Print Name:

_____
Print Name:

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Village Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: August 22, 2024

SUBJECT: **Matteo's Minor PUD Amendment -** A Resolution for a minor amendment to an approved Planned Unit Development to permit modifications to a previously approved outside seating area and to authorize an elevation change to the façade at 1201 US Highway 1, Suites 24 & 25.

This is a request from Joseph Anthony, agent for the property owner, Crystal Cove Commons, LLC, for a minor amendment to an approved Planned Unit Development to permit modifications to a previously approved outside seating area and to authorize an elevation change to the façade at 1201 US Highway 1, Suites 24 & 25.

The subject parcel site is located on the west side of US Highway 1, approximately 192 feet south of McLaren Road. It possesses a Future Land Use classification of Commercial and a Zoning designation of Shopping Commercial (C-S) with an approved Commercial Planned Unit Development (PUD) designation.

The Village of North Palm Beach (Village) initially approved the site's development in the early 1980s to allow a 136,432 GFA center, providing retail, restaurants, and office uses. On June 22, 2017, the Village Council adopted Ordinance No. 2017-09, approving a Commercial Planned Unit Development (CPUD) and modification of the site plan to allow the construction of exterior improvements to the existing commercial plaza, including changes to parking, the façade, landscaping, and signage.

On February 22, 2018, the Village Council adopted Resolution No. 2018-19, approving minor modifications to the CPUD, allowing the removal of a tower architectural element located south of the fountain area and modifying the location of a door on the south side of the Cod and Capers Restaurant. The Village subsequently amended the CPUD so that the previously identified outdoor seating locations were removed, with only the total allowable square footage of 3,211 SF identified as available.

On March 11, 2020, the Village's then Community Development Director approved an outdoor seating layout. The layout approved in 2020 only displayed 624 SF of outdoor seating for the Cod & Capers tenant and 1,138 SF for the Cucina Cabana tenant, leaving 1,449 SF of outdoor seating available but unallocated to a specific location. Through the adoption of Resolution No. 2024-34 on April 25, 2024, the Village Council approved a minor PUD amendment to approve four (4) outside seating areas, amend the approved uses and parking ratios, and allow a color change to the façade at the shopping center. This approval included the outside seating area for Matteo's restaurant.

The Development Review Committee (DRC) discussed this petition at its June 12, 2024 meeting, and no comments were received from the DRC members.

On August 6, 2024, the Planning, Zoning and Adjustment Board reviewed the petition and recommended

approval with additional conditions of approval outlined below.

Outdoor Seating

Matteo's previously received approval for a 2,750 square foot outdoor seating area. The area included planter boxes around the perimeter of the provided seating. Access to the outdoor seating area and the rest of the CPUD is provided from the entrance of the food establishment. A rendering of the proposed outdoor seating area, though not to scale, was included with the last Minor PUD Amendment application to identify the style and intent of the screening for this area. The Planning Zoning and Adjustment Board (PZAB) approved the plans as presented.

The Village Code requires that when an applicant requests outdoor seating which increases the total number of seats available at a food service establishment, the applicant must include in any calculation of the total number of seats provided by the food service establishment the impacts upon parking, restroom facilities, and business taxes. Based upon the previous Minor PUD Amendment approval, there is sufficient parking for the proposed Matteo's outdoor seating area. When a BTR is applied for, the number of seats will be considered. The number of restroom facilities complies with the Building Code (with three men's and three women's toilets being provided). Further, the 8' walkway condition of approval as required by the PZAB was met on the originally submitted plans.

Elevation Modifications

As part of this Planned Unit Development Minor Amendment, the applicant is seeking to modify the exterior elevation for Suites 24 & 25 as follows:

a. Paint the existing exterior wall, columns, and trim.
b. Install stone veneer to the existing exterior wall
c. Replacement of existing aluminum storefront with a new aluminum storefront
d. New cement board soffit/ceiling that includes new lighting fixtures
e. New decorative wood awning
f. New exterior lighting
g. New signage
h. New planters and furniture for the outdoor seating area

New building colors for the following:

a. Snowbound – SW7004
b. Uncertain Gray – SW 6234
c. Tricorn Black – SW 6258

On a motion by Board Member Hogarth and a second by Board Member Hullihan, the Planning, Zoning and Adjustment Board unanimously approved (6-0) the Matteo's PUD Amendment as presented with the following additional conditions:

1. The applicant shall provide an 8' walkway excluding the 3' walkway outside the covered outdoor seating area.

2. Anywhere where painted wood is noted in the submitted plans, it shall be substituted by painted aluminum in a color to match the proposed approved building colors.

The documentation as submitted reflects the revisions requested by the PZAB.

Recommendation:

Village Staff recommends Village Council consideration and recommendation of approval of the attached Resolution approving a Minor Planned Unit Development Amendment to permit modifications to a previously approved outside seating area and to authorize an elevation change to the façade at 1201 US Highway 1, Suites 24 & 25.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING MINOR AMENDMENTS TO THE CRYSTAL COVE COMMONS COMMERCIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE PREVIOUSLY APPROVED OUTDOOR SEATING AREA FOR THE MATTEO'S RESTAURANT AND TO AUTHORIZE A CHANGE TO THE FAÇADE; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2017-09 on June 22, 2017 ("PUD Ordinance"), the Village Council approved the Crystal Cove Commons Commercial Planned Unit Development ("CPUD") on property located at 1201 U.S. Highway One and legally described as Lots 1 and 2 of the Golfview Addition to the Village of North Palm Beach according to the plat thereof recorded in Plat Book 28, Page 199 of the public records of Palm Beach County, Florida ("Property"); and

WHEREAS, Section 7 of the PUD Ordinance provides that the Village Council may approve minor modifications to the CPUD by resolution without the necessity of review by the Planning Commission, advertisement or public hearing; and

WHEREAS, through the adoption of Resolution No. 2018-19 on February 22, 2018, the Village Council approved minor amendments to the CPUD to remove a tower feature and modify a door location; and

WHEREAS, through the adoption of Resolution No. 2018-90 on October 25, 2018, the Village Council approved minor amendments to the CPUD to reflect as-built conditions, specifically: reconfiguration of the parking lot to allow seven additional spaces; approval of new security lighting and the addition of three fixture types; and minor changes to the architectural plans and material boards (removal of approved exterior horizontal reveals, a change in color to the façade, additional awnings and a change in awning color); and

WHEREAS, through the adoption of Resolution No. 2020-86 on December 10, 2020, the Village Council approved a minor amendment to the CPUD to allow for metes and bounds subdivision of the Property into three parcels subject to various conditions; and

WHEREAS, through the adoption of Resolution No. 2024-34 on April 25, 2024, the Village Council approved minor amendments to the CPUD to identify four (4) outdoor seating areas, amend the uses to reflect the current tenant mix, revise the parking calculations consistent with the current tenant mix, and change the color of the façade;

WHEREAS, the owner of the Property, Crystal Cove Commons, LLC ("Applicant"), is requesting additional minor amendments to modify the outdoor seating area adjacent to the proposed Matteo's Restaurant and to authorize changes to the façade for Suites 24 and 25; and

WHEREAS, the Village Council determines that the Applicant's request meets the definition of minor amendments to the CPUD and 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. As authorized by Section 7 of Ordinance No. 2017-09, the Village Council hereby approves minor modifications to the Crystal Cove Commons CPUD to modify the outdoor seating area adjacent to the Matteo's Restaurant and authorize changes to the façade. Said modifications shall be consistent with the following plans, specifications, and renderings:

A. The Matteo's North Palm Beach Exterior Package Revision C prepared by Core Level Architecture dated May 10, 2024 and last revised on August 9, 2024 and consisting of the following:

1. Cover Sheet (Page G000)
2. General Project Notes, Standards and Submittal Requirements (Pages G001 and G002)
3. Demolition and Preparation Plan (Page D100)
4. New Work Floor Plan (Page A100)
5. New Work Reflected Ceiling Plan (Page A150)
6. Enlarged Reflected Ceiling Plan (Page A151)
7. Exterior Elevations (Page A200)
8. Door Types, Aluminum Storefront Types and Details (Page A410)
9. Sections and Details (Pages A500 and A501)
10. Exterior 3D Views (Pages A900 and A901)

B. Narrative for Revision C (Architectural) prepared by Core Level Architecture dated August 9, 2024 (two pages)

Section 3. The Village Council's approval of the minor modifications is subject to the following conditions, which shall be enforced in the same manner as those conditions set forth in PUD Ordinance:

A. The planters, landscaping, and fencing in the outdoor seating area shall be no less than two (2) feet in height.

B. The outdoor seating area shall meet all building regulations governing general and handicapped accessibility.

C. The outdoor seating area shall be restricted to tables and chairs only and the required screening materials. Such items shall be compatible in color and style with the exterior of the building and shall not contain or have affixed to them any sign, lettering, or advertising of any kind.

D. The outdoor seating area shall meet all health code and other applicable code requirements for restaurants.

E. The outdoor seating area shall be maintained in a secure manner whenever the restaurant is closed to the public.

F. All sales and service of food and beverages in the outdoor seating areas are prohibited between the hours of 10:30 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday.

G. The outdoor seating areas shall comply with the Village's noise regulations.

H. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Completion.

I. All advertisements, legal addresses on insurance policies, and official correspondences shall reflect that the project is located within the "Village of North Palm Beach."

Section 4. To the extent not expressly modified herein, all other provisions of the PUD Ordinance, as previously amended, shall remain in full force and effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

COMMUNITY DEVELOPMENT DEPARTMENT REPORT AND RECOMMENDATION

Subject/Agenda Item:

PUD-2024-01 1201 US Highway 1 Suites 24 & 25 Matteo's Restaurant

Consideration of Approval: A request from Joseph Anthony, agent for the property owner, Crystal Cove Commons, LLC, for a minor amendment to an approved Planned Unit Development to permit modifications to a previously approved outside seating area and to authorize an elevation change to the façade at 1201 US Highway 1, Suites 24 & 25.

[X] Recommendation to APPROVE
[ ] Recommendation to DENY

[X] Quasi-Judicial
[ ] Legislative
[ ] Public Hearing

Originating Department:	**Reviewed By:**
Planning & Zoning Project Manager _____ Caryn Gardner-Young, AICP	Community Development Director _____ Caryn Gardner-Young, AICP
Attachments: 1. Minor PUD Amendment Application dated May 30, 2024 2. Justification Statement dated July 11, 2024 3. Location Map dated July 11, 2024 4. Existing Elevations of the Proposed Site dated July 11, 2024 5. Existing Elevations of Surrounding Area dated July 11, 2024 6. Special Warranty Deed dated May 30, 2024 7. Matteo's General Plans prepared by Core Level Architecture dated August 12, 2024 (13 pages) 8. Narrative for Revisions prepared by Core Level Architecture dated August 12, 2024	Public Notice: [ ] Required [X] Not Required Dates: Paper: Mailing [ ] Required [X] Not Required Notice Distance:

I. Executive Summary

The applicant proposes modifying the previously approved outside seating area and the building façade at 1201 US Highway 1, Suites 24 & 25.

II. Site Data

Existing Use:	Shopping Center
Parcel Control Numbers:	68-43-42-09-10-000-0010
Legal Description:	Golfview Add to Village of North Palm Beach Lots 1 & 2
Parcel Size:	7.8638 acres
Existing Future Land Use Designation:	Commercial
Existing Zoning District:	Shopping Commercial (C-S)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:

Direction	Existing Land Use	Future Land Use	Zoning District
North	Benjamin Private School	Commercial, Educational	Shopping Commercial (C-S)
South	Waterway Terrace Condo	Residential High Density	Apt. Dwelling (R-3)
East	Cove Plaza	Commercial	Shopping Commercial (C-S)
West	Royal Harbour Condo, Everglades of North Palm Beach Condo, Seamark Condo, Governors Pointe Condo, and Gemini Condo	Residential High Density	Apt. Dwelling (R-3)

III. Annexation/Zoning History

The subject parcel site is located on the west side of US Highway 1, approximately 192 feet south of McLaren Road. It possesses a Future Land Use classification of Commercial and a Zoning designation of Shopping Commercial (C-S) with an approved Commercial Planned Unit Development (PUD) designation.

The Village of North Palm Beach (Village) initially approved the site's development in the early 1980s to allow a 136,432 GFA center, providing retail, restaurants, and office uses. On June 22, 2017, the Village Council adopted Ordinance No. 2017-09, approving a Commercial Planned Unit Development (CPUD) and modification of the site plan to allow the construction of exterior improvements to the existing commercial plaza, including changes to parking, the façade, landscaping, and signage.

On February 22, 2018, the Village Council adopted Resolution No. 2018-19, approving minor modifications to the CPUD, allowing the removal of a tower architectural element located south of the fountain area and modifying the location of a door on the south side of the Cod and Capers Restaurant. The Village subsequently amended the plan so that the previously identified outdoor

seating locations were removed, with only the total allowable square footage of 3,211 SF identified as available.

On March 11, 2020, the Village's then Community Development Director approved an outdoor seating layout. The layout approved in 2020 only displayed 624 SF of outdoor seating for the Cod & Capers tenant and 1,138 SF for the Cucina Cabana tenant, leaving 1,449 SF of outdoor seating available but unallocated to a specific location. Adopting Resolution No. 2024- 34 on April 25, 2024, the Village Council approved a minor PUD amendment to add four (4) outside seating areas, amend the approved uses and parking ratios, and allow a color change to the façade at the shopping center. This approval included the outside seating area for Matteo's restaurant.

IV. Applicable Code Provisions:

Section 45-33 C-S shopping commercial district
Section 45-35.1 Planned Unit Development
Section 45-36 General provisions
Appendix A – Appearance Plan

V. Summary of Proposed Site Plan and Appearance Details:

The petitioner's Minor Planned Unit Development Amendment documents consist of:

a. Minor PUD Amendment Application dated May 30, 2024
b. Justification Statement dated July 11, 2024
c. Location Map dated July 11, 2024
d. Existing Elevations of the Proposed Site dated July 11, 2024
e. Existing Elevations of Surrounding Area dated July 11, 2024
f. Special Warranty Deed dated May 30, 2024
g. Matteo's General Plans prepared by Core Level Architecture dated August 12, 2024 (13 pages)
h. Narrative for Revisions prepared by Core Level Architecture dated August 12, 2024

VI. Staff Analysis:

Request

The petition is for a Minor Planned Unit Development Amendment to permit modifications to a previously approved outside seating area and an elevation change to the façade at 1201 US Highway 1, Suites 24 & 25.

The Development Review Committee (DRC) discussed this petition at its June 12, 2024 meeting, and no comments were received from the DRC members.

The Planning, Zoning and Adjustment Board asked for two conditions to be added:

1. The applicant shall provide an 8' walkway excluding the 3' walkway outside the covered outdoor seating area.
2. Anywhere where painted wood is noted in the submitted plans, it shall be substituted by painted aluminum in a color to match the proposed approved building colors.

The proposed plans in this packet and presented to the Village Council include the changes as requested by the Planning, Zoning and Adjustment Board.

Outdoor Seating

Matteo's previously received approval for a 2,750 square foot outdoor seating area. The area included planter boxes around the perimeter of the provided seating. Access to the outdoor seating area and the rest of the CPUD is provided from the entrance of the food establishment. A rendering of the proposed outdoor seating area, though not to scale, was included with the last Minor PUD Amendment application to identify the style and intent of the screening for this area. The Planning Zoning and Adjustment Board (PZAB) approved the plans as presented.

The Village's Code, when requesting outdoor seating, which increases the total number of seats available at a food service establishment, must include in any calculation of the total number of seats provided by the food service establishment the impacts upon parking, restroom facilities, and business taxes. Based upon the previous Minor PUD Amendment approval, there is sufficient parking for the proposed Matteo's outdoor seating area. When a BTR is applied for, the seating numbers will be considered. The number of restroom facilities complies with the Building Code (with three men's and three women's toilets being provided). Further, the 8' walkway condition of approval has been met, as shown on the submitted plans.

Elevation Modifications

As part of this Planned Unit Development Minor Amendment, the applicant is seeking to modify the exterior elevation for Suites 24 & 25 as follows:

a. Paint the existing exterior wall, columns, and trim.
b. Install stone veneer to the existing exterior wall
c. Replacement of existing aluminum storefront with a new aluminum storefront
d. New cement board soffit/ceiling that includes new lighting fixtures
e. New decorative wood awning
f. New exterior lighting
g. New signage
h. New planters and furniture for the outdoor seating area

New building colors for the following:

a. Snowbound – SW7004
b. Uncertain Gray – SW 6234
c. Tricorn Black – SW 6258

VII. APPEARANCE Code – Planning Commission Role & Responsibilities

Sec. 6-36. - Powers and duties of planning commission concerning the appearance code.

The planning commission shall have the following powers and duties:

(1) To hold public hearings and recommend amendments to the appearance plan.

(2) To consult with and cooperate with other committees, Village departments, and any other municipal or governmental bodies on matters affecting the appearance of the Village.

(3) To study exterior design drawings, landscape and site plans, and materials for any proposed public buildings, public works, or other public improvements and to make recommendations to the council or Village manager regarding the architectural or aesthetic aspects thereof.

(4) To study and review preliminary and final plans and make recommendations to the Village council.

(5) To hold site plan and appearance review hearings, when required, and to issue or deny site plan and appearance approval for multiple-dwelling, commercial, mixed-use, and industrial buildings pursuant to the provisions of this division and the appearance plan in Appendix A of this code.

Sec. 6-58. - Action of planning commission.

Upon consideration of an application, the planning commission shall issue a site plan and appearance approval upon a finding that the plan conforms to the Village appearance plan and other applicable land development regulations. This approval may contain special conditions in response to unusual aspects of the application or to ensure that the approval carries out Village policies and code without undue permitting delays. If the planning commission determines that these criteria are not met, the planning commission may provide such advice, counsel, suggestions, and recommendations as it may deem necessary to guide the prospective applicant in the development of a plan that would comply with the requirements and purposes of the appearance plan and other Village land development regulations.

Sec. 6-59. - Approval by planning commission.

No building or other permit, otherwise required under the Village's ordinances, shall be approved by the community development director except upon the granting of site plan and appearance approval by the planning commission or, on appeal, approval by the Council (see section 6-35). The foregoing requirements shall not preclude the issuance of permits without such approval if the community development director determines that any of the following apply: Permits for single-family dwellings, permits for a Village-owned facility, no external architectural features as defined in section 6-31, and any deviation from valid site plan and appearance approval are minor and not substantial.

CODE OF ORDINANCES APPENDIX A, SECTION IV CRITERIA FOR APPEARANCE

These criteria are intended to establish a checklist of items that affect the physical aspect of the Village environment. Pertinent to appearance are the design of the site, buildings and structures, planting, signs, street hardware, and miscellaneous objects observed by the public.

These criteria are not intended to restrict imagination, innovation, or variety but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the Village.

D BUILDING DESIGN

1. Specific architectural styles are not mandated or banned. Still, the Village encourages new buildings to reflect or evolve the distinct local character exemplified by the North Palm Beach Country Club Clubhouse, Village Hall, and the Public Safety Building. This character is derived from local and regional examples, including Anglo-Caribbean architecture, Florida vernacular, and modern masonry.
2. A project's appearance shall be evaluated based on the quality of its design and relationship to its surroundings.
3. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.
4. Materials shall have good architectural character and shall be selected to harmonize the building with adjoining buildings.
    a. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those which are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways and adjoining properties.
    b. Inappropriate materials and methods, which will produce inconsistency with the structure of the building, shall be avoided.
    c. Materials shall be of durable quality.
    d. In any design in which the structural frame is exposed to view, the structural materials shall meet the other criteria for materials.
5. Building components—such as windows, doors, eaves, and parapets—shall have good proportions and relationship to one another.
6. The village discourages walls without windows or with too few windows, all-glass walls, facades without visual interest, and concealed or absent entrances.
7. Colors shall be harmonious, with bright or brilliant colors used only for accent.
8. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be located so as not to be visible from any public ways, including waterways, service alleys, and adjoining properties.
9. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with the building design.

10. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from public ways, including waterways, service alleys, and adjoining properties, using materials as stated in the criteria for equipment screening.
11. Monotony of design in single or multiple building projects shall be avoided. Variations of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
12. Inappropriate, incompatible, bizarre, and exotic designs shall be avoided.
13. The provisions of the North Palm Beach Village Code regarding bulk regulations and standards and those portions of the Village Code that directly affect appearance shall be part of the criteria of this subsection.

G MAINTENANCE—PLANNING AND DESIGN FACTORS

1. The extent and quality of maintenance depend on continued good appearance. The choice of materials and their use, finishes, and other protective measures must be conducive to easy maintenance and upkeep.
2. Materials and finishes shall be selected for durability, wear, and beauty.

   Proper measures and devices shall be incorporated to protect against neglect, damage, and abuse.

3. The design shall include provisions for washing and cleaning buildings and structures and controlling dirt and refuse. Configurations that tend to catch and accumulate debris, leaves, trash, dirt, and rubbish shall be avoided.

H FACTORS FOR EVALUATION

The following factors and characteristics relating to development, and which affect appearance, will govern the Appearance Board's evaluation of a design submission after the Office of the Building Official has advised the Board that the plan conforms to Village ordinances:

LOGIC OF DESIGN

EXTERIOR SPACE UTILIZATION

ARCHITECTURAL CHARACTER

ATTRACTIVENESS

MATERIAL SELECTION

HARMONY AND COMPATIBILITY

CIRCULATION—VEHICULAR AND PEDESTRIAN

MAINTENANCE ASPECTS

VII. Conclusion & Findings of Fact:

As the staff report outlines, the Planning, Zoning and Adjustment Board must determine if the Applicant has met the prerequisites for granting Site Plan and Appearance Review approval. If the Planning, Zoning and Adjustment Board approves the Site Plan and Appearance Review petition, staff suggests the following conditions:

1. The most stringent requirements of Exhibit "A" Community Development Department Report and Recommendation dated July 11, 2024, and strict compliance with the Exhibits listed below, which are attached hereto and made a part hereof as Exhibit "B".

    a. Minor PUD Amendment Application dated May 30, 2024
    b. Justification Statement dated July 11, 2024
    c. Location Map dated July 11, 2024
    d. Existing Elevations of the Proposed Site dated July 11, 2024
    e. Existing Elevations of Surrounding Area dated July 11, 2024
    f. Special Warranty Deed dated May 30, 2024
    g. Matteo's General Plans prepared by Core Level Architecture dated August 12, 2024 (13 pages)
    h. Narrative for Revisions prepared by Core Level Architecture dated August 12, 2024

2. The outdoor seating areas' planters, landscaping, and fencing shall be no less than two (2) feet in height. (Planning and Zoning)

3. The outdoor seating areas shall meet all building regulations governing general and handicapped accessibility. (Planning and Building)

4. The outdoor seating areas shall only be restricted to tables and chairs and the required screening materials. Such items shall be compatible in color and style with the exterior of the building and shall not contain or have affixed to them any sign, lettering, or advertising of any kind. (Planning and Zoning)

5. The outdoor seating areas shall meet all health codes and other applicable code requirements for restaurants. (Planning and Zoning)

6. The outdoor seating areas shall be maintained securely whenever the food services establishment is closed to the public. (Planning and Zoning)

7. All sales and service of food and beverages in the outdoor seating areas are prohibited between 10:30 pm and 7:00 am Sunday through Thursday and between 11:00 pm and 7:00 am Friday and Saturday. (Planning and Zoning)

8. The outdoor seating areas shall comply with the Village's noise regulations. (Planning and Zoning)

9. The applicant shall provide an 8’ walkway excluding the 3’ walkway outside the covered outdoor seating area. (Planning and Zoning)

10. Anywhere where painted wood is noted in the submitted plans, it shall be substituted by painted aluminum in a color to match the proposed approved building colors.(Building)

11. The site plan shall be revised as necessary to reflect all conditions of approval and re-submitted before the issuance of building permits. (Planning and Zoning)

12. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Completion. (Planning and Building)

13. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the “Village of North Palm Beach”. (Planning and Zoning)

PLANNING, ZONING AND ADJUSTMENT BOARD ACTION – August 6, 2024

On a motion by Board Member Hogarth and a second by Board Member Hullihan, the Planning, Zoning and Adjustment Board unanimously approved (6-0) the Matteo’s PUD Amendment as presented with the following additional conditions:

3. The applicant shall provide an 8’ walkway excluding the 3’ walkway outside the covered outdoor seating area.
4. Anywhere where painted wood is noted in the submitted plans, it shall be substituted by painted aluminum in a color to match the proposed approved building colors.

VILLAGE COUNCIL ACTION (FIRST READING) – August 22, 2024

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Exhibit B
Location Map

THE VILLAGE OF
NORTH PALM BEACH
JULY 11 2024
COMMUNITY DEVELOPMENT
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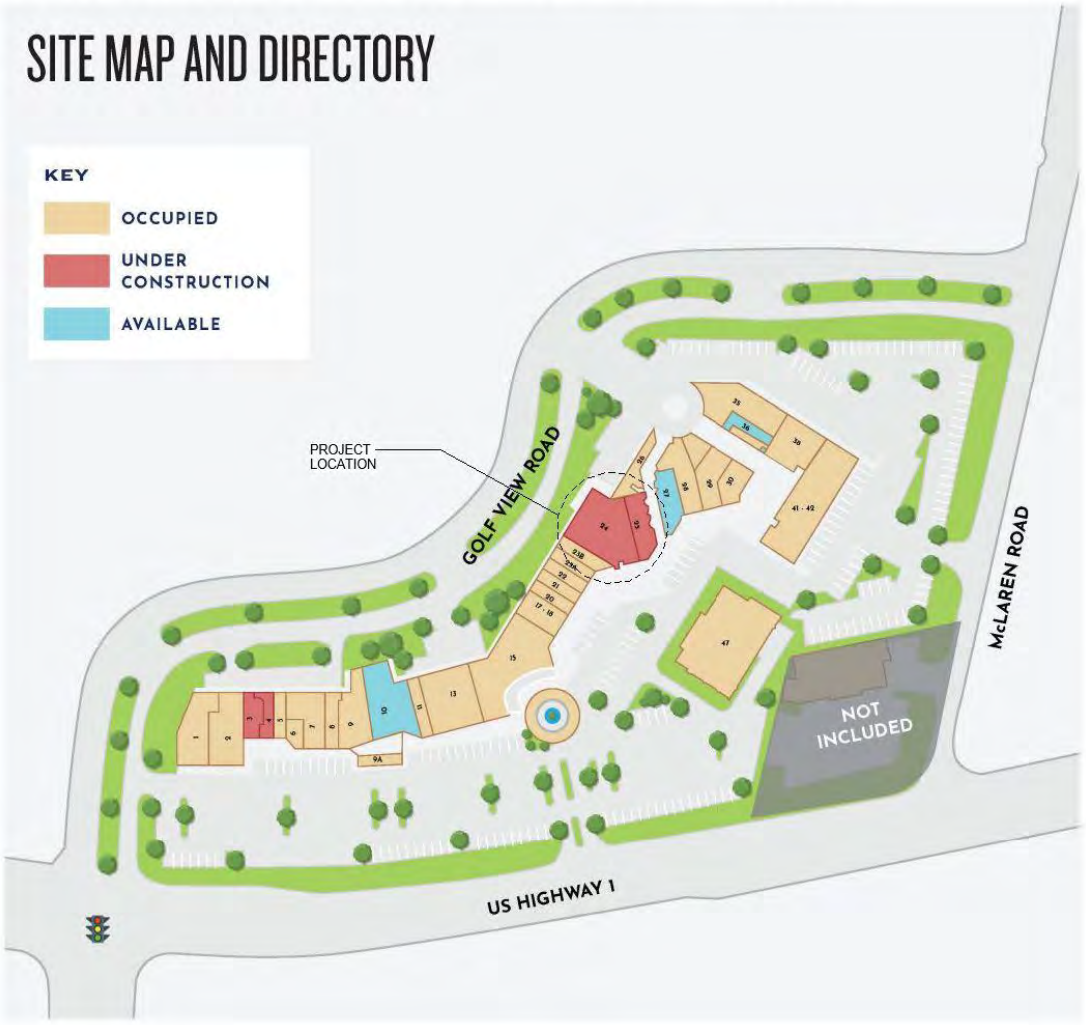
CORE LEVEL ARCHITECTURE

Location Map

CRYSTAL COVE COMMONS

1201 US Highway One, North Palm Beach, Florida 33408



Core Level Architecture, D.P.C.
dba Core Level Architecture, D.P.C. Company (FL lic. # AR102124)
308 Maltbie Street, Suite 200, Syracuse, NY 13204 Phone: (315) 233-1311 Fax: (315) 233-1314

VILLAGE OF
NORTH PALM BEACH

MAY 30 2024

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Village of North Palm Beach

Universal Planning and Zoning Application

Instructions to Applicant

This application shall be submitted with the required items identified in the Application Matrix.

Separate Applications must be submitted when multiple applications are associated with the same request.

Contact Community Development Department at 561-841-3365 for a pre-application submittal meeting.

Please check each relevant application box below:

☐ Annexation	☐ PUD Amendment Major	☐ Variance (Sign)
☐ Comprehensive Plan	☐ Plat Preliminary	☐ Variance
☐ Master Sign Plan Program	☐ Plat Final	☐ Waiver
☐ Planned Unit Development	☐ Similar Use	☐ Zoning Map Amendment
☒ PUD Amendment Minor	☐ Special Exception	☐ Zoning Text Amendment

Other:

☐ Appeal of Administrative Decision	☐ Postponement & Decision Withdrawal
☐ Extension of Time	☐ Pre-application meeting

Project Name MATTEO'S restaurant - Exterior - Crystal Cove Commons, North Palm Beach, FL

Agent's Name Joseph Anthony (with Core Level Architecture dba Core Level Architecture D.P.C. Company)

Address 308 Maltbie Street, Suite 200

City Syracuse State NY Zip 13204

Phone 315/ 233-1300 Fax 315/ 233-1314

Email mdouglas@corelevelarch.com

Owner's Name Crystal Cove Commons LLC
c/o American Commercial Realty Corp.

Address 300 Avenue of the Champions, Suite 140

City Palm Beach Gardens State FL Zip 33418

Phone 561/ 775-1300 Fax 561/ 775-8088

Email bseidel@amcomrealty.com Contact: Brock Seidel

Correspondence Address: *(If different than agent or owner)*

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

This is the address to which all agendas, letters and other materials will be forwarded.

Project Location & Address MATTEO'S restaurant - Exterior - Crystal Cove Commons, 1201 US-1 Suites 24 & 25, North Palm Beach, FL 33408

Parcel Identification Number(s) 68-43-42-09-10-000-0010

Property Size (Square feet/Acres) Outdoor dining area = 2,148 SF

Existing Use of Property previous restaurant outdoor dining area

Proposed Use of Property outdoor dining area for Matteo's restaurant

Existing Future Land Use Designation N/A

Proposed Future Land Use Designation N/A

Existing Zoning of Property "C-S" Shopping Commercial District within a "CPUD" Commercial Planned Unit Development

Proposed Zoning of Property same as existing

VILLAGE OF
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Planned Unit Development Amendment Submittal Checklist

Instructions to Applicant:

Answer all questions completely.

A filing fee in the amount of $1,500.00, advertising fees in the amount of $1500.00 and special services fees in the amount of $2,000 for major amendment and a filing fee in the amount of $500.00, advertising fees in the amount of $1500.00 and special services fees in the amount of $2,000 must accompany this application. **Since advertising and special services costs vary, the final amount will be reconciled upon receipt of invoices from the newspaper and consultants.**

Provide required attachments (warranty deed, survey and plans) as shown on the attached checklist.

Petitioner's Statement: (Explanation and reason for the request).

Use attachments as necessary.

Minor renovations to existing outdoor dining area and primary entry to space.

Applicant's Statement of Justification (Attach additional sheets as necessary).

The applicant is to explain how the request conforms to the following findings:

A. That the proposed change would not be contrary to the Village's Future Land Use Element and would not have an adverse effect on the Comprehensive Plan.

N/A - minor renovations to existing footprint of outdoor dining area of existing tenant space

B. That the proposed use or uses shall be of such location, size and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated.

N/A - minor renovations to existing footprint of outdoor dining area of existing tenant space

C. That the proposed use or uses shall not be detrimental to the orderly development of adjacent zoning districts.

Existing use is not being modified - minor renovations to existing outdoor dining area within existing footprint of tenant space.

D. That the location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it, shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood.

N/A

E. That the location and height of buildings, the location, nature and height of walls and fences, and the nature and extent of landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.

N/A

F. That the standards of density and required open space in the proposed project are at least equal to those required by this ordinance in the zoning district in which the proposed project is to be located, except as may be permitted for key redevelopment sites through subsection 45-35.1. VIII.

Use is remaining the same...this is a minor renovation to an existing restaurant space within existing plaza

G. That there shall be no uses within the proposed project which are not permitted uses in the zoning district in which the proposed project is to be located.

There is no change in use.

Note: Additional attachments may be added to provide more information in answering questions.

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CORE LEVEL ARCHITECTURE

Existing Elevations of Surrounding Area

Core Level Architecture, D.P.C.
308 Maltbie St., Suite 200, Syracuse, NY 13204 Phone: (315) 233-1311 Fax: (315) 233-1314

VILLAGE OF
NORTH PALM BEACH

MAY 30 2024

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CFN 20210561872
OR BK 33123 PG 1747
RECORDED 12/09/2021 11:51:37
Palm Beach County, Florida
AMT 36,235,000.00
DEED DOC 253,645.00
Joseph Abruzzo
Clerk
Pgs 1747-1752; (6Pgs)

Prepared by TigerLaw:

Nat Piggee

220 North Green Street

Chicago, Illinois 60607

Tax Parcel ID Number: 68-43-42-09-10-000-0010

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made this 23 day of November, 2021

By

PEARLAND RJR, LLC, a Texas limited liability company

1180 S. BEVERLY DRIVE, SUITE 700

LOS ANGELES, CA 90035

as Grantor,

To

CRYSTAL COVE COMMONS LLC, a Florida limited liability company, as Grantee, whose address is:

300 AVENUE OF THE CHAMPIONS, SUITE 140

PALM BEACH GARDENS, FL 33418

as Grantee;

The Grantor, for and in consideration of Ten and No/100 Dollars ($10.00), lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to the Grantee, its successors and assigns forever, the following described parcel of land located in Palm Beach County, Florida, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference

(The foregoing real property, together with all improvements and fixtures located thereon, are sometimes collectively referred to herein as the "Property")

TOGETHER with all improvements located thereon and all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is made subject only to those encumbrances set forth on **Exhibit B** attached hereto and made a part hereof, without intending to reimpose same.

The Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Printed Name of Witness

Witness Signature

Printed Name of Witness

GRANTOR:

PEARLAND RJR LLC, a Texas limited liability company

By:

Name: Robert Rivani

Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles) ss:

Subscribed and sworn to (or affirmed) before me on this 18th day of November, 2021, by Robert Rivani, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature _____
(Seal)

Notary Public

Evidence produced: CA Drivers License

EXHIBIT A

Legal Description of Property

Lots 1 and 2, GOLFVIEW ADDITION TO THE VILLAGE OF NORTH PALM BEACH, according to the plat thereof, recorded in Plat Book 28, Page 199, of the Public Records of Palm Beach County, Florida.

EXHIBIT B

Matters Excluded from Grantor's Warranties

1. General or special taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
2. All matters contained on the Plat of GOLFVIEW ADDITION TO VILLAGE OF NORTH PALM BEACH, as recorded in [Plat Book 28, Page 199], of the Public Records of Palm Beach County, Florida.
3. Resolution Fixing Setback Requirements along State Road No. 5 recorded in Deed [Book 1045, Page 327], Public Records of Palm Beach County, Florida.
4. Agreement by and between North Palm Beach, Inc. and North Palm Beach Utilities, Inc., in regards to the construction of a central water and sewer system recorded in Deed [Book 1145, Page 135], Public Records of Palm Beach County, Florida. Amendment to Agreement recorded in Official Records [Book 87, Page 317], Public Records of Palm Beach County, Florida. As affected by Assignment and Assumption Agreements recorded in Official Records [Book 5542, Page 1399]; Official Records [Book 6002, Page 62] and Official Records [Book 6007, Page 1275], Public Records of Palm Beach County, Florida.
5. Easement Agreement with North Palm Beach Utilities, Inc. for the installation of pipelines for water and sewage mains recorded in Official Records [Book 674, Page 387], Public Records of Palm Beach County, Florida. As affected by Assignment and Assumption Agreements recorded in Official Records [Book 5542, Page 1399]; Official Records [Book 6002, Page 62] and Official Records [Book 6007, Page 1275], Public Records of Palm Beach County, Florida.
6. Dedication of Easement in favor of North Palm Beach Utilities, Inc. for the installation of pipelines for water and sewage mains recorded in Official Records [Book 1114, Page 420], Public Records of Palm Beach County, Florida. As affected by Assignment and Assumption Agreements recorded in Official Records [Book 5542, Page 1399]; Official Records [Book 6002, Page 62] and Official Records [Book 6007, Page 1275], Public Records of Palm Beach County, Florida.
7. Easement to Florida Power and Light Company recorded in Official Records [Book 931, Page 232], Public Records of Palm Beach County, Florida.
8. Easement to Florida Power and Light Company recorded in Official Records [Book 3798, Page 1801], Public Records of Palm Beach County, Florida.
9. Easement in favor of Seacoast Utilities, Inc. for the installation and maintenance of water lines recorded in Official Records [Book 3885, Page 1833], Public Records of Palm Beach County, Florida. As affected by Assignment and Assumption Agreements recorded in Official Records [Book 5542, Page 1399]; Official Records [Book 6002, Page 62] and Official Records [Book 6007, Page 1275], Public Records of Palm Beach County, Florida.

10. Easement to Florida Power and Light Company recorded in Official Records [Book 4007, Page 1406], Public Records of Palm Beach County, Florida.
11. Notice of Lien Rights by Seacoast Utility Authority recorded in Official Records [Book 22953, Page 1631], Public Records of Palm Beach County, Florida.
12. Notice of Interest containing easements by Seacoast Utility Authority recorded in Official Records [Book 26779, Page 403], Public Records of Palm Beach County, Florida.

CORE LEVEL ARCHITECTURE

VILLAGE OF
NORTH PALM BEACH

AUG 12 2024

COMMUNITY DEVELOPMENT
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Narrative for Revision #C (Architectural)

Date: 08.09.2024
Project: Matteo's – Exterior Package
Location: North Palm Beach, FL
Job #: 1008

Drawings involved in Revision #1 (Architectural):

G000 Cover Sheet
A100 New Work Floor Plan
A151 Enlarged Reflected Ceiling Plans
A200 Exterior Elevations
A500 Sections and Details
A501 Sections and Details
A901 Exterior 3D Views

Modifications:

The following item(s) shall be modified as indicated:

I. **G000 Cover Sheet**

a. Updated SF of Outdoor Dining Area to 1,884.
b. Updated Sheet List to include revision C drawings.
c. Updated Seating Capacity to 122 seats based upon revised seating layout provided by Dallago.
d. Updated Occupant Load to 126 Occupants based upon new SF total.
e. Updated Plumbing Fixture Count Analysis to reflect new Seating Capacity.

II. **A100 New Work Floor Plan**

a. Revised SF for Exterior Seating Area to 1,884.
b. Updated seating layout to match new layout provided by Dallago.
c. Added dimensions showing 8'-0" clear between existing exterior columns and exterior seating area.
d. Revised Furniture Schedule to match updated seating layout.
e. Added Planters detail to sheet.

III. **A151 Enlarged Reflected Ceiling Plan**

a. Modified Finish Material Schedule to match updated schedule provided by Dallago.
b. Removed "Wood" from description of decorative awning.

IV. **A200 Exterior Elevations**

a. Modified Finish Material Schedule to match updated schedule provided by Dallago.
b. Updated elevation F2 based upon revised Finish Material Schedule.

Core Level Architecture, D.P.C.
831 James Street, Syracuse, New York 13203 Phone: (315) 233-1311 Fax: (315) 233-1314

CORE LEVEL ARCHITECTURE

V. **A500 Sections and Details**

a. Revised all wood selections to AZEK pvc.

VI. **A501 Sections and Details**

a. Revised all wood selections to AZEK pvc.

VII. **A901 Exterior 3D View**

a. Revised detail A13 to change all wood selections to AZEK pvc.

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831 James Street, Syracuse, New York 13203 Phone: (315) 233-1311 Fax: (315) 233-1314

CORE LEVEL ARCHITECTURE

THE VILLAGE OF
NORTH PALM BEACH
JULY 11 2024
COMMUNITY DEVELOPMENT
RECEIVED

July 10, 2024

Record #:
Plan Check Engineer/Reviewer: Caryn Gardner-Young
Email Address: cgardner-young@village-npb.org
Phone: 561.841.3369

Minor Exterior Modifications will include the painting of existing exterior façade (walls, columns and trim). Installation of stone veneer to existing exterior wall, as well as the replacement of existing aluminum storefront with new aluminum storefront to match existing. A new cement board soffit/ceiling that includes new lighting fixtures will be constructed at the main exterior entry. A new decorative wood awning will be installed above interior entry to restaurant. New exterior lighting to be installed along face of exterior wall. Removal of existing signage and installation of new signage will be included in exterior modifications. New furniture will be added to create a new seating layout. Existing planting areas will remain as is with the addition of new planters to be used as screening.

These modifications are needed for a multitude of reasons. Creating a more attractive and comfortable outdoor dining area can enhance the overall dining experience, encouraging customers to stay longer and visit more frequently. Additionally, renovating outdoor areas allows a restaurant to increase its seating capacity without needing to expand the building itself, thus accommodating more customers during peak times and can directly translate to higher revenue, especially during favorable weather conditions

In light of recent health concerns, expanding outdoor seating can help maintain social distancing guidelines, making customers feel safer. Post-pandemic, there has been an increased preference for outdoor dining due to perceived safety benefits. Furthermore, a well-designed outdoor space can attract passersby and increase walk-in traffic, especially in busy areas. Enhancements like bright lighting, attractive signage, and appealing landscaping can draw attention to the restaurant. Thoughtful design can improve the flow of service, making it easier for staff to serve outdoor tables efficiently. A distinctive and attractive outdoor space can reinforce the restaurant's brand identity and marketing efforts.

Core Level Architecture, D.P.C.
308 Maltbie St., Suite 200, Syracuse, NY 13204 Phone: (315) 233-1311 Fax: (315) 233-1314

THE VILLAGE OF
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CORE LEVEL ARCHITECTURE

Existing Elevations of The Proposed Space

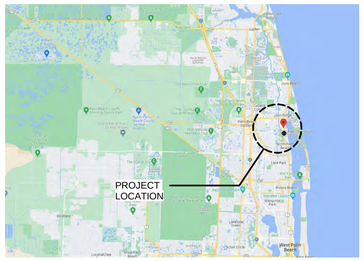
Core Level Architecture, D.P.C.
308 Maltbie St., Suite 200, Syracuse, NY 13204 Phone: (315) 233-1311 Fax: (315) 233-1314

MATTEO'S

NORTH PALM BEACH - EXTERIOR PACKAGE

1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REGIONAL MAP



SITE MAP

CONTACT INFORMATION

LANDLORD:	AMERICAN COMMERCIAL REALTY	**TENANT:**	ROTHMANN'S RESTAURANT GROUP
ADDRESS:	300 AVENUE OF THE CHAMPIONS SUITE 140 PALM BEACH GARDENS, FL 33418	ADDRESS:	6319 NORTHERN BLVD, ROUTE 106 AND 25A EAST NORWICH, NY 11732
PHONE:	561.775.1300	PHONE:	516.567.6329
E-MAIL:	info@amcomrealty.com	E-MAIL:	remy@rg1907.com

GOVERNING AGENCIES

BUILDING DEPT.:	VILLAGE OF NORTH PALM BEACH BUILDING DIVISION	**FACILITY DEPT.:**	VILLAGE OF NORTH PALM BEACH FACILITIES DIVISION
ADDRESS:	420 US HWY 1, SUITE 21 NORTH PALM BEACH, FL 33408	ADDRESS:	645 PROSPERITY FARMS ROAD NORTH PALM BEACH, FL 33408
PHONE:	561.841.3365	PHONE:	561.691.3443
E-MAIL:	permits@village-npb.org	E-MAIL:	bbruckner@village-nbp.org
FIRE DEPARTMENT:	VILLAGE OF NORTH PALM BEACH FIRE RESCUE		
ADDRESS:	560 US HWY 1 NORTH PALM BEACH, FL 33408		
PHONE:	561.841.3374		
E-MAIL:	firechief@village-npb.org		

GENERAL PROJECT NOTES

PLEASE NOTE ALL CONTRACTORS ARE REQUIRED TO REVIEW ALL DRAWINGS, SPECIFICATIONS, AND PROJECT SITE CONDITIONS. CONTRACTORS ARE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THE PROJECT SITE IN ORDER TO VERIFY THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID TO THE OWNER AND/OR OWNER REPRESENTATIVE. ANY DISCREPANCIES BETWEEN SITE CONDITIONS AND DRAWINGS, OR ANY OMISSIONS ON THE PLANS SHALL BE REPORTED IN WRITING TO OWNER AND/OR OWNER REPRESENTATIVE TO SUBMIT AND OBTAIN APPROVAL FROM ARCHITECT.

PLEASE FURTHER NOTE OWNER AND/OR OWNER REPRESENTATIVE WILL NOT PAY ANY ADDITIONAL COMPENSATION FOR LABOR, EQUIPMENT, OR MATERIALS REQUIRED, DUE TO DIFFICULTIES ENCOUNTERED OR CONDITIONS AT THE PROJECT SITE, WHICH SHOULD HAVE BEEN KNOWN OR FORESEEN BY CONTRACTOR DURING ITS PHYSICAL EXAMINATION OF THE PROJECT SITE. IN ADDITION, NO SUBSTITUTE OF SPECIFIED MATERIALS, COLORS, SIZES, OR FINISHES SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF OWNER AND/OR OWNER REPRESENTATIVE AND/OR ARCHITECT. PLEASE PROVIDE SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES TO OWNER AND/OR OWNER REPRESENTATIVE TO BE FORWARDED ON TO ARCHITECT FOR APPROVAL OF ANY PROPOSED SUBSTITUTION.

ALL WORK SHALL CONFORM TO LANDLORD CRITERIA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN, REVIEW & UNDERSTAND THE LANDLORD CRITERIA AND TO INCLUDE ADJUSTMENTS FOR WORK REQUIRED PER LANDLORD CRITERIA IN THE BID PROPOSAL.

PROJECT DATA / CODES

PROJECT DESCRIPTION:

THE PROJECT IS AN EXTERIOR RENOVATION OF EXISTING OUTDOOR DINING AREA.

ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS AND DRAWINGS, AND SHALL SATISFY ALL GOVERNING BODIES INVOLVED. ALL PERMITS AND LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHALL BE PROCURED AND PAID FOR BY THE CONTRACTOR INVOLVED.

APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- FLORIDA BUILDING CODE 8th EDITION (2023) - BUILDING (FBC-B)
- FLORIDA BUILDING CODE 8th EDITION (2023) - ENERGY CONSERVATION (FBC-EC)
- FLORIDA BUILDING CODE 8th EDITION (2023) - EXISTING BUILDING (FBC-EB)
- FLORIDA BUILDING CODE 8th EDITION (2023) - MECHANICAL (FBC-M)
- FLORIDA BUILDING CODE 8th EDITION (2023) - PLUMBING (FBC-P)
- FLORIDA BUILDING CODE 8th EDITION (2023) - ACCESSIBILITY (FBC-A)
- FLORIDA FIRE PREVENTION CODE 8th EDITION (FFPC)
- NATIONAL ELECTRICAL CODE 2020 EDITION (NEC)

WHERE THERE IS CONFLICT OR INCONSISTENCY BETWEEN THE REQUIREMENTS OF THE CODES NOTED ABOVE AND OTHER APPLICABLE LAWS AND RULES, UNLESS OTHERWISE REQUIRED, SUCH CONFLICT SHALL BE RESOLVED IN FAVOR OF THE MORE RESTRICTIVE REQUIREMENT.

CHAPTER 3 - USE and OCCUPANCY CLASSIFICATION:

PROPOSED PRIMARY TENANT OCCUPANCY CLASSIFICATION: A-2
CALCULATED OCCUPANT LOAD (15 GSF / OCC.): 126 OCCUPANTS (C)
SEATING CAPACITY: 122 SEATS

CLIMATE ZONE: 2

THE EXISTING BUILDING WAS DESIGNED and BUILT TO THE FOLLOWING PARAMETERS ALLOWED BY CODE AT THE TIME OF ITS CONSTRUCTION:

CHAPTER 5 - GENERAL BUILDING HEIGHTS and AREAS

BUILDING LIMITATIONS: EXISTING TO REMAIN WITHOUT ALTERATION

AREA CALCULATIONS:
PRIMARY TENANT SF: ~~7,105 GROSS SF~~
OUTDOOR DINING AREA SF: 1,884 GROSS SF (C)

CHAPTER 6 - TYPES OF CONSTRUCTION

CONSTRUCTION TYPE: I A

CHAPTER 8 - INTERIOR FINISHES

ALL INTERIOR FINISHES SHALL HAVE A FLAME SPREAD INDEX NOT GREATER THAN THE CLASSIFICATION OUTLINED PER OCCUPANCY GROUPS IN TABLE 803.11. PLEASE NOTE THAT ALL FINISHES WILL ADHERE TO THE STRICTER GUIDELINES SET FORTH BY THE PRIMARY OCCUPANCY.

PRIMARY

OCCUPANCY A-2 (SPRINKLERED)

INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS, AND EXIT PASSAGEWAYS: CLASS B
CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND EXIST ACCESS RAMPS: CLASS B
ROOMS AND ENCLOSED SPACES: CLASS C

SECONDARY

OCCUPANCY B (SPRINKLERED)

INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS, AND EXIT PASSAGEWAYS: CLASS B
CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND EXIST ACCESS RAMPS: CLASS C
ROOMS AND ENCLOSED SPACES: CLASS C

OCCUPANCY S (SPRINKLERED)

INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS, AND EXIT PASSAGEWAYS: CLASS C
CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND EXIST ACCESS RAMPS: CLASS C
ROOMS AND ENCLOSED SPACES: CLASS C

OCCUPANCY U (SPRINKLERED)

NO RESTRICTIONS

CHAPTER 9 - FIRE PROTECTION SYSTEMS

EXISTING SYSTEM TO REMAIN. EXISTING HEADS TO BE TURNED UP. SYSTEM SHALL REMAIN OPERATIONAL THROUGHOUT CONSTRUCTION PROCESS.
EXISTING AUTOMATIC SPRINKLER SYSTEM MODIFICATION SHALL BE PROVIDED IN THIS BUILDING UNDER A SEPARATE PERMIT SUBMISSION.

GENERAL PROJECT NOTES

THE FOLLOWING WILL BE PART OF A SEPARATE SUBMISSION FOR PERMITTING:

- FIRE PROTECTION SYSTEMS - SPRINKLER AND ALARM
- EXTERIOR SIGNAGE

SHEET NUMBER	SHEET NAME	Issue Date	Revision No.	Revision Issue Date
G000	COVER SHEET	05.10.24	C	08.09.24
G001	GENERAL PROJECT NOTES, STANDARDS and SUBMITTAL REQUIREMENTS	05.10.24	A	04.29.24
G002	GENERAL PROJECT NOTES, STANDARDS AND SUBMITTAL REQUIREMENTS	05.10.24	A	04.29.24
D100	DEMOLITION AND PREPARATION PLAN	05.10.24	A	04.29.24
A100	NEW WORK FLOOR PLAN	05.10.24	C	08.09.24
A150	NEW WORK REFLECTED CEILING PLAN	05.10.24	A	04.29.24
A151	ENLARGED REFLECTED CEILING PLANS	05.10.24	C	08.09.24
A200	EXTERIOR ELEVATIONS	05.10.24	C	08.09.24
A410	DOOR TYPES, ALUMINUM STOREFRONT TYPES AND DETAILS	05.10.24	A	04.29.24
A500	SECTIONS AND DETAILS	05.10.24	C	08.09.24
A501	SECTIONS AND DETAILS	05.10.24	C	08.09.24
A900	EXTERIOR - 3D VIEWS	05.10.24	B	07.10.24
A901	EXTERIOR - 3D VIEWS	05.10.24	C	08.09.24

(C)

LANDLORD NOTES

ANY CHANGES TO THESE PLANS AFTER DATE APPROVED MUST BE RESUBMITTED FOR LANDLORD APPROVAL WITH CHANGES SPECIFICALLY NOTED.

1. DAILY CLEANUP SHALL TAKE PLACE. NO DEBRIS, TOOLS, OR EQUIPMENT TO BE LEFT OUTSIDE OF LEASED PREMISES WITHOUT PRIOR AUTHORIZATION FROM PROPERTY MANAGEMENT WITH AN AGREED UPON STAGING AREA.
2. NEW FIRE SUPPRESSION SYSTEM OR MODIFICATIONS TO THE EXISTING SYSTEM SHALL NOT ADVERSELY AFFECT ADJACENT TENANT'S OR REMAINDER OF THE SHOPPING CENTER'S CODE COMPLIANCE OR OPERATION.
3. CONTRACTOR TO COORDIANTE WITH PROPERTY MANAGEMENT 48 HOURS PRIOR TO COMMENCING ANY WORK ON THE FIRE SUPPRESSION SYSTEM AND/OR FIRE ALARM SYSTEM.
4. ANY MODIFICATIONS OR DAMAGES TO TEH EXTERIOR MUST BE PATCHED AND REPAIRED TO MATCH EXISTING CONDITIONS.
5. ANY DAMAGES TO DRIVES, SIDEWALKS, SHOPPING CENTER'S COMMON UTILITIES, ETC. MUST BE REPAIRED TO LIKE NEW AND OPERATIONAL CONDITION.
6. DEMOLITION TO EXISTING F.F.E. NOT BEING REUSED MUST BE COMPLETE. DEMOLITION TO EXISTING FINISHES SUCH AS CEILING SYSTEMS, WALL SYSTEMS, FLOORING, ETC. MUST BE FULLY REMOVED, ELECTRICAL CIRCUITS REMOVED BACK TO SOURCE, WATER PIPING REMOVED BACK TO SOURCE, SEWER CAPPED BELOW SOG, RTUs REMOVED FROM ROOFTOP, DUCT WORK REMOVED, ETC.
7. ANY EXTERIOR PENETRATIONS NEED TO BE WEATHER SEALED. CONTACT PROPERTY MANAGEMENT FOR ROOFING PENETRATIONS AS THE ROOF STILL MAY BE UNDER WARRANTY.
8. CONTRACTOR TO PROVIDE NEW METER (ELECTRIC, WATER, GAS) INFORMATION TO PROPERTY MANAGEMENT IF APPLICABLE.
9. ANY EXHAUSTS, VENTS, AND THE LIKE TO BE INSTALLED AND MAINTAIN A MINIMUM OF 15' AWAT FROM ADJACENT TENAT'S FRESH AIR INTAKES, RTUs AND THE LIKE.
10. ALL ADDED AND EXISTING CIRCUITS ON AND WITHIN EXTERIOR ROOF STRUCTURE ARE TO BE ON TENANT'S ELECTRICAL PANEL.
11. NO DEMOLITION OF ANY STRUCTURAL OR EXTERIOR ELEMENTS, OR ANYTHING THAT EFFECTS THE ENVELOPE OF THE LEASED PREMISES (PENETRATIONS, ROOF WORK, SOG, ETC.) MAY TAKE PLACE WITHOUT FULL AND FINAL PLANS BEING SUBMITTED AND APPROVED BY LANDLORD OR ANY DEMOLITION NOTES SPECIFICALLY MARKED IN THE LEGEND.
12. PERMIT MUST BE OBTAINED BY THE AHJ PRIOR TO ANY COMMENCEMENT OF WORK.
13. ANY AND ALL NOISY/LOUD WORK MUST BE COMPLETED DURING OFF HOURS.
14. DUMPSTER LOCATION(S) MUST BE COORDINATED WITH PROPERTY MANAGEMENT.
15. TENANT OR TENANT'S DESIGN TEAM TO CONFIRM IN WRITING THERE ARE TO BE NO ALTERATION'S TO THE ROOF, ROOF STRUCTURE OR AWNING.

PLUMBING FIXTURE COUNT ANALYSIS

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES: 2023 FLORIDA PLUMBING CODE CH. 4 TABLE 403.1 FOR FIXTURE QUANTITIES (C)

OCCUPANCY: **A-2 -** OCCUPANT LOAD: **383 OCCUPANTS (PER 2023 FPC TABLE 403.1)**
CALCULATED OCCUPANT LOAD - 257 (INTERIOR) + 126 (EXTERIOR)

A-2 OCCUPANCY FIXTURE QUANTITIES

FIXTURE TYPE	MALE OCCUPANTS 383/ 2 = 192 (C)		FEMALE OCCUPANTS 383/ 2 = 192 (C)	
	CODE REQUIREMENT	TOTAL PROVIDED	CODE REQUIREMENT	TOTAL PROVIDED
WATER CLOSETS	1 PER 75	**2**	1 PER 75	**3**
URINALS	N/A	**1**	N/A	N/A
LAVATORIES	1 PER 200	**3**	1 PER 200	**3**
SHOWERS	NO QUANTITY REQUIREMENT PER CODE			
DRINKING FOUNTAINS	N/A	**-**	N/A	**-**
OTHER (SERVICE SINKS)	1 REQUIRED	**1**	1 REQUIRED	**1**

GENERAL NOTES

A. SEE COVER SHEET FOR ADDITIONAL CODE COMPLIANCE INFORMATION.
B. SEE CC300 DRAWING SERIES FOR ACCESSIBILITY COMPLIANCE INFORMATION.
C. NOT MORE THAN 67% OF THE REQUIRED NUMBER OF WATER CLOSEST MAY BE URINALS.

ARCHITECT

CORE LEVEL ARCHITECTURE
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ENGINEER

SEAL

STATE OF FLORIDA · JEREMY ARTS · 10/01/24 · REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
B	07.10.24		CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

COVER SHEET

SHEET NUMBER

G000

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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SUBSTITUTIONS REQUIREMENTS

A. SUBSTITUTION: A PRODUCT OR SYSTEM PROPOSED FOR SUBSTITUTION, AFTER THE AWARD OF CONTRACT, WHOSE COMPONENTS OR CHARACTERISTICS DIFFER FROM THE SPECIFIED CRITERIA FOR THAT PRODUCT OR SYSTEM. IF ACCEPTED, A SUBSTITUTION MAY RESULT IN A CHANGE TO THE CONTRACT AMOUNT. SUBSTITUTIONS WILL ONLY BE ACCEPTED IN THE EVENT THAT PRODUCTS OR SYSTEMS ARE DISCONTINUED.

B. THE MATERIALS, PRODUCTS AND EQUIPMENT DESCRIBED IN THE CONTRACT DOCUMENTS ESTABLISH A STANDARD OF REQUIRED FUNCTION, DIMENSION, APPEARANCE AND QUALITY TO BE MET BY ANY PROPOSED SUBSTITUTION.

C. SUBSTITUTIONS WILL ONLY BE CONSIDERED WHEN A PRODUCT BECOMES UNAVAILABLE THROUGH NO FAULT OF THE CONTRACTOR.

D. DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS. SUCH REQUESTS SHALL INCLUDE THE NAME OF THE MATERIAL OR EQUIPMENT FOR WHICH IT IS TO BE SUBSTITUTED AND A COMPLETE DESCRIPTION OF THE PROPOSED SUBSTITUTION INCLUDING DRAWINGS, PERFORMANCE AND TEST DATA, AND OTHER INFORMATION NECESSARY FOR AN EVALUATION. A STATEMENT SETTING FORTH CHANGES IN OTHER MATERIALS, EQUIPMENT OR OTHER PORTIONS OF THE WORK, INCLUDING CHANGES IN THE WORK OF OTHER CONTRACTS, SHALL BE INCLUDED. THE BURDEN OF PROOF OF THE MERIT OF THE PROPOSED SUBSTITUTION IS UPON THE PROPOSER. THE ARCHITECT/ENGINEER'S DECISION OF APPROVAL OR DISAPPROVAL SHALL BE FINAL.

E. A REQUEST CONSTITUTES A REPRESENTATION THAT THE CONTRACTOR:

1. HAS INVESTIGATED PROPOSED PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS THE QUALITY LEVEL OF THE SPECIFIED PRODUCT.
2. WILL PROVIDE THE SAME WARRANTY FOR THE SUBSTITUTION AS FOR THE SPECIFIED PRODUCT.
3. WILL COORDINATE INSTALLATION AND MAKE CHANGES TO OTHER WORK WHICH MAY BE REQUIRED FOR THE WORK TO BE COMPLETE WITH NO ADDITIONAL COST TO OWNER.
4. WAIVES CLAIMS FOR ADDITIONAL COSTS OR TIME EXTENSIONS WHICH MAY SUBSEQUENTLY BECOME APPARENT.
5. WILL REIMBURSE OWNER FOR REVIEW OR REDESIGN SERVICES ASSOCIATED WITH RE-APPROVAL BY ARCHITECT/ ENGINEER.

F. SUBSTITUTIONS WILL NOT BE CONSIDERED WHEN THEY ARE INDICATED OR IMPLIED ON SHOP DRAWING OR PRODUCT DATA SUBMITTALS, WITHOUT SEPARATE WRITTEN REQUEST, OR WHEN ACCEPTANCE WILL REQUIRE REVISION TO THE CONTRACT DOCUMENTS.

G. ANY SUBSTITUTIONS OR MODIFICATIONS THAT ARE THE RESULT OF LOCAL AND STATE GUIDELINES, CONTRACTOR SHALL PROVIDE CODE / GUIDELINE SECTION AS PART OF SUBSTITUTION REQUEST.

H. WHEN A LIGHTING TYPE SUBSTITUTION IS REQUESTED, A PHOTOMETRIC PLAN SHALL BE PROVIDED INDICATING THE PROPOSED SUBSTITUTION IS AN EQUAL SUBSTITUTION.

I. SUBSTITUTION SUBMITTAL PROCEDURE:

1. SUBMIT THREE (3) COPIES OF REQUEST FOR SUBSTITUTION FOR CONSIDERATION. LIMIT EACH REQUEST TO ONE PROPOSED SUBSTITUTION.
2. SUBMIT SHOP DRAWINGS, PRODUCT DATA, AND CERTIFIED TEST RESULTS ATTESTING TO THE PROPOSED PRODUCT EQUIVALENCE. BURDEN OF PROOF IS ON THE PROPOSER.
3. THE ARCHITECT/ENGINEER WILL NOTIFY CONTRACTOR IN WRITING OF DECISION TO ACCEPT OR REJECT REQUEST.

SUBMITTALS and SHOP DRAWING REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS FOR CONTRACTORS RELATED TO SUBSTITUTIONS AND SUBMITTALS.

SUBMITTAL PROCEDURES

A. TRANSMIT EACH SUBMITTAL WITH STANDARD SUBMITTAL FORM.

B. SEQUENTIALLY NUMBER THE TRANSMITTAL FORMS. MARK REVISED SUBMITTALS WITH ORIGINAL NUMBER AND SEQUENTIAL ALPHABETIC SUFFIX.

C. IDENTIFY PROJECT, CONTRACTOR, SUBCONTRACTOR OR SUPPLIER; PERTINENT DRAWING SHEET AND DETAIL NUMBER(S), AND SPECIFICATION SECTION NUMBER (IF APPLICABLE), APPROPRIATE TO SUBMITTAL.

D. APPLY CONTRACTOR'S STAMP, SIGNED OR INITIALED CERTIFYING THAT REVIEW, VERIFICATION OF PRODUCTS REQUIRED, FIELD DIMENSIONS, ADJACENT CONSTRUCTION WORK, AND COORDINATION OF INFORMATION, IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE WORK AND CONTRACT DOCUMENTS.

E. SCHEDULE SUBMITTALS TO EXPEDITE THE PROJECT, AND DELIVER TO CONSTRUCTION MANAGER AT BUSINESS ADDRESS. COORDINATE SUBMISSION OF RELATED ITEMS.

F. FOR EACH SUBMITTAL REVIEW, ALLOW SEVEN (7) BUSINESS DAYS EXCLUDING DELIVERY TIME TO AND FROM AnCOR. ANY SUBMITTALS SUBMITTED VIA E-MAIL AFTER 5 PM (EST) SHALL BE CONSIDERED RECEIVED ON THE FOLLOWING BUSINESS DAY.

G. IDENTIFY VARIATIONS FROM CONTRACT DOCUMENTS AND PRODUCT OR SYSTEM LIMITATIONS, WHICH MAY BE DETRIMENTAL TO SUCCESSFUL PERFORMANCE OF THE COMPLETED WORK.

H. WHEN REVISED FOR RESUBMISSION, IDENTIFY CHANGES MADE SINCE PREVIOUS SUBMISSION.

I. DISTRIBUTE COPIES OF REVIEWED SUBMITTALS AS APPROPRIATE. INSTRUCT PARTIES TO PROMPTLY REPORT INABILITY TO COMPLY WITH REQUIREMENTS.

J. SUBMITTALS NOT REQUESTED WILL NOT BE RECOGNIZED OR PROCESSED.

PROPOSED PRODUCTS LIST

A. WITHIN THREE (3) CALENDAR DAYS AFTER DATE OF NOTICE TO PROCEED, SUBMIT COMPLETE LIST OF MAJOR PRODUCTS PROPOSED FOR USE, WITH NAME OF MANUFACTURER, TRADE NAME, AND MODEL NUMBER OF EACH PRODUCT.

B. FOR PRODUCTS SPECIFIED ONLY BY REFERENCE STANDARDS, GIVE MANUFACTURER, TRADE NAME, MODEL OR CATALOG DESIGNATION, AND REFERENCE STANDARDS.

SHOP DRAWINGS

A. PRODUCT DATA: SUBMIT TO CONSTRUCTION MANAGER FOR REVIEW BY THE ARCHITECT/ENGINEER FOR LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS. PROVIDE COPIES AND DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURES ARTICLE AND FOR RECORD DOCUMENTS PURPOSES.

B. INDICATE SPECIAL UTILITY AND ELECTRICAL CHARACTERISTICS, UTILITY CONNECTION REQUIREMENTS, AND LOCATION OF UTILITY OUTLETS FOR SERVICE OR FUNCTIONAL EQUIPMENT AND APPLIANCES.

C. SUBMIT THREE (3) OPAQUE REPRODUCTIONS, WHICH WILL BE RETAINED BY CONSTRUCTION MANAGER, PLUS ONE (1) REPRODUCIBLE TRANSPARENCY, WHICH WILL BE RETURNED TO THE CONTRACTOR.

D. AFTER REVIEW, DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURE ARTICLE ABOVE AND PROVIDE COPIES FOR RECORD DOCUMENTS.

PRODUCT DATA

A. PRODUCT DATA: SUBMIT TO ARCHITECT/ENGINEER FOR REVIEW FOR LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS. PROVIDE COPIES AND DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURES ARTICLE AND FOR RECORD DOCUMENTS PURPOSES.

B. SUBMIT THREE (3) COPIES. TWO (2) COPIES WILL BE RETURNED TO THE CONTRACTOR. ONE (1) COPIES WILL BE RETAINED BY THE PROJECT MANAGER.

C. SUBMIT ONE (1) COPY OF MATERIAL SAFETY DATA SHEET FOR ALL PRODUCTS USED ON THE PROJECT, WHICH WILL BE RETAINED BY THE PROJECT MANAGER.

E. MARK EACH COPY TO IDENTIFY APPLICABLE PRODUCTS, MODELS, OPTIONS, AND OTHER DATA. SUPPLEMENT MANUFACTURERS' STANDARD DATA TO PROVIDE INFORMATION UNIQUE TO THIS PROJECT.

F. AFTER REVIEW, DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURES ARTICLE ABOVE AND PROVIDE COPIES FOR RECORD DOCUMENTS.

SAMPLES

A. PRODUCT DATA: SUBMIT TO ARCHITECT/ENGINEER FOR REVIEW FOR LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS. PROVIDE COPIES AND DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURES ARTICLE AND FOR RECORD DOCUMENTS PURPOSES.

B. SAMPLES FOR SELECTION AS SPECIFIED IN PRODUCT SECTIONS:

1. SUBMIT TO ARCHITECT/ENGINEER FOR AESTHETIC, COLOR, OR FINISH SELECTION.
2. SUBMIT SAMPLES OF FINISHES FROM FULL RANGE OF MANUFACTURERS' COLORS, TEXTURES, AND PATTERNS FOR ARCHITECT/ENGINEER SELECTION.
3. AFTER REVIEW, PRODUCE DUPLICATES AND DISTRIBUTE IN ACCORDANCE WITH SUBMITTAL PROCEDURES ARTICLE FOR RECORD DOCUMENTS PURPOSES.

C. SUBMIT SAMPLES TO ILLUSTRATE FUNCTIONAL AND AESTHETIC CHARACTERISTICS OF PRODUCTS, WITH INTEGRAL PARTS AND ATTACHMENT DEVICES. COORDINATE SAMPLE SUBMITTALS FOR INTERFACING WORK.

D. INCLUDE IDENTIFICATION ON EACH SAMPLE, WITH FULL PROJECT INFORMATION.

E. SUBMIT THE NUMBER OR SAMPLES SPECIFIED IN INDIVIDUAL SPECIFICATION SECTIONS, TWO (2) OF WHICH WILL BE RETAINED BY PROJECT MANAGER.

F. REVIEWED SAMPLES WHICH MAY BE USED IN THE WORK ARE INDICATED IN INDIVIDUAL SPECIFICATION SECTIONS.

G. SAMPLES WILL NOT BE USED FOR TESTING PURPOSES UNLESS SPECIFICALLY STATED IN SPECIFICATION SECTION.

MANUFACTURER'S INSTRUCTIONS

A. WHEN SPECIFIED IN INDIVIDUAL SPECIFICATION SECTIONS, SUBMIT MANUFACTURERS' PRINTED INSTRUCTIONS FOR DELIVERY, STORAGE, ASSEMBLY, INSTALLATION, START-UP, ADJUSTING, AND FINISHING, IN QUANTITIES SPECIFIED FOR PRODUCT DATA.

B. IDENTIFY CONFLICTS BETWEEN MANUFACTURERS' INSTRUCTIONS AND CONTRACT DOCUMENTS.

C. INDICATE SPECIAL PROCEDURES, PERIMETER CONDITIONS REQUIRING SPECIAL ATTENTION, AND SPECIAL ENVIRONMENTAL CRITERIA REQUIRED FOR APPLICATION OR INSTALLATION.

MANUFACTURERS' FIELD REPORTS

A. SUBMIT REPORTS FOR CONSTRUCTION MANAGER'S BENEFIT AS CONTRACT ADMINISTRATOR OR FOR OWNER.

B. SUBMIT REPORT IN DUPLICATE WITHIN THIRTY (30) DAYS OF OBSERVATION TO PROJECT MANAGER FOR INFORMATION.

C. SUBMIT FOR INFORMATION FOR LIMITED PURPOSE OF ASSESSING CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS.

MANUFACTURER'S CERTIFICATES

A. WHEN SPECIFIED IN INDIVIDUAL SPECIFICATION SECTIONS, SUBMIT MANUFACTURERS' CERTIFICATE TO PROJECT MANAGER FOR REVIEW, IN QUANTITIES SPECIFIED FOR PRODUCT DATA.

B. INDICATE MATERIAL OR PRODUCT CONFORMS TO OR EXCEEDS SPECIFIED REQUIREMENTS. SUBMIT SUPPORTING REFERENCE DATE, AFFIDAVITS, AND CERTIFICATIONS AS APPROPRIATE.

C. CERTIFICATES MAY BE RECENT OR PREVIOUS TEST RESULTS ON MATERIAL OR PRODUCT, BUT MUST BE ACCEPTABLE TO PROJECT MANAGER AND ARCHITECT/ENGINEER.

ERECTION (SHOP) DRAWINGS

A. SUBMIT DRAWINGS FOR CONSTRUCTION MANAGER'S BENEFIT AS CONTRACT ADMINISTRATOR OR FOR OWNER.

B. SUBMIT FOR INFORMATION FOR LIMITED PURPOSE OF ASSESSING CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS.

C. DATA INDICATING INAPPROPRIATE OR UNACCEPTABLE WORK MAY BE SUBJECT TO ACTION BY ARCHITECT/ENGINEER, OWNER, OR PROJECT MANAGER.

COORDINATION DRAWINGS

A. THE MECHANICAL CONSTRUCTION CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT FOR REVIEW COORDINATION DRAWING IN CONCERT WITH THE GENERAL, PLUMBING AND ELECTRICAL CONTRACTORS FOR THE PURPOSE OF IDENTIFYING ANY AND/OR ALL CONFLICTS AMONGST THESE CONTRACTORS. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERTINENT INFORMATION FROM THE OTHER CONTRACTORS TO PREPARE THE COORDINATION DRAWINGS AND IS RESPONSIBLE TO IDENTIFY CONFLICTS.

ABBREVIATIONS

A

A/C	AIR CONDITIONING
ACC	ACCESSIBILITY
ACT	ACOUSTIC CEILING TILE
AFC	ABOVE FINISH CEILING
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
APPROX	APPROXIMATELY

B

BD	BOARD
BLDG	BUILDING
BLK	BLOCK
B/	BOTTOM OF

C

CC	CONCRETE CONTRACTOR
CL	CENTER LINE
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CT	CERAMIC TILE

D

DEMO	DEMOLITION
DET	DETAIL
DIA, Ø	DIAMETER
DIM	DIMENSION
DWG	DRAWING

E

EA	EACH
EC	ELECTRICAL CONTRACTOR
EIFS	EXTERIOR INSULATION FINISH SYSTEM
ELEC	ELECTRICAL
ELEV	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
EU	ELECTRIC UTILITY
EX'G	EXISTING
EXT	EXTERIOR

F

FA	FIRE ALARM CONTRACTOR
FC	FINISH CARPENTRY CONTRACTOR
FD	FLOOR DRAIN
FIN	FINISH
FIXT	FIXTURE
FR	FIRE RISER
FRC	FRAMING CONTRACTOR
FRP	FIBERGLASS REINFORCED PANEL
FRT	FIRE RETARDANT TREATED
FS	FLOOR SINK
FSC	FIRE SUPPRESSION CONTRACTOR
FT	FOOT

G

Ga	GAUGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GLAZ	GLAZING
GWB	GYPSUM WALL BOARD
GYP	GYPSUM

H

HB	HOSE BIB
HC	HOLLOW CORE
HM	HOLLOW METAL
HGT	HEIGHT
HORIZ	HORIZONTAL
HVAC	HEATING VENTILATION & AIR CONDITIONING
HVC	HVAC CONTRACTOR
HW	HOT WATER

I

IN	INCH
INSUL	INSULATION
INT	INTERIOR

J

JST	JOIST

L

LAM	LAMINATE
LAV	LAVATORY
LL	LANDLORD

M

MAT	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL

N

N/A	NOT APPLICABLE
No. #	NUMBER
NTS	NOT TO SCALE

O

OA	OVERALL
OC	ON CENTER

P

PC	PLUMBING CONTRACTOR
PH	PHONE COMPANY
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLAS	PLASTIC
PLUMB	PLUMBING
PLYWD	PLYWOOD
PVC	POLYVINYL CHLORIDE
POS	POINT OF SALE TERMINAL
P.O.B.	POINT OF BEGINNING
PREP	PREPARE/ PREPARATION
PT	PAINT
PTC	PAINT CONTRACTOR

Q

QT	QUARRY TILE

R

RA	RETURN AIR
RAD	RADIUS
RC	ROOFING CONTRACTOR
REG	REGULAR
REINF	REINFORCED
REQ'D	REQUIRED
REV	REVERSED OR REVISION
RL	ROOF LEADER
RM	ROOM
RO	ROUGH OPENING
ROW	RIGHT OF WAY

S

SA	SUPPLY AIR
SC	SOLID CORE
SCHED	SCHEDULE
SG	SIGN CONTRACTOR
SIM	SIMILAR
SL	SPECIALTY LIGHTING
SPC	SPRINKLER CONTRACTOR
SPEC'D	SPECIFIED
SPEC	SPECIFICATION
SQ	SQUARE
SF	SQUARE FOOT
SS	STAINLESS STEEL
STRUCT	STRUCTURAL
STL	STEEL
SUSP	SUSPENDED

T

T/	TOP OF
TEL	TELEPHONE
THK	THICKNESS
TYP	TYPICAL

U

UL	UNDERWRITER'S LABORATORY
UNO	UNLESS NOTED OTHERWISE

V

VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VIF	VERIFY IN FIELD

W

W/	WITH
WC	WATER CLOSET
WD	WOOD
WL	WATER LINE
W/O	WITHOUT

ARCHITECT

CORE LEVEL ARCHITECTURE

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ENGINEER

SEAL

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JEREMY ARTS
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REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	TAP
DATE:	03.27.24

SHEET TITLE

GENERAL PROJECT NOTES, STANDARDS and SUBMITTAL REQUIREMENTS

SHEET NUMBER

A G001

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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GENERAL ELECTRICAL PROJECT NOTES

1. ELECTRICIAN TO DO ALL ROUGH-IN AND FINAL CONNECTIONS TO EQUIPMENT. ELECTRICIAN TO FURNISH ALL TRIM ACCESSORIES. DISCONNECTS, CONTRACTORS, SWITCHES, RELAYS, ELECTRICAL WHIPS, ETC. ELECTRICIAN TO PROVIDE CORD AND PLUG AS REQUIRED OR MAKE DIRECT CONNECTION TO EACH ELECTRICAL ITEM.
2. ALL PREVAILING LOCAL ELECTRICAL CODES TO BE ACCOMMODATED.
3. ALL WIRING TO BE CONCEALED IN PROTECTIVE OUTER CASING SUCH AS 'SEAL TIGHT' OR 'BX'. SEAL TIGHT IS THE PREFERRED METHOD WHENEVER POSSIBLE.
4. ALL DIMENSIONS ARE TO CENTERLINE OF ELECTRICAL BOXES FROM FINISHED WALLS, COLUMNS, OR FLOORS.
5. TENANT IS REQUIRED TO USE LANDLORD'S REQUIRED SPRINKLER CONTRACTOR.
6. ELECTRICIAN TO FURNISH AND INSTALL ALARM SYSTEM IF REQUIRED BY LOCAL CODES AND SHALL ALSO BE RESPONSIBLE TO TIE IN FIRE SUPPRESSION SYSTEMS TO ALARM SYSTEM (WHERE APPLICABLE).
7. ELECTRICIAN TO ENSURE UPON FIRE SUPPRESSION SYSTEM TRIGGER THAT THE EXHAUST FAN COMES ON AT 100% & MAKE-UP AIR FAN SHUTS DOWN.
8. ALL FINAL CONNECTION DIMENSIONS TO EQUIPMENT ARE TO BE VERIFIED BY ELECTRICIAN.

GENERAL PLUMBING PROJECT NOTES

1. ALL PREVAILING LOCAL PLUMBING CODES TO BE ACCOMMODATED.
2. ALL DIMENSIONS ARE FROM FINISHED FLOOR, WALLS, OR COLUMNS TO CENTERLINES OF PLUMBING FIXTURES. ALLOWANCE MUST BE MADE FOR ALL VALVES, TRAPS, AND FITTINGS BETWEEN OUTLETS ON FIXTURES AND ROUGH-IN CONNECTIONS.
3. FLOOR SINKS & FLOOR DRAINS SHALL BE SIZED, FURNISHED, AND INSTALLED BY PLUMBER.
4. ALL FINAL CONNECTION DIMENSIONS TO EQUIPMENT ARE TO BE VERIFIED BY PLUMBER.
5. ALL SHUT-OFF VALVES FOR PLUMBING ITEMS SHALL BE FURNISHED BY PLUMBER (UNLESS OTHERWISE NOTED). THIS INCLUDES ISOLATION VALVES FOR ALL WATER CONNECTIONS.
6. PLUMBER MUST SUPPLY OR REDUCE INCOMING HOT WATER TO 105°F AT ALL HAND WASHING SINKS. (UNLESS OTHERWISE NOTED BY LOCAL CODE)

GENERAL PROJECT FIRE NOTES

1. SPRINKLER PROTECTION IS REQUIRED UNDER EXTERIOR ROOFS, CANOPIES, AND OVERHANGS OVER FOUR FEET IN WIDTH. ADDITIONAL SPRINKLER HEADS MAY BE REQUIRED BASED ON FIELD CONDITIONS AS DEEMED NECESSARY BY THE FIRE INSPECTOR.
2.
3. AUTOMATIC SPRINKLERS SHALL BE INSTALLED IN OR UNDER COVERED KIOSKS, DISPLAYS, BOOTHS, CONCESSION STAND OR EQUIPMENT THAT EXCEED 4-FEET IN WIDTH. [IFC 903.3.3]
4.
5. PROVIDE A 2A-10BC FIRE EXTINGUISHER AT OR NEAR EACH EXIT, AND WITHIN A 75 FOOT MAXIMUM TRAVEL DISTANCE. (SEE CC100 FOR ALL FIRE EXTINGUISHER LOCATIONS)
6.
7. AIR HANDLING UNITS WITH A CAPACITY IN EXCESS OF 2000 CFM SHALL BE PROVIDED WITH AUTOMATIC SHUTDOWN VIA SMOKE DETECTORS INSTALLED WITHIN THE DUCT.

PROJECT STANDARDS

MATERIAL SYMBOLS

EARTH
GRAVEL
CONCRETE
PRE-CAST CONCRETE
CONCRETE MASONRY
BRICK
WOOD BLOCKING
PLYWOOD
RIGID INSULATION
BATT INSULATION
GYPSUM WALLBOARD
STEEL
PLASTIC
MARBLE/ GRANITE
STONE
GLASS
FINISHED WOOD
METAL ROOF DECK

DRAWING SYMBOLS

ROOM NAME
100
150 SF
ROOM No.
SQUARE FOOTAGE
ROOM INDICATION

SIM
6
A120
BUILDING SECTION

SIM
6
A120
WALL SECTION

A1
G8
A660
H11
A10
EXTERIOR and INTERIOR ELEVATIONS

B6
A120
ENLARGED PLAN / PLAN DETAIL

PT-1
RB-1
WALL FINISH
WALL BASE
WALL FINISH TAG

ELEVATION POINT OF ORIGIN

EXISTING WALL
EXISTING WALL TO BE DEMOLISHED
NEW STUD FRAMED WALL
NEW STUD ACOUSTIC FRAME WALL
NEW CMU WALL
WALL LEGEND

A6
KEYED NOTE TAG NUMBER

T-6
MATERIAL INDICATION

S3-AA
0 A F
WALL TYPE TAG - SEE DWG. A001 FOR FULL DESCRIPTION

150
DOOR NUMBER

W-1
WINDOW NUMBER

GP-1
SF-1
GLAZED PARTITION and STOREFRONT NUMBER

CEILING FINISH
CEILING HEIGHT
P-01
0' - 0"
ACT
CEILING TYPE
CEILING TAG

T1
FLOOR TRANSITION TAG

AC1
ACCESSORY NUMBER

EQ-1
EQUIPMENT NUMBER

H6
A300
PHOTO TAG

A
COLUMN LINE

GENERAL PROJECT NOTES

1. THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF THE ARCHITECT. THEY MAY NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.
2. THESE DOCUMENTS, SPECIFICATIONS AND CONSTRUCTION EXHIBITS REPRESENT THE SCOPE OF WORK TO BE PERFORMED BY PROJECT CONTRACTORS.
3. THE TERM "CONTRACTOR" SHALL REFER TO PERSON AND/OR PERSONS WHO HAVE CONTRACTED OR SUBCONTRACTED FOR THE WORK.
4. ANY DISCREPANCIES OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BY BIDDERS OR CONTRACTORS PRIOR TO THE START OF ANY WORK. FAILURE TO IDENTIFY ERRORS OR OMISSIONS SHALL NOT BE GROUNDS FOR CLAIMS FOR ADDITIONAL CHARGES.
5. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO THE START OF WORK.
6. IF REQUIRED BY THE LANDLORD or OWNER, BARRICADE WORK SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SPECIFIED BY PROJECT CONSTRUCTION MANAGER. COSTS OF BARRICADES SHALL BE INCLUDED IN BASE CONTRACT.
7. THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDIVIDUALLY VERIFIED. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
8. CONTRACTOR AGREES TO DELIVER TO OWNER A COMPLETE RELEASE FROM ALL LIENS AND AFFIDAVITS ARISING OUT OF CONSTRUCTION WORK.
9. ALL WORK SHALL BE PERFORMED TO COMPLY WITH ALL GOVERNING STATUTES, ORDINANCES, REGULATIONS, CODES AND INSURANCE RATING BOARDS. NO WORK SHALL COMMENCE UNTIL ALL JURISDICTIONAL PERMITS AND APPROVALS ARE OBTAINED.
10. CONTRACTORS SHALL OBTAIN ALL LICENSES, PERMITS, APPROVALS, CERTIFICATES AND INSPECTIONS RELATED TO THEIR RESPECTIVE WORK.
11. MECHANICAL, ELECTRICAL, and PLUMBING CONTRACTORS ARE RESPONSIBLE FOR ALL FINAL INSPECTIONS AND FINAL APPROVALS.
12. EXIT DOORS SHALL SWING IN THE DIRECTION OF EGRESS AS REQUIRED PER CODE.
13. EVERY EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, TOOL OR SPECIAL KNOWLEDGE OR EFFORT.
14. ALL FIRE EXITS ARE TO REMAIN CLEAR AND OPEN DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
15. ALL MATERIALS AND EQUIPMENT ARE SUBJECT TO APPROVAL BY BOTH STATE AND LOCAL AUTHORITIES (STRICTEST REQUIREMENTS SHALL GOVERN).
16. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL APPLICABLE REQUIREMENTS OF O.S.H.A.
17. SPRINKLER CONTRACTOR SHALL SUBMIT SPRINKLER SHOP DRAWINGS TO FIRE MARSHAL AS REQUIRED PER LOCAL CODE.
18. ALL WORK SHALL BE PERFORMED IN A MANNER WHICH DOES NOT GENERATE NOISE, VIBRATION, ODOR OR DUST WHICH, IN THE LANDLORD'S SOLE DISCRETION, IMPAIRS WITH THE OPERATIONS OF THE CONDUCTING OF BUSINESS BY OTHERS.
19. **UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR INSTALL OR PERMIT TO BE INSTALLED, ANY MATERIALS CONTAINING ASBESTOS OR ANY OTHER MATERIALS DEEMED HAZARDOUS BY GOVERNING AUTHORITIES WITHIN OR ON THE BUILDING ENVELOPE.**
20. IN THE EVENT THAT ANY MATERIALS ARE DISCOVERED TO BE HAZARDOUS TO HEALTH, BEFORE AND/OR DURING THE DEMOLITION PHASE, ALL WORK IS TO CEASE AND THE GENERAL CONTRACTOR and LANDLORD SHALL BE NOTIFIED IMMEDIATELY.
21. ALL WORK SHALL BE CONFINED TO THE PREMISES. CONTRACTORS, SUBCONTRACTORS AND MATERIAL(S) ARE NOT PERMITTED TO PERFORM ANY OF SAID TENANT'S WORK (OR STORE ANY MATERIALS OR MACHINERY) OUTSIDE OF THE PREMISES, SUBJECT TO LANDLORD'S APPROVAL OTHERWISE.
22. NO CONSTRUCTION MATERIAL OR DEBRIS SHALL BE PLACED IN ANY OF THE OWNERS TRASH RECEPTACLES OR COMPACTORS AT ANY TIME. THE CONTRACTOR SHALL ARRANGE (IF REQUIRED) FOR A TRASH DUMPSTER, SIZE AND LOCATION OF WHICH IS SUBJECT TO PROJECT'S CONSTRUCTION MANAGERS APPROVAL.
23. CONTRACTOR SHALL REPAIR ALL DAMAGE OR VOIDS CAUSED DURING CONSTRUCTION TO ANY AREA OF THE PROPERTY TO THE ORIGINAL CONDITION. PROTECT THE ADJACENT AREAS FROM DIRT AND DUST.
24. CONTRACTOR SHALL COMMENCE WORK IN THE PREMISES ONLY AFTER RECEIVING OWNER'S WRITTEN FINAL APPROVAL OF PROJECT WORKING DRAWINGS AND ACQUIRING ALL REQUIRED PERMITS FROM AUTHORITIES HAVING JURISDICTION. PRIOR TO ENTERING THE PREMISES, THE CONTRACTOR MUST CHECK IN WITH THE PROJECT'S CONSTRUCTION MANAGER'S ON-SITE REPRESENTATIVE.
25. PRIOR TO THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL FURNISH THE PROJECT'S CONSTRUCTION MANAGER'S ON-SITE REPRESENTATIVE A CERTIFICATE OF INSURANCE EVIDENCING ALL INSURANCE COVERAGE REQUIRED.
26. A COPY OF ALL REQUIRED PERMITS AND LICENSES SHALL BE PROVIDED TO THE PROJECT'S CONSTRUCTION MANAGER.
27. A COPY OF THE BUILDING PERMIT MUST BE DISPLAYED IN A PROMINENT LOCATION AT THE TENANT'S PREMISES.
28. A LIST OF ALL CONTRACTORS AND SUBCONTRACTORS THAT WILL BE WORKING AT THE PREMISES SHALL BE GIVEN TO THE PROJECT CONSTRUCTION MANAGER'S ON-SITE REPRESENTATIVE.
29. CONTRACTORS SHALL VISIT THE SITE AND HOLD A COORDINATION MEETING WITH THE PROJECT'S CONSTRUCTION MANAGER AND ON-SITE REPRESENTATIVE.
30. CONTRACTOR SHALL SUBMIT ALL INFORMATION REQUIRED BY PROJECT'S CONSTRUCTION MANAGER.
31. DELIVERIES SHALL BE COORDINATED WITH THE PROJECT'S CONSTRUCTION MANAGER AND ON-SITE REPRESENTATIVE. EXIT CORRIDORS AND OTHER COMMON AREAS MUST BE KEPT CLEAR. NO CARTS HAVING METAL WHEELS SHALL BE PERMITTED IN COMMON AREAS. FLOORS MUST BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
32. DURING INITIAL CONSTRUCTION, FIXTURING AND STOCKING, CONTRACTOR SHALL REMOVE CONSTRUCTION DEBRIS FROM THE PREMISE DAILY. CONTRACTOR SHALL PROVIDE A DUMPSTER FOR THIS DEBRIS. LOCATION OF SAID DUMPSTER WILL BE DESIGNATED BY THE PROJECT'S CONSTRUCTION MANAGER. PROVIDE WOOD BLOCKING UNDER DUMPSTER TO PREVENT DAMAGE TO PAVEMENT.
33. CONSTRUCTION PERSONNEL VEHICLES MUST BE PARKED IN ACCORDANCE WITH THE CITY AND LOCAL ORDINANCES. VEHICLES DELIVERING MATERIALS OR MERCHANDISE MUST BE PROMPTLY UNLOADED AND IMMEDIATELY REMOVED. COORDINATE ALL DELIVERIES PRIOR TO THE ACTUAL DELIVERY DATE WITH ON-SITE REPRESENTATIVE.
34. ACCESS TO THE PROJECT SITE SHALL BE SUBJECT TO THE CONTROL OF THE PROJECT MANAGER'S ON-SITE REPRESENTATIVE. AT NO TIME SHALL THE COMMON AREAS BE USED BY THE CONTRACTOR OR ITS EMPLOYEES FOR ANY WORK WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOUNGING, EATING, OR REST BREAKS.
35. CONTRACTOR SHALL PROTECT HIS WORK FROM DAMAGE BY HIS EMPLOYEES AND SUBCONTRACTORS, AND SHALL PROTECT THE WORK OF OTHER CONTRACTORS FROM DAMAGE .
36. IMPOSING ANY EXCESSIVE STRUCTURAL LOAD, TEMPORARY OR PERMANENT, ON ANY PART OF THE PROJECTS WORK OR STRUCTURE WITHOUT THE ADVANCE WRITTEN APPROVAL OF LANDLORD IS PROHIBITED.
37. CUTTING ANY OPENINGS IN LANDLORD'S FLOOR SLAB, WALLS OR ROOF IS PROHIBITED UNLESS WRITTEN APPROVAL IS PROVIDED IN ADVANCE BY THE LANDLORD. CHANNELING IS NOT ALLOWED IN CONCRETE SLAB; ONLY SAW CUTTING WILL BE ALLOWED WITH PRIOR APPROVAL FROM MANAGEMENT. SAW CUTTING SHOULD NOT DIMINISH THE STRUCTURAL INTEGRITY OF THE SLAB.
38. INSTALLATION OR DISPLAY OF ANY CONSTRUCTION SIGN IS PROHIBITED ON THE LEASED PREMISES.
39. ALL WALL AND CEILING CONSTRUCTION SHALL BE SUPPORTED BY THE STRUCTURE AND NOT BY THE FLOOR OR ROOF DECK ABOVE, IF APPLICABLE.
40. DO NOT FASTEN ANY MATERIALS TO THE BUILDING ROOF DECK, TEMPORARY OR OTHERWISE WITHOUT LANDLORD APPROVAL.
41. THE TRANSITION BETWEEN FLOORING SHALL BE FLUSH, SMOOTH AND EVEN, OR RECONCILED WITH DESIGNATED TRANSITION STRIP. CONCRETE SHALL BE BUILT UP OR GROUND DOWN AS REQUIRED TO ACHIEVE FLUSH CONDITIONS.
42. CONTRACTOR'S WORK MUST BE PERFORMED IN A PROFESSIONAL, WORKMANSHIP LIKE MANNER. CONTRACTOR SHALL REQUIRE ANY PERSONS PERFORMING ANY SUCH WORK TO GUARANTEE THE WORK TO BE FREE FROM ANY AND ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR ONE (1) YEAR FROM THE DATE OF COMPLETION. CONTRACTORS SHALL ALSO REQUIRE ANY SUCH PERSONS TO BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY AND ALL WORK FOUND DEFECTIVE.
43. INTERIOR FINISHES SHALL COMPLY WITH APPLICABLE LOCAL CODES AND REGULATIONS.
44. INTERIOR GYPSUM BOARD TO RECEIVE PAINT FINISH SHALL BE TAPED, SEALED, AND SANDED TO RECEIVE FINISH. INTERIOR GYPSUM BOARD TO BE TRUE AND LEVEL.
45. ALL SURFACES TO RECEIVE PAINT FINISH SHALL BE PREPARED TO SHOW NO DEFECTS. (a) APPLY ONE (1) COAT PRIMER-SEALER (b) APPLY TWO (2) COATS FINISH. NO STIPPLE FINISH ON ANY PAINTED SURFACES. SEE SCHEDULE ON PLANS FOR COLOR AND TYPE.
46. FLOORS SHALL BE SMOOTH AND LEVEL WITHOUT DEPRESSED OR RAISED AREAS, EXCEPT A PROVISION SHALL BE MADE TO HAVE SMOOTH, EVEN SLOPE TO FLOOR DRAINS. THE SURFACE SHALL BE ACCEPTABLE TO RECEIVE FINISH.
47. PROVIDE METAL CORNER BEAD, TRIM AND CASING FOR ALL EDGES AND CORNERS OF GYPSUM BOARD SURFACES ON PAINTED WALLS. CLEAN GYPSUM BOARD CORNERS WITHOUT METAL CORNER BEADS SHALL BE UNDER FRP, TILE, OR STAINLESS STEEL.
48. PROVIDE STIFFENERS, BRACING, BACK-UP PLATES, ETC. AS REQUIRED AT STUD WALLS FOR SUPPORT OF FIXTURES AND OTHER EQUIPMENT.
49. TILE SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE HAND BOOK FOR CERAMIC TILE INSTALLATION OF THE TILE COUNCIL OF AMERICA (CURRENT EDITION).
50. SUBCONTRACTOR TO BE RESPONSIBLE TO VERIFY ADEQUATE SURFACE CONDITIONS THAT EXIST FOR THEIR WORK. IF ADEQUATE SURFACE CONDITIONS DO NOT EXIST THE SUBCONTRACTOR SHALL NOT PERFORM THEIR WORK UNTIL THE CONDITIONS ARE CORRECTED.
51. DIMENSIONS ARE DESIGNED TO LAY OUT IN AN EQUAL MANNER. IF TILE MUST BE CUT, THE GROUT LINES SHALL ALIGN WITH ADJACENT TILES OR BE CENTERED AND CUT IN OBVIOUS LOCATIONS. THE GENERAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF GYPSUM BOARD WITH TILE DIMENSIONS TO PERMIT EVEN INSTALLATION.
52. FLOOR MATERIALS SPECIFIED ON THE FINISH PLANS. ELEVATIONS AND SCHEDULE SHALL EXTEND UNDER ALL EQUIPMENT AND COUNTER AREAS.
53. FIRE SUPPRESSION CONTRACTOR TO PROVIDE AND INSTALL FIRE EXTINGUISHERS FOR TENANT OPERATION AS REQUIRED BY FIRE DEPARTMENT INSPECTOR. AT A MINIMUM, PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A PR 2-A/OBC WITHIN 75' TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDING BY CONTRACTOR DURING CONSTRUCTION.
54. FINAL COMPLETION CERTIFICATE -OR- OCCUPANCY CERTIFICATE SHALL BE PRESENTED TO THE LANDLORD AT THE END OF THE PROJECT.
55. OWNER RESERVES THE RIGHT TO HAVE FINAL APPROVAL OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT.
56. A LIST OF CONTRACTORS AND ASSOCIATED SUBS SHALL BE PRESENTED TO OWNER FOR REVIEW AND APPROVAL.
57. CONTRACTORS SHALL COORDINATE ANY WORK THAT RESULTS IN LOUD NOISE WITH PROJECTS CONSTRUCTION MANAGER AND ON-SITE REPRESENTATIVE.
58. PRIOR TO COVERING ANY SPACE, WALL, OR CAVITY, CONTRACTOR TO VERIFY THAT SPACE WILL BE COMPLETELY DRY & FREE FROM MOLD & MOISTURE. IN THE EVENT THAT MOLD IS DISCOVERED, CONTRACTOR TO NOTIFY ARCHITECT FOR MOLD MITIGATION PROCEDURAL APPROVAL.
59. ALL CONTRACTORS SHALL PROVIDE AS-BUILT DOCUMENTATION TO ARCHITECT.
60. **BEFORE OPENING, ALL PLUMBING SANITARY LINES SHALL BE FLUSHED OUT TO RID OF ANY CONSTRUCTION DEBRIS IN THE LINES PRIOR TO FULL USE AND TESTING OF THE LINES.**

ARCHITECT

CORE LEVEL ARCHITECTURE

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ENGINEER

SEAL

STATE OF FLORIDA
JEREMY ARTS
86011121
REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

GENERAL PROJECT NOTES, STANDARDS AND SUBMITTAL REQUIREMENTS

SHEET NUMBER

A
G002

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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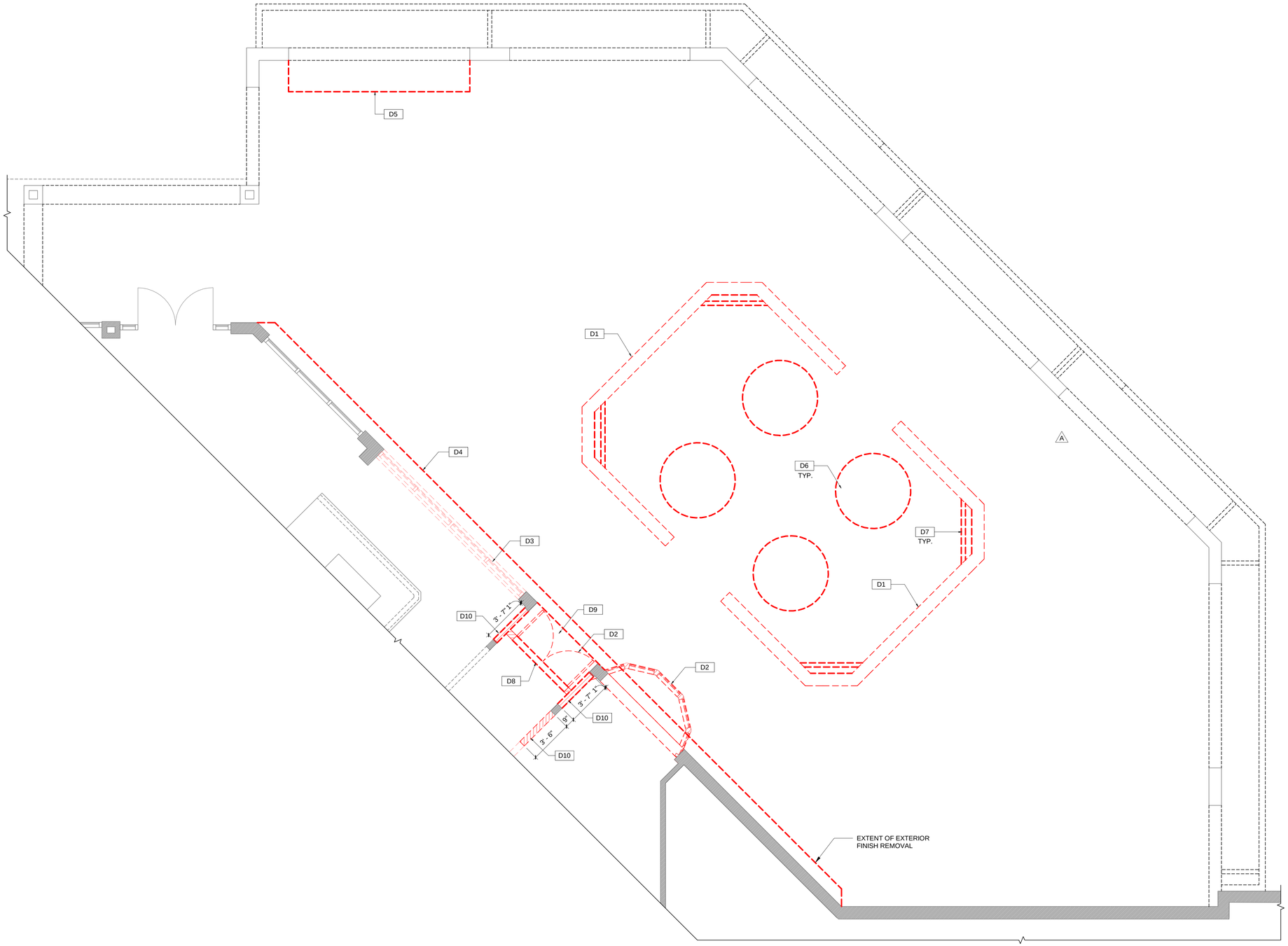

A2 EXTERIOR DEMOLITION AND PREPARATION PLAN

1/4" = 1'-0"

NORTH

GENERAL DEMOLITION NOTES

A. CONTRACTOR SHALL COORDINATE ALL REMOVALS WITH ALL ASSOCIATED CONTRACTORS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, PLUMBING, and ELECTRICAL CONTRACTORS.
B. PRIOR TO EXECUTION OF WORK, THE ELECTRICAL CONTRACTOR SHALL MEET WITH THE OWNER AND ARCHITECTAND DISCUSS SCOPE OF DEMOLITION WORK.
C. PRIOR TO ANY ISOLATION OF SYSTEMS, SHUTDOWNS OR DEMOLITION THE ELECTRICAL CONTRACTOR SHALL PROVIDE NECESSARY INVESTIGATION AND NOTIFY THE FACILITIES ENGINEERING/ MAINTENANCE PERSONNEL OF WORK TO BE PERFORMED SO AS TO AVOID ANY DETRIMENTAL SHUTDOWN OF SPACES TO ADJACENT SPACES.
D. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFETY BY DISCONNECTING, CUTTING AND MAKING SAFE ALL DEMOLITION WORK.
E. ELECTRICAL CONTRACTOR SHALL NOTIFY OWNER AND ARCHITECT OF ANY SITUATIONS THAT MODIFY OR INCREASE THE SCOPE OF WORK FROM THAT DESCRIBED IN THE DOCUMENTS.
F. THE PLANS HAVE BEEN DEVELOPED UTILIZING EXISTING DOCUMENTS AND READILY OBSERVABLE SITE CONDITIONS. THE PLANS MAY NOT SHOW EVERY EXISTING RECEPTACLE, LUMINARIES, SWITCH, CONDUIT, ETC. FIELD VERIFICATION OF ALL EXISTING DEVICES WILL BE REQUIRED TO BE MADE BY THE ELECTRICAL CONTRACTOR. EXISTING DEVICES WHICH ARE LOCATED ON EXISTING WALLS WHICH ARE TO BE DEMOLISHED OR ARE IN THE PATH OF CONSTRUCTION SHALL BE REMOVED AND/OR RELOCATED AS REQUIRED. THE ELECTRICAL CONTRACTOR SHALL CONTACT THE ARCHITECT OR ENGINEER IF UNANTICIPATED FIELD CONDITIONS ARE ENCOUNTERED DURING CONSTRUCTION. NOTE THAT ELECTRICAL OR ELECTRONIC CIRCUIT TRACERS WERE NOT USED TO VERIFY THESE PLANS. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL SYSTEMS PRIOR TO COMMENCEMENT OF WORK.
G. MAINTAIN AND RESTORE, IF INTERRUPTED BY DEMOLITION OR IN THE PATH OF CONSTRUCTION, ALL CIRCUITS, CONDUITS AND FEEDERS PASSING THROUGH AND SERVING OUTSIDE DEMOLITION AREA.
H. EXISTING CONDUIT STUBBED THROUGH FLOOR SERVING ITEMS BEING REMOVED AND NOT REQUIRED FOR REUSE SHALL BE CUT BELOW FINISHED FLOOR LEVEL, AND EXISTING FLOOR PATCHED TO MATCH SURROUNDING FINISHES.
I. ALL WIRING THAT IS TO BE DEMOLISHED SHALL BE REMOVED COMPLETELY BACK TO SOURCE INCLUDING ALL CONDUIT, SUPPORTS, CONDUCTORS, ETC. DO NOT ABANDON ANY MATERIALS ABOVE CEILINGS OR IN WALLS.
J. THE ASSOCIATED CIRCUIT BREAKERS SHALL BE TURNED OFF AND MARKED AS SPARE IF NOT REUSED FOR CONSTRUCTION. UPDATE PANEL BOARD DIRECTORIES AS REQUIRED.
K. ELECTRICAL CONTRACTOR SHALL INCLUDE IN THEIR BID PRICE THE FIELD TRACING OF ALL FEEDERS AND BRANCH CIRCUITS ASSOCIATED WITH THE RENOVATION AREA TO VERIFY THE DEMOLITION AND REMOVAL OF SAME. AT A MINIMUM, THE ELECTRICAL CONTRACTOR SHALL UTILIZE ELECTRONIC CIRCUIT TRACERS TO AID IN THE TRACING OF CIRCUITS. THE ELECTRICAL CONTRACTOR SHALL DOCUMENT ALL FINDINGS, NOTING CONFLICTS AND DISCREPANCIES WITH CONSTRUCTION DOCUMENTS.
L. IN ANY AREA REQUIRING THE PERFORMANCE OF ANY TRADES WORK, ELECTRICAL CONTRACTOR SHALL CAREFULLY REMOVE AND RESTORE ANY OR ALL ELECTRICAL ITEMS IN ACCORDANCE WITH THE PLANS AND/OR AS DIRECTED AFTER COMPLETION OF OTHER TRADES IN THAT AREA.
M. IN ALL EXISTING OR RENOVATED AREAS SPECIFIED TO BE PAINTED, ELECTRICAL CONTRACTOR SHALL REMOVE ALL ELECTRICAL ITEMS INCLUDING BUT NOT LIMITED TO LUMINARIES, DEVICE PLATES, DEVICES, ETC. REINSTALL SAME AFTER COMPLETION OF PAINTING. ANY ITEM NOT REMOVED AND PAINTED OVER SHALL BE SUITABLY CLEANED OR REPLACED BY ELECTRICAL CONTRACTOR.
N. EXISTING FLUSH OUTLET BOXES MAY BE REUSED IF AT PROPER HEIGHT, LOCATION AND IN GOOD CONDITION. EXISTING CONCEALED RACEWAYS MAY BE REUSED IF IN GOOD CONDITION. RACEWAYS FOR CIRCUITRY SHOWN ON PLANS SHALL GOVERN.
O. EXISTING FIRE ALARM SYSTEM SHALL BE ACTIVE AND MAINTAINED DURING CONSTRUCTION. VERIFY ALL DEVICES AND WIRING IN FIELD.
P. REMOVE ALL PLUMBING EQUIPMENT INCLUDING TOILETS, LAVATORIES, SINKS, WATER HEATERS, ETC. IN WORK AREAS INDICATED ON PLANS.
Q. CAP AND SEAL ALL SANITARY, VENT, COLD WATER AND HOT WATER CONNECTIONS THAT ARE NOT BEING RE-USED PER SCOPE OF WORK.
R. ALL WORK SHALL BE DISPOSED OF PROPERLY PER THE GOVERNING AGENCY REQUIREMENTS.
S. PREP WORK FOR FUTURE NEW WORK TO BE SUBMITTED AS PART OF TENANT IMPROVEMENT PACKAGES NEED TO PREPARE REMOVALS AREAS TO BE CLEAN AND FLUSH IN ORDER TO INSTALL ANY NEW WORK. THESE AREAS SHALL BE REVIEWED WITH AnCORPROJECT MANAGER AND SUPERINTENDENT PRIOR TO SIGN-OFF.

D# DEMOLITION KEYED NOTES

D1. REMOVE AND PROPERLY DISPOSE OF EXISTING EXTERIOR LOW WALL IN IT'S ENTIRETY.

D2. REMOVE EXISTING ALUMINUM STOREFRONT IN IT'S ENTIRETY. PREPARE OPENING TO RECEIVE NEW WORK AS INDICATED.

D3. REMOVE EXISTING ALUMINUM STOREFRONT AND EXTERIOR WALL BELOW IN IT'S ENTIRETY. PREPARE OPENING TO RECEIVE NEW WORK AS INDICATED.

D4. REMOVE EXISTING EXTERIOR WALL FINISH . PREPARE SURFACE TO RECEIVE NEW WORK AS INDICATED.

D5. REMOVE AND PROPERLY DISPOSE OF EXISTING EXTERIOR BOOTH SEATING IN IT'S ENTIRETY.

D6. REMOVE EXISTING EXTERIOR CEILING FAN/LIGHT FIXTURES IN THEIR ENTIRETY.

D7. REMOVE AND PROPERLY DISPOSE OF EXISTING EXTERIOR CURTAIN SYSTEM IN IT'S ENTIRETY.

D8. REMOVE PORTION OF WALL ABOVE EXISTING ENTRY STOREFRONT TO A HEIGHT OF 9'-2" A.F.F. PREPARE OPENING TO RECEIVE NEW WORK AS INDICATED.

D9. REMOVE EXISTING FLOORING AT ENTRYWAY IN IT'S ENTIRETY DOWN TO SUBSTRATE. PREPARE AREA TO RECEIVE NEW FLOORING AS INDICATED.

D10. REMOVE PORTION OF EXISTING WALL TO EXTENT INDICATED. PREPARE OPENING TO RECEIVE NEW WORK AS INDICATED.

D11. NOT USED.

A

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ENGINEER

SEAL

STATE OF FLORIDA · JEREMY ARTS · 90411124 · REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

DEMOLITION AND PREPARATION PLAN

SHEET NUMBER

D100

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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FURNITURE SCHEDULE

ITEM #	QTY	DESCRIPTION	MODEL NO.	DIMENSIONS	NOTES
F01	122	EXTERIOR CHAIRS	EUROSTYLE #90394	-	BLACK TEXTILINE MESH w/ BROWN FRAME
F02	16	EXTERIOR TABLE TOPS	SANDALEX #5140	30" x 30"	TOP: ALPHA EDGE BASE: CROSS BASE / BLACK
F03	6	EXTERIOR TABLE TOPS	SANDALEX #5140	36" x 36"	TOP: ALPHA EDGE BASE: CROSS BASE / BLACK
F04	15	EXTERIOR TABLE TOPS	SANDALEX #5140	30" DIA.	TOP: ALPHA EDGE BASE: CROSS BASE / BLACK
F05	1	EXTERIOR TABLE TOPS	SANDALEX #5140	60" DIA.	TOP: ALPHA EDGE BASE: CROSS BASE / BLACK
F06	11	EXTERIOR PLANTER	CUSTOM	14"W x 72"L x 30"H	TOP: SEE SPECS

PLANTERS

"TUUCI" / HIGHLAND PLANTER / FINISH: WEATHERED ALUMA-TEAK
(10) 14"d X 72"l X 30"h

H11 PLANTERS
12" = 1'-0"

GENERAL NOTES

TYPICAL DIMENSION TYPES

2" FACE OF STUD / EXISTING FINISH
2" CLEAR DIMENSION
2" COLUMN CENTERLINE

TYPICAL NOTES

A. ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS INDICATED OTHERWISE.
B. DIMENSIONS FOR CENTERLINE LOCATIONS OF PLUMBING FIXTURES IS FROM FACE OF STUD TO CENTERLINE OF PLUMBING FIXTURE, SEE SHEET A900 FOR PLUMBING CENTERLINE PLAN. THICKNESS OF FINISHES MUST BE ACCOUNTED FOR DURING LAYOUT OF PLUMBING.
C. CONTRACTOR TO VERIFY ALL FIELD CONDITIONS PRIOR TO COMMENCEMENT OF WORK AND NOTIFY AnCOR, Inc. OF ANY DEVIATIONS FROM THESE PLANS.
D. ALL METAL STUD WALLS SHALL EXTEND TO STRUCTURE ABOVE WITH SCHEDULED FINISH AT OPEN CEILING LOCATIONS. WHERE GYPSUM OR ACOUSTIC CEILING IS TO BE INSTALLED EXTEND FINISH 6" ABOVE CEILING PLANE. ACOUSTIC (U.N.O.) and FIRE RATED WALLS SHALL ALWAYS EXTEND FULL HEIGHT TO DECK.
E. ALL DOOR LOCATIONS NOT DIMENSIONED ARE ASSUMED 4" FROM INSIDE CORNER TO ROUGH OPENING UNLESS OTHERWISE NOTED.
F. EGRESS DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
G. EXIT SIGNS SHALL BE EXTERNALLY OR INTERNALLY ILLUMINATED AT ALL TIMES AND SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES.
H. PROVIDE FIRE RETARDANT TREATED PLYWOOD WALL BLOCKING FOR ALL TOILET ACCESSORIES-TYPICAL FOR ALL WALL MOUNTED ELEMENTS-SEE SHEET A900 FOR WALL BLOCKING PLAN.
I. ALL CONSTRUCTION, FABRICATION AND INSTALLATION SHALL CONFORM TO THE LATEST ADOPTED EDITION OF THE I.B.C., I.F.C., N.E.C. AND ANY FEDERAL, STATE AND LOCAL CODES AND ORDINANCES OF THE AGENCIES HAVING JURISDICTION.
J. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE, FACE OF STUD WALLS, OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE. DO NOT SCALE DRAWINGS.
K. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE DRAWINGS. ANY DISCREPANCIES AND /OR CONDITIONS NEEDING CLARIFICATION SHALL BE REPORTED IN WRITING TO THE ARCHITECT PRIOR TO BEGINNING WORK.
L. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL REVIEW ALL DOCUMENTS AND SITE TO FAMILIARIZE THEMSELVES WITH THE PROJECT.
M. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE ASSEMBLIES, SYSTEMS, CONSTRUCTION, ETC.
N. THE CONTRACTOR SHALL SUPPLY ALL LABOR MATERIALS, EQUIPMENT AND SERVICES REQUIRED FOR THE PROPER EXECUTION OF THE WORK SHOWN AND SPECIFIED. ALL MATERIALS SHALL BE NEW, ALL WORKMANSHIP SHALL BE PERFORMED BY PERSONS SKILLED IN THEIR TRADE.
O. THE CONTRACTOR SHALL PROTECT HIS WORK FROM INJURY OR DESTRUCTION BY OTHERS AND SHALL BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACTS OR NEGLECT.
P. PROVIDE ADEQUATE BLOCKING AND ANCHORAGE FOR CEILING AND WALL MOUNTED EQUIPMENT.
Q. ALL SHEET METAL FLASHING AND DUCTWORK ARE TO BE IN ACCORDANCE WITH ARCHITECTURAL SHEET METAL MANUAL AS PRODUCED BY SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
R. CONTRACTOR SHALL COORDINATE ALL RECESSES AND SLAB DEPRESSIONS FOR TILE OR OTHER INSTALLED MATERIALS. VERIFY LOCATION PRIOR TO CONSTRUCTION.
S. THE PREMISES SHALL BE KEPT FREE FORM ACCUMULATION OF WASTE MATERIALS AND DEBRIS DURING THE CONSTRUCTION PERIOD AND THE CONTRACTOR SHALL, AT THE COMPLETION OF THE JOB, REMOVE ALL RUBBISH, SURPLUS MATERIALS, TOOLS, ETC. AND LEAVE THE SITE AND BUILDING "BROOM CLEAN".
T. ALL FLASHING SHALL BE PROPERLY INSTALLED TO INSURE A COMPLETE WEATHERPROOF BARRIER. PROVIDE SEALANT AND/OR CAULKING AT ALL JOINTS AS NECESSARY.

KEYED NOTES

A#

A1. DECORATIVE AWNING ABOVE. SEE SHEET A150 FOR MORE INFORMATION.
A2. EXISTING LANDSCAPED AREA TO REMAIN.
A3. OWNER PROVIDED FREESTANDING FUNRITURE.
A4. INSTALL NEW FLOORING AT EXTERIOR ENTRY. FLOORING TO BE SELECTED BY DESIGNER AND APPROVED BY OWNER.
A5. EXISTING COLUMNS TO BE PAINTED P1, TRIM TO BE PAINTED P2. REFER TO EXTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
A6. NOT USED.
A7. INSTALL CUSTOM MILLWORK. SEE DETAIL A11/A500 FOR MORE INFORMATION. (A)
A8. SOFFIT ABOVE.
A9. EXISTING ALUMINUM STRUCTURE ABOVE TO REMAIN.
A10. EXTERIOR PLANTER PROVIDED BY CLIENT. "TUCCI" / HIGHLAND PLANTER - FINISH: WEATHERED ALUMA-TEAK (A)

SHEET REFERENCE NOTES

- SEE SHEET G001 FOR GENERAL PROJECT NOTES.
- SEE SHEET A151 FOR FINISH INFORMATION.
- SEE SHEET A150 SERIES FOR REFLECTED CEILING PLANS.
- SEE SHEET A200 SERIES FOR EXTERIOR ELEVATIONS.

WALL LEGEND

WALLS TO BE DEMOLISHED
NEW INSULATED METAL STUD WALL PARTITION
EXISTING WALLS (TO REMAIN)
NEW METAL STUD WALL PARTITION

EXISTING CURB TO REMAIN, TYP.
EXTERIOR SEATING AREA
ENTRY 100 95 SF
EXTERIOR SEATING AREA
3' - 0"
8' - 0"
16' - 1"
8' - 7"
13' - 11"
8' - 0"
A5
A7
A8
A200 B2
A2 A500
A1
A12 A500
A9 TYP.
A3 TYP.
F9 A501
SF-1
SF-2
EX'G
S6-P 0 - L
101
100

EXTERIOR SEATING AREA: 1,884 SF (C)

A2 NEW WORK FLOOR PLAN - EXTERIOR (C)
1/4" = 1'-0"

NORTH

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ENGINEER

SEAL
STATE OF FLORIDA JEREMY ARTS 90121 REGISTERED ARCHITECT

PROJECT NAME
MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

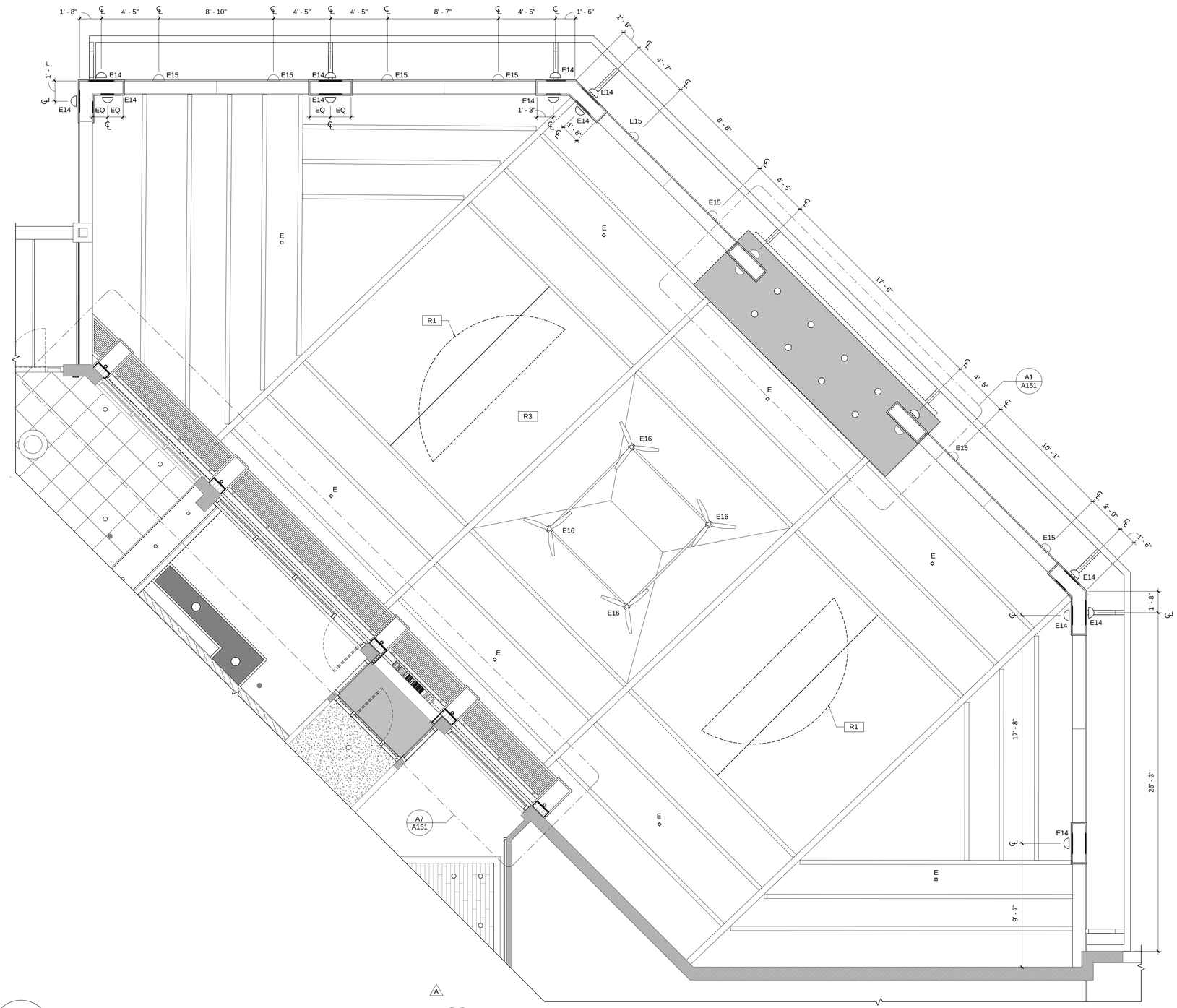
REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE
NEW WORK FLOOR PLAN

SHEET NUMBER
A100

PROJECT STATUS
PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING



A2 NEW WORK REFLECTED CEILING PLAN

1/4" = 1'-0"

GENERAL CEILING CONSTRUCTION NOTES

A. ANY FIXTURE NOT EXPLICITLY DIMENSIONED SHALL BE INSTALLED AT THE CENTER POINT OF THE APPLICABLE SPACE.
B. THE MEANS OF EGRESS SYSTEM SHALL ILLUMINATE ONE FOOT CANDLE AT FLOOR LEVEL FOR 90 MINUTES.
C. THE MEANS OF EGRESS SERVING A ROOM OR SPACE SHALL BE ILLUMINATED AT ALL TIMES THAT THE ROOM OR SPACE IS OCCUPIIUED. THE ILLUMINATION LEVEL SHALL NOT BE <1 FOOT-CANDLE AT THE WALKING SURFACE.
D. EXIT SIGNS ARE REQUIRED WHEN TWO EXITS ARE REQUIRED. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED TO 5 FOOT CANDLES. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. EXIT SIGNS ARE TO BE CONNECTED TO THE BUILDING POWER AND EMERGENCY POWER SOURCE PROVIDING 90 MINUTES OF EMERGENCY ILLUMINATIONS IN CASE OF PRIMARY POWER LOSS.
E. A/V SYSTEM SPEAKER LOCATIONS TO BE DETERMINED. COORDINATE A/V SYSTEM SPEAKER LOCATIONS IN FIELD WITH OWNER, CORE LEVEL ARCHITECTURE, DPC AND CONTRACTOR.
F. IN THE EVENT OF POWER SUPPLY FAILURE, IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN **EMERGENCY ELECTRICAL SYSTEM** SHALL AUTOMATICALLY ILLUMINATE ALL THE FOLLOWING AREAS, EXIT PASSAGEWAYS, VESTIBULES, ELECTRICAL ROOMS, AND RESTROOMS.

R# REFLECTED CEILING KEYED NOTES

R1. EXISTING LANDSCAPING TO REMAIN BELOW.
R2. NOT USED. A
R3. EXISTING AWNING ABOVE.
R4. RECESSED LED LIGHT STRIP TO BE INSTALLED AT TOP OF DECORATIVE AWINING. RECESSED PUCK LIGHT TO BE INSTALLED IN UNDERSIDE. LIGHTING TO BE PROVIDED BY CONTRACTOR. REFER TO M2/A500 FOR MORE INFORMATION.
A

LIGHTING LEGEND

No.	DESCRIPTION
WALL SCONCE	
L-E13	KUZCO - COPENHAGEN SCONCE - 2.5"W. x 719.63H. 16W LED INTEGRAL 3000K FINISH: BRONZE - SEEDED GLASS - INSTALL 7'-3" ON CENTER A.F.F.
L-E14	HINKLEY - SHELTER MED SCONCE - 6.25"W x 20.5"W (1) 5.5 LED E26 2700K FINISH: BRONZE - SEEDED GLASS - INSTALL 8'-3" O.C. OF BACKPLATE A.F.F.
L-E15	MODERN FORMS - PANDORA 2 LIGHT SCONCE - 7"W x 7"H LED INTEGRAL 3000K FINISH: BRONZE
CEILING FAN	
L-E16	TRUBINE FAN WITH LIGHT KIT- 60"W FINISH: MATTE BLACK - DRIFTWOOD - HEIGHT 10'-0" A.F.F.
RECESSED	
L-E17	HIGH HATS PROVIDED BY CONTRACTOR / BLACK TRIM

CEILING MATERIAL LEGEND

CL-1

CEMENT BOARD CEILING w/ SMOOTH STUCCO FINISH ON METAL STUD FRAMING

SHEET REFERENCE

- SEE SHEET G001 FOR GENERAL PROJECT NOTES.
- SEE SHEET A151 FOR FINISH INFORMATION.
- SEE SHEET A150 SERIES FOR REFLECTED CEILING PLANS.
- SEE SHEET A200 SERIES FOR EXTERIOR ELEVATIONS.

A

WALL LEGEND

WALLS TO BE DEMOLISHED
NEW INSULATED METAL STUD WALL PARTITION
EXISTING WALLS (TO REMAIN)
NEW METAL STUD WALL PARTITION

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ENGINEER

SEAL
STATE OF FLORIDA · JEREMY ARTS · 16701 · 04/01/24 · REGISTERED ARCHITECT

PROJECT NAME
MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE
NEW WORK REFLECTED CEILING PLAN

SHEET NUMBER
A150

PROJECT STATUS
PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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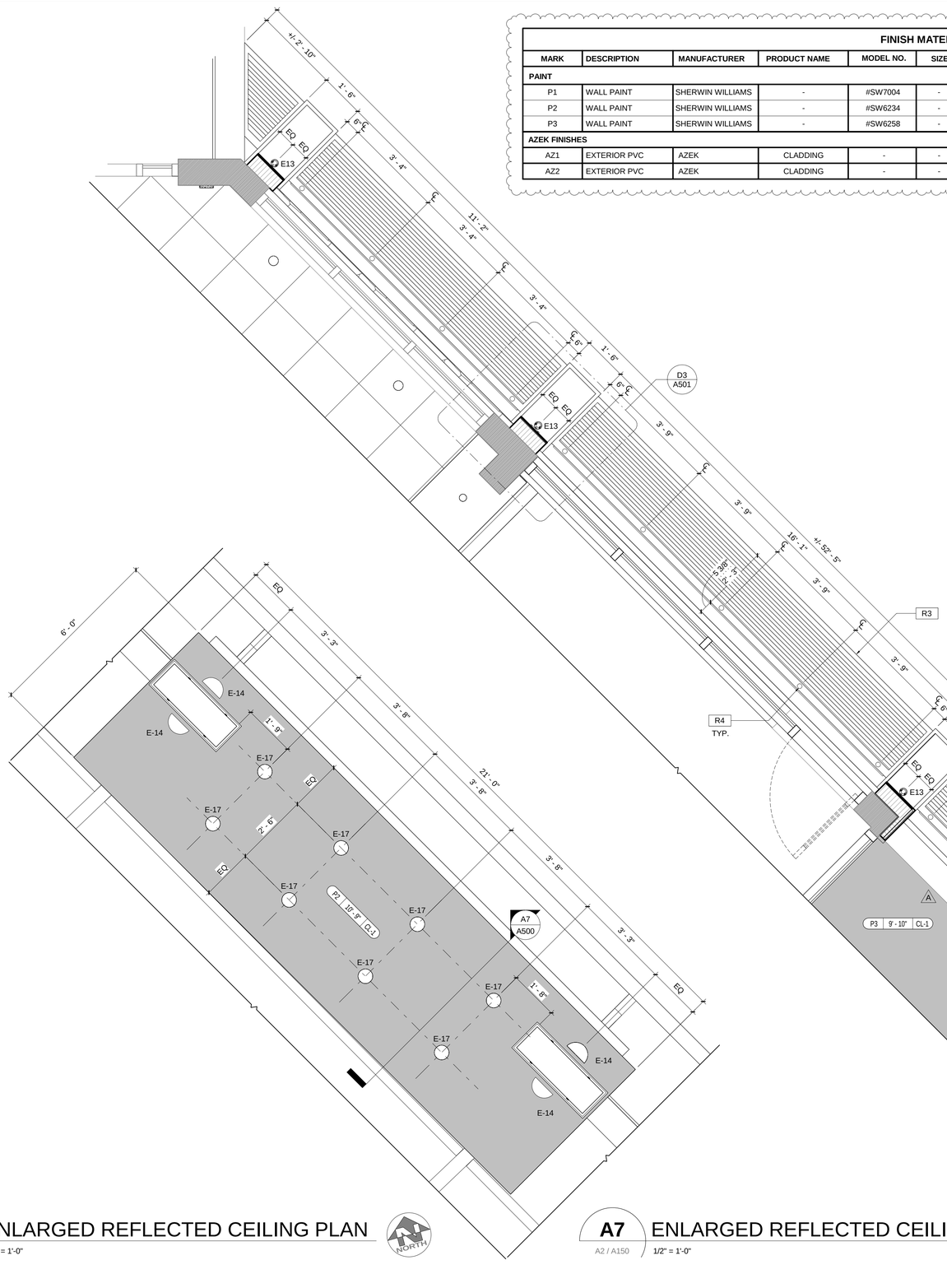

A1 ENLARGED REFLECTED CEILING PLAN
A2 / A150 1/2" = 1'-0"

A7 ENLARGED REFLECTED CEILING PLAN
A2 / A150 1/2" = 1'-0"

FINISH MATERIAL SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	PRODUCT NAME	MODEL NO.	SIZE	COLOR	FINISH	REMARKS
PAINT								
P1	WALL PAINT	SHERWIN WILLIAMS	-	#SW7004	-	SNOWBOUND - EXT. GRADE	EGGSHELL	CREAM TONE
P2	WALL PAINT	SHERWIN WILLIAMS	-	#SW6234	-	UNCERTAIN GRAY - EXT. GRADE	EGGSHELL	GRAY TONE
P3	WALL PAINT	SHERWIN WILLIAMS	-	#SW6258	-	TRICORN BLACK - EXT. GRADE	EGGSHELL	CHARCOAL TONE
AZEK FINISHES								
AZ1	EXTERIOR PVC	AZEK	CLADDING	-	-	PVC BLACK	WOODGRAIN	OPEN JOINT
AZ2	EXTERIOR PVC	AZEK	CLADDING	-	-	ENGLISH WALNUT	WOODGRAIN	OPEN JOINT

C

GENERAL CEILING CONSTRUCTION NOTES

A. ANY FIXTURE NOT EXPLICITLY DIMENSIONED SHALL BE INSTALLED AT THE CENTER POINT OF THE APPLICABLE SPACE.
B. THE MEANS OF EGRESS SYSTEM SHALL ILLUMINATE ONE FOOT CANDLE AT FLOOR LEVEL FOR 90 MINUTES.
C. THE MEANS OF EGRESS SERVING A ROOM OR SPACE SHALL BE ILLUMINATED AT ALL TIMES THAT THE ROOM OR SPACE IS OCCUPIED. THE ILLUMINATION LEVEL SHALL NOT BE <1 FOOT-CANDLE AT THE WALKING SURFACE.
D. EXIT SIGNS ARE REQUIRED WHEN TWO EXITS ARE REQUIRED. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED TO 5 FOOT CANDLES. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. EXIT SIGNS ARE TO BE CONNECTED TO THE BUILDING POWER AND EMERGENCY POWER SOURCE PROVIDING 90 MINUTES OF EMERGENCY ILLUMINATIONS IN CASE OF PRIMARY POWER LOSS.
E. A/V SYSTEM SPEAKER LOCATIONS TO BE DETERMINED. COORDINATE A/V SYSTEM SPEAKER LOCATIONS IN FIELD WITH OWNER, CORE LEVEL ARCHITECTURE, DPC AND CONTRACTOR.
F. IN THE EVENT OF POWER SUPPLY FAILURE, IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN **EMERGENCY ELECTRICAL SYSTEM** SHALL AUTOMATICALLY ILLUMINATE ALL THE FOLLOWING AREAS, EXIT PASSAGEWAYS, VESTIBULES, ELECTRICAL ROOMS, AND RESTROOMS.

R# REFLECTED CEILING KEYED NOTES

R1. EXISTING LANDSCAPING BELOW.
R2. NOT USED.
R3. INSTALL DECORATIVE AWNING. SEE DETAIL L2/A500 FOR MORE INFORMATION. C
R4. RECESSED LED LIGHT STRIP TO BE INSTALLED AT TOP OF DECORATIVE AWINING. RECESSED PUCK LIGHT TO BE INSTALLED IN UNDERSIDE. LIGHTING TO BE PROVIDED BY CONTRACTOR. REFER TO M2/A500 FOR MORE INFORMATION. A

LIGHTING LEGEND

No. DESCRIPTION

WALL SCONCE

L-E13 KUZCO - COPENHAGEN SCONCE - 2.5"W. x 719.63H.
16W LED INTEGRAL 3000K
FINISH: BRONZE - SEEDED GLASS - INSTALL 7'-3" ON CENTER A.F.F.

L-E14 HINKLEY - SHELTER MED SCONCE - 6.25"W x 20.5"W
(1) 5.5 LED E26 2700K
FINISH: BRONZE - SEEDED GLASS - INSTALL 8'-3" O.C. OF BACKPLATE A.F.F.

L-E15 MODERN FORMS - PANDORA 2 LIGHT SCONCE - 7"W x 7"H
LED INTEGRAL 3000K
FINISH: BRONZE

CEILING FAN

L-E16 TRUBINE FAN WITH LIGHT KIT- 60"W
FINISH: MATTE BLACK - DRIFTWOOD - HEIGHT 10'-0" A.F.F.

RECESSED

L-E17 HIGH HATS PROVIDED BY CONTRACTOR / BLACK TRIM

CEILING MATERIAL LEGEND

CL-1

CEMENT BOARD CEILING w/ SMOOTH STUCCO FINISH ON METAL STUD FRAMING

SHEET REFERENCE

- SEE SHEET G001 FOR GENERAL PROJECT NOTES.
- SEE SHEET A151 FOR FINISH INFORMATION.
- SEE SHEET A150 SERIES FOR REFLECTED CEILING PLANS. A
- SEE SHEET A200 SERIES FOR EXTERIOR ELEVATIONS.

WALL LEGEND

WALLS TO BE DEMOLISHED
NEW INSULATED METAL STUD WALL PARTITION
EXISTING WALLS (TO REMAIN)
NEW METAL STUD WALL PARTITION

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ENGINEER

SEAL
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JEREMY ARTS
86012123
REGISTERED ARCHITECT

PROJECT NAME
MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE
ENLARGED REFLECTED CEILING PLANS

SHEET NUMBER
A151

PROJECT STATUS
PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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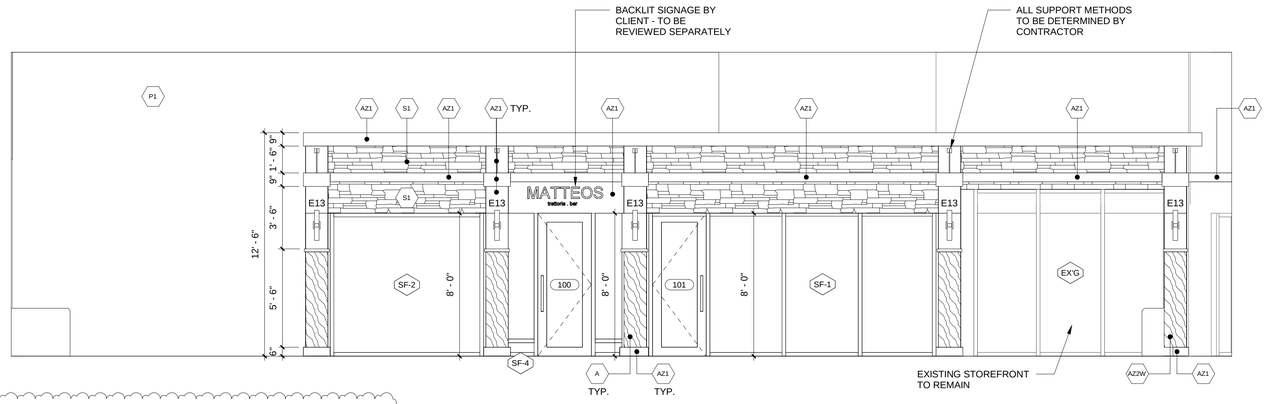
NOTE: DEMOLITION OF FINISHES, PATCH AND REPAIR OF STUCCO AND PAINTING THAT IS ABOVE AND NEAR ADJACENT TENANT MUST BE COMPLETED DURING OFF HOURS

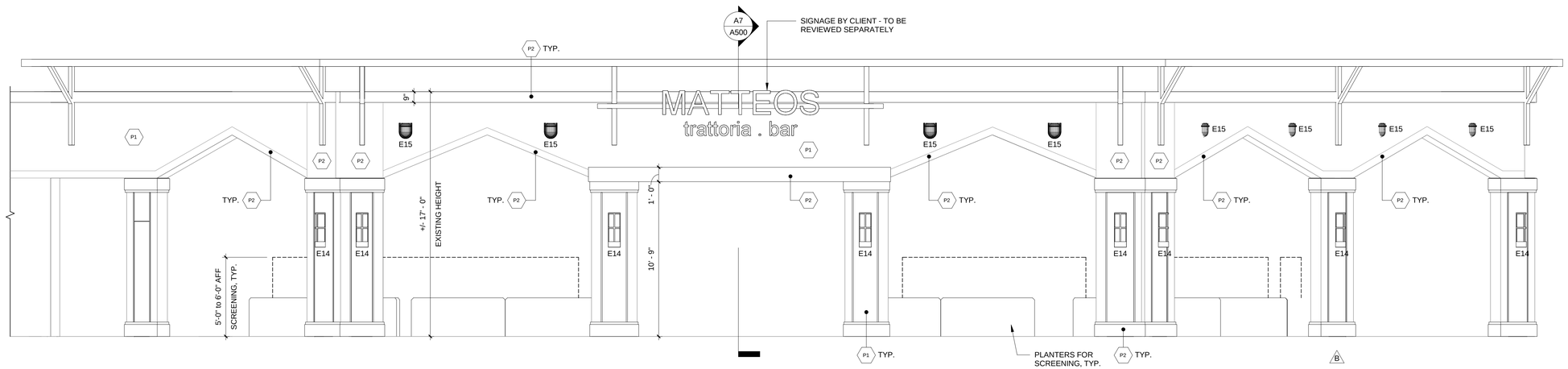
FINISH MATERIAL SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	PRODUCT NAME	MODEL NO.	SIZE	COLOR	FINISH	REMARKS
PAINT								
P1	WALL PAINT	SHERWIN WILLIAMS	-	#SW7004	-	SNOWBOUND - EXT. GRADE	EGGSHELL	CREAM TONE
P2	WALL PAINT	SHERWIN WILLIAMS	-	#SW6234	-	UNCERTAIN GRAY - EXT. GRADE	EGGSHELL	GRAY TONE
P3	WALL PAINT	SHERWIN WILLIAMS	-	#SW6258	-	TRICORN BLACK - EXT. GRADE	EGGSHELL	CHARCOAL TONE
AZEK FINISHES								
AZ1	EXTERIOR PVC	AZEK	CLADDING	-	-	PVC BLACK	WOODGRAIN	OPEN JOINT
AZ2	EXTERIOR PVC	AZEK	CLADDING	-	-	ENGLISH WALNUT	WOODGRAIN	OPEN JOINT



F2 EXTERIOR ELEVATION

A2 / A100 1/4" = 1'-0"



B2 EXTERIOR ELEVATION

A2 / A100 1/4" = 1'-0"

ARCHITECT

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ENGINEER

SEAL

STATE OF FLORIDA · JEREMY ARTS · 26012124 · REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
B	07.10.24		CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A200

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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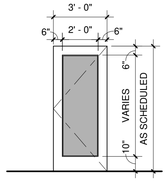
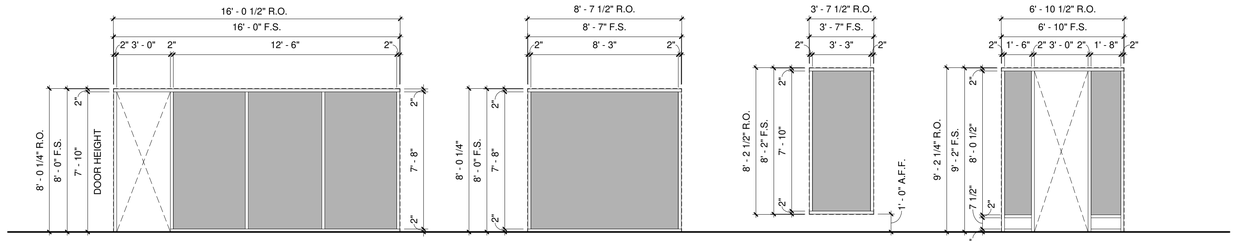
DOOR SCHEDULE

DOOR NO.	ROOM to ROOM TRANSFER	DOOR WIDTH	DOOR HEIGHT	DOOR THICKNESS	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	GLAZING TYPE	FIRE RATING	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	HEAD DETAIL	JAMB DETAIL	PANIC HARDWARE	HARDWARE GROUP	REMARKS	DOOR NO.
100	EXTERIOR TO BAR	3' - 0"	8' - 0"	0' - 1 3/4"	FG1	AL / GL	-	GL2	-	-	-	-	D1/A410	D5/A410	YES	HG-1	STOREFRONT SYSTEM	100
101	EXTERIOR TO ENTRY	3' - 0"	8' - 0"	0' - 1 3/4"	FG1	AL / GL	-	GL2	-	-	-	-	D1/A410	D5/A410	YES	HG-1	STOREFRONT SYSTEM	101



FG1

GL2



SF-1
ALUMINUM STOREFRONT
QTY: 1
GL1

SF-2
ALUMINUM STOREFRONT
QTY: 1
GL1

SF-3
ALUMINUM STOREFRONT
QTY: 2
GL1

SF-4
ALUMINUM STOREFRONT
QTY: 1
GL1

G1 DOOR TYPES

1/4" = 1'-0"

G4 ALUMINUM STOREFRONT TYPES

1/4" = 1'-0"

D1 STOREFRONT FRAME HEAD DETAIL

3" = 1'-0"

D5 STOREFRONT FRAME JAMB DETAIL

3" = 1'-0"

A1 STOREFRONT HEAD DETAIL

3" = 1'-0"

A5 STOREFRONT JAMB DETAIL

3" = 1'-0"

GENERAL DOOR and FRAME PROJECT NOTES

A. ALL DOORS SHALL OPERATE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, PANIC BARS OR PUSH / PULL ACTIVATING BARS. SEE SPECIFICATIONS.
B. DOOR CLOSER IF PRESENT MUST BE SET SO THAT IT TAKES DOOR AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90° TO A POSITION OF 12 DEGREES FROM THE LATCH.
C. EFFORT TO OPERATE DOORS WITHIN PRESSURES ALLOWED:
   a. INTERIOR DOORS - 5 LBS MAXIMUM PRESSURE TO OPERATE
   b. EXTERIOR DOORS - 5 LBS MAXIMUM PRESSURE TO OPERATE
   c. FIRE DOORS - 15 LBS MAXIMUM PRESSURE TO OPERATE
D. THE WIDTH OF THE LEVEL AREA ON THE SIDE TO WHICH THE DOOR SWINGS SHALL EXTEND 24" PAST THE STRIKE EDGE OF THE DOOR FOR EXTERIOR DOORS AND 18" PAST THE STRIKE EDGE FOR INTERIOR DOORS.
E. WHERE USED BY THE BUILDING OCCUPANTS, DOOR HARDWARE SHALL BE ACCESSIBLE AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TURNING OF THE WRIST.
F. CONTRACTOR SHALL FIELD VERIFY ALL DOOR OPENING SIZES PRIOR TO ORDERING.
G. PROVIDE DOOR BOTTOMS AND EXIT SADDLES ON ALL EXTERIOR DOORS.
H. ALL EGRESS / EXIT DOORS SHALL BE PIVOTED OR SIDE-HINGED SWINGING TYPE PER CHAPTER 10 OF THE GOVERNING CODE.
I. PROVIDE ACCESSIBLE COMPLIANT THRESHOLDS AT ALL DOORS SCHEDULED TO HAVE THEM OR INDICATED TO BE A PART OF THE EMERGENCY EGRESS PATH - SEE LIFE SAFETY PLAN. COORDINATE WITH ADJACENT FLOOR FINISHES.
J. UNLESS OTHERWISE NOTED, PAINTED DOORS AND FRAMES TO HAVE ADJACENT WALL COLOR APPLIED.
K. UNLESS OTHERWISE NOTED, ALL WOOD DOORS TO BE FACTORY STAINED WITH CLEAR SATIN FINISH.
L. PROVIDE SILENCERS ON ALL DOOR FRAMES.
M. PANIC ALARMED HARDWARE TO BE INSTALLED ON 'EXIT ONLY' DOOR.
N. CLOSER TO BE INSTALLED ON ALL DOORS. REFER TO SPECIFICATION FOR HARDWARE.
O. UNLESS OTHERWISE NOTED, ALL HARDWARE FOR THE METAL/GLASS DOORS & TOILET PARTITIONS TO BE GALVANIZED STEEL
P. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND ALL REQUIRED HARDWARE SPECIFICATIONS FOR REVIEW AND APPROVAL BY ARCHITECT OF RECORD PRIOR TO FABRICATION & INSTALLATION.
Q. ALL DOORS TO REMAIN UNLOCKED WHILE SPACE IS OCCUPIED.
R. ALL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT PER SECTION 1010.1.9.3 CBC.
S. EVERY REQUIRED EXIT DOORWAY SHALL BE OF A SIZE TO PERMIT THE INSTALLATION OF A 3'-0" BY 7'-0" DOOR. A MINIMUM CLEAR WIDTH OF 32 INCHES MUST BE PROVIDED.

MATERIAL NOTES

FRAME MATERIAL:

HM	HOLLOW METAL FRAME
AL	ALUMINUM STOREFRONT FRAME
PT	PAINT PER SCHEDULE
FRP	FIBER REINFORCED POLYESTER

DOOR MATERIAL:

AL/GL	ALUMINUM AND GLASS STOREFRONT DOOR, (WIDE STILE, TYP.)
HM	HOLLOW METAL DOOR
WD	SOLID CORE WOOD DOOR
WD / GL	SOLD CORE WOOD DOOR WITH GLASS
PT	PAINT PER SCHEDULE
ST	STAIN PER SCHEDULE
FRP	FIBER REINFORCED POLYESTER
SS	STAINLESS STEEL

GLAZING TYPES

GLAZING TYPE

G-1 CLEAR 1" INSULATED LOW 'E' GLAZING

G-2 CLEAR 1" INSULATED SAFETY GLAZING

HARDWARE SCHEDULE

HARDWARE GROUP HG-1

HINGE (CONT.)	(1) EA.	IVES	224HD	628
PANIC HARDWARE	(1) EA.	VON	CD-35A-NL-OP-388	626
MORT. CYLINDER	(1) EA.	SCH	20-001 114	626
RIM CYLINDER	(1) EA.	SCH	20-021	626
STRAIGHT LONG DOOR PULL	(1) EA.	IVES	9266 36" OA	630
CLOSER	(1) EA.	LCN	4050 SCHUSH WMS	689
PARAMOUNT PLATE	(1) EA.	LCN	4050-18PA	689
THRESHOLD (ADA)	(1) EA.	ZER	546A-MSLA-10	A

DOOR-FRAME INSTALLATION NOTES

A. GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND NEW DOOR/FRAME OPENINGS PRIOR TO THE START OF WORK.
B. GENERAL CONTRACTOR SHALL REMOVE EXISTING MASONRY WALL AS REQUIRED FOR THE INSTALLATION OF THE NEW DOOR AND FRAME ASSEMBLIES AS PER DOOR SCHEDULE AND SPECIFICATIONS.
C. GENERAL CONTRACTOR SHALL PROVIDE ANY PATCHING REQUIRED AT NEW DOOR & WINDOW FRAMES LOCATED WITHIN EXISTING OPENINGS TO MATCH ADJACENT EXISTING FINISHES.
D. ALL SCREWS IN DOOR AND WINDOW FRAMES SHALL BE COUNTER-SUNK INTO FRAME AND THE SAME COLOR AS THE FRAME IN WHICH IT IS INSTALLED.
E. ANY EXISTING FRAMES INDICATED TO REMAIN AND RECEIVE NEW DOORS SHALL BE PRIMED AND PAINTED. PREP EXISTING FRAMES TO RECEIVE NEW DOORS AND HARDWARE. PAINT EXISTING FRAMES P-10.
F. EXCESSIVE CAULKING WILL NOT BE ACCEPTABLE. CAULK INSTALLATIONS SHALL BE CLEAN, CONCAVED, AND SMOOTH.
G. ALL VOIDS IN HEAD AND JAMBS SHALL BE PACKED SOLID WITH BATT INSULATION THAT MEETS THE INTENDED R-VALUE FOR THE INSULATION INDICATED TO BE INSTALLED IN THAT WALL.
H. GAPS BETWEEN FRAME AND EDGE OF OPENING SHALL NOT EXCEED 1/4" IN WINDOWS AND STOREFRONT INSTALLATIONS AND 1/2" IN CURTAINWALL INSTALLATIONS. PROVIDE BACKER RODS.
I. CONTRACTOR IS REQUIRED TO REMOVE ALL EXCESS CAULK AND DEBRIS ON ADJACENT MATERIALS THAT IS A RESULT OF THE INSTALLATION.
J. ANY FIELD MODIFICATIONS THAT RESULT IN THE NATURAL ALUMINUM BEING VISIBLE SHALL RECEIVE A FINISH THAT MATCHES THE FINISH OF THE ALUMINUM FRAME SYSTEM.
K. INSTALL LOCKTITE ON ALL MECHANICAL FASTENERS FOR DOOR CLOSERS.

GENERAL SAFETY GLAZING NOTES

EACH PANE OF SAFETY GLAZING INSTALLED IN HAZARDOUS LOCATION SHALL BE IDENTIFIED BY A MANUFACTURERS DESIGNATION SPECIFYING WHO APPLIED THE DESIGNATION, THE MANUFACTURER OR INSTALLER AND THE SAFETY GLAZING STANDARD. THE FOLLOWING SHALL BE CONSIDERED SPECIFIC HAZARDOUS LOCATIONS FOR THE PURPOSED OF SAFETY GLAZING. (SECTION 2406). GLAZING IN:

a. SWING DOORS
b. FIXED AND SLIDING PANELS OF SLIDING DOOR ASSEMBLIES AND PANELS IN SLIDING AND BI-FOLD CLOSET DOOR ASSEMBLIES.
c. STORM DOORS.
d. UNFRAMED SWINGING DOORS.
e. DOORS AND ENCLOSURES FOR HOT TUBS,W WHIRLPOOLS, SAUNAS, STEAM ROOMS, BATHTUBS, AND SHOWERS.
f. FIXED OR OPERABLE PANELS ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN 24 INCHES (610 MM) ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES (1,525 MM) ABOVE THE WALKING SURFACE. READ CODE FOR EXCEPTIONS.
g. FIXED OR OPERABLE PANEL, OTHER THAN DESCRIBED ITEMS e AND f, WHICH MEETS ALL OF THE FOLLOWING CONDITIONS (READ CODE FOR EXCEPTION WITH SPECIAL INSTALLATION).
   - EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 SQUARE FEET (0.84 M²)
   - EXPOSED BOTTOM EDGE LESS THAN 18 INCHES (457 MM) ABOVE THE FLOOR.
   - EXPOSED TOP EDGE GREATER THAN 36 INCHES (914 MM) ABOVE THE FLOOR.
   - ONE OR MORE WALKING SURFACES WITHIN 36 INCHES (914 MM) HORIZONTALLY OF THE PLANE OF THE GLAZING.
h. GUARDS AND RAILINGS REGARDLESS OF AREA OR HEIGHT ABOVE A WALKING SURFACE. INCLUDED ARE STRUCTURAL BALUSTER PANELS AND NONSTRUCTURAL IN-FILL PANELS.
i. WALLS AND FENCES ENCLOSING INDOOR AND OUTDOOR SWIMMING POOLS AND SPAS WHERE ALL OF THE FOLLOWING CONDITIONS ARE PRESENT:
   - THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 60 INCHES (1,525 MM) ABOVE A WALKING SURFACE ON THE POOL OR SPA SIDE OF THE GLAZING.
   - THE GLAZING IS WITHIN 60 INCHES (1,525 MM) OF A SWIMMING POOL OR SPA WATERS EDGE.
j. ADJACENT TO STAIRWAYS, LANDINGS AND RAMPS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE: WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE PLANE OF THE ADJACENT WALKING SURFACE (READ CODE FOR EXCEPTION WITH SPECIAL INSTALLATION).
k. ADJACENT TO STAIRWAYS WITHIN 60 INCHES HORIZONTALLY OF THE BOTTOM TREAD OF A STAIRWAY IN ANY DIRECTION WHEN THE EXPOSED SURFACE OF THE GLASS IS LESS THAN 60 INCHES ABOVE THE NOSE OF THE TREAD (READ CODE FOR EXCEPTION WITH SPECIAL INSTALLATION).

STOREFRONT INSTALLATION NOTES

A. EXCESSIVE CAULKING WILL NOT BE ACCEPTABLE. CAULK INSTALLATIONS SHALL BE CLEAN, CONCAVED, AND SMOOTH
B. ALL VOIDS IN HEAD, JAMB, AND SILLS SHALL BE PACKED SOLID WITH BATT INSULATION THAT MEETS THE INTENDED R-VALUE FOR THE INSULATION INDICATED TO BE INSTALLED IN THAT WALL.
C. GAPS BETWEEN FRAME AND EDGE OF OPENING SHALL NOT EXCEED 1/4" IN WINDOWS AND STOREFRONT INSTALLATIONS AND 1/2" IN CURTAINWALL INSTALLATIONS. PROVIDE BACKER RODS.
D. CONTRACTOR IS REQUIRED TO REMOVE ALL EXCESS CAULK AND DEBRIS ON ADJACENT MATERIALS THAT IS A RESULT OF THE INSTALLATION.
E. COORDINATE INSTALLATION OF RESCUE WINDOW STICKERS WITH THE OWNER AND ARCHITECT PRIOR TO THE INSTALLATION.
F. ANY FIELD MODIFICATIONS TO THE WINDOW SYSTEMS SHALL BE TESTED FOR AIR AND WATER INFILTRATION -OR- AN OFFICIAL LETTER FROM THE MANUFACTURER INDICATING THAT THE FIELD MODIFICATIONS WILL NOT VIOLATE THE WINDOW WARRANTY SHALL BE PROVIDED TO THE OWNER AND ARCHITECT.
G. ANY FIELD MODIFICATIONS THAT RESULT IN THE NATURAL ALUMINUM BEING VISIBLE SHALL RECEIVE A FINISH THAT MATCHES THE FINISH OF THE ALUMINUM WINDOW SYSTEM.
H. RESCUE WINDOW SCREENS SHALL BE INSTALLED AS PER SPECIFICATION REQUIREMENTS WITH A CONTINUOUS HINGE AND MAGNETIC LOCKING DEVICE AND INTERIOR HANDLE. WINDOW MANUFACTURERS NOT BEING ABLE TO MEET THIS REQUIREMENT WILL BE CONSIDERED NOT EQUAL TO WINDOW MANUFACTURERS LISTED.
I. ALL EXPOSED STEEL LINTELS (INTERIOR AND EXTERIOR) SHALL BE PRIMED AND PAINTED. COLOR AS SELECTED BY ARCHITECT.

ARCHITECT

CORE LEVEL ARCHITECTURE

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PHONE: 315.233.1300 FAX: 315.233.1314

ENGINEER

SEAL

STATE OF FLORIDA
JEREMY ARTS
10/01/124
REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

DOOR TYPES, ALUMINUM STOREFRONT TYPES AND DETAILS

SHEET NUMBER

A410

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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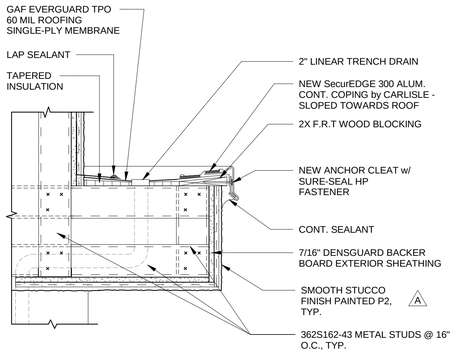
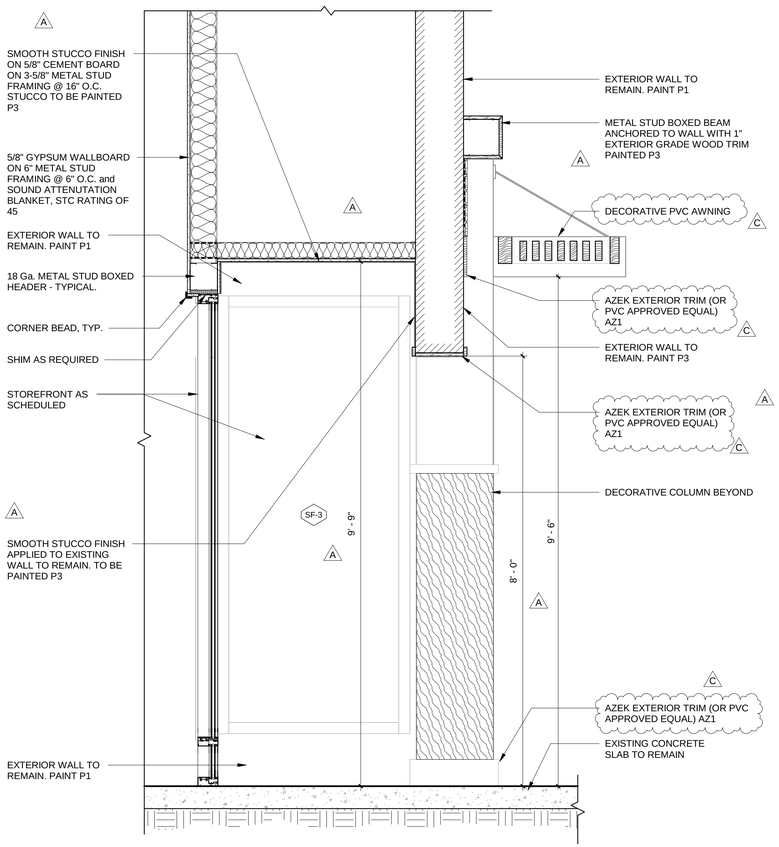


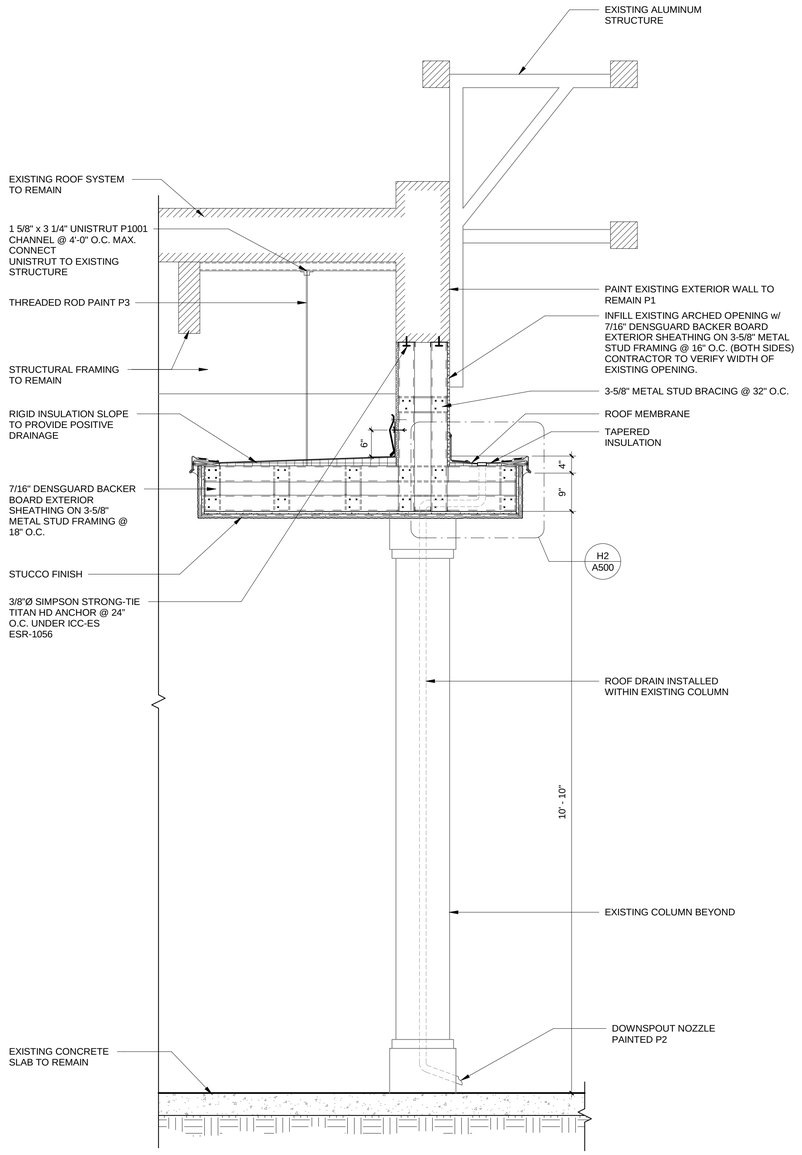
H2 ENLARGED DETAIL AT ENTRY CANOPY

A7 / A500 — 1 1/2" = 1'-0"



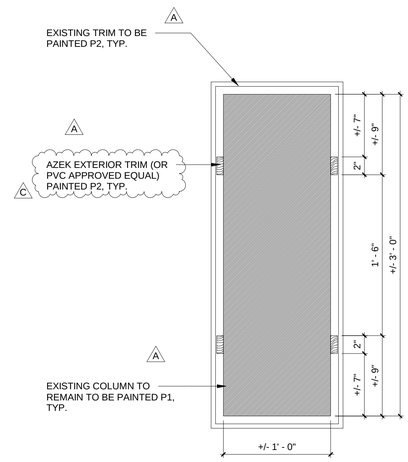
A2 SECTION AT ENTRY

A2 / A100 — 3/4" = 1'-0"



A7 SECTION AT EXTERIOR SOFFIT

A2 / A100 — 3/4" = 1'-0"



A12 PLAN DETAIL AT EXISTING COLUMN

A2 / A100 — 1 1/2" = 1'-0"

ARCHITECT
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ENGINEER

SEAL
STATE OF FLORIDA
JEREMY ARTS
90210124
REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

SECTIONS AND DETAILS

SHEET NUMBER

A500

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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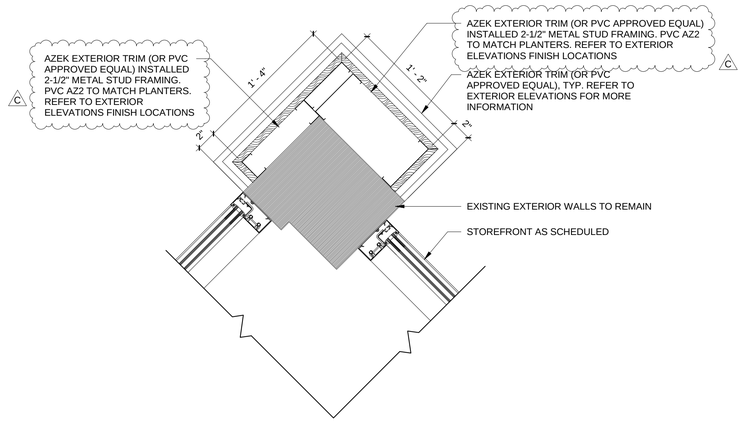
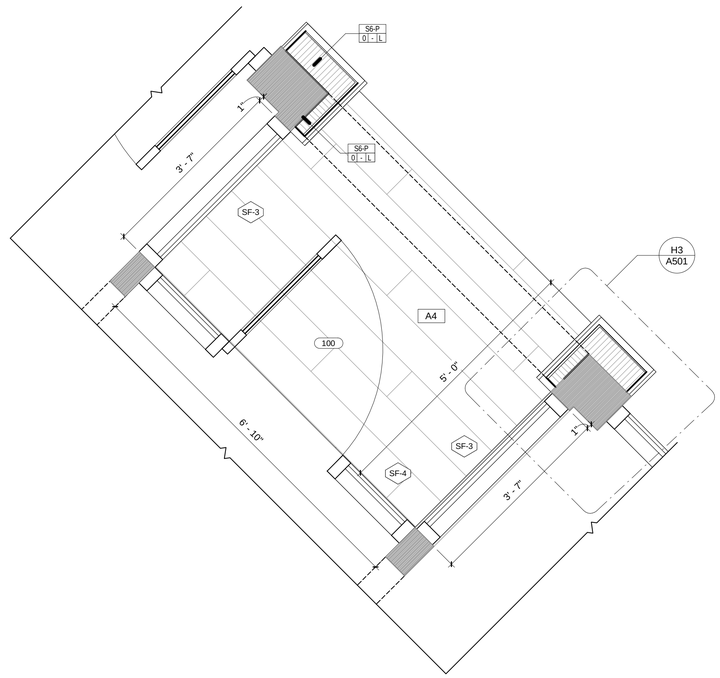
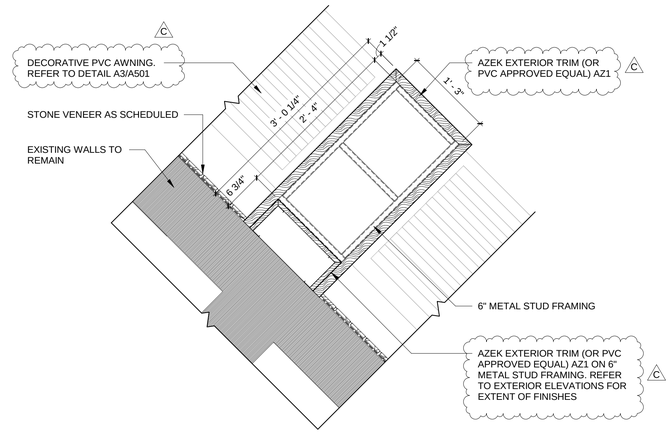


H3 ENLARGED FLOOR PLAN

F9 / A501

1 1/2" = 1'-0"





D3 ENLARGED REFLECTED CEILING PLAN

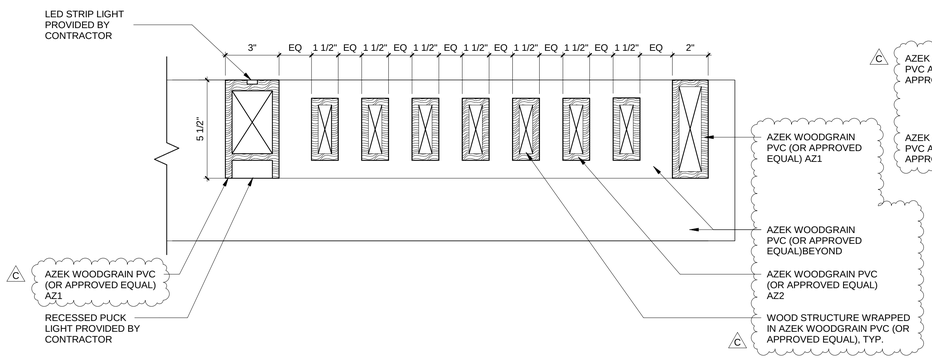
A7 / A151

1" = 1'-0"

F9 ENLARGED PLAN AT ENTRY

A2 / A100

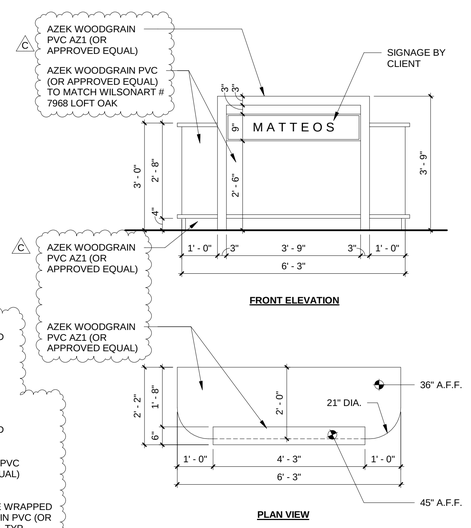
3/4" = 1'-0"

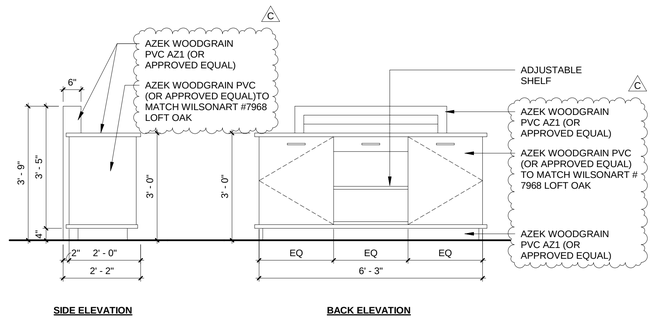


A3 SECTION AT DECORATIVE AWNING

A7 / A151

3" = 1'-0"





A9 HOSTESS MILLWORK

1/2" = 1'-0"

ARCHITECT

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ENGINEER

SEAL

STATE OF FLORIDA · JEREMY ARTS · 90121121 · REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S

NORTH PALM BEACH

1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

SECTIONS AND DETAILS

SHEET NUMBER

A501 A

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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E1 EXTERIOR 3D VIEW

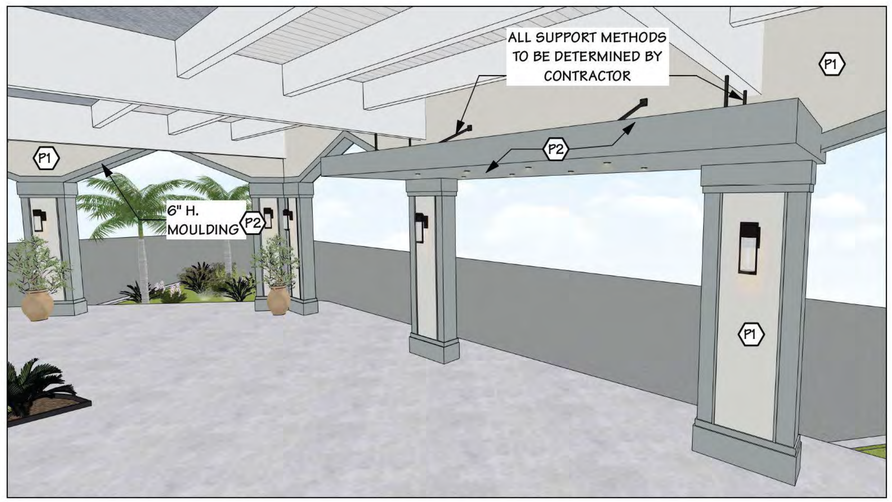
12" = 1'-0"

B **E7** EXTERIOR 3D VIEW A

12" = 1'-0"

B **A1** EXTERIOR 3D VIEW A

12" = 1'-0"



A9 EXTERIOR 3D VIEW

12" = 1'-0"

A

ARCHITECT

CORE LEVEL ARCHITECTURE

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ENGINEER

SEAL

STATE OF FLORIDA
JEREMY ARTS
86017121
REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION

REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
B	07.10.24		CLA COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

EXTERIOR - 3D VIEWS

SHEET NUMBER

A900

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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G13 EXTERIOR 3D VIEW

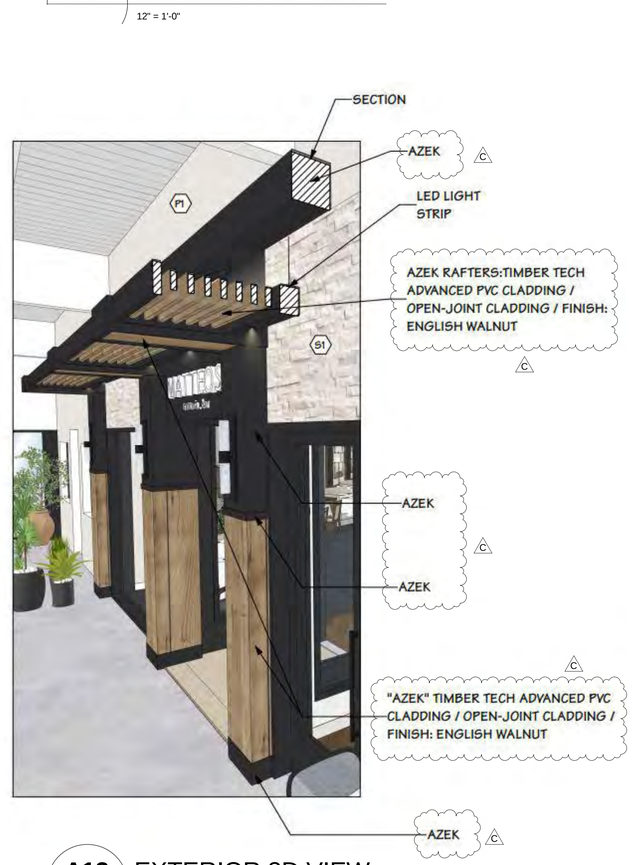
12" = 1'-0"

A2 EXTERIOR 3D VIEW

12" = 1'-0"

A7 EXTERIOR 3D VIEW A

12" = 1'-0"



A13 EXTERIOR 3D VIEW

12" = 1'-0"

ARCHITECT

CORE LEVEL ARCHITECTURE

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PHONE: 315.233.1300 FAX: 315.233.1314

ENGINEER

SEAL

STATE OF FLORIDA · JEREMY ARTS · 90121 · REGISTERED ARCHITECT

PROJECT NAME

MATTEO'S
NORTH PALM BEACH
1201 US-1 SUITES 24 and 25
NORTH PALM BEACH, FL 33408

REVISION			
REV	DATE	BY	NOTES
A	04.29.24		CLIENT AND CLA COMMENTS
C	08.09.24		BUILDING DEPT. COMMENTS

PROJECT NUMBER:	1008
DRAWN BY:	STAFF
CHECKED BY:	JJA
DATE:	03.27.24

SHEET TITLE

EXTERIOR - 3D VIEWS

SHEET NUMBER

A901

PROJECT STATUS

PROGRESS SET - NOT FOR CONSTRUCTION OR PERMITTING

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VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER

TO: Honorable Mayor and Council

FROM: Chuck Huff, Village Manager

DATE: August 22, 2024

SUBJECT: **RESOLUTION – Property, Casualty and Workers' Compensation Insurance Renewal Proposal for Fiscal Year 2025**

The Village's property and casualty coverage, as well as its workers' compensation insurance coverage, is set to expire on September 30, 2024. The current providers for each coverage are listed below:

Coverage	Current Provider	Agent / Broker
Property & Casualty	Public Risk Management of Florida (PRM)	First Florida Insurance Brokers (FFIB)
Workers' Compensation	Public Risk Management of Florida (PRM)	First Florida Insurance Brokers (FFIB)

Since April 2024, the Village Administration has been in discussions with PRM about a revised renewal. Property insurance rates have significantly increased across South Florida. Conversations with managers in North County indicate that their renewals have risen by 45% to 70%. **The proposed renewal for the Village reflects a total increase of $59,483, or 6.25%.**

A cost summary is provided in the table below:

	FY 2024			FY 2025 (*)	
Coverage	**Provider**	**Cost**		**Provider**	**Cost**
Property & Casualty	PRM	$552,574		PRM	$612,581
Workers' Compensation	PRM	$400,804		PRM	404,010
Member Credit		($14,300)			(18,030)
Agent Fee	FFIB	$10,000		FFIB	$10,000
Net		**$949,078**			**$1,008,561**
Positional Bonds	FFIB	$1,348		FFIB	$1,348
Fuel Tank Storage	FFIB	$1,010		FFIB	$1,010
Grand Total		**$951,436**			**$1,010,919**

(*) The Fiscal Year 2025 costs for the positional bonds and fuel storage tank policies are estimated only.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by First Florida Insurance Brokers to provide Property, Casualty and Workers' Compensation Insurance coverage to the Village through Public Risk Management of Florida for Fiscal Year 2025, authorizing the Village Administration to take all actions necessary to implement such coverage, and approving a waiver from the Village's purchasing policies and procedures as they relate to the procurement of insurance coverage.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FIRST FLORIDA INSURANCE BROKERS TO PROVIDE PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA AND AUTHORIZING VILLAGE ADMINISTRATION TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT SUCH COVERAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is currently a member of the Public Risk Management of Florida risk management and self-insurance pool for property and casualty coverage, as well as workers' compensation coverage; and

WHEREAS, Village Staff received a proposal from First Florida Insurance Brokers ("FFIB") for property, casualty, and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2025; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby accepts the proposal submitted by First Florida Insurance Brokers for property, casualty, and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2025 at a total estimated annual cost of $1,010,919.00. The Village Council further authorizes and directs Village Administration to take all actions necessary to implement such coverage.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

FIRST FLORIDA
Insurance Brokers
an accretive company

Creating Unique Risk Solutions

VILLAGE OF NORTH PALM BEACH

PROPERTY ◆ PROPERTY TERRORISM & SABOTAGE ◆ ACTIVE SHOOTER & MALICIOUS ATTACK ◆ CRIME ◆ AUTO LIABILITY ◆ GENERAL LIABILITY ◆ WORKERS COMPENSATION ◆ PUBLIC OFFICIALS/E&O LIABILITY
ANCILLARY COVERAGES

RENEWAL INSURANCE PROPOSAL

OCTOBER 1, 2024 TO OCTOBER 1, 2025

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NAMED INSURED AND MAILING ADDRESS
Village of North Palm Beach 501 US Highway One North Palm Beach, FL 33408

This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.

PREPARED BY

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	PROPERTY	
	EXPIRING 10/01/23 TO 10/01/24	**RENEWAL 10/01/24 TO 10/01/25**
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	$62,536,853	$65,410,167 | 4.59%
DEDUCTIBLES		
ALL OTHER PERILS, **EXCEPT:**	$1,000	✓
ALL OTHER FLOOD – PER UNIT	$1,000	✓
FLOOD – ZONES A&V	EXCESS OF NFIP WHETHER PURCHASED OR NOT	✓
NAMED WINDSTORM PER UNIT VALUES SHALL APPLY	5%	✓
VALUATION		
PROPERTY	REPLACEMENT COST	✓
INLAND MARINE	REPLACEMENT COST	✓
AUTO PHYSICAL DAMAGE (AS REPORTED)	ACTUAL CASH VALUE/REPLACEMENT COST	✓
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	✓
COINSURANCE	NONE	✓
ASSOCIATION LIMITS		
ALL PERILS, COVERAGES AND INSUREDS/MEMBERS COMBINED – PER OCCURRENCE **SUBJECT TO THE FOLLOWING SUB-LIMITS:**	$250,000,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
FLOOD – PER OCCURRENCE ANNUAL AGGREGATE	$50,000,000	✓
FLOOD SUBLIMIT – ANNUAL AGGREGATE ▪ CONTRACTORS EQUIPMENT ▪ FINE ARTS ▪ LICENSED VEHICLES ▪ UNLICENSED VEHICLES	$5,000,000	✓
FLOOD SUBLIMIT ▪ PER OCCURRENCE ▪ MISCELLANEOUS UNNAMED LOCATIONS	$10,000,000	✓
EARTHQUAKE SHOCK LIMIT ▪ PER OCCURRENCE & ANNUAL AGGREGATE	$50,000,000	✓
WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM	$80,000,000	$100,000,000
AUTO PHYSICAL DAMAGE ▪ ON AND OFF PREMISES ▪ OFF THE ROAD	INCLUDED $10,000,000	✓

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2024 AND/OR BINDING OF PROGRAM.

	PROPERTY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	$62,536,853	$65,410,167
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
ACCIDENTAL CONTAMINATION	$250,000/$500,000	✓
ACCOUNT RECEIVABLES	INCLUDED	✓
ANIMALS ▪ UNSCHEDULED ANIMALS	$50,000 FOR ANY ONE ANIMAL/ $250,000 PER OCCURRENCE	✓
ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	LIMITED COVERAGE	✓
AUTOMATIC ACQUISITION LIMIT	$25,000,000	✓
AUTOMATIC ACQUISITION LIMIT FOR ▪ VEHICLES ▪ SPECIAL FLOOD HAZARD AREAS	 $10,000,000 $10,000,000 ANNUAL AGGREGATE	 ✓ ✓
BUILDING ORDINANCE UNDAMAGED PORTION OF BUILDING	INCLUDED	✓
BUSINESS INTERRUPTION	$100,000,000	✓
CIVIL AUTHORITY WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
CLAIM PREPARATION EXPENSE	$1,000,000	✓
CONTINGENT BUSINESS INTERRUPTION	$5,000,000 EXCEPT TAX INTERRUPTION - EXCLUDED	✓ ✓
COURSE OF CONSTRUCTION & ADDITIONS	$50,000,000 EXCLUDES FRAME BUILDERS RISK	✓
DEBRIS REMOVAL	INCLUDED	✓
DEMOLITION	INCLUDED	✓
EARTH MOVEMENT *EXCEPT* ▪ VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	$50,000,000 ANNUAL AGGREGATE $5,000,000 COMBINED AGGREGATE	✓ ✓
ELECTRONIC DATA PROCESSION (EDP)	INCLUDED	✓
ERRORS & OMISSIONS	$25,000,000	✓
EXPEDITING EXPENSE	$50,000,000	✓
EXTENDED PERIOD OF INDEMNITY	180 DAYS	✓
EXTRA EXPENSE	$50,000,000	✓
FINE ARTS ▪ UNSCHEDULED FINE ARTS	INCLUDED $2,500,000	✓
FIRE FIGHTING EXPENSE	INCLUDED	✓
FLOOD *EXCEPT* ▪ SPECIAL FLOOD HAZARD AREAS ▪ VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	$50,000,000 INCLUDED $5,000,000 COMBINED AGGREGATE	✓ ✓ ✓

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2024 AND/OR BINDING OF PROGRAM.

	PROPERTY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	$62,536,853	$65,410,167
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
IMPROVEMENT & BETTERMENT	INCLUDED	✓
INCREASED COST OF CONSTRUCTION	$25,000,000	✓
INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	$500,000	✓
LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS *EXCEPT* UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	$5,000,000 $1,000,000	✓ ✓
LEASEHOLD INTEREST	INCLUDED	✓
MISCELLANEOUS UNNAMED LOCATIONS *EXCEPT* SPECIAL FLOOD HAZARD AREAS	$25,000,000 $10,000,000 ANNUAL AGGREGATE	✓ ✓
MOLD (RESULTANT)	$35,000 AGGREGATE	✓
MONEY AND SECURITIES	$2,500,000	✓
OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	$25,000,000	✓
PERSONAL EFFECTS	INCLUDED	✓
PERSONAL PROPERTY OF OTHERS	INCLUDED	✓
PERSONAL PROPERTY OUTSIDE THE USA	$1,000,000	✓
PROTECTION AND PRESERVATION OF PROPERTY	INCLUDED	✓
PROPERTY OFF PREMISES	INCLUDED	✓
SIGNS	INCLUDED	✓
TRANSIT	$25,000,000	✓
TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	$500,000	✓
VALUABLE PAPERS AND RECORDS	INCLUDED	✓
WATERCRAFT ▪ UP TO 27 FEET, UNSCHEDULED ▪ OVER 27 FEET, SCHEDULED	 $250,000 UNSCHEDULED ALL SCHEDULED INCLUDED	 ✓ ✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA EXCLUSION	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	$322,244	$370,755
	difference	$48,511 15.05%

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2024 AND/OR BINDING OF PROGRAM.

RATING EXPOSURES – PROPERTY INFORMATION		
TOTAL INSURED VALUES	**EXPIRING 2023-2024**	**RENEWAL 2024-2025**
TOTAL BUILDING VALUES	$40,688,612	$42,723,042
TOTAL CONTENT VALUES	$5,202,596	$5,254,622
DECLARED/PROP IN OPEN	$4,185,815	$4,395,106
EDP EQUIPMENT (HARDWARE)	$1,243,800	$1,256,238
BUSINESS INTERRUPTION/EXTRA EXPENSE	$1,000,000	$1,000,000
EQUIPMENT VALUES	$2,916,561	$2,916,561
AUTOMOBILE VALUES – ACTUAL CASH VALUE	$2,339,364	$2,596,553
AUTOMOBILE VALUES – REPLACEMENT COST	$4,960,106	$5,268,045
RENTAL VALUES	$0	$0
MISCELLANEOUS PROPERTY	$0	$0
TOTAL INSURABLE VALUES	**$62,536,853**	**$64,116,705**

***APPRAISAL COSTS ARE INCLUDED WITHIN THE PRM PROGRAM**

	PROPERTY TERRORISM & SABOTAGE	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	$25,000,000 Per Occurrence $25,000,000 Aggregate	✓
DEDUCTIBLE	$10,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
BUSINESS INTERRUPTION SUBLIMIT	$93,024,718	✓
CIVIL OR MILITARY AUTHORITY SUBLIMIT	$1,000,000 30 DAY(S), & 1 MILE(S)	✓
DEBRIS REMOVAL EXPENSES SUBLIMIT	$250,000	✓
DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	$250,000	✓
DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	$1,000,000	✓
ERRORS & OMISSIONS SUBLIMIT	$250,000	✓
ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	$1,000,000	✓
EXTENDED PERIOD OF INDEMNITY SUBLIMIT	$0 AND 180 DAY(S)	✓
FINE ART SUBLIMIT	$250,000	✓
INGRESS/EGRESS SUBLIMIT	$1,000,000, 30 DAY(S) & 1 MILE(S)	✓
PRESERVATION OF PROPERTY SUBLIMIT	$250,000	✓
PROFESSIONAL FEES SUBLIMIT	$250,000	✓
RELOCATION EXPENSE SUBLIMIT	$250,000	✓
SERVICE INTERRUPTION SUBLIMIT	$1,000,000, 30 DAY(S) & 1 MILE(S)	✓
TRANSIT SUBLIMIT	$250,000	✓
VALUABLE PAPERS SUBLIMIT	$250,000	✓
ACCOUNTS RECEIVABLE SUBLIMIT	$250,000	✓
ASBESTOS SUBLIMIT	$500,000	✓
COMMISSIONS, PROFITS & ROYALTIES SUBLIMIT	$250,000	✓
DELAY IN STARTUP COST SUBLIMIT	$250,000	✓
FIRE PROTECTIVE SYSTEMS SUBLIMIT	$10,000	✓
GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	$250,000	✓
KEY & LOCK EXPENSE SUBLIMIT	$250,000	✓
LANDSCAPING SUBLIMIT	$10,000	✓
LOSS OF ATTRACTION SUBLIMIT	$0, 0 DAY(S) & 0 MILE(S)	✓
MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	$1,000,000 AND 30 DAY(S)	✓
NEWLY ACQUIRED LOCATIONS SUBLIMIT	$1,000,000 AND 90 DAY(S)	✓
PROPERTY IN COURSE OF CONSTRUCTION	$1,000,000	✓
RENTAL INCOME SUBLIMIT	$93,024,718	✓
SOFT COST SUBLIMIT	$10,000	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY

✓ Per Expiring
Change from Expiring

	ACTIVE SHOOTER & MALICIOUS ATTACK	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	$2,000,000 Per Occurrence $2,000,000 Aggregate	✓
DEDUCTIBLE	$10,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
ADDITIONAL SECURITY MEASURES SUBLIMIT	$250,000	✓
COUNSELING SUBLIMIT	$250,000	✓
PUBLIC RELATIONS COSTS SUBLIMIT	$250,000	✓
MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	$250,000	✓
WAITING PERIOD	0 HOURS	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PROPERTY PREMIUM	INCLUDED IN PROPERTY PREMIUM

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT

✓ Per Expiring
Change from Expiring

	CRIME	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	$1,000	✓
LIMITS		
EMPLOYEE THEFT-PER LOSS COVERAGE	$500,000	✓
FORGERY OR ALTERATION	$500,000	✓
INSIDE PREMISES-THEFT OF MONEY & SECURITIES	$500,000	✓
INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER PROPERTY	$500,000	✓
OUTSIDE THE PREMISES	$500,000	✓
COMPUTER FRAUD	$500,000	✓
FUNDS TRANSFER FRAUD	$500,000	✓
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	$500,000	✓
IMPERSONATION FRAUD/SOCIAL ENGINEERING	$100,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
FAITHFUL PERFORMANCE OF DUTY INCLUDED	INCLUDED	✓
45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT	INCLUDED	✓
60 DAY LOSS REPORT REQUIREMENT	INCLUDED	✓
NO MINIMUM EARNED PREMIUM	INCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PROPERTY PREMIUM	INCLUDED IN PROPERTY PREMIUM

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2024 AND/OR BINDING OF PROGRAM.

	BOILER & MACHINERY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	TRAVELERS ENERGYMAX 21	TRAVELERS ENERGYMAX 21
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLES		
ALL OBJECTS	$1,000	✓
TRANSFORMERS 10,000 KVA	$10,000	✓
VALUATION		
ALL OTHER EQUIPMENT	REPAIR AND/OR REPLACEMENT	✓
EQUIPMENT 20 YEARS OR OLDER	ACTUAL CASH VALUE	✓
ASSOCIATION LIMITS		
LIMIT PER ACCIDENT	$50,000,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE	$250,000	✓
DEMOLITION/INCREASED COST	$1,000,000	✓
ERRORS IN DESCRIPTION	POLICY LIMIT	$5,000,000
EXPEDITING EXPENSE	POLICY LIMIT	✓
HAZARDOUS SUBSTANCE	$2,000,000	✓
MEDIA	$500,000	$250,000
NEWLY ACQUIRED LOCATION	POLICY LIMIT	✓
ORDINANCE OR LAW INCL. DEMOLITION	$1,000,000	✓
REFRIGERANT CONTAMINATION	POLICY LIMIT	✓
WATER DAMAGE	POLICY LIMIT	✓
MAJOR PERILS EXCLUDED [NOT ALL INCLUSIVE]		
EARTHQUAKE	EXCLUDED	✓
EC PERILS	EXCLUDED	✓
FLOOD	EXCLUDED	✓
FREEZE	EXCLUDED	✓
FURNACE EXPLOSION	EXCLUDED	✓
LIGHTNING	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	$4,703	$4,917
	difference	$214 4.55%

✓ Per Expiring
Change from Expiring

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2024 AND/OR BINDING OF PROGRAM.

	GENERAL LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
DEDUCTIBLE	NIL	✓
LIMITS		
LIMIT OF LIABILITY (INCLUSIVE OF SIR)	$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
EMPLOYEE BENEFIT LIABILITY	INCLUDED	✓
LAW ENFORCEMENT LIABILITY	INCLUDED	✓
TERMS [INCLUDING BUT NOT LIMITED TO]		
COMMUNICABLE DISEASE*	$200,000 PER CLAIMANT/$300,000 PER OCC /$300,000 MEMBER AGG/$3,000,000 POOL AGG.	✓
PREMIUM		
ANNUAL PREMIUM	$225,627	$236,909
	difference	$11,282 5.00%

ASSOCIATION AGGREGATE $100,000,000 FOR ALL LIABILITY COVERAGES

***COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

	PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY	
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
RETROACTIVE DATE	N/A	✓
DEDUCTIBLE	NIL	✓
LIMITS		
LIMIT OF LIABILITY	$2,000,000	✓
SUB-LIMITS [INCLUDING BUT NOT LIMITED TO]		
BERT HARRIS	$300,000	✓
INVERSE CONDEMNATION	$100,000/$100,000	✓
NON-MONETARY DAMAGES	$100,000/$100,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
ERRORS AND OMISSIONS &WRONGFUL ACTS	INCLUDED	✓
SEXUAL HARASSMENT	INCLUDED	✓
SEXUAL MISCONDUCT [COVERAGE AVAILABLE]	EXCLUDED	✓
COMMUNICABLE DISEASE *	$200,000 PER CLAIMANT/$300,000 PER OCC /$300,000 MEMBER AGG/$3,000,000 POOL AGG.	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

✓ Per Expiring
Change from Expiring

	AUTOMOBILE LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
DEDUCTIBLE	NIL	✓
LIMITS		
LIABILITY COMBINED SINGLE LIMIT (INCLUSIVE OF SIR)	$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
PERSONAL INJURY PROTECTION	STATUTORY	✓
PHYSICAL DAMAGE ▪ COLLISION ▪ COMPREHENSIVE	 EXCLUDED – COVERED UNDER PROPERTY EXCLUDED – COVERED UNDER PROPERTY	 ✓ ✓
HIRED/BORROWED LIABILITY	$2,000,000	✓
HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED	✓
NON-OWNED LIABILITY	$2,000,000	✓
NON-OWNED PHYSICAL DAMAGE	INCLUDED	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
AUTO PHYSICAL DAMAGE	EXCLUDED – COVERED UNDER PROPERTY	✓
MEDICAL PAYMENTS	EXCLUDED	✓
UNINSURED/UNDERINSURED MOTORIST	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

ASSOCIATION AGGREGATE $100,000,000 FOR ALL LIABILITY COVERAGES

✓ Per Expiring
Change from Expiring

	EXCESS LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGES INCLUDED		
AUTOMOBILE LIABILITY	✓	✓
EMPLOYEE BENEFITS LIABILITY	✓	✓
EMPLOYMENT PRACTICES LIABILITY	✓	✓
ERRORS & OMISSIONS LIABILITY	✓	✓
GENERAL LIABILITY	✓	✓
LAW ENFORCEMENT LIABILITY	✓	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
ABUSE OR MOLESTATION	✓	✓
AIRPORT LIABILITY	✓	✓
ASBESTOS	✓	✓
AUTOMOBILE FIRST PARTY COVERAGE	✓	✓
DAMS, LEVEES, DIKES OR RESERVOIRS	✓	✓
EMPLOYERS' LIABILITY/WORKERS' COMPENSATION	✓	✓
FAILURE TO SUPPLY EXCLUSION-UTILITIES	✓	✓
FUNGI OR BACTERIA	✓	✓
NURSING HOME	✓	✓
PROPERTY DAMAGE EXCLUSION-REAL AND/OR PERSONAL PROPERTY	✓	✓
POLLUTION LIABILITY EXCLUSION-HOSTILE FIRE COVERAGE	✓	✓
SILICA OR DUST	✓	✓
WAR	✓	✓
WHARFINGERS' LIABILITY	✓	✓

LINE OF COVERAGE	LIMIT	EXCESS OF LIMITS	COVERAGE TRIGGER		
AUTO LIABILITY	$3,000,000	$2,000,000	PER ACCIDENT	✓	✓
EMPLOYEE BENEFITS LIABILITY	$3,000,000	$2,000,000	PER CLAIM	✓	✓
EMPLOYMENT PRACTICES LIAB	$3,000,000	$2,000,000	PER CLAIM	✓	✓
GENERAL LIABILITY INCLUDING LAW ENFORCEMENT	$3,000,000	$2,000,000	PER OCCURRENCE	✓	✓
MISCELLANEOUS PROFESSIONAL	$3,000,000	$2,000,000	PER CLAIM	✓	✓
PREMIUM					
ANNUAL PREMIUM				INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

ASSOCIATION AGGREGATE $100,000,000 FOR ALL LIABILITY COVERAGES

$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY

✓ Per Expiring
Change from Expiring

DESCRIPTION	CLASS CODE	2023-2024 EXPIRING PAYROLL	2024-2025 ESTIMATED PAYROLL
IRRIGATION WORKERS	0251	$113,894	$119,589
STREET OR ROAD PAVING	5509	$261,930	$275,027
FIREFIGHTERS & DRIVERS	7704	$2,824,238	$2,965,450
POLICE OFFICERS & DRIVERS	7720	$4,144,024	$4,351,225
AUTOMOBILE SERVICE COMPANIES & EMS PROVIDERS & DRIVERS	8380	$227,571	$238,950
CLERICAL OFFICE EMPLOYEES	8810	$3,671,359	$3,854,927
BUILDINGS OPERATIONS BY OWNER -ALL OTHER EMPLOYEES	9015	$272,058	$285,661
CLUBS – COUNTRY. GOLF, FISHING OR YACHT & CLERICAL	9060	$1,037,980	$1,089,879
PARK NOC- ALL EMPLOYEES & DRIVERS	9102	$929,358	$975,826
GARBAGE ASHES OR REFUSE COLLECTION DRIVERS	9403	$1,065,604	$1,118,884
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	$734,369	$771,087
	TOTAL PAYROLL	**$15,282,385**	**$16,046,505**
			$764,120 5%

	WORKERS' COMPENSATION	
	EXPIRING 10/01/23 TO 10/01/24	**RENEWAL 10/01/24 TO 10/01/25**
CARRIER	PUBLIC RISK MANAGEMENT	PUBLIC RISK MANAGEMENT
DEDUCTIBLE	NIL	✓
LIMITS		
EXCESS WORKER'S COMPENSATION – MEDICAL, DISABILITY, DEATH	STATUTORY	✓
EMPLOYERS' LIABILITY – EACH ACCIDENT – EACH EMPLOYEE FOR DISEASE	 $2,000,000 $2,000,000	 ✓ ✓
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
BROAD FORM ALL STATES	INCLUDED	✓
MARITIME COVERAGE ENDORSEMENT	INCLUDED	✓
VOLUNTARY COMPENSATION ENDORSEMENT	INCLUDED	✓
ANNUAL POLICY AUDIT		
COMPOSITE RATE	0.0262265	0.025177476
PREMIUM		
ANNUAL PREMIUM	$400,804	$404,010
	difference	$3,206 0.80%

✓ Per Expiring
Change from Expiring

	CYBER LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	RENEWAL 10/01/24 TO 10/01/25
CARRIER	GREAT AMERICAN INSURANCE	GREAT AMERICAN INSURANCE
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	✓
RETROACTIVE DATE	10/01/2016	✓
DEDUCTIBLE	$20,000	✓
LIMITS		
LIMIT OF LIABILITY	$1,000,000	✓
ANNUAL AGGREGATE	$5,000,000 POOL AGGREGATE	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO]		
BUSINESS INCOME/EXTRA EXPENSE	INCLUDED	✓
CYBER EXTORTION THREATS	INCLUDED	✓
MEDIA LIABILITY	INCLUDED	✓
PUBLIC RELATIONS EXPENSE	INCLUDED	✓
REPLACEMENT/RESTORATION OF ELECTRONIC DATA	INCLUDED	✓
SECURITY BREACH EXPENSE	INCLUDED	✓
SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]	INCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PACKAGE PREMIUM	INCLUDED IN PACKAGE PREMIUM

✓ Per Expiring
Change from Expiring

NOT CURRENTLY PURCHASED

	POLLUTION AND REMEDIATION LEGAL LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	**RENEWAL 10/01/24 TO 10/01/25**
CARRIER	INDIAN HARBOR INSURANCE CO.	INDIAN HARBOR INSURANCE CO.
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/1998	10/01/1998
SELF-INSURED RETENTION	$25,000	$25,000
LIMITS		
LIMIT OF LIABILITY EACH POLLUTION CONDITION	$1,000,000	✓
TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE	$2,000,000	✓
EMERGENCY REMEDIATION EXPENSE	$250,000	✓
EMERGENCY REMEDIATION EXPENSE AGGREGATE	$1,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
CONTINGENT TRANSPORTATION COVERAGE	INCLUDED	✓
LEGAL DEFENSE EXPENSE	INCLUDED	✓
ON PREMISES & OFF PREMISES REMEDIATION LEGAL LIABILITY	INCLUDED	✓
POLLUTION LEGAL LIABILITY	INCLUDED	✓
STORAGE TANKS	INCLUDED	✓

✓ Per Expiring

NOT CURRENTLY PURCHASED

	AIRPORT OWNERS AND OPERATORS LIABILITY	
	EXPIRING 10/01/23 TO 10/01/24	**RENEWAL 10/01/24 TO 10/01/25**
CARRIER	ACE PROPERTY & CASUALTY INSURANCE COMPANY	ACE PROPERTY & CASUALTY INSURANCE COMPANY
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
FAA ID STATE NAME	N/A	N/A
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	NIL	NIL
LIMITS		
LIMIT OF LIABILITY	$2,000,000	✓
▪ EXTENDED COVERAGE-WAR, HI-JACKING & OTHER PERILS ANNUAL AGGREGATE	$2,000,000	✓
▪ FIRE DAMAGE LIMIT ANY ONE FIRE	$100,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE OCCURRENCE	$1,000,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT	$1,000,000	✓
▪ MALPRACTICE ANNUAL AGGREGATE	$2,000,000	✓
▪ MEDICAL EXPENSE LIMIT ANY ONE PERSON	$1,000	✓
▪ NON-OWNED AIRCRAFT LIABILITY	$2,000,000	✓
▪ PERSONAL INJURY AND ADVERTISING INJURY ANNUAL AGGREGATE	$2,000,000	✓
▪ PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE	$2,000,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
60 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM	✓	✓

VALUES BASED ON 2024-2025 PRM RENEWAL APPLICATION

EXPOSURE	2023-2024	2024-2025	% CHANGE
PROPERTY TIV	$62,536,853	$65,410,167	**4.59%**
PAYROLL	$15,282,385	$16,046,505	**5%**

After careful consideration of reference proposal dated August 14, 2024,
we accept your insurance program per indicated with and "X" below:

		2023/2024	2024/2025	% Change
	PRM PROPERTY AND CRIME	$322,244	$370,755	15.05%
	PRM BOILER & MACHINERY	$4,703	$4,917	4.55%
	PRM GL/AL/E&O/LEL & EXCESS LIABILITY	$225,627	$236,909	5.00%
	PRM WORKERS' COMPENSATION	$400,804	$404,010	0.80%
	PRM Member Credit	**($14,300)**	**($18,030)**	
	PREMIUM TOTAL:	**$939,078**	**$998,561**	**6.33%**
	Cyber Liability	Included	Included	
	Public Official Bond (10/25/24 renewal)	$1,348.00	$1,348.00	
	Agent's Fee	$10,000	$10,000	
	GRAND TOTAL	**$950,426**	**$1,009,909**	**6.26%**

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature _____ Date _____

Print Member Name _____

***SIGNED BINDING AUTHORITY TO BE RETURNED BY 9/15/2024**

THIS DOCUMENT IN ITS ENTIRELY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: August 22, 2024

SUBJECT: **RESOLUTION – Approving an Amendment to the Contract for Building Department Services with C.A.P Government Inc. to increase the compensation for Fiscal Year 2024 to a total of $100,000.**

In March of 2024, the Village of North Palm Beach (Village) posted a solicitation for building department services on an as needed basis. Two proposals were received in response to the Request for Proposals, and the Selection Committee recommended executing non-exclusive contracts with both firms. One of the companies selected was C.A.P. Government, Inc. (CAP). On June 27, 2024, the Village executed a Contract for Services with CAP and capped the total amount of compensation to $50,000 per fiscal year.

Since June, the Village has required additional services from CAP. Due to staffing shortages and lack of available positions within the Division's structure, the Building Division has been using a contract permit technician forty hours a week, a contract building inspector for about twenty-two hours a week and contract plan reviewers forty hours a week. Consequently, there is a shortfall of the funds available to maintain the services of C.A.P. Government through the end of the Fiscal Year. Staff is requesting an amendment to the contract with C.A.P. Government Inc. to increase the compensation by an additional $50,000 for a total of $100,000.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	$100,000

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving an Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total compensation for Fiscal Year 2024 from $50,000 to $100,000 with funds expended from Account No. A6019-33190 (Building – Professional Services) and authorizing the Village Manager to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT FOR BUILDING DEPARTMENT SERVICES WITH C.A.P. GOVERNMENT, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-52, the Village Council authorized the Village Manager to execute a Contract for Building Department Services with C.A.P. Government, Inc. in an amount not to exceed $50,000 during any single fiscal year; and

WHEREAS, due to staffing shortages within the Building Division, Village Staff requested to increase the total amount of compensation for Fiscal Year 2024 by an additional $50,000; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract for Services is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves an Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of compensation for Fiscal Year 2024 from $50,000 to $100,000, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment on behalf of the Village. The compensation paid to C.A.P. Government, Inc. shall be expended from Account No. A6019-33190 (Building – Professional 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 be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

AMENDMENT TO CONTRACT FOR SERVICES

THIS AMENDMENT is made and entered on this _____ day of _____, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **C.A.P. Government, Inc.**, a Florida corporation ("Contractor").

RECITALS

WHEREAS, June 27, 2024, based on its Response to the Request for Proposals issues by the Village, the Village executed a Contract with Contractor for Building Department Services ("Contract"); and

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

WHEREAS, due to personnel issues within the Village's Building Division and an increased demand for Contractor's services, the Village and Contractor have agreed to increase the total amount of compensation for Fiscal Year 2024.

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

1. The foregoing recitals are ratified and incorporated herein.

2. Section 5(a) of the Contract is hereby amended to increase the total amount of compensation payable by the Village to Contractor for Fiscal Year 2024 to **One Hundred Thousand Dollars and No Cents ($100,000.00)**.

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

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

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONTRACTOR:
C.A.P. GOVERNMENT, INC.

By: _____
Print Name:
Title:

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CONTRACT FOR SERVICES

THIS CONTRACT is entered on 27th day of June, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **C.A.P. Government, Inc.**, a Florida corporation ("Contractor").

RECITALS

WHEREAS, the Village issued a Request for Proposals for Building Department Services ("RFP"), and Contractor submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Contractor, and Contractor has agreed to provide Building Department Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Contract.

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

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

SECTION 2: CONTRACTOR'S SERVICES AND COMPENSATION. Contractor shall provide Building Department Services to the Village on an as needed, non-exclusive basis as directed by the Building Official and as described in the RFP for Building Department Services. Both the RFP and Contractor's Proposal are hereby incorporated herein by reference. The Village shall compensate Contractor for services performed in accordance with the rate schedule attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 4: TERM, TIME, AND TERMINATION.

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

b. Time for Completion. Time is of the essence in the performance of this Contract. Upon direction from the Building Official, Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible.

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

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

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

1. Stop services on the date and to the extent specified including without limitation services of any subcontractors; and

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

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

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate the Contractor in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Contractor during any fiscal year shall not exceed Fifty Thousand Dollars ($50,000.00).** The

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Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of Contractor providing services to the Village under this Contract which exceed the amount set forth above, unless prior written approval has been obtained by the Contractor.

b. Invoices. Contractor shall render monthly invoices to the Village for services that have been rendered in conformity with this Contract in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Contractor's invoice.

SECTION 6: INDEMNIFICATION.

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

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

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

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

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

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

SECTION 11: INSURANCE.

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

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

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

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

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party,

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in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

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

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

SECTION 15: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Village under this Contract for at least three (3) years after completion of this Contract and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

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

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

SECTION 18: SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The Contractor further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Contractor agree that the Village shall have the right to immediately terminate this Contract if the Contractor, its authorized subcontractors or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

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

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

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

C.A.P. Government, Inc.
Attn: Carlos A. Penin, President
343 Almeria Avenue
Coral Gables, FL 33134

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

SECTION 21: ENTIRETY OF CONTRACT. The Village and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Contract and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

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

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

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation

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either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

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

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

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

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

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

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

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

(a) Keep and maintain public records required by the Village to perform the service.

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(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

(d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

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

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

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

VILLAGE OF NORTH PALM BEACH:

DocuSigned by:
By: Chuck Huff
5E233351D0B84D3...
Charles D. Huff, Village Manager

CONTRACTOR:
C.A.P. GOVERNMENT, INC.

DocuSigned by:
By: Carlos A. Penin
A0B8885149 4A466...
Print Name: Carlos A. Penin
Title: President