



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, SEPTEMBER 23, 2021
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/81727338143?pwd=dXJwR2xaNm9EMTRGLys4UGxnV3JXZz09>

Meeting ID: 817 2733 8143

Passcode: 825472

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 817 2733 8143

Passcode: 825472

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Special Session held September 8, 2021

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.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

2. **PUBLIC HEARING AND 2ND READING OF ORDINANCES 2021-16 AND 2021-17 AD VALOREM TAX MILLAGE RATE AND BUDGET** Consider a motion to adopt and enact on second reading Final Ad-Valorem Tax Millage Rate and Approved Fiscal Year 2021-2022 Village Budget.
3. **1ST READING OF ORDINANCE 2021-12 PROSPERITY VILLAGE PUD – 4TH REQUEST FOR CONTINUANCE** Consider a motion to continue to October 28, 2021 the first reading of Ordinance 2021-12 creating the Prosperity Village Planned Unit Development on approximately 2.34 acres of real property located on Prosperity Farms Road, south of Allamanda Drive.
4. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2021-18 – CODE AMENDMENT – GARBAGE COLLECTION AND DISPOSAL** Consider a motion to adopt and enact on second reading Ordinance 2021-18 amending Article II "Garbage Trash and Refuse," of Chapter 14, "Health and Sanitation," of the Village Code of Ordinances by amending Division 2, "Garbage Collection and Disposal," to remove references to commercial and residential fees from the code and remove and modify outdated provisions.

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 a Blanket Purchase Order with Baker & Taylor, LLC for purchase of Village Library books in an amount not to exceed \$36,000.
6. **RESOLUTION** – Approving the purchase of five cabana bench awnings and five electric water fountains for the Tennis Center from M.N. Kressler Holdings, Inc. d/b/a 10-S Tennis Supply utilizing Florida Recreation Development Assistance Program (FRDAP) Grant Funds at a total cost of \$16,481.84.
7. **RESOLUTION** – Approving an Amendment to the License Agreement with Richard E. Cavanah, Inc. to utilize the Country Club Pool for organized swim training activities; and authorizing execution of the Amendment.

- [8.](#) **RESOLUTION** – Appointing the Village's Representative and Alternate Representative to the Public Risk Management of Florida ("PRM") Board of Directors.
- [9.](#) **RESOLUTION** – Approving a Second Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to increase the hourly rate; and authorizing execution of the Second Amendment.
- [10.](#) Receive for file Minutes of the Planning Commission meeting held 7/13/21.
- [11.](#) Receive for file Minutes of the Recreation Advisory Board meeting held 7/13/21.
- [12.](#) Receive for file Minutes of the Environmental Committee meeting held 8/2/21.
- [13.](#) Receive for file Minutes of the Planning Commission meeting held 8/3/21.
- [14.](#) Receive for file Minutes of the Recreation Advisory Board meeting held 8/10/21.
- [15.](#) Receive for file Minutes of the Library Advisory Board meeting held 8/24/21.

OTHER VILLAGE BUSINESS MATTERS

- [16.](#) **RESOLUTION – ARBORICULTURAL SERVICES AT COUNTRY CLUB GOLF COURSE** Consider a motion to adopt a resolution approving a Contract with All Florida Tree and Landscape, Inc. for arboricultural services at the North Palm Beach County Club Golf Course at a total amount not to exceed \$40,000; and authorizing execution of the Contract.
- [17.](#) **RESOLUTION – MILLING, RESURFACING AND STRIPING OF SPECIFIED VILLAGE ROADWAYS** Consider a motion to adopt a resolution accepting a proposal from J.W. Cheatham, LLC. for milling, resurfacing and striping services of specified Village roadways at a total cost not to exceed \$622,758.50; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- [18.](#) **DISCUSSION** - Palm Beach Crew Agreement for Use of Anchorage Park
- [19.](#) **DISCUSSION** - County Canvassing Board for Municipal Elections
- [20.](#) **DISCUSSION** - Lakeside Park Parking Management
- [21.](#) **DISCUSSION** - Condominium Inspections Update

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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

**DRAFT MINUTES OF THE SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
SEPTEMBER 8, 2021**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Deborah Searcy, Vice Mayor
Mark Mullinix, President Pro Tem
David B. Norris, Councilmember
Susan Bickel, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present except, Vice Mayor Searcy who arrived at 7:26 p.m. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and President Pro Tem Mullinix led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held August 26, 2021 were approved as written.

STATEMENTS FROM THE PUBLIC

Deborah Cross, 2560 Pepperwood Circle, expressed her concern with the tabling of a Zoning in Progress and with the permitting and building of oversized homes in the Village.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt on first reading Ordinance 2021-16 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE *continued*

A motion was made by Councilmember Bickel and seconded by President Pro Tem Mullinix to adopt on first reading Ordinance 2021-17 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik gave a presentation on the budget.

Vice Mayor Searcy arrived to the meeting at 7:26 p.m.

Mayor Aubrey opened the public hearing on the ad valorem tax millage rate and budget.

Stephanie Camp, 704 Buttonwood Road, expressed her concerns with the stormwater assessment calculations. Ms. Camp asked Council to re-calculate the non-impervious square footage to reflect a more accurate representation of properties that are significantly smaller than the 5500 square foot average stated in the assessment notice. Ms. Camp requested that Council consider a more equitable method to apply a stormwater assessment.

Freiderike Mittner, 909 S. Palmway, Lake Worth, stated that she was a City Planner with 20 years of experience working in municipalities in Palm Beach County. Ms. Mittner, applauded the Village for being a first class municipality. Ms. Mittner commended the Village's offering of recreational activities and stated that she was in support of the Anchorage Dry Storage Project.

There being no further comments from the public, Mayor Aubrey closed the public hearing.

A motion was made by Councilmember Norris and seconded by President Pro Tem Mullinix to establish an ad valorem tax millage rate of 7.0500 mils. The motion passed unanimously.

Mayor Aubrey announced that the rolled back rate is 7.1226 mils, the percentage decrease over the rolled back rate is 1.02%, and the millage rate to be levied is 7.0500 mils.

The motion to adopt on first reading Ordinance 2021-16 approving the Ad Valorem Tax Millage Rate passed unanimously.

The motion to adopt on first reading Ordinance 2021-17 approving the Fiscal Year 2021-2022 Annual Budget passed unanimously.

ORDINANCE 2021-11 OLD PORT COVE SOUTH MARINA PUD AMENDMENT – 3RD REQUEST FOR CONTINUANCE

Mayor Aubrey announced that per the request of the applicant, this item was removed from the agenda.

ORDINANCE 2021-12 PROSPERITY VILLAGE PUD – 3RD REQUEST FOR CONTINUANCE

A motion was made by Councilmember Bickel and seconded by Councilmember Norris to continue the first reading of Ordinance 2021-12 to September 23, 2021.

Thereafter, the motion to continue the first reading of Ordinance 2021-12 to September 23, 2021 passed unanimously.

ORDINANCE 2021-18 CODE AMENDMENT – GARBAGE COLLECTION AND DISPOSAL

A motion was made by Vice Mayor Searcy and seconded by Councilmember Bickel to adopt on first reading Ordinance 2021-18 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “GARBAGE TRASH AND REFUSE,” OF CHAPTER 14, “HEALTH AND SANITATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING DIVISION 2, “GARBAGE COLLECTION AND DISPOSAL,” TO REMOVE REFERENCES TO COMMERCIAL AND RESIDENTIAL FEES FROM THE CODE AND REMOVE AND MODIFY OUTDATED PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the purpose of the ordinance. Mr. Lukasik stated that references in the current code were in need of revision. Mr. Lukasik stated the references to the commercial fee in the code would be removed. Mr. Lukasik explained that the process for determining commercial fees in the code was not equitable and was difficult to understand and that staff had proposed changes to the commercial fee structure to improve equity among businesses in the Village. The code also included references to residential fees to support operations. These references would also be removed since the Village has used property tax revenue to support residential solid waste operations. Mr. Lukasik explained that the code also contained other regulatory language that was not applicable to the Village’s solid waste operations today and those references would also be removed.

Thereafter, the motion to adopt on first reading Ordinance 2021-18 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2021-13 CODE AMENDMENT – ELECTION QUALIFYING PERIOD

A motion was made by Vice Mayor Searcy and seconded by Councilmember Bickel to adopt and enact on second reading Ordinance 2021-13 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 10, “ELECTIONS,” ARTICLE I, “IN GENERAL,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 10-5, “CANDIDATES FOR OFFICE; QUALIFYING,” TO AMEND THE QUALIFYING DATES FOR THE VILLAGE’S GENERAL ELECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2021-13 CODE AMENDMENT – ELECTION QUALIFYING PERIOD *continued*

Village Clerk Jessica Green explained that the proposed ordinance was adopted on first reading at the previous Council meeting on August 26th. Village Clerk Green explained that the Supervisor of Elections was now requiring to have ballot language for the municipal election submitted 95 days before the election. The Village’s current qualifying period of the first seven business days in December did not meet that requirement and therefore the ordinance would amend the qualifying period to begin on the third Tuesday in November and end on the fourth Tuesday in November.

Mayor Aubrey opened the public hearing on the election qualifying period ordinance.

There being no comments from the public, Mayor Aubrey closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2021-13 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2021-14 CODE AMENDMENT – VACATION RENTAL REGISTRATION AND REGULATION

A motion was made by Councilmember Norris and seconded by Councilmember Bickel to adopt and enact on second reading Ordinance 2021-14 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 45-40, “VACATION RENTALS,” PROVIDING FOR APPLICABILITY; PROVIDING FOR REGISTRATION AND INSPECTION; PROVIDING FOR VACATION RENTAL STANDARDS; PROVIDING FOR VIOLATIONS, ENFORCEMENT AND REMEDIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Rubin explained that the proposed ordinance would have several provisions that would attempt to mitigate negative impacts to the Village’s residential neighborhoods.

Mayor Aubrey opened the public hearing on the vacation rental and registration ordinance.

Chad Cawley, 414 Driftwood Road, stated that he owned two vacation rentals in the Village and expressed that he wanted to portray short-term rentals as a benefit to the community versus the negative perception that was currently being portrayed. Mr. Cawley stated that he would do what was necessary to cooperate with the Village with regards to short-term rentals.

John Lippincott, 528 Driftwood Road, expressed his concerns regarding the negative perception of short-term vacation rentals. Mr. Lippincott expressed his concerns with the proposed vacation and registration and regulation ordinance.

There being no further comments from the public, Mayor Aubrey closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2021-14 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2021-15 CODE AMENDMENT – ELECTRICAL SERVICE TO FORMERLY DEVELOPED VACANT LOTS

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Mullinix to adopt and enact on second reading Ordinance 2021-15 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-36(R) TO ALLOW ELECTRICAL SERVICE TO FORMERLY DEVELOPED LOTS FOR THE SOLE PURPOSE OF OPERATING AN IRRIGATION SYSTEM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained the purpose of the proposed ordinance. Mr. Rubin stated the ordinance would regulate vacant lots after the demolition of an existing home. Mr. Rubin stated that ordinance would allow electrical service to such vacant lots for the sole purpose of operating an irrigation system.

Mayor Aubrey opened the public hearing on the electrical service to formerly developed vacant lots ordinance.

There being no comments from the public, Mayor Aubrey closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2021-15 passed unanimously.

CONSENT AGENDA APPROVED

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

Resolution authorizing the submission of an application for State Aid to Libraries Grant Funding and authorizing execution of the Grant Agreement.

Resolution approving a Contract award to Environmental Quality, Inc. for stabilization of the shoreline on both sides of the north walkover at Lakeside Park at a total cost not to exceed \$43,373.30.

RESOLUTION 2021-74 – WEATHER ALERT SYSTEM AT COUNTRY CLUB

A motion was made by Councilmember Norris and seconded by President Pro Tem Mullinix to adopt Resolution 2021-74 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SOLE SOURCE PURCHASE FROM THOR GUARD, INC. TO UPDATE, REPLACE AND PROVIDE AN ADDITIONAL REMOTE LOCATION FOR THE WEATHER ALERT SYSTEM AT THE NORTH PALM BEACH COUNTRY CLUB; AND PROVIDING FOR AN EFFECTIVE DATE.

Country Club Golf Professional Allan Bowman explained that the purpose of the resolution was to update, replace and provide an additional remote location for the weather alert system at the North Palm Beach Country Club.

Thereafter, the motion to adopt Resolution 2021-74 passed unanimously.

RESOLUTION 2021-75 – GRAPPLE TRUCK PURCHASE

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Mullinix to adopt Resolution 2021-75 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE MACK MD7 GRAPPLE TRUCK FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO TRANSFER \$169,938 FROM THE CAPITAL RESERVE ACCOUNT TO THE SANITATION – AUTOMOTIVE CAPITAL ACCOUNT; DECLARING ONE 2003 GRAPPLE TRUCK AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Solid Waste Manager Marc Holloway explained that the current 2003 Grapple Truck that was being utilized in Public Works was in poor condition and had met the end of its service life. The resolution would approve the purchase of a 2022 Mack MD7 Grapple Truck from Nextran Corporation.

Thereafter, the motion to adopt Resolution 2021-75 passed unanimously.

RESOLUTION 2021-76 – REFUSE HAULERS PURCHASE

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Mullinix to adopt Resolution 2021-76 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF FIVE 2021 GO-4 REFUSE HAULERS FROM JEFFREY ALLEN, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO TRANSFER \$173,148 FROM THE CAPITAL RESERVE ACCOUNT TO THE SANITATION – AUTOMOTIVE CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Holloway explained that the Kubota collections vehicles that were being utilized in the Public Works Solid Waste Division were aging and experiencing mechanical failures. Mr. Holloway explained that the Kubotas were not originally engineered to handle the demands of solid waste collection and the maintenance and repair costs were high. The resolution would approve the purchase of five (5) GO-4 Refuse Haulers to replace the aging Kubota vehicles.

Thereafter, the motion to adopt Resolution 2021-76 passed unanimously.

RESOLUTION 2021-77 – ADOPTION AND CERTIFICATION OF NON-AD VALOREM ASSESSMENT ROLL

A motion was made by Councilmember Bickel and seconded by President Pro Tem Mullinix to adopt Resolution 2021-77 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT FOR PARCELS OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2021-77 – ADOPTION AND CERTIFICATION OF NON-AD VALOREM ASSESSMENT ROLL *continued*

Mr. Lukasik gave a presentation regarding the adoption and certification of a Non-Ad Valorem Assessment Roll. Mr. Lukasik began by reviewing the recommended action which was to establish a Non-Ad Valorem Assessment Roll for stormwater improvements in the Village. The action would set the rate and amount to be billed to each property in the Village and would be included as a non-ad valorem fee on the property tax bill. The fee would be reviewed annually as part of the budget and revenue could only be used for activities associated with stormwater system maintenance and billing. Mr. Lukasik reviewed and explained the reasons for a stormwater assessment. Mr. Lukasik reviewed the selected method for establishing equivalent residential unit (ERU). Mr. Lukasik stated that five percent (5%) of single-family residential parcels were tested to develop an average impervious area which equaled 5,550 square feet of impervious area. The flat rate for a single family residence would be 1.0 ERU and a condominium would be 0.22 ERU. There would be variable rate for all other property classes based on measure impervious area.

Mr. Lukasik reviewed a monthly stormwater fee comparison of Florida stormwater jurisdictions and estimated average fees and revenue contribution by property use for Fiscal Year 2021. Mr. Lukasik reviewed answers to miscellaneous questions that had arisen regarding the stormwater utility fee non-ad valorem assessment roll and concluded the presentation by recommending the adoption of the resolution establishing the Non-Ad Valorem Assessment Roll to fund stormwater improvements in the Village.

These residents addressed the Council regarding their concerns regarding the proposed Adoption and Certification of Non-Ad Valorem Assessment Roll for Stormwater Management Utility Assessment:

Stephanie Camp, 704 Buttonwood Road
Mary Romero, 828 Buttonwood Road
Steve Walter, 436 Gulf Road
Maximilien Weber, 517 Greenway Drive

Sandy Budd, 708 Allamanda Drive
Deborah Cross, 2560 Pepperwood Circle
Mary Phillips, 525 Ebbtide Drive

Discussion ensued between Council, staff and Mr. Rubin regarding the Adoption and Certification of Non-Ad Valorem Assessment Roll for Stormwater Management Utility Assessment.

Thereafter, the motion to adopt Resolution 2021-77 passed unanimously.

RESOLUTION 2021-78 – VACATION RENTAL REGISTRATION AND REGISTRATION RENEWAL FEE

A motion was made by President Pro Tem Mullinix and seconded by Vice Mayor Searcy to adopt Resolution 2021-78 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING A REGISTRATION AND REGISTRATION RENEWAL FEE FOR VACATION RENTAL UNITS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Jeremy Hubsch explained that the purpose of the resolution was to implement a vacation rental registration and registration renewal fee of \$600. The proposed fee was less than what other municipalities were charging.

Chad Cawley, 414 Driftwood Road, asked Council to consider the registration fee for only new vacation rental properties versus those that were already in operation.

RESOLUTION 2021-78 – VACATION RENTAL REGISTRATION AND REGISTRATION RENEWAL FEE *continued*

Discussion ensued between Councilmembers regarding the proposed vacation rental registration and registration renewal fee.

Thereafter, the motion to adopt Resolution 2021-78 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Aubrey distributed an article to Council for discussion. The article referred to condominium inspections and the issues that created the recent collapse of the City of Surfside Champlain Towers Condominium. Mayor Aubrey stated that the Village had ninety-eight (98) condominium buildings most of which are fifty (50) to sixty (60) years old. Mayor Aubrey recommended an inspection process be put into action. Mayor Aubrey expressed concern that creation of an inspection policy and process was taking longer than expected.

Mr. Rubin stated that very few municipalities have come forward with their own inspection policy and process for condominiums. Mr. Rubin stated that the City of Boca Raton has implemented their own policy and the City of Highland Beach was in the process of creating theirs. Most cities were waiting for the County to put forward an inspection policy and process to model theirs after.

Mr. Hubsch stated that the County was scheduled to make their final recommendation on a policy on September 15th. Mr. Hubsch stated that he and staff would begin putting something together once the County has made their recommendations and that Building Official Wayne Cameron would come back to report to Council on the County's recommendations.

Councilmember Bickel stated that she had received multiple phone calls regarding the Pacasa practice of fractional home ownership. Ms. Bickel recommended prohibiting the practice within the Village.

Councilmember Bickel announced that the North Palm Beach Youth Symphony was practicing in the banquet room at Farmer's Table on Monday nights and encouraged Council and residents to drop by to dine at Farmer's Table and listen to the symphony while they practice.

Vice Mayor Searcy thanked Council for passing the ordinance that prohibited the release of balloons and sky lanterns within the Village. Vice Mayor Searcy stated that she and her family removed thirteen (13) balloons from the ocean on a recent boat trip.

Vice Mayor Searcy announced Beats and Eats taking place at 6 p.m. on Saturday, September 11th at Anchorage Park and encouraged residents to attend.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:13 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Andy Lukasik, Village Manager
FROM: Samia Janjua, Director of Finance
DATE: September 23, 2021
SUBJECT: **ORDINANCE –2nd Reading of Final Ad Valorem Tax Millage Rate; and 2nd Reading of Approved Fiscal Year 2021-2022 Village Budget**

The attached Ad Valorem Tax Ordinance and Annual Budget Ordinance have been prepared for Council's use in setting the Village's Ad Valorem Tax Millage Rate and Annual Budget for the upcoming 2021-22 fiscal year. Council's budget and millage rate adjustments have been incorporated into Budget Summary and Notice of Budget Hearing advertisements which have been published in the Palm Beach Post prior to the Village's final Ad Valorem Tax Millage Rate and Annual Budget hearing, as required.

The attached Ordinances establish and adopt the Village's Fiscal Year 2021-2022 budget and set its annual millage rate at **\$7.0500 mils. This millage rate is 1.02% below the Village's Fiscal Year 2021-2022 Rolled-Back Rate of \$7.1226 mils.**

This year's Budget Ordinance provides for an appropriation of \$660,000 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan and an appropriation of \$378,550 to be transferred to the Country Club Fund for the following items:

- \$278,550 to finance the Pool & Tennis operations; and
- \$100,000 for the initial contribution towards the community share of the Country Club Renewal & Replacement Fund

At its September 8th Regular Session, Council approved the Millage Ordinance # 2021-16 and Budget Ordinance # 2021-17 on 1st Reading without modification.

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

Recommendation:

The Administration recommends Council actions as outlined below:

1. Attorney reads title of Ordinance establishing and adopting an Ad Valorem tax millage rate for the fiscal year commencing 10/1/21 and ending 09/30/22.
2. Attorney reads title of Ordinance adopting a budget for the fiscal year commencing 10/01/21 and ending 09/30/22.

3. Motion to adopt an Ordinance establishing the Ad Valorem Tax Millage Rate as required by Statute.
4. Motion to adopt an Ordinance adopting the Budget for Fiscal Year 2021-2022.
5. Staff presentation on BOTH Ad Valorem Tax Millage Rate and Budget.
6. Mayor Opens Public Hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
7. Public Comment.
8. Mayor closes public hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
9. Council discussion on BOTH Ad Valorem Tax Millage Rate and Budget.
10. Mayor publicly announces: (1) rolled back rate; (2) percentage DECREASE over rolled back rate; (3) millage rate to be levied.
11. Council vote on Motion to Adopt Ordinance establishing the Ad Valorem Tax Millage Rate on 2nd reading.
12. Council vote on Motion to Adopt Ordinance adopting the Budget on 2nd reading.



Village of North Palm Beach
FY 2022 Budget Workshop
2nd Public Hearing
September 23, 2021

FY 2022 Budget Highlights

- Budget is based upon a reduced millage rate of 7.0500 mills.
 - 6% reduction from the current rate of 7.5000 mills.
- Establishes a Stormwater Utility Fund
 - Revenue from a non ad-valorem assessment to total \$518,000.
 - \$7.78/month or \$93.36/year for each Equivalent Residential Unit (ERU)
 - Evaluate tiered rates for single family residential for next year per Council policy direction.
- The General Fund budget is balanced with
 - \$185,412 available in Council Contingency (*Commercial Solid Waste Fee Implementation; PBA/IAFF Union Contract Negotiations, Utility Undergrounding Master Plan*)
 - \$660,000 transfer to General Fund CIP
 - \$378,550 transfer to Country Club

FY 2022 Budget Highlights

- The Country Club budget is balanced with:
 - Using \$227,319 in retained earnings (*Note: This figure is for budgeting purposes only*)
 - \$278,550 Transfer from General Fund for Pool & Tennis Operations
 - \$100,000 Transfer from General Fund for Renewal & Replacement Fund
- The budget provides for:
 - Capital improvements
 - Replacement of essential (capital) equipment and vehicles
 - Employee salary & benefit cost increases
 - Minimum wage implementation of \$13/hr for part time employees
 - Maintains and enhances the Village's level of service. Amenities and quality of life programs remain fully funded in FY'22

FY 2022 Taxable Value & Millage Selection

	FY 2022	FY 2021	% Increase / (Decrease)	\$ Increase / (Decrease)
Millage Rate	\$7.05 mils	\$7.50 mils	-6.00%	(\$0.45)
Gross Taxable Value	\$2,630,171,984	\$2,433,243,145	8.09%	\$196,928,839
Budgeted Ad-Valorem	\$17,615,577	\$17,367,422	1.43%	\$248,155

Millage Selection Options

Description	Millage Rate	Budgetary Ad-Valorem	\$ Increase / (Decrease) over 2021 Ad-Valorem	% increase / (decrease) over FY 2022 RBR
Retain FY 2021 Millage Rate	\$7.50	\$18,739,975	\$1,372,553	5.30%
FY 2022 Rolled Back Rate (RBR)	\$7.1226	\$17,796,873	\$429,451	0.00%
FY 2022 Majority Vote Rate	\$7.4381	\$18,585,308	\$1,217,886	4.43%
FY 2022 Two-Thirds Vote Rate	\$8.1819	\$20,443,814	\$3,076,392	14.87%
Previously Proposed Rate	\$7.10	\$17,740,510	\$373,088	-0.32%
Proposed Rate	\$7.05	\$17,615,577	\$248,155	-1.02%

FY 2022 Total Budget Summary

Category	General Fund	Country Club	Stormwater	Total
Millage Rate	\$7.0500	N/A	N/A	\$7.0500
Personnel	\$16,757,294	\$2,043,420	0	\$18,800,714
Operating	6,788,104	3,318,960	0	10,107,064
Debt Service	1,849,047	433,689	0	2,282,736
Capital Outlay	10,000	200,000	518,112	728,112
CIP Transfer	660,000	0	0	660,000
Contingency/Reserve	185,412	100,000	0	285,412
Transfer to Country Club	378,550	0	0	378,550
Total	\$26,628,407	\$6,096,069	518,112	\$33,242,588
# Full-Time Positions	140	10	N/A	150
# Part-Time Positions	47	62	N/A	109

FY 2022 General Fund Budget Summary

Category	FY 2022	FY 2021	\$ Increase / (Decrease)	% Increase / (Decrease)
Millage Rate	\$7.05	\$7.50	(\$0.45)	-6.00%
Personnel	\$16,757,294	\$17,083,228	(325,934)	-1.91%
Operating	6,788,104	6,186,569	601,535	9.72%
Debt Service	1,849,047	1,640,000	209,047	12.75%
Capital Outlay	10,000	10,000	0	0.00%
Transfer Out	1,038,550	784,000	254,550	32.47%
Contingency	185,412	0	185,412	100.00%
Total	\$26,628,407	\$25,703,797	\$924,610	3.60%

Number of Positions	FY 2022	FY 2021	Increase / (Decrease)
Full-Time	140	142	-2
Part-Time	47	49	-2

General Fund Highlights

- Overall increase in the operating budget is \$0.92M or 3.60%.
- Ad Valorem revenues based upon a 7.05 millage rate
 - This is below the established rolled back rate
 - Revenue growth increased but is less than an amount equivalent to what was generated last year plus new investment
- Debt increased due to additional vehicle leases
- Transfers to the CIP and Country Club increased
 - \$100,000 more to the Country Club to begin funding R&R
 - \$150,000 more to the CIP for investment in infrastructure

General Fund Highlights

- Overall, slight reduction in staffing levels and personnel expense.
- Changes to the structure of Public Works and Parks & Recreation to improve performance.
- Adding two police officers.

FY 2022 Country Club Budget Summary

Category	FY 2022	FY 2021	\$ Increase / (Decrease)	% Increase / (Decrease)
Personnel	\$2,043,420	\$1,850,013	\$193,407	10.45%
Operating	3,318,960	3,060,429	258,531	8.45%
Debt Service	433,689	433,689	0	0.00%
Capital Outlay	200,000	99,500	100,500	101.01%
Reserves	100,000	0	100,000	100.00%
Total	\$6,096,069	\$5,443,631	\$652,438	11.99%

Number of Positions	FY 2022	FY 2021	Increase / (Decrease)
Full-Time	10	10	No Change
Part-Time	62	55	+7

FY 2022 Country Club Highlights

- Club received the Distinguished Golf Destination award from Board Room magazine and Forbes Travel Guide.
- Top 20 Muni Golf Course in the USA.
- Over \$250k from Farmer's Table
- Increased pool memberships due to updated facility and service.
- Restructuring of professional instruction program with USPTA/PTR certification requirements has elevated NPBCC tennis instruction program to best in area.
- Staff focused on improving member/guest customer-service and over-all condition of facility, minus capital infusion for Fiscal YR 2022.

FY 2022 Country Club Budget Summary

Revenue	Actual 09/30/2018	Actual 09/30/2019	Actual 09/30/2020	FY 2021 Budget	FY 2022 Budget	% increase / (decrease)	\$ increase / (decrease)
Golf Fees (Greens/Carts/Walking)	\$1,236,194	\$684,582	\$2,181,361	\$2,251,100	\$2,510,000	11.50%	\$258,900
Golf Shop revenues	217,148	109,562	325,038	359,000	462,500	28.83%	103,500
Driving range revenues	276,244	164,020	314,177	335,000	375,000	11.94%	40,000
Membership revenues	496,634	334,560	832,888	1,047,481	1,070,500	2.20%	23,019
Restaurant revenues	0	4,611	79,638	305,150	328,000	7.49%	22,850
Tennis revenues	0	0	0	550,200	596,300	8.38%	46,100
Pool revenues	0	0	0	95,000	117,000	23.16%	22,000
Interest revenues	13,874	804	0	0	10,000	100.00%	10,000
Sale of Surplus	19,448	0	1,458	0	0	0.00%	0
Transfer from General Fund	0	0	0	274,000	378,550	38.16%	104,550
Appropriated Retained Earnings	0	0	0	200,000	227,319	13.66%	27,319
Miscellaneous	28,419	108,976	35,350	26,700	20,900	-21.72%	(5,800)
Total Revenues	\$2,287,962	\$1,407,113	\$3,769,909	\$5,443,631	\$6,096,069	11.99%	\$652,438
Expenses							
Personnel Costs	\$568,794	\$546,089	\$977,836	\$1,850,013	\$2,043,420	10.45%	\$193,407
Operating Costs							
Golf	1,470,892	1,779,084	2,136,847	2,277,519	2,447,000	7.44%	169,481
Food & Beverage	46,201	23,943	31,318	20,000	15,000	-25.00%	(5,000)
Country Club Administration	17,192	15,619	21,516	29,390	28,500	-3.03%	(890)
Clubhouse & Grounds	68,350	75,859	326,298	370,200	434,615	17.40%	64,415
Tennis	0	0	0	155,900	176,150	12.99%	20,250
Pool	0	0	0	157,420	182,695	16.06%	25,275
Insurance & General Liability	42,711	27,035	28,139	40,000	25,000	-37.50%	(15,000)
Attorney Fees	13,772	5,402	4,044	10,000	10,000	0.00%	0
Capital Outlay							
Capital Outlay	1,363,664	370,003	36,661	99,500	200,000	101.01%	100,500
Debt Service							
Debt Service	405,942	430,850	433,689	433,689	433,689	0.00%	0
Reserves							
Reserve - Future Capital Improvements	0	0	0	0	100,000	100.00%	100,000
Total Expenses	\$3,997,519	\$3,273,883	\$3,996,348	\$5,443,631	\$6,096,069	11.99%	\$652,438
Revenues over (under) expenses	(\$1,709,557)	(\$1,866,770)	(\$226,438)	\$0	\$0		

FY 2022 CIP Cash Flow

	General Revenues	Country Club	Stormwater	Infrastructure Surtax	Grant Funding	Total
Beginning Balance	\$300,000	\$0	\$0	\$300,000	\$0	\$600,000
FY2022	660,000	200,000	518,112	780,000	1,195,000	3,353,112
Total Revenue	\$960,000	\$200,000	\$518,112	\$1,080,000	\$1,195,000	\$3,953,112
Total Projects:						
Anchorage Park Playground Replacement	125,000				125,000	250,000
Asphalt Resurfacing-Streets				360,000		360,000
Bridge Improvement - Prosperity Farms				200,000		200,000
Bridge Improvement - US1				150,000		150,000
Bridge Replacement & Streetscape Design - Lighthouse Drive				100,000		100,000
Community Center Playground Replacement					50,000	50,000
Dry Storage	50,000					50,000
Fire Kitchen Remodel					80,000	80,000
Grapple Truck Replacement	181,000					181,000
Kubota Replacement	170,000					170,000
Library A/C Replacement	250,000				150,000	400,000
Osborne Park Basketball Court Renovation					50,000	50,000
Parking Lot - Anchorage Park				25,000		25,000
Patrol Boat Engine	50,000					50,000
Pond Stabilization		100,000				100,000
Power Supply Replacement					90,000	90,000
Public Safety Building A/C Automation					120,000	120,000
Public Safety Building Air Handler Replacement					90,000	90,000
Public Safety Building Emergency Generator					250,000	250,000
Pumphouse Renovation		80,000				80,000
Sidewalk Repairs				50,000		50,000
Stormwater Repair & Replacement			518,112			518,112
Village Hall Air Handler & Chiller Replacement					190,000	190,000
Weather Station		20,000				20,000
Webstreaming	43,900					43,900
Grand Total	869,900	200,000	518,112	885,000	1,195,000	3,668,012
Net Available	\$90,100	\$0	\$0	\$195,000	\$0	\$285,100

FY 2022 – FY 2026

Five Year CIP Cash Flow Summary

	FYE 2021	2022	2023	2024	2025	2026	Total
Beginning Balance		\$600,000	\$285,100	\$122,900	\$385,094	\$967,294	
Unassigned Fund Balance		\$0	\$0	\$0	\$0	\$0	\$0
General Revenue - Ad Valorem	300,000	660,000	679,800	700,194	721,200	742,836	3,804,030
Infrastructure Surtax	300,000	780,000	780,000	780,000	780,000	780,000	4,200,000
Stormwater Fee		518,112	500,000	500,000	500,000	500,000	2,518,112
Grants		1,195,000	839,000	5,712,000	480,000	1,100,000	9,326,000
Country Club		200,000	339,500	355,000	0	0	894,500
Other		0	44,500	0	0	25,000	69,500
TOTAL REVENUES	\$600,000	\$3,953,112	\$3,467,900	\$8,170,094	\$2,866,294	\$4,115,130	\$20,812,142
Vehicles		\$351,000	\$34,000	\$0	\$34,000	\$0	\$419,000
Equipment		590,000	432,000	0	0	0	1,022,000
Technology		43,900	0	0	0	0	43,900
Village Facilities		780,000	60,000	250,000	0	50,000	1,140,000
Recreational Facilities		0	350,000	500,000	0	0	850,000
Park Development		500,000	1,209,000	1,025,000	0	2,200,000	4,934,000
Streets & Roads		885,000	860,000	5,510,000	1,435,000	510,000	9,200,000
Stormwater		518,112	400,000	500,000	430,000	500,000	2,348,112
TOTAL PROJECTS	\$0	\$3,668,012	\$3,345,000	\$7,785,000	\$1,899,000	\$3,260,000	\$19,957,012
ESTIMATED ENDING BALANCE	\$600,000	\$285,100	\$122,900	\$385,094	\$967,294	\$855,130	\$855,130

FY 2021-2022 Budget Schedule

Day	Date	Time	Subject
<input checked="" type="checkbox"/> Thursday	March 25, 2021	Various	Individual Virtual Council Meetings
<input checked="" type="checkbox"/> Monday	April 19, 2021	6-8 pm	Council Strategic Planning Workshop
<input checked="" type="checkbox"/> Thursday	May 27, 2021	7:30 pm	Council Meeting Final Presentation of Vision, Mission, Goals
<input checked="" type="checkbox"/> Thursday	July 15, 2021	7-10 pm	Manager's Proposed Budget Overview
<input checked="" type="checkbox"/> Thursday	July 22, 2021	7:00 pm	Council Meeting Set Tentative Millage Rate & Date of 1 st Public Hearing
<input checked="" type="checkbox"/> Wednesday	August 11, 2021	6-10 pm	Council Budget Workshop with Departments #1 (General Fund, Employee Benefits, CIP)
<input checked="" type="checkbox"/> Thursday	August 19, 2021	6-10 pm	Council Budget Workshop with Departments #2 (Country Club & Budget Recap)
<input checked="" type="checkbox"/> Wednesday	September 8, 2021	7:00 pm	Council Meeting – 1 st Public Hearing Adopt FY2022 Budget & Final Millage on 1 st Reading
<input checked="" type="checkbox"/> Thursday	September 23, 2021	7:00 pm	Council Meeting – 2 nd Public Hearing Adopt FY2022 Budget & Final Millage on 2 nd Reading

1 **ORDINANCE NO. 2021-__**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE
5 FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR
6 COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022;
7 PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
8 DATE.

9
10 WHEREAS, the Village Council and Village Administration of the Village of North Palm Beach,
11 having reviewed the budget for the fiscal year commencing October 1, 2021 and ending September
12 30, 2022 (“Fiscal Year 2021/2022”), have established a millage rate to finance said budget and
13 meet the needs and requirements of the Village and its residents.

14
15 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
16 OF NORTH PALM BEACH, FLORIDA as follows:

17
18 Section 1. The Village Council hereby establishes and adopts an ad valorem tax operating
19 millage rate of 7.0500 mils for Fiscal Year 2021/2022 and an ad valorem debt service millage rate
20 of 0.000 mils for a total ad valorem tax millage rate of 7.0500 mils or \$7.05 per one thousand
21 dollars of taxable assessed property value. This millage rate is 1.02% below the rolled back rate
22 of 7.1226 mils.

23
24 Section 2. All ordinances or parts of ordinances and resolutions or parts of resolutions in
25 conflict herewith are hereby repealed to the extent of such conflict.

26
27 Section 3. This Ordinance shall be effective immediately upon adoption and implemented as
28 of October 1, 2021.

29
30 PLACED ON FIRST READING THIS 8TH DAY OF SEPTEMBER, 2021.

31
32 PLACED ON SECOND, FINAL READING AND PASSED THIS 23RD DAY OF
33 SEPTEMBER, 2021.

34
35
36
37 (Village Seal)

MAYOR

38
39
40 ATTEST:

41
42 _____
43 VILLAGE CLERK

44
45 APPROVED AS TO FORM AND
46 LEGAL SUFFICIENCY:

47
48 _____
49 VILLAGE ATTORNEY

1 Section 5. The Comprehensive Pay Plan, as set forth in the Annual Budget, is hereby
2 approved. In the event that an authorized position is vacant and monies are available within a
3 department's salary appropriation to fund a temporary appointment to the vacant position, the
4 Village Manager may appoint a temporary employee to fill said vacant position for a period not to
5 exceed 90 days. Said temporary appointment may be renewable for an additional 90-day period
6 and may only be made for the period pending the filling of the authorized position by a permanent
7 employee. The pay for a temporary employee shall be within the pay scale of an approved Village
8 Pay Plan position. The Village Council may revise the Comprehensive Pay Plan by Resolution
9 during the Fiscal Year without need to amend this Ordinance.

10
11 Section 6. The Master Fee Schedule for Fiscal Year 2021/2022, as set forth in the Annual
12 Budget, is hereby approved and adopted. The Village Council may revise the Master Fee Schedule
13 by Resolution during the Fiscal Year without need to amend this Ordinance.

14
15 Section 7. When the Village receives monies from any private or governmental source by gift,
16 grant, contribution or revenue share, to which there is attached as a condition of acceptance any
17 limitation regarding the use or expenditure of the monies received, the funds so received need not
18 be shown in the Annual Budget nor shall the Budget be subject to amendment or expenditure as a
19 result of the receipt of said monies. Said monies shall only be disbursed and applied toward the
20 purposes for which said funds were received. All monies received as contemplated by this section
21 shall be segregated and accounted for based on Generally Accepted Accounting Principles
22 (GAAP) and where appropriate, placed into separate and individual Governmental Fund accounts
23 from which monies are disbursed and applied in accordance with the terms and conditions of the
24 gift, grant or contribution.

25
26 Section 8. The omnibus appropriation and expenditure authorization set forth herein may be
27 temporarily or permanently suspended by Resolution of the Village Council if at any time it
28 appears that the projected revenue supporting the above-described budget is below anticipated
29 levels or may be temporarily or permanently suspended by Resolution of the Village Council for
30 any other reason or purpose deemed proper by the Village Council.

31
32 Section 9. Except as otherwise provided herein, in the event a variation from the total budget
33 appropriation is or becomes necessary, such variation shall only become legally effective upon the
34 adoption of an amending Ordinance consistent with Florida Statutes, the Village Charter and the
35 Village Code of Ordinances.

36
37 Section 10. All outstanding encumbrances for Non-Capital and Capital Expenditures on
38 September 30, 2021 shall lapse at that time, and all unexpended Capital Expenditure encumbrances
39 and appropriations and other encumbrances specifically designated to be carried over to the
40 subsequent year may be added to the corresponding approved 2021/2022 available budget balances
41 and be simultaneously re-appropriated for expenditure, as previously approved in the 2020/2021
42 Fiscal Year.

43
44 Section 11. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
45 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
46 such holding shall not affect the remainder of this Ordinance.

1 Section 12. All ordinances or parts of ordinances and resolutions or parts of resolutions in
2 conflict herewith are hereby repealed to the extent of such conflict.

3
4 Section 13. This Ordinance shall be effective immediately upon adoption and shall be
5 implemented October 1, 2020.

6
7 PLACED ON FIRST READING THIS 8TH DAY OF SEPTEMBER, 2021.

8
9 PLACED ON SECOND, FINAL READING AND PASSED THIS 23RD DAY OF
10 SEPTEMBER, 2021.

11
12
13
14 (Village Seal)

MAYOR

15
16
17 ATTEST:

18
19 _____
20 VILLAGE CLERK

21
22 APPROVED AS TO FORM AND
23 LEGAL SUFFICIENCY:

24
25 _____
26 VILLAGE ATTORNEY

Combined Budget Summary (General Fund & Enterprise Funds)

FY 2022

This is a combined budget summary for the General Fund, Country Club Fund and the Stormwater Utility Fund.

Combined Budget Summary		FY 2021 Adopted Budget	FY 2022 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
Millage Rate (General Fund Only)		\$7.50	\$7.05	-6.00%	(\$0.45)
Budgeted Positions	Full-Time	152	150	-2	N/A
	Part-Time	104	109	+5	
Revenues					
Ad-Valorem Taxes		\$17,367,422	\$17,615,577	1.4%	\$248,155
Non Ad-Valorem Assessment		0	518,112	0%	518,112
Utility Service Taxes		2,408,078	2,597,955	7.9%	189,877
Franchise Fees		1,137,000	1,298,000	14.2%	161,000
Sales & Use Taxes		267,461	287,881	7.6%	20,420
Licenses & Permits		1,102,200	1,310,200	18.9%	208,000
Intergovernmental		1,260,736	1,477,720	17.2%	216,984
Charges for Services		1,797,410	1,778,380	-1.1%	(19,030)
Fines & Forfeitures		116,900	121,112	3.6%	4,212
Golf Greens/Cart/Walking fee		2,251,100	2,510,000	11.5%	258,900
Club membership revenues		1,047,481	1,070,500	2.2%	23,019
Golf shop revenues		359,000	462,500	28.8%	103,500
Driving range revenues		335,000	375,000	11.9%	40,000
Restaurant revenues		305,150	328,000	7.5%	22,850
Tennis & Pool Revenues		645,200	713,300	10.6%	68,100
Interest revenues		218,710	139,902	-36.0%	(78,808)
Transfer In		274,000	378,550	38.2%	104,550
Miscellaneous revenues		254,580	259,899	2.09%	5,319
Total Revenues		\$ 31,147,428	\$ 33,242,588	6.7%	\$2,095,160
Expenses					
General Government		\$3,363,932	\$3,428,083	1.9%	\$64,151
Public Safety		10,569,018	10,517,083	-0.5%	(51,935)
Public Works		5,714,792	6,029,558	5.5%	314,766
Community Development		1,658,019	1,746,989	5.4%	88,970
Leisure Services		1,974,036	2,351,797	19.1%	377,761
Reserves & Contingencies		0	285,412	0.0%	285,412
Debt Service		2,073,689	2,282,736	10.1%	209,047
Transfer Out		784,000	1,038,550	32.5%	254,550
Golf		3,131,0424	3,509,129	12.1%	378,105
Clubhouse Grounds		440,836	513,067	16.4%	72,231
Pool & Tennis		1,075,486	1,173,581	9.1%	98,095
Country Club Admin and F&B		362,596	366,603	1.1%	4,007
Total Expenses		\$31,147,428	\$33,242,588	6.7%	\$2,095,160
Net		\$0	\$0		\$0

General Fund Budget Summary

FY 2022

The General Fund is used to account for most of the day-to-day operations of the Village, which are financed from property taxes, fees, licenses, permits, fines and forfeitures, intergovernmental and other general revenue. A brief budget summary is provided below.

	Actual 09/30/2019	Actual 09/30/2020	FY 2021 Adopted Budget	FY 2022 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
Millage Rate	\$7.5000	\$7.5000	\$7.5000	\$7.0500	-6.00%	(\$0.4500)
Revenues						
Ad-Valorem Taxes	\$16,185,283	\$16,991,314	\$17,367,422	\$17,615,577	1.43%	\$248,155
Utility Service Taxes	2,521,955	2,558,092	2,408,078	2,597,955	7.89%	189,877
Franchise Fees	1,352,464	1,304,936	1,137,000	1,298,000	14.16%	161,000
Sales & Use Taxes	307,130	273,428	267,461	287,881	7.63%	20,420
Licenses & Permits	1,522,912	1,320,361	1,102,200	1,310,200	18.87%	208,000
Intergovernmental	1,582,512	2,057,271	1,260,736	1,477,720	17.21%	216,984
Charges for Services	2,399,423	2,171,956	1,797,410	1,778,380	-1.06%	(19,030)
Fines & Forfeitures	99,937	195,198	116,900	121,112	3.60%	4,212
Interest	573,095	490,498	218,710	129,902	-40.61%	(88,808)
Capital Lease Acquisitions	343,299	1,009,529	0	0	0.00%	0
Miscellaneous	510,688	160,151	27,880	11,680	-58.11%	(16,200)
Total Revenues	\$27,398,697	\$28,532,733	\$25,703,797	\$26,628,407	3.60%	\$924,610
Expenditures						
General Government	\$3,265,558	\$3,262,340	\$3,363,932	\$3,428,083	1.91%	\$64,151
Public Safety	10,055,573	10,102,249	10,569,018	10,517,083	-0.49%	(51,935)
Public Works	5,041,643	5,443,660	5,714,792	5,511,446	-3.56%	(203,346)
Community Development	1,542,421	1,385,314	1,658,019	1,746,989	5.37%	88,970
Leisure Services	2,664,684	2,305,311	1,974,036	2,351,797	19.14%	377,761
Debt Service	1,371,563	1,436,689	1,640,000	1,849,047	12.75%	209,047
Capital Lease Acquisitions	343,299	1,008,489	0	0	0.00%	0
Reserves & Contingencies	341,547	350,367	0	185,412	0.00%	185,412
Transfers Out	405,000	644,475	784,000	1,038,550	32.47%	254,550
Total Expenditures	\$25,031,288	\$25,938,893	\$25,703,797	\$26,628,407	3.60%	\$924,610
Net Revenue Over Expense	\$2,367,409	\$2,593,841	\$0	\$0		\$0

Enterprise Funds Budget Summary

FY 2022

The Village has two Enterprise Funds: The Country Club Fund and the Stormwater Management Utility Fund. A brief description and budget summary for each is fund is provided below:

Country Club

The Country Club is an Enterprise Fund used to account for operations of the Village's Golf & Country Club, where the costs of providing goods and services to the general public on a continuing basis are primarily financed or recovered through user charges. The Country Club accounts for the following operations: Country Club Administration, Clubhouse Grounds, Golf, Tennis, Pool and Food & Beverage.

	Actual 9/30/2019	Actual 9/30/2020	FY 2021 Adopted Budget	FY 2022 Tentative Budget	% increase/ (decrease)	\$ increase / (decrease)
Revenue						
Golf Greens/Cart/Walking Fees	\$684,582	\$2,181,361	\$2,251,100	\$2,510,000	11.50%	\$258,900
Golf Shop revenues	109,562	325,038	359,000	462,500	28.83%	103,500
Driving Range revenues	164,020	314,177	335,000	375,000	11.94%	40,000
Membership revenues	334,560	832,888	1,047,481	1,070,500	2.20%	23,019
Restaurant revenues	4,611	79,638	305,150	328,000	7.49%	22,850
Tennis revenues	0	0	550,200	596,300	8.38%	46,100
Pool revenues	0	0	95,000	117,000	23.16%	22,000
Interest revenues	804	0	0	10,000	0.00%	10,000
Sale of Surplus	0	1,458	0	0	0.00%	0
Transfer from General Fund	0	0	274,000	378,550	38.16%	104,550
Appropriated Retained Earnings	0	0	200,000	227,319	13.66%	27,319
Miscellaneous	108,976	35,350	26,700	20,900	-21.72%	(5,800)
Total Revenues	\$1,407,113	\$3,769,909	\$5,443,631	\$6,096,069	11.99%	\$652,438
Expenses						
Personnel Costs	\$546,089	\$977,836	\$1,850,013	\$2,043,420	10.45%	\$193,407
Operating Costs						
Golf	1,779,084	2,136,847	2,277,519	2,447,000	7.44%	169,481
Food & Beverage	23,943	31,318	20,000	15,000	-25.00%	(5,000)
Country Club Administration	15,619	21,516	29,390	28,500	-3.03%	(890)
Clubhouse Grounds	75,859	326,298	370,200	434,615	17.40%	64,415
Tennis	0	0	155,900	176,150	12.99%	20,250
Pool	0	0	157,420	182,695	16.06%	25,275
Insurance & General Liability	27,035	28,139	40,000	25,000	-37.50%	(15,000)
Attorney Fees	5,402	4,044	10,000	10,000	0.00%	0
Capital Outlay	370,003	36,661	99,500	200,000	101.01%	100,500
Debt Service	430,850	433,689	433,689	433,689	0.00%	0
Reserve	0	0	0	125,000	0.00%	125,000
Total Expenses	\$3,273,883	\$3,996,348	\$5,443,631	\$6,096,069	11.99%	\$652,438
Revenues over (under) expenses	(\$1,866,770)	(\$226,438)	\$0	\$0		\$0

Stormwater Management Utility Fund

For Fiscal Year 2022, the Village implemented a Stormwater Management Utility Assessment which is levied as a non-ad valorem assessment on the annual property tax bill using the Uniform Method of Collection as authorized by the State of Florida in Florida Statute 403.0893. The Village established a Stormwater Management Utility Fund as an enterprise fund into which all revenues from the Stormwater Management Utility Assessments, grants, and other funding sources are deposited and expenditures relating to the stormwater management system are paid.

The amount of the Stormwater Management Utility Assessment is based on the estimated amount of stormwater runoff generated by impervious surfaces located on parcels of real property within the Village. Each Equivalent Residential Unit (ERU) shall be assessed \$7.78 monthly or \$93.36 annually. The Stormwater Management Utility Assessments shall be determined based on the following formula depending on the land use type:

- Single Family Residential: 1.00 ERU
- Condominiums: 0.22 ERUs multiplied by the number of residential units
- All Other Properties: ERU's determined by dividing impervious area by 5,550 square feet

It is estimated that the Village will collect \$518,112 from the Stormwater Management Utility Assessments for Fiscal Year 2022. Expenditures in the Stormwater Management Utility Fund involve neighborhood drainage improvements throughout the Village. For FY 2022, these include swale preservation, street cleaning, storm drain cleaning and the development of a Stormwater Master Plan that will identify projects necessary to improve water quality, ensure that the system functions adequately and addresses the impacts of sea-level rise.

	FY 2021 Adopted Budget	FY 2022 Tentative Budget	% increase/ (decrease)	\$ increase / (decrease)
Revenue				
Non Ad-Valorem Assessment	\$0	\$518,112	100.00%	\$518,112
Total Revenues	\$0	\$518,112	100.00%	\$518,112
Expenses				
Public Works	0	518,112	100.00%	518,112
Total Expenses	\$0	\$518,112	100.00%	\$518,112
Revenues over (under) expenses	\$0	\$0		\$0

The Capital Improvement Plan (CIP) is a five-year projection of future improvements to existing facilities, the acquisition of land and buildings, construction of new facilities and major equipment purchases. This includes the regular replacement of equipment such as vehicles and computer hardware/software. The Village Council adopts the five-year plan as a part of the annual budgeting process. The five years of the CIP lists the capital projects that will be done and their estimated cost. Funding requirements are identified, but are not authorized.

The first year (2022) is the most active and important year of the CIP. A total of \$3.67 million in funding for CIP projects is anticipated but only the projects for the Enterprise Funds have been appropriated in the Fiscal Year 2022 Annual Budget. For the remaining items, separate Village Council actions will be brought forward to appropriate any anticipated funding during Fiscal Year 2022.

Fiscal Year 2022-2026 Five-Year CIP Summary

Totals	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Category						
Vehicles	\$351,000	\$34,000	\$0	\$34,000	\$0	\$419,000
Equipment	590,000	432,000	0	0	0	1,022,000
Technology	43,900	0	0	0	0	43,900
Village Facilities	780,000	60,000	250,000	0	50,000	1,140,000
Recreational Facilities	0	350,000	500,000	0	0	850,000
Park Development	500,000	1,209,000	1,025,000	0	2,200,000	4,934,000
Streets	885,000	860,000	5,510,000	1,435,000	510,000	9,200,000
Stormwater	518,112	400,000	500,000	430,000	500,000	2,348,112
Total (Category)	\$3,668,012	\$3,345,000	\$7,785,000	\$1,899,000	\$3,260,000	\$19,957,012
Funding Source						
General Revenues	869,900	825,000	708,000	409,000	275,000	3,086,900
Country Club	200,000	339,500	355,000	0	0	894,500
Infrastructure Surtax	885,000	797,000	510,000	510,000	1,360,000	4,062,000
Stormwater Fee	518,112	500,000	500,000	500,000	500,000	2,518,112
Grant Funding	1,195,000	839,000	5,712,000	480,000	1,100,000	9,326,000
Other	0	44,500	0	0	25,000	69,500
Total (Funding Source)	\$3,668,012	\$3,345,000	\$7,785,000	\$1,899,000	\$3,260,000	\$19,957,012

Capital Improvement Plan Summary

FY 2022

Fiscal Year 2022 Capital Outlay Summary

Project	General Revenue	Enterprise Funds		Surtax	Grants	Total
		Country Club	Storm Water			
Anchorage Park Playground	\$125,000				\$125,000	\$250,000
Asphalt Resurfacing - Streets				360,000		360,000
Bridge Improvement - Prosperity Farms				200,000		200,000
Bridge Improvement – US1				150,000		150,000
Bridge Replacement & Streetscape Design – Lighthouse Drive				100,000		100,000
Community Center Playground					50,000	50,000
Dry Storage	50,000					50,000
Grapple Truck	181,000					181,000
Kubota Replacement	170,000					170,000
Library A/C	250,000				150,000	400,000
Osborne Park Basketball Court Renovation					50,000	50,000
Parking Lot – Anchorage Park				25,000		25,000
Patrol Boat Engine	50,000					50,000
Pond Stabilization		100,000				100,000
Public Safety Building:						
Fire Kitchen Remodel					80,000	80,000
Power Supply					90,000	90,000
A/C Automation					120,000	120,000
Air Handler					90,000	90,000
Emergency Generator					250,000	250,000
Pumphouse Renovation		80,000				80,000
Sidewalk Repairs				50,000		50,000
Stormwater Repair & Replacement			518,112			518,112
Village Hall Air Handler & Chiller					190,000	190,000
Weather Station		20,000				20,000
Webstreaming	43,900					43,900
Total	\$869,900	\$200,000	\$518,112	\$885,000	\$1,195,000	\$3,668,012
		Total = \$718,112				

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

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: September 23, 2021

SUBJECT: **ORDINANCE 2nd Reading** – Amendment to Chapter 14, Article II, Division 2, Garbage Collection and Disposal, of the Village of North Palm Beach Code of Ordinances

Village staff recommends Council consideration and adoption of an Ordinance, on second reading, amending provisions of the Village's Code of Ordinances pertaining to garbage collection and disposal. The recommended amendments largely address the need to remove various fees from the Code in order to amend them by resolution in the future. Additionally, references to fees that are not traditionally levied by the Village are being deleted and procedures that don't reflect current practices are being amended.

Background:

Other than a few amendments that have been made over time, the language in the portion of the Code that addresses garbage collection has been in existence since 1970. Because of this, some of the references in the Code are outdated and require additional amendments.

Commercial Fees:

The most significant change to the ordinance involves the removal of references to the commercial fee in the code.

First, the Village's commercial fees are included in the ordinance. Fees need to be changed from time to time and amending the code creates an administrative burden and unnecessary costs. The commercial fees should be able to be amended through the adoption of the fee schedule that is used as part of the budget process.

Additionally, the process used to determine commercial fees in the Code is not equitable and is difficult to understand. For instance, staff has found that heavy commercial users of the Village's solid waste services, such as restaurants, have been paying less than low volume users, such as business offices. Village staff has proposed changes to the commercial fee structure that will improve equity among North Palm Beach businesses. The proposed fee structure is revenue neutral to the Village and is competitive relative to private sector providers.

Residential Fees:

Historically, the Village has used property tax revenue to support residential solid waste operations. However, the Code includes references to residential fees to support operations. The proposed amendment eliminates these references.

Miscellaneous Provisions:

The Garbage Collection and Disposal section of the Code contains other regulatory language that is not applicable to the Village's solid waste operations today. For instance,

- It prescribes a minimum of three (3) commercial collections each week for businesses. This is not a common practice in the solid waste industry and the fee structure being proposed by staff provides business owners with level of service choices based upon their individual needs.
- The Code dictates how and when collection charges need to be paid. Flexibility is required as technological solutions to create efficiency becomes available.
- Under the Code, regulatory violations are to be brought to the “Code Enforcement Board.” The Code Enforcement Board no longer exists as it was replaced with a Special Magistrate.

Although the proposed rate structure for commercial collection fees is not being addressed with the proposed amendments to the Code, it is a part of the budget approval process. Public hearings on the budget will take place at this meeting (September 8, 2021) and at this meeting September 23, 2021. The proposed rate structure is attached to this memorandum for informational purposes. It should be noted that commercial users that will experience a significant increase in their collection fees (meaning an increase of 50% or more) will pay a blended rate based upon what they paid in FY2021 and what they would pay under the proposed rate in FY2022.

At its September 8, 2021 meeting, the Village Council adopted the Ordinance on first reading by a unanimous vote without modification.

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

Recommendation:

Village Staff requests Council consideration and adoption on second reading of the attached Ordinance amending Chapter 14, Article II, Division 2, “Garbage Collection and Disposal,” of the Village of North Palm Beach Code of Ordinances.

1
2
3 **ORDINANCE NO. 2021-___**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
5 NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, "GARBAGE
6 TRASH AND REFUSE," OF CHAPTER 14, "HEALTH AND SANITATION,"
7 OF THE VILLAGE CODE OF ORDINANCES BY AMENDING DIVISION 2,
8 "GARBAGE COLLECTION AND DISPOSAL," TO REMOVE REFERENCES
9 TO COMMERCIAL AND RESIDENTIAL FEES FROM THE CODE AND
10 REMOVE AND MODIFY OUTDATED PROVISIONS; PROVIDING FOR
11 CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR
12 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

13 WHEREAS, Village Staff recommended amendments to Chapter 14 of the Village Code of
14 Ordinances to: remove references to commercial and residential fees in the Code; remove
15 mandatory levels of service for commercial collections; and remove and modify outdated
16 provisions; and

17
18 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best
19 interests of the health, safety and welfare of the Village and its residents.

20
21 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
22 OF NORTH PALM BEACH, FLORIDA as follows:

23
24 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

25
26 Section 2. The Village Council hereby amends Chapter 14, "Health and Sanitation," Article
27 II, "Garbage, Trash and Refuse," of the Village Code of Ordinances by amending Division 2 to
28 read as follows (additional language is underlined and deleted language is ~~stricken through~~):

29
30 **DIVISION 2. GARBAGE COLLECTION AND DISPOSAL**

31
32 **Sec. 14-23. Definition.**

33
34 As used in this division, "commercial garbage" shall mean every refuse
35 accumulation of animal, fruit or vegetable matter that attends the preparation, use,
36 cooking and dealing in, or storage of meats, fish, fowl, fruits or vegetables, and any
37 other matter of any nature whatsoever which is subject to decay and the generation
38 of noxious or offensive gases or odors, or which, during or after decay, may serve
39 as breeding or feeding material for flies or other germ-carrying insects.

40
41 **Sec. 14-24. Garbage cans—Required.**

42
43 Garbage containers at each commercial establishment within the village and
44 at each multifamily dwelling which contains three (3) or more units shall provide
45 dumpster-type garbage containers which can be collected by village garbage
46 vehicles using the dumpster collection method.

1 **Sec. 14-25. Same—To be kept covered.**

2
3 All commercial garbage cans shall be kept tightly covered at all times,
4 except when necessary to lift the covers for the purpose of depositing garbage in
5 the garbage can or for the purpose of emptying such garbage into a garbage truck.
6

7 ~~**Sec. 14-26. Frequency of collection.**~~

8
9 ~~Commercial garbage shall be collected at least three (3) times a week, and
10 with greater frequency and in such manner as shall be directed by the village
11 manager.~~

12
13 ~~**Sec. 14-27. Charges—Generally.**~~

14
15 ~~All property within the village which is improved by a structure for which
16 a certificate of occupancy is issued after February first of any year and for which
17 garbage and trash collections are made by the village shall pay the following fees
18 for collection and disposal of garbage and trash during the remainder of that
19 calendar year in which the certificate of occupancy is issued:~~

- 20
21 ~~(1) One and two family homes, four dollars and twenty-three cents
22 (\$4.23) per dwelling unit per month, or fraction thereof.~~
- 23
24 ~~(2) Dwellings of three (3) units or more, four dollars and twenty-three
25 cents (\$4.23) per unit per month, or fraction thereof. Where a
26 dwelling of three (3) or more units is a condominium and the
27 condominium association or the developer of the condominium
28 notifies the director of public works, garbage and trash fees shall be
29 billed to the individual owners of condominium units.~~
- 30
31 ~~(3) For commercial establishments, four dollars and twenty-three cents
32 (\$4.23) per month, or fraction thereof.~~

33
34 ~~**Sec. 14-28. Same—Fee for excess amounts from commercial establishments.**~~

35
36 ~~In the event any commercial establishment has more than two (2) cubic
37 yards of garbage at any one (1) pickup, the occupant thereof shall pay one dollar
38 (\$1.00) per cubic yard for all garbage collected in excess of two (2) cubic yards. In
39 the event any commercial establishment has more than six (6) cubic yards of
40 garbage picked up during any one (1) week, the occupant thereof shall pay one
41 dollar (\$1.00) per cubic yard for all garbage collected in excess of six (6) cubic
42 yards per week.~~

1 **Sec. 14-29. ~~Same~~—When and where paid.**

2
3 All payments required by this division shall be made to the village by the
4 fifteenth of the month for which service is rendered. All delinquent accounts are
5 subject to stoppage of service without notice. If a delinquent account is not paid
6 within thirty (30) days, the director of public works shall cease all refuse collection
7 for that account unless otherwise directed by the village manager. Service shall be
8 resumed thereafter only upon payment of the accumulated fees for the period of
9 collection and the period of noncollection unless the village manager specifically
10 directs otherwise. The stoppage of service herein authorized for nonpayment of
11 collection charges shall be in addition to the right of the village to proceed for the
12 collection of such unpaid charges in a manner provided by law.

13
14 **Sec. 14-~~30~~26. Commercial use property waste disposal fees and collection**
15 **procedures.**

- 16
17 (1) For purposes of this section, commercial use property shall include all
18 property parcels in the village upon which a building exists with the
19 exception of residential use property, village-owned property and other
20 property used for governmental purposes.
21
22 (2) Annual disposal fees for garbage and trash and all other refuse collected by
23 the Village of North Palm Beach shall be charged as provided in the master
24 fee schedule adopted annually as part of the village budget, except as
25 otherwise stated.

26
27 ~~Occupancy category is as determined by the Palm Beach County Solid Waste~~
28 ~~Authority.~~

29
30 ~~Total square feet is as determined by the Palm Beach County Property Appraiser.~~

- 31
32 (3) Waste disposal fees shall be due and payable to the village yearly in advance
33 on October 1 of each year regardless of occupancy or use of the property
34 charged. The fees shall be billed to the property owner of record as shown
35 on the county tax rolls. Failure to pay the fees when due may result in the
36 discontinuance of the waste removal service and/or the placing of a lien by
37 the village council in the amount of the fees due against the property to
38 which service is available, and/or action by the village code enforcement
39 ~~board~~ special magistrate.
40
41 (4) The collection of garbage and trash by a private person, firm, or corporation
42 hired for such purpose is prohibited except where the village is unable to
43 meet service demands.
44

1 **Sec. 14-~~31~~27. Collection of residential yard waste.**
2

3 (a) *Definition.* For the purposes of this section, yard waste shall include grass
4 clippings, leaves, shrub trimmings, palm fronds and tree limbs. Yard waste
5 shall not include dirt, rocks and similar materials removed from property
6 utilizing mechanical equipment or other waste resulting from land clearing
7 activities.
8

9 (b) *Requirements for collection.*

10
11 (1) Loose yard waste. Loose yard waste, such as grass clippings and
12 leaves, shall be placed in cans that are no greater than the standard
13 thirty-two (32) ~~to fifty (50)~~ gallon cans or sealed plastic bags, with
14 each container weighing less than fifty (50) pounds.
15

16 (2) Branches, tree limbs, shrub clippings and palm fronds.

17
18 a. All branches, tree limbs, shrub clippings and palm fronds
19 shall be cut into lengths not exceeding four (4) feet prior to
20 being placed in the swale for collection. Each single item
21 shall weigh less than fifty (50) pounds.
22

23 b. On any scheduled yard waste collection day, branches, tree
24 limbs, shrub clippings and palm fronds shall be limited to
25 one (1) pile not exceeding eight (8) cubic yards, measuring
26 approximately four (4) feet wide by fifteen (15) feet long by
27 four (4) feet tall.
28

29 (3) No property owner shall generate yard waste for collection once any
30 portion of the village has been placed under a hurricane or tropical
31 storm watch or warning by the national hurricane center of the
32 national oceanic and atmospheric association (NOAA).
33

34 (4) All providers of commercial tree trimming and/or landscape
35 maintenance services retained to perform services within the village
36 shall be registered with the village's community development
37 department and shall be required to remove all yard waste generated
38 by such tree trimming and/or landscape maintenance activities. For
39 the purpose of this section, a provider of commercial tree trimming
40 and/or landscape maintenance services shall be defined as a person,
41 group of persons, or entity that routinely engages in, and markets
42 itself as a provider of, such services for a fee.
43

44 (c) *Violations.* The provision of this section shall be enforced by the village's
45 public works department and/or the code compliance division ~~or police~~
46 department. Each performance of any act prohibited by this section or

1 failure to perform an act required by this section shall constitute a separate
2 offense.

3
4 (d) *Assessment of costs.*

5
6 (1) In addition to any fines imposed through the code enforcement
7 process for violations of this section, property owners shall be
8 required to pay the costs associated with the collection of: (i) yard
9 waste in excess of the maximum amount set forth in subsection
10 (b)(2) above; (ii) yard waste placed for collection as prohibited by
11 subsection (b)(3) above; or (iii) yard waste placed for collection by
12 persons, corporations or firms paid a fee to perform tree trimming
13 or landscape maintenance activities as prohibited by subsection
14 (b)(4) above. The village council shall establish a schedule of such
15 costs by resolution.

16
17 (2) The village manager or village public works director shall certify
18 the amount of the costs and mail such certification to the property
19 owner via certified mail, return receipt requested, and regular U.S.
20 mail. The property owner shall have fifteen (15) days from the date
21 of mailing in which to pay the costs or challenge the imposition and
22 amount of the costs by requesting a hearing before the village code
23 enforcement ~~board~~ special magistrate.

24
25 (3) If the property owner fails to pay the costs or if the property owner
26 requests a hearing and the ~~board~~ special magistrate decides
27 adversely to the property owner, the village shall assess the costs
28 against the property owner and record the assessment in the public
29 records. The recording of the assessment shall create and constitute
30 a lien against such property for the amount of the assessment,
31 payable to the village.

32
33 (4) The assessment shall bear interest at the current legal rate of interest
34 per annum as provided by law and shall constitute a lien upon the
35 land from the date of the recording of the assessment. Lien
36 assessments may be enforced by civil action in the appropriate court
37 of competent jurisdiction. The lien shall continue in full force until
38 discharged by payment or otherwise or until settled and released by
39 the community development director or the village manager.

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

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

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

3
4 Section 6. This Ordinance shall take effect immediately upon adoption.

5
6 PLACED ON FIRST READING THIS ____ DAY OF _____, 2021.

7
8 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF
9 _____, 2021.

10
11
12 (Village Seal)

MAYOR

13
14 ATTEST:

15
16 _____
17 VILLAGE CLERK

18
19 APPROVED AS TO FORM AND
20 LEGAL SUFFICIENCY:

21
22 _____
23 VILLAGE ATTORNEY
24

Commercial Solid Waste Rate Structure

Rate per cubic yard per container = \$7.25

Each Additional Pickup = Flat Fee of \$125.00

Formula for Monthly Fee:

Monthly Fee = Container size x frequency of collection per week x rate per cubic yard x 4.33 weeks (*)

(*) 52 weeks per year / 12 months = 4.33 weeks per month

A summary table is provided below that shows the monthly cost for one container based on the rate of \$7.25 per cubic yard:

Dumpster Size	1 x week	2 x week	3 x week	4 x week	5 x week
2 CY	\$62.79	\$125.57	\$188.36	\$251.14	\$313.93
3 CY	\$94.18	\$188.36	\$282.53	\$376.71	\$470.89
4 CY	\$125.57	\$251.14	\$376.71	\$502.28	\$627.85
6 CY	\$188.36	\$376.71	\$565.07	\$753.42	\$941.78
8 CY	\$251.14	\$502.28	\$753.42	\$1,004.56	\$1,255.70

Example:

A commercial business that has one 4 CY dumpster + one 2 CY dumpster and needs to be picked up three times a week will pay a total of \$565.07 per month

Monthly Fee Calculation:

Size	x	Frequency	x	Rate per cy	x	# weeks	=	Monthly Fee
4		3		\$7.25		4.33		\$376.71
2		3		\$7.25		4.33		<u>\$188.36</u>
								\$565.07

VILLAGE OF NORTH PALM BEACH
Public Library

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Zakariya M. Sherman, Director of Leisure Services
DATE: September 23, 2021
SUBJECT: **RESOLUTION** - Approval of FY 2022 Blanket Purchase Order for Baker & Taylor

In accordance with the Village's purchasing policy, Council approval is required for a blanket purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed \$25,000. Administration is requesting the approval of one blanket purchase order be issued to the following vendor: Baker & Taylor (\$36,000).

The North Palm Beach Library primarily purchases Books from our book wholesaler Baker and Taylor pursuant to State of Florida Contract 55000000-20-NY-ACS (Books and Non-Print Library Materials, and Related Ancillary Services) expiring 5/31/2022, and the Library is expected to expend \$36,000 for FY 2022:

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-35442	Books, Adult	\$ 18,000
General Fund	Library	A7927-35443	Books, Children	\$ 15,000
General Fund	Library	A7927-35448	Books, Young Adult	\$ 3,000

This Blanket Purchase Order will be effective October 1, 2021.

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 approving the required blanket purchase order with Baker and Taylor at a total cost of \$36,000 with funds expended as follows: \$18,000 from Account No. A7927-35442 (Books-Adult); \$15,000 from Account No. A7927-35443 (Books-Children); and \$3,000 from Account No. A7927-35448 (Books-Young Adult) in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH BAKER AND TAYLOR, LLC. IN AN AMOUNT NOT TO EXCEED \$36,000 FOR VILLAGE LIBRARY BOOKS PURSUANT TO PRICING ESTABLISHED BY STATE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year, and blanket purchase orders in excess of \$25,000 require approval by the Village Council; and

WHEREAS, Village Administration requested approval of a blanket purchase order in the amount of \$36,000 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established by State Contract #55000000-20-NY-ACS (Books and Non-Print Library Materials and Related Ancillary Services); and

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

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

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

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of \$36,000 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established by State Contract #55000000-20-NY-ACS (Books and Non-Print Library Materials and Related Ancillary Services), with funds expended as follows: \$18,000 from Account No. A7927-35442 (Books-Adult); \$15,000 from Account No. A7927-35443 (Books-Children); and \$3,000 from Account No. A7927-35448 (Books-Young Adult).

Section 3. This Resolution shall take effect October 1, 2021.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS**

For

Books and Non-Print Library Materials, and Related Ancillary Services

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and Baker and Taylor, LLC, 2550 West Tyvola Road, Suite 300, Charlotte, NC 28217 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York competitively procured Books and Non-Print Library Materials, and Related Ancillary Services, and signed contract award number 22868 with the Contractor, attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on June 1, 2015, and is scheduled to expire on May 31, 2022. No renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin June 30, 2020, or on the date the Contract is fully signed by all Parties and will expire May 31, 2022, consistent with the Master Agreement, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

2. Modifications or Additions to Master Agreement.

- a) As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all

**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services**

prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

- b) All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibits A, B, and C modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:
- i. This Contract and amendments, with the latest issued having priority.
 - ii. Exhibit A: Additional Special Contract Conditions (Florida)
 - iii. Exhibit B: Special Contract Conditions (Florida)
 - iv. Exhibit C: [Price Sheet](#)
 - v. Exhibit D: [Master Agreement](#)
- c) Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.
- d) The first line of the "Price" section of the Master Agreement is modified as follows:

Price shall include all customs duties and charges and shall be net, F.O.B. destination, any point in ~~New York State~~ the State of Florida and shall include inside delivery inside doors of Authorized User's receiving platform.

3. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 55000000-20-NY-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract.

**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services**

4. Primary Contacts

Department's Contract Manager:

Thomas Bower
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Thomas.Bower@dms.myflorida.com

Contractor's Contract Manager:

Lee Ann Queen
Baker and Taylor, LLC
2550 West Tyvola Road, Suite 300
Charlotte, NC 28217
Telephone: (800) 775-7930
Email: Bids@baker-taylor.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

**Alternate Contract Source (ACS)
No. 55000000-20-NY-ACS
For
Books and Non-Print Library Materials, and Related Ancillary Services**

IN WITNESS THEREOF, the Parties here to have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR
Baker and Taylor, LLC**

DocuSigned by:

A88E24D586924BA...

Director-Pricing Services
7/14/2020 | 2:47 PM EDT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

87A2E4F61896A62

Tami Fillyaw
Chief of Staff
7/14/2020 | 6:47 PM EDT

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS Exhibit A

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
2. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this Contract, the Customer is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.
3. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Contractor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.
4. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as other subcontractors.
5. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by both parties.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

6. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - EDI (Electronic Data Interchange)
 - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - PO Flip via AN
 - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

7. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 15 calendar days after close of the period

Quarter 2 - (October-December) – due 15 calendar days after close of the period

Quarter 3 - (January-March) – due 15 calendar days after close of the period

Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report](#). The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, this Contract may be terminated for convenience or the Department may choose to not renew the Contract.

In addition, the Department may require additional sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

- **MFMP Transaction Fee Report:** The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department’s electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit MFMP Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the “Transaction Fee Reporting” and “Vendor Training” subsections under “Vendor” on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866- 352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
8. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
9. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly MFMP Transaction Fee Report	MFMP Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

10. Financial Consequences for Non-Performance: If the Department determines that the Contractor has failed in any quarter to meet requirements of the "Contract Reporting" section for two or more standards, the Department may assess the Contractor a fee in accordance with the table incorporated herein.

These consequences of non-performance shall not be considered penalties.

11. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. At minimum, the parties shall meet to discuss:

- Program compliance
- Program trending review
- Savings report: Hard dollar and soft dollar
- Spend report
- Subcontractor and contingent staff performance
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

12. Certification of Drug-Free Workplace: In executing this Contract, Contractor certifies that it has implemented a drug-free workforce program.

13. Resellers: The Contractor may use resellers in order to provide equipment and services. All resellers shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms, and conditions within Master Agreement and this Contract. The Contractor's resellers' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Contract. If a reseller is authorized to conduct business on behalf of the Contractor and the reseller is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller shall be resolved between the Contractor and the reseller. The State of Florida is not a party to any agreements entered into between the Contractor and its resellers.

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors (which includes resellers), and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations <https://dos.myflorida.com/sunbiz/> (unless the subcontractor is exempt from the registration requirements as set forth in Florida Statutes)
- Registered in the MFMP Vendor Information Portal <https://vendor.myfloridamarketplace.com>

- Not be on the State of Florida's Convicted, Suspended, or Disc
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
<https://flvendor.myfloridacfo.com>

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.**2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.**2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – TENNIS OPERATION**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Beth Davis, General Manager
DATE: September 23, 2021
SUBJECT: **RESOLUTION – Approval of the purchase of cabana bench awnings and electric water fountains for the Tennis Center from 10-S Tennis Supply utilizing Florida Recreation Development Assistance Program (FRDAP) grant funds.**

The Village executed a Grant Agreement with the Florida Department of Environmental Protection (FDEP) for \$50,000 in Florida Recreation Development Assistance Program (FRDAP) grant funds to renovate the existing Tennis Center courts and install additional landscaping.

Staff is requesting Village Council approval of the purchase of five (5) cabana bench awnings for court shade and five (5) electric water fountains from M.N. Kressler Holdings, Inc. d/b/a 10-S Tennis Supply at a total cost of \$16,481.84 utilizing grant funds. The Village uses 10-S Tennis Supply for court clay and various tennis court maintenance supplies and equipment and has expended \$14,085.34 to date. Because the spending with this vendor will exceed \$25,000 for this fiscal year, Village Council approval on the consent agenda is required.

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

Fund	Department	Account Number	Account Description	Amount
Country Club	Tennis	L8050-66210	Construction & Major Renovation	\$16,481.84

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of five (5) cabana bench awnings for court shade and five (5) electric water fountains from M.N. Kressler Holdings, Inc. d/b/a 10-S Tennis Supply at a total cost of \$16,481.84 utilizing FRDAP grant funds, with funds expended from Account No. OL8050-66210 (Tennis – Construction & Major Renovation), in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF FIVE CABANA BENCH AWNINGS AND FIVE ELECTRIC WATER FOUNTAINS FOR THE TENNIS CENTER FROM M.N. KRESSLER HOLDINGS, INC. D/B/A 10-S TENNIS SUPPLY UTILIZING FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village executed a Grant Agreement with the Florida Department of Environmental Protection for the receipt of \$50,000 in Florida Development Assistance Program (FRDAP) grant funds for the Tennis Center; and

WHEREAS, Village Staff recommended the purchase of five (5) cabana bench awnings and five (5) electric water fountains from M.N. Kressler Holdings, Inc. d/b/a 10-5 Tennis Supply utilizing FRDAP grant funds; and

WHEREAS, because the total amount expended with this vendor for the current fiscal year exceeds \$25,000, the Village's purchasing policies require Village Council approval on the consent agenda; and

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

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

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

Section 2. The Village Council hereby approves the purchase of five (5) cabana bench awnings and five (5) electric water fountains from M.N. Kressler Holdings, Inc. d/b/a 10-5 Tennis Supply utilizing FRDAP grant funds at a total cost of \$16,481.84, with funds expended from Account No. L8050-66210 (Tennis – Construction & Major Renovation).

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Village of North Palm Beach Purchase Order Requisition Form

Date of Request: 09/24/21
(mm/dd/yy)

Department: Tennis

For Finance Only:	
Vendor #	_____
Tax ID	_____
PO #	_____

Vendor Information

Vendor Name: 10-S Tennis Supply
 Pay To: 10-S Tennis Supply
 Attention: John DiBari
 Address: 1400 NW 13th Avenue
 Address: _____
 City: Pompano Beach
 State: FL Zip: 33069
 Phone #: 954-969-5440 Fax #: _____

Purchase Order Delivery Method:

Mail:

Fax:

Return to Dept.:

Purpose or Explanation

FRDAP Grant - Tennis Center

Special Instructions

3 quotes attached

Account Information

Qty	Description	Account Number	Account Description	Unit Cost	Amount
5	NS1024 6' Cabana w/ Canopy	L8050-66210	Construction & Major ren	1,765.00	\$ 8,825.00
5	2N1023 Halsey-Taylor Electric Wa	L8050-66210	Construction & Major ren	1,230.25	\$ 6,151.25
1	Shipping costs	L8050-66210	Construction & Major ren	1,675.59	\$ 1,675.59
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

Total \$ 16,651.84

Approvals

Requested By: _____

Finance Director: _____

Department Head: Beth Davis

Village Manager: _____

Beth Davis



10-S Tennis Supply & Dinkshot Pickleball
 1400 NW 13th Avenue
 Pompano Beach, FL 33069
 Toll-Free: (800) 247-3907
 Local: (954) 969-5440
 www.10-S.com / www.dinkshot.com

Tennis/Quoter

Estimate

#65384

07/7/2021

Bill To

Village of North Palm Beach Parks & Recreation : North Palm Beach Country Club - Tennis Center
 951 US Highway 1
 North Palm Beach FL 33408-3813
 United States

Ship To

Village of North Palm Beach Parks & Recreation : North Palm Beach Country Club - Tennis Center
 951 US Highway 1
 North Palm Beach FL 33408-3813
 United States

TOTAL

\$10,125.59

Expires	Memo	Sales Rep	Phone #	Ship Via
10/31/2021	Donna Tollefsen: (5) 6' Cabana w/Full Canopy	John DiBari	786-897-2950	Best Way

Quantity	Item	Options	Customer Description	Rate	Amount
5	NS1024 6' Cabana w/Full Canopy		(10-S Discount Applied) -color: Green -surface mount -single back rest ***	\$1,765.00	\$8,825.00

Subtotal	\$8,825.00
Discount ()	
Shipping Costs (Best Way)	\$1,300.59
Tax (0%)	\$0.00
Total	\$10,125.59

Grant



65384



10-S Tennis Supply & Dinkshot Pickleball
 1400 NW 13th Avenue
 Pompano Beach, FL 33069
 Toll-Free: (800) 247-3907
 Local: (954) 969-5440
 www.10-S.com / www.dinkshot.com

Tennis/quote

Estimate

#65385

7/7/2021

Bill To

Village of North Palm Beach Parks & Recreation : North Palm Beach Country Club - Tennis Center
 951 US Highway 1
 North Palm Beach FL 33408-3813
 United States

Ship To

Village of North Palm Beach Parks & Recreation : North Palm Beach Country Club - Tennis Center
 951 US Highway 1
 North Palm Beach FL 33408-3813
 United States

TOTAL

\$6,356.25

Expires

8/6/2021

Memo

Donna Tollefsen: (5) Water Fountains

Sales Rep

John DiBari

Phone #

561-691-3425

Ship Via

10-S Delivery Truck

Quantity	Item	Options	Customer Description	Rate	Amount
5	2N1023 Halsey-Taylor Electric Water Fountain 14 gal		(10-S Discount Applied)	\$1,230.25	\$6,151.25

Subtotal	\$6,151.25
Discount ()	
Shipping Costs (10-S Delivery Truck)	\$205.00
Tax (0%)	\$0.00
Total	\$6,356.25

Grant



65385

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, CCM, General Manager

DATE: September 23, 2021

SUBJECT: **RESOLUTION** – Approving an Amendment to the License Agreement with Richard E. Cavanah, Inc. for use of the North Palm Beach Country Club Pool Facility for organized swim training activities to extend the term through September 30, 2022

Village Staff and Richard E. Cavanah Inc., have negotiated a renewal agreement for use of the North Palm Beach Country Club Pool Facility. With over fifty years of experience with the Village of NPB's Pool facility and the NPB Swim Club that is currently housed at the NPBCC Pool facility, Mr. Cavanah will direct and manage the swim team training activities.

Renewing this licensing agreement will benefit the Country Club as it will generate revenues from swim lessons, pool memberships, private party rentals and incremental food and beverage. Marketing and promotional opportunities for housing this locally and nationally known swim team will only benefit the Village, the Country Club and its many residents and guests.

Below is a summary of the proposed agreement terms between the Country Club's General Manager and NPB Aquatic Foundation.

- Extend the Agreement (which currently expires on November 30, 2021) through September 30, 2022.
- Occupy portions of the Country Club pool to conduct swim team training during the following hours (as set forth in the existing Agreement):

NPB Masters (Year-Round)

Monday through Friday, 6:00am to 7:00am

Monday, Tuesday and Thursday, 6:30pm to 8:00pm

Youth Swim Team (Summer)

Monday through Saturday, 7:00am to 9:30am

Monday through Thursday, 4:30pm to 6:00pm

Youth Swim Team (Winter)

Monday, 4:00pm to 7:30pm

Friday, 4:00pm to 7:30pm

Saturday, 6:30am to 10:00am

Water Polo (Summer)

Wednesday, 6:30pm to 8:00pm

Friday, 5:00pm to 6:30pm

Water Polo (Winter)

Wednesday, 6:30pm-8:00pm

Friday, 6:30pm to 9:30pm

For the purpose of this section, Winter hours shall be in effect from the day after Labor Day through Memorial Day. Summer hours shall be in effect from the day after Memorial Day through Labor Day.

Cavanah and the General Manager of NPBCC will work together on any changes and/or additions to programs and schedules.

- All NPB Swim Club participants will receive a special Swim Team junior membership for \$75 per swimmer per year with a quarterly membership dues payment option (increased from \$50.00 per year).

Fund	Department/ Division	Account Number	Account Description	Amount
Country Club	Pool	L2151-03243	Pool Rental	\$24,000

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

Recommendation:

Village staff requests Council consideration and approval of the attached Resolution approving an Amendment to the License Agreement with Richard E. Cavanah, Inc. for use of the NPB Country Club Pool Facility and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT WITH RICHARD E. CAVANAH, INC. TO UTILIZE THE COUNTRY CLUB POOL FOR ORGANIZED SWIM TRAINING ACTIVITIES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-118 on October 24, 2019, the Village Council approved a License Agreement with Richard E. Cavanah, Inc. to allow Cavanah to utilize the pool at the North Palm Beach Country Club for organized swim training activities; and

WHEREAS, the License Agreement sets forth the conditions under which Cavanah may use the pool and provides for a payment of \$2,000 per month to the Village plus all applicable taxes; and

WHEREAS, the License Agreement expires on November 30, 2021 and the parties wish to execute an Amendment to extend the term through September 30, 2022; and

WHEREAS, the Village Council determines that the approval and execution of the License Agreement is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves an Amendment to the License Agreement with Richard E. Cavanah, Inc. for use of the pool at the North Palm Beach Country Club, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village.

Section 3. All resolutions and 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 _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT is made and entered into this _____ day of September, 2021, by and between the **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as “VILLAGE”, and **RICHARD E. CAVANAH, INC.**, a Florida corporation, 100 Fathom Road, North Palm Beach, FL 33408, hereinafter referred to as “CAVANAH.”

WITNESSETH:

WHEREAS, the VILLAGE and CAVANAH executed a License Agreement dated October 24, 2019 (“Agreement”), for use of the pool located at the Country Club for the purpose of providing organized swim training activities; and

WHEREAS, the Agreement expires on November 30, 2021, and the parties wish to amend the Agreement to extend the term through September 30, 2022 and to increase the cost of a Swim Team Junior Membership.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and CAVANAH agree as follows:

1. Recitals:

The foregoing recitals are ratified and incorporated herein by reference.

2. Extension of Term:

Section 2 of the Agreement is hereby amended to extend the term of the Agreement through September 30, 2022.

3. Swim Club Junior Memberships:

Section 5(D) of the Agreement is hereby amended to increase the cost of the special Swim Team Junior Membership from \$50.00 to \$75.00 per year.

4. Remaining Terms and Conditions:

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

[Remainder of page intentionally blank – signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment to License Agreement as of the date first above written.

VILLAGE:

**VILLAGE OF NORTH PALM BEACH, a
Florida municipal corporation**

By: _____
DARRYL C. AUBREY, MAYOR

(VILLAGE SEAL)

ATTEST:

By: _____
VILLAGE CLERK

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
VILLAGE ATTORNEY

CAVANAHA:

**RICHARD E. CAVANAHA, INC., a Florida
corporation**

Witnesses:

Print Name:

Print Name:

By: _____
RICHARD E. CAVANAHA
PRESIDENT

RESOLUTION 2019-118

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH RICHARD E. CAVANAH, INC. TO UTILIZE THE COUNTRY CLUB POOL FOR ORGANIZED SWIM TRAINING ACTIVITIES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending the execution of a License Agreement with Richard E. Cavanah, Inc. to allow Cavanah to utilize the pool at the North Palm Beach Country Club for organized swim training activities; and

WHEREAS, the License Agreement sets forth the conditions under which Cavanah may use the pool and provides for a payment of \$2,000 per month to the Village plus all applicable taxes; and

WHEREAS, the Village Council determines that the approval and execution of the License Agreement is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves the License Agreement with Richard E. Cavanah, Inc. for use of the pool at the North Palm Beach Country Club, 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. All resolutions and 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 24TH DAY OF OCTOBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 24th day of October, 2019, by and between the **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as "VILLAGE", and **RICHARD E. CAVANAH, INC.**, a Florida corporation, 100 Fathom Road, North Palm Beach, FL 33408, hereinafter referred to as "CAVANAH."

WITNESSETH:

WHEREAS, the VILLAGE is the owner of the North Palm Country Club ("Country Club"), located at 951 U.S. Highway One, North Palm Beach, Florida; and

WHEREAS, CAVANAH wishes to utilize the pool located at the Country Club for the purpose of providing organized swim training activities, specifically, NPB Youth Swim Team, NPB Masters Swim Team and NPB Water Polo (hereinafter "Swim Training Activities"); and

WHEREAS, the VILLAGE wishes to grant CAVANAH a non-exclusive license to perform such activities at the Country Club pool in accordance with the terms and conditions set forth in this Agreement.

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 by both parties, the VILLAGE and CAVANAH agree as follows:

1. GRANT OF LICENSE.

A. The VILLAGE hereby grants to CAVANAH a non-exclusive license to utilize portions of the Country Club pool for the purpose of providing Swim Training Activities, as more particularly described in Section 2 below ("Licensed Activities"). In addition to the Licensed Activities, CAVANAH may also utilize portions of the Country Club pool for Infant Swimming Resources (ISR) self-recue program instruction.

B. During the term of this License Agreement, the VILLAGE shall not grant a similar License to any other independent provider of such activities, provided, however, that nothing contained herein shall prevent the Village, through its employees and/or contractors, from providing such activities directly.

2. SCOPE OF LICENSE.

A. The VILLAGE shall allow CAVANAH to occupy portions of the Country Club pool ("Licensed Area") to conduct Swim Training Activities during the following hours:

NPB Masters (Year-Round):

Monday through Friday, 6:00 a.m. to 7:00 a.m.

Monday, Tuesday and Thursday, 6:30 p.m. to 8:00 p.m.

Youth Swim Team (Summer):

Monday through Saturday, 7:00 a.m. to 9:30 a.m.
Monday through Thursday, 4:30 p.m. to 6:00 p.m.

Youth Swim Team (Winter):

Monday, 4:00 p.m. to 7:30 p.m.
Friday, 4:00 p.m. to 7:30 p.m.
Saturday, 6:30 a.m. to 10:00 a.m.

Water Polo (Summer):

Wednesday, 6:30 p.m. to 8:00 p.m.
Friday, 5:00 p.m. to 6:30 p.m.

Water Polo (Winter):

Wednesday, 6:30 p.m. to 8:00 p.m.
Friday, 6:30 p.m. to 9:30 p.m.

For the purposes of this section, Winter hours shall be in effect from the day after Labor Day through Memorial Day, and Summer hours shall be in effect from the day after Memorial Day through Labor Day. These hours may be revised by mutual agreement of CAVANAH and the Country Club General Manager.

B. When not in use, CAVANAH shall store all of its equipment in a location to be determined by the Country Club General Manager.

C. When the pool is closed to the general public, CAVANAH shall have the right to use the entire Country Club pool, provided, however, that during normal operating hours, the VILLAGE shall retain a portion of the pool for use by the general public, as specified by the Country Club General Manager.

3. TERM OF THE LICENSE.

The term of the License granted herein shall be from December 1, 2019 through November 30, 2021 ("License Term"). Payments shall be due prior to the first (1st) day of each month, commencing December 1, 2019. This Agreement may be renewed for successive terms by mutual written agreement of the parties.

4. PAYMENT.

As consideration for the grant of the License by the VILLAGE, CAVANAH shall pay to the VILLAGE the sum of Two Thousand Dollars (\$2,000) per month, plus all applicable taxes, payable in advance of each month during the License Term ("License Payment"). In the event the License Term does not commence on December 1, 2019, the payment for December shall be prorated.

5. OBLIGATIONS OF VILLAGE.

A. The VILLAGE shall pay all costs of operating and maintaining the Licensed Area and real property taxes unrelated to the Licensed Activities performed in accordance with this Agreement.

B. The VILLAGE shall provide parking for CAVANAH's employees, agents and representatives, in addition to its customers and guests, within designated parking areas at the Country Club.

C. The VILLAGE shall supply electricity to operate the scoreboard during swim meets.

D. The VILLAGE shall provide all NPB Swim Team members a special Swim Team Junior Membership for \$50.00 per year that includes a logo North Palm Beach Country Club towel, and Country Club-hosted season-end party provided to the Swim Club Team members, parents and staff.

6. OBLIGATIONS OF CAVANAH.

A. CAVANAH is solely responsible for all activities performed within the Licensed Area, including, but not limited to, staffing and payment to its employees, agents and representatives. CAVANAH shall further be solely responsible for all taxes incurred by virtue of its performance of the Licensed Activities.

B. CAVANAH shall secure all permits, licenses and approvals required by federal, state and local laws applicable to the performance of the Licensed Services, including, but not limited to, a VILLAGE Business Tax Receipt.

C. CAVANAH shall use standard and reasonably prudent practices in performing the Licensed Activities pursuant to this Agreement.

D. CAVANAH's employees, agents and representatives shall comply with all VILLAGE requirements governing conduct, safety and security while on VILLAGE-owned property.

E. CAVANAH shall provide lifeguards during all Swim Training Activities. Additionally, CAVANAH shall provide the VILLAGE will all current lifeguard certifications on the effective date of the Agreement and provide certifications for any additional lifeguards retained by CAVANAH during the License Term.

F. CAVANAH may conduct no more than two (2) swim meets per year, and the VILLAGE shall retain the facility entry fee, if any, paid by the participants.

G. CAVANAH shall be responsible for installing and removing the swim walls utilized by CAVANAH for organized swim training activities.

H. CAVANAH shall ensure that each NPB Swim Team member purchases the Junior Membership referenced in Section 5(D) above.

7. ADMINISTRATION.

CAVANAH shall occupy the Licensed Premises and perform the Licensed Activities under the general direction of the Village Manager and the Country Club General Manager. The Country Club General Manager shall act as the VILLAGE's representative during the term of this Agreement, and CAVANAH shall abide by all directives given by the Country Club Manager.

8. INDEPENDENT CONTRACTOR.

The VILLAGE and CAVANAH agree and acknowledge that CAVANAH is and shall be during the performance of the Licensed Activities pursuant to this Agreement, an independent contractor and shall not, under any circumstances, be considered an employee, agent or servant of the VILLAGE. No employment relationship is created by virtue of this Agreement.

9. INSURANCE

A. During the term of this Agreement, CAVANAH shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. General Liability. General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000) and not less than One Million Dollars (\$1,000,000) in the aggregate. All policies must include sexual and physical abuse liability coverage.

2. Worker's Compensation. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident and not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate.

3. Hired and Non-Hired Vehicles. Hired and Non-Hired Vehicle Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident.

B. Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category.

C. CAVANAH shall furnish the VILLAGE certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage shall not be effective until at least thirty (30) days' written notice has been made to the VILLAGE. CAVANAH shall include the VILLAGE as an additional insured on the General Liability and the Automobile Insurance Policies required by this Agreement. The above insurance requirements may be waived by the Village Manager, in the Manager's sole discretion.

D. CAVANAHA shall not occupy the Licenses Premises pursuant to the terms of this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved (or waived) by the Village Manager.

10. INDEMNITY AND HOLD HARMLESS.

A. To the fullest extent permitted by applicable laws and regulations, CAVANAHA shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action arising out of or in any way related to the Licensed Services performed by CAVANAHA pursuant to this Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CAVANAHA and/or its employees, agents or representatives.

B. CAVANAHA shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants or employees.

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

11. TERMINATION OF AGREEMENT.

A. This Agreement may be terminated by the VILLAGE or CAVANAHA with or without cause upon thirty (30) days' written notice to the other party.

B. The VILLAGE may terminate this Agreement with cause immediately. For the purpose of this section, "with cause" shall include: (1) any material breach of this Agreement by CAVANAHA; and (2) any inappropriate behavior by CAVANAHA's employees, agents or representatives, while on VILLAGE property, including, but not limited to, harassment or violent or threatening behavior.

12. ANTI-DISCRIMINATION.

CAVANAHA warrants and represents that all of its employees, agents and representatives are treated equally during employment without regard to race, color, religion, gender, age, national origin, disability, or any other category protected by law.

13. NOTICES.

Any notice, request, demand, approval, consent or other communication which the VILLAGE or CAVANAHA 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, at the addresses specified above. Notwithstanding the foregoing, the VILLAGE may provide notice to CAVANAHA by personal delivery to CAVANAHA's employees, agents or representatives at the Licensed Area. Notice shall be deemed given when hand delivered or not later than three (3) days after same shall have been deposited in an official United States Post Office, postage prepaid.

14. ENFORCEMENT COSTS.

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 shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

15. SURRENDER OF LICENSED AREA.

Upon the expiration or termination of this Agreement, CAVANAH shall deliver and surrender the Licensed Area to the VILLAGE in good repair and condition, ordinary wear and tear excepted, and shall remove all of its personal property. Should CAVANAH fail to remove its personal property upon termination or expiration of this Agreement, said property shall become the property of the VILLAGE.

16. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida.

17. WAIVER.

A waiver by either the VILLAGE or CAVANAH of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19. ENTIRETY OF AGREEMENT.

The VILLAGE and CAVANAH 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. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between VILLAGE and CAVANAH, whether written or oral.

20. MODIFICATION

None of the provisions, terms, or conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

21. SUCCESSORS AND ASSIGNS.

The VILLAGE and CAVANAH each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CAVANAH shall not assign this Agreement without the express written approval of VILLAGE via executed amendment.

22. PREPARATION.

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

23. SURVIVABILITY.

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

24. INSPECTOR GENERAL.

CAVANAH 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 Agreement, and in furtherance thereof, may demand and obtain records and testimony from CAVANAH and its subcontractors. CAVANAH understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CAVANAH 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 Agreement justifying termination.

25. PUBLIC RECORDS.

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

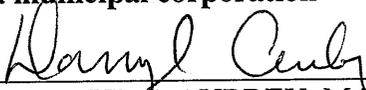
In performing services pursuant to this Contract, CAVANAH shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CAVANAH shall:

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

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first above written.

VILLAGE:

**VILLAGE OF NORTH PALM BEACH, a
Florida municipal corporation**

By: 
DARRYL C. AUBREY, MAYOR

(VILLAGE SEAL)

ATTEST:

By: 
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
VILLAGE ATTORNEY

CAVANAHA:

RICHARD E. CAVANAHA, INC., a Florida
corporation

Witnesses:

Chandler Johnson
Print Name: Chandler Johnson

Sarah Goldenberg
Print Name: Sarah Goldenberg

By:

Richard E. Cavanah
Print Name: Richard E. Cavanah
Title: President

**VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Renee Govig, Director of Human Resources

DATE: September 23, 2021

SUBJECT: **RESOLUTION** – Appointing Representative and Alternate Representative to the Public Risk Management of Florida Board of Directors

In Fiscal Year 2021/2022, the Village will contract through Public Risk Management of Florida (PRM), a risk management and self-insurance pool for property, casualty and workers' compensation insurance coverage. PRM is a risk management pool that operates in accordance with an Intergovernmental Cooperative Agreement (Agreement) and is governed by a Board of Directors. Through the adoption of Resolution No. 2021-61 on July 22, 2021, the Village Council approved coverage with PRM.

The Village is a Standard Member of PRM. The Agreement requires the Village Council to appoint a representative and alternate representative to PRM's Board of Directors. Representatives of Standard Members do not vote; however, participation on the Board will allow the Village to remain fully informed as to the operation and administration of the risk management pool. Village Staff requests that Council designate Director of Human Resources, Renee Govig, as its representative and Village Manager, Andrew Lukasik, as its alternate representative.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution designating it representative and alternate representative to the Public Risk Management of Florida Board of Directors in accordance with Village policies and procedures.

RESOLUTION 2021-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING THE VILLAGE'S REPRESENTATIVE AND ALTERNATIVE REPRESENTATIVE TO THE PUBLIC RISK MANAGEMENT OF FLORIDA ("PRM") BOARD OF DIRECTORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 22, 2021, the Village Council approved a renewal with Public Risk Management of Florida ("PRM") to provide property and casualty insurance coverage for the Village and expanded the coverage to include workers' compensation; and

WHEREAS, PRM is a risk management pool governed by an Intergovernmental Cooperative Agreement setting forth the Contract and By-Laws for the pool ("Agreement"), and the Village is a Standard Member of PRM; and

WHEREAS, while Standard Members do not vote, the Agreement provides that each Member shall appoint one person to represent the Member on the Board of the Directors, along with another person to serve as an alternate representative; and

WHEREAS, the Village Council wishes to formally appoint the Village's representative and alternative representative to serve on the PRM Board of Directors.

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 appoints Director of Human Resources Renee Govig to serve as its representative on the PRM Board of Directors and Village Manager Andrew Lukasik to serve as its alternate representative.

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 _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: September 23, 2021

SUBJECT: **RESOLUTION** – Approval of Second Amendment to Legal Services Agreement to increase the hourly rate.

Through the adoption of Resolution No. 2006-62 on August 24, 2006, the Village Council approved a Legal Services Agreement with Leonard G. Rubin, P.A. and Glen J. Torcivia and Associates, P.A. (subsequently Torcivia, Donlon, & Goddeau, P.A.) to provide legal services to the Village as Village Attorney. Through the adoption of Resolution No. 2016-61 on September 22, 2016, the Village Council approved an Amendment to the Agreement to increase the hourly rate from \$175.00 per hour to \$195.00 per hour. The two law firms merged into the new firm of Torcivia, Donlon, Goddeau & Rubin, P.A., and through the adoption of Resolution No. 2020-82 on December 10, 2020, the Village Council approved the assignment of the Legal Services Agreement to the new firm.

As has been discussed with the Council through the budget process, the firm is requesting an increase in the hourly rate from \$195.00 per hour to \$210.00 per hour. As set forth above, the Council last approved an increase to the hourly rate five years ago. Even with the increase, the hourly rate paid by the Village will be less than the hourly rates paid by neighboring municipalities, including the Town of Jupiter (\$275.00 per hour), the City of Palm Beach Gardens (\$250.00 per hour) and the Town of Lake Park (\$250.00 per hour), and less than the average hourly rate paid by municipalities in northern Palm Beach County (\$232.00 per hour).

The firm sincerely appreciates the faith and trust of the Village Council and members of Village Staff and looks forward to continuing its long-standing relationship with the Village of North Palm Beach.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Second Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to increase the hourly rate and authorizing the Mayor and Village Clerk to execute the Second Amendment in accordance with Village policies and procedures.

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2006-62, the Village Council approved a Legal Services Agreement with Leonard G. Rubin, P.A. and Torcivia, Donlon & Goddeau, P.A. (f/k/a Law Office of Glen J. Torcivia and Associates, P.A.) for Village Attorney Services; and

WHEREAS, through the adoption of Resolution No. 2016-61, the Village Council approved an Amendment to the Agreement to increase the hourly rate; and

WHEREAS, through the adoption of Resolution No. 2020-82, the Village Council approved an assignment of the Legal Services Agreement to the newly merged firm of Torcivia, Donlon, Goddeau & Rubin, P.A.; and

WHEREAS, the parties wish to again amend the Legal Services Agreement to increase the hourly rate, and the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village.

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

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

Section 2. The Village Council hereby approves a Second Amendment to the Legal Services Agreement with Torcivia, Donlon, Goddeau & Rubin, P.A., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Second Amendment on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of September, 2021 by and between the Village of North Palm Beach, a Florida municipal corporation (hereinafter “Village”) and Torcivia, Donlon, Goddeau & Rubin, P.A., a Florida corporation (hereinafter “Firm”).

WHEREAS, on August 26, 2006, the Village entered into a Legal Services Agreement (“Agreement”) with the law firms of Leonard G. Rubin, P.A. and Glen J. Torcivia & Associates, P.A. (subsequently Torcivia, Donlon & Goddeau, P.A.) to provide legal services to the Village as Village Attorney; and

WHEREAS, on September 22, 2016, the parties executed an Amendment to the Agreement to increase the hourly rate; and

WHEREAS, effective January 1, 2021, the firms of Leonard G. Rubin, P.A. and Torcivia, Donlon & Goddeau, P.A. merged, and on December 10, 2020, the Village approved an Assignment of Legal Services to the Firm; and

WHEREAS, the parties wish to modify the Agreement, as assigned, to increase the hourly rate for services rendered by the Firm.

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

1. Effective October 1, 2021, Section 2 of the Agreement is hereby amended to increase the compensation for attorneys providing legal services to \$210.00 an hour.
2. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

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

VILLAGE OF NORTH PALM BEACH

By: _____
Leonard G. Rubin
Shareholder

By: _____
Darryl Aubrey, Mayor

Attest: _____
Jessica Green, Village Clerk



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY JULY 13, 2021**

Present:

Cory Cross, Chairman
Donald Solodar, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Scott Hicks, Member
Nathan Kennedy, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Alex Ahrenholz, Principal Planner
McKenna West, Planner

Not Present:

Kathryn DeWitt, Member

Council Member:

Debra Searcy

.....
I. CALL TO ORDER

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

A. ROLL CALL

All members of the Planning Commission were present except Ms. DeWitt. Mr. Haigh arrived at 6:31 PM.

II. APPROVAL OF MINUTES

The Minutes of the June 8, 2021 Regular Meeting were approved as written.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

Prior to the start of the agenda items, Mr. Hubsch asked the Chairman if Acting Public Works Director Chuck Huff could present a Village project for the Planning Commission's approval. Chairman Cross granted the request.

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Chuck Huff, Acting Public Works Director, made a presentation regarding the painting of Village Hall. It is the last of the Village buildings needing to be repainted. He presented two color choices for consideration; a gray and a beige. He explained the reason to change from the yellow is to provide a “campus” feel between the library and Village Hall, as the library was painted a beige color recently. Mr. Huff advised that he needs a recommendation tonight.

The Planning Commissions members discussed the colors the other Village building had been painted, such as the Public Safety Facility (yellow) and Anchorage Park (yellow). Several members of the Board expressed their dislike of the color choices presented, preferring the current Village yellow.

Motion: Mr. Solodar moved to recommend to Village Council that the building be painted Village yellow. Mr. Haigh seconded the motion, which passed 5-1, with Mr. Kennedy voting nay.

In light of the number of people present in person and via Zoom for the discussion of the Ordinance Items, Chairman Cross asked for those applicants present with items on the agenda, to present their agenda items first, therefore the agenda items were heard out of order.

2. 2021-0221- 300 Prosperity Farms Rd Master Sign Plan

Application by Kemp Signs on behalf of TSM Investments LLC, requesting approval for a master signage program.

Ms. West presented the Staff report and recommendation. The proposed Master Signage Plan for the 300 Prosperity Farms Road office building sets forth the general guidelines each tenant must follow in adding their signage to the outside of the building. The plan only addresses permanently affixed building wall signs. The guidelines are consistent with the Village Code of Ordinances, except where is noted that the signs may be up to 10% of the size of the building façade. According to regulation and existing building setbacks at 70 feet, the signage must be limited to 7% of the building façade. This is reflected in the two proposed signs, Fastest Labs and Wounded Veterans Relief Fund, which are both proposed to be 7% of the façade to which they will be affixed, and will be approved administratively with passage of the master sign program.

All signage for the building must follow the design specifications set forth. These include fabrication, installation, and color. Signs shall be plate cut aluminum, and fasteners should be hidden from sight. All signs must be color SIGN3241 (blue), unless custom company colors are to be used. Staff recommends the following conditions:

1. Size of signage shall be limited to 7% of the size of the building façade. Applicant shall modify the Design Requirements section of the guidelines to reflect this.
2. Applicant shall modify the Design Requirements and Fabrication Specifications sections in the Master Signage plan to allow company logos (50% size of sign area) and other company colors. Guidelines must indicate that signage shall be painted the default color if established company colors are not being used. A default font must be established.
3. Applicant shall limit the mounting height to 18 feet.
4. Applicant shall change the default signage color from blue to black.

Michael Grandinetti, Kemp Signs, 1740 Hill Avenue, West Palm Beach, was present to represent the project.

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The Planning Commissions members discussed whether the Board is approving a master plan and two signs; whether each tenant would have to have the same font and color; and the Board consensus that there is no need to change from blue to black font color.

Motion: Mr. Solodar moved to approve the application with Staffs recommendations, excluding condition #4, the color change from blue to black, and amending condition #3, the mounting height be limited to eleven feet. Mr. Hogarth seconded the motion, which passed 6-0.

1. 2021-1318- Atrium Building Paint Color

Application by Tanglewood Asset Management on behalf of The Atrium Office Condominium Association, Inc. requesting approval for building paint colors.

Ms. West presented an updated Staff report and recommendation. The applicant is requesting approval of paint colors for the Atrium Office building at 631 US-1, in accordance with Chapter 6, Article III Appearance Code. The building's current color is green. The building was constructed in 1985, and has four stories of office space. The building colors being requested for approval are a beige for the body (Sherwin Williams 6149 Relaxed Khaki) and a darker brown for the building accent on the railings (Sherwin Williams 6159 High Tea). Staff recommends the following conditions:

1. Obtain a paint permit within 30 days of this approval for the proposed building colors and obtain final inspection upon completion.

The Planning Commissions members discussed whether the railings were located on the back side of the building; and what the color of the new memory care facility will be as it is next door.

Motion: Mr. Hogarth moved to approve the application as presented. Mr. Hicks seconded the motion, which passed 6-0.

B. ORDINANCES

1. 2021-0105- Old Port Cove South Marina

An application submitted by Cotleur & Hearing on behalf of SHM Old Port Cove, LLC requesting a Major PUD Amendment for an increase to the permissible outdoor seating area and approval for a yacht brokerage office use.

David Milledge, Cotleur & Hearing, 1934 Commerce Ln., Suite 1, Jupiter, 33458, was present to represent the project.

Mr. Milledge presented the application for a Major Planned Development Amendment for the Old Port Cove South Marina CPUD. Specifically, the Applicant seeks to increase the permissible outdoor seating area and to allow an outside tenant to use existing office space at the facility. The applicant would like to increase the current 200 square feet of seating space to 1,185 square feet, which is an increase of 985 square feet of outdoor seating area. The Applicant is also seeking approval to allow a yacht broker to use space within the marina offices. The broker has an on-line presence and any walk-in traffic would be solely from existing yacht owners on site. The

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marina last received CPUD approval from Village Council in November of 2011 for the existing yacht club to be repurposed for a restaurant, café and marina office. It also permitted architectural enhancements and the construction of a swimming pool and accessory building, but limited the outdoor seating to 200 square feet. The additional outdoor seating is not anticipated to increase noise or odor. There are substantial landscape buffers between the closest building and the marina, ranging from 215 feet to over 500 feet.

The Chairman read, for the record, written statements submitted for the public hearing:

Diana Heiser, 120 Lakeshore Dr. #G41, North Palm Beach, expressed opposition to the project.
Steve & Lori Saar, 122 Lakeshore Dr. #G40, North Palm Beach, expressed opposition to the project.
Mike Beck, Old Port Cove Towers Condominium Association, expressed support for the project.
Nancy Weaver & Joseph DeAlteris, Quay South, Old Port Cove, expressed opposition to the project.
Geri Wolff, Quay South, Old Port Cove, expressed opposition to the project.

The Chairman asked for comments from the public.

Gary Pires, 120 Lakeshore Dr. #535, North Palm Beach, spoke in opposition to the project.
Harry Krivit, 1108 Marine Way, North Palm Beach, spoke in opposition to the project.
Diane Jenkins, 1100 Marine Way W #A3R, North Palm Beach, spoke in opposition to the project.
Maria Vazques, 120 Lakeshore Dr. #G37, North Palm Beach, spoke in opposition to the project.
Jackie OMer, 124 Lakeshore Dr. PH31, North Palm Beach, spoke in opposition to the project.
Pat Friedman, 1208 Marine Way #AG6, North Palm Beach, spoke in opposition to the project.
Art Micchelli, 1100 Marine Way W #A2R, North Palm Beach, spoke in opposition to the project.

The Chairman asked for comments from the public via Zoom.

Ann Medina, 122 Lakeshore Dr. #G38, spoke in opposition to the project.
Tina Wright, 1133 Marine Way E #I4L, comments sent in opposition to the project.
Nancy Chandler, 1124 Marine Way W #D3R, comments sent in opposition to the project.

The Chairman closed the public comments.

The Chairman asked the applicant, Mr. Milledge, if he would like to address the comments made from the public. Mr. Milledge addressed the outdoor seating issue, which he states preliminary results in the addition of a total of three to four tables, for a total of eight or nine tables, and which will have little impact on additional noise or odors. He stated he is not familiar with a brick wall as mentioned in a comment, but would look into the feasibility of expanding it. He also addressed the parking concerns, which he explained are based on the current Village code. There is currently no plan to increase the lighting. He further explained that the yacht brokerage office is primarily an on-line business and not expected to have on-site customers, other than yacht owners already at the marina.

The Planning Commission discussed why the yacht broker cannot operate out of the Old Port Cove Plaza; what are the planned hours for the restaurant, inside and outside; whether the food is prepared inside or out; how long after the kitchen closes does the restaurant intend to stay open; whether the amount of personnel to man the yachts in the marina has increased over the years as the size of the yachts have increased; whether the new tables will be located on the raised terrace area or on the ground level; what the existing parking situation is currently; whether

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the parking is a current problem at the marina; what the plan for the current 200 square foot seating area will be; what is the current seating capacity of the restaurant; how was the parking recommendation reached; whether noise generated should be addressed by Village Code Compliance; how were the ADA spaces counted for the parking recommendation; and whether there will be signage for yacht brokerage office.

Jim Nestor, Safe Harbor Marina, 116 Lakeshore Dr., North Palm Beach, spoke on behalf of the applicant. He explained that the reason for the additional seating and also addressed the yacht brokerage space.

Bryan Kelley, P.E., Simons & White, 2581 Metrocenter Blvd., West Palm Beach, spoke on behalf of the applicant. He explained how the parking recommendations were concluded.

Mr. Hubsch presented the staff recommendations for conditions of approval:

1. The Security Operations Plan or “Operating Agreement” dated June 28, 2012, submitted to fulfill Condition B within Section 5 of Ordinance 2011-20, shall remain in full effect.
2. The non-marina office space shall be limited to yacht brokerage office space only and shall not operate as a boat sales center with offsite guests. No more than four employees shall be on site at any given time.
3. Applicant shall obtain approval from the Hotel and Restaurant Division of the Florida Department of Business and Professional Regulation for the increased outdoor seating area.
4. There shall be no amplified music outdoors or indoors while the windows/doors are open at the restaurant.
5. Applicant shall obtain separate permits for all improvements constructed on the Property, including, but not limited to, the following:
 - a. Paving, grading, drainage, and water and sewer improvements;
 - b. Site lighting;
 - c. Landscaping; and
 - d. Irrigation.
6. The Applicant shall conduct a Parking Study, certified by a Traffic Engineer, twelve (12) months subsequent to the Village's issuance of the permit for the outdoor seating area. The Parking Study shall evaluate the effectiveness of the parking strategies employed by the Applicant on site. Upon review of the Parking Study and any other relevant data, including, but not limited to, independent review by the Village, should the Village's Community Development Director determine that the parking on the Property is not performing effectively, the Village reserves the right to require additional parking strategies and requirements, including, but not limited to, the increased use of valet parking or shuttle service. The imposition of additional parking strategies and requirements shall not require amendment to this Ordinance.

Motion: Mr. Solodar moved to recommend to Village Council to deny the application as submitted. Mr. Kennedy seconded the motion, which passed 5-1, with Mr. Hogarth voting nay.

2. 2021-0688 Prosperity Village

An application submitted by Cotleur & Hearing on behalf of Prosperity Village Development, LLC requesting a PUD and Subdivision of 3 vacant parcels into 12 single family lots.

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David Milledge, Cotleur & Hearing, 1934 Commerce Ln., Suite 1, Jupiter, 33458, was present to represent the project.

Mr. Milledge presented the application for a site plan and Planned Development for Prosperity Village, a community of 12 single-family dwelling lots on the west site of Prosperity Farms Road. This site was previously approved for 14 units in 2007, but was never constructed; however, it did have a single-family residence which was demolished in 2008. This 2.33-acre site is generally surrounded by residential uses with preserve areas immediately to the west and north of the property. The proposed neighborhood will provide custom home builders and future residents the opportunity to be part of a cohesive yet unique neighborhood. The project is not requesting additional density, however, is seeking waivers to properly layout the proposed residential lots in a logical and efficient manner. As the Village requires much of the native vegetation to be preserved, an arborist evaluated the Live Oaks trees on site for tree health. Several are in poor health and three will be relocated to the center island.

Mr. Hubsch advised that the applicant held a community meeting to get feedback from residents in the adjacent neighborhoods. Residents were generally supportive and some comments resulted in changes to the site plan layout and preservation of more oak trees.

Mr. Ahrenholz presented the staff report. The property is approximately 2.34 total acres with a Low-Density Residential Future Land Use (FLU) designation and an R-1 Single Family Zoning designation. The property previously contained a single family home that was demolished several years ago. Numerous attempts have been made to develop the property in recent years. The property was approved for a 14-unit single family development by the Planning Commission in 2007; however, the development was never constructed. The property is currently comprised of four unplatted parcels. The applicant is proposing to subdivide them into twelve (12) lots ranging in size from 4,739 SF to 7,286 SF. The Low Density Residential land use designation permits up to 5.8 units per acre. With a total of 2.34 acres, there are a maximum of thirteen (13) homes allowed. The homeowner's association will maintain the main entrance, road, and perimeters of the development. The applicant is requesting five (5) waivers – lots size reduction, building setbacks, lot width, pool setback, and higher fencing along Prosperity Farms Rd. Staff has analyzed the application to the requirements of the Village Code of Ordinances and recommend approval of the subdivision, planned unit development with waivers and preliminary plat. If the Planning Commission decides to approve the application, staff recommends the addition of the following conditions of approval to the development order:

1. Electric entry gate shall match the gate shown in the renderings provided;
2. Drainage easement shall be recorded with the final plat in the swale area shown along the western and northern property lines. This easement shall be maintained by the home owners association and limit the installation of permanent structures and impervious surfaces in this space;
3. Landscape buffer shown on the south side shall be recorded as an easement, maintained by the HOA and recorded in the declaration of covenants and final plat. Owner shall not encroach into the easement with physical structures nor remove any of the vegetation. If any trees or shrubs are removed during construction they shall be replaced;
4. Irrigation plans shall be provided before approval of the infrastructure permit;
5. Applicant shall receive driveway access approval from Palm Beach County Traffic Division prior to building permit issuance;
6. Prior to issuance of site development permit ensure that the storm water management report identifies whether the site will be bermed to contain the 25 year storm, or if the stormwater attenuation will be based on a predevelopment versus post development analysis for the SFWMD 25 year storm discharge criteria;

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7. Five (5) percent of the value of the land shall be paid to the Village in lieu of providing public use space per Section 36-23. b. Valuation shall be defined as the fair market value of the required land, said fair market value to be appraised on the basis of the value of platted land without improvements;
8. Prior to issuance of permits for vertical construction, final plat shall be approved by Village Council per the process outlined in Section 36-14 of the Village Code of Ordinances;
9. 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 homeowner's association;
10. Prior to issuance of first permit of vertical construction, a copy of the Declaration of Covenants and Restrictions shall be submitted to the Community Development Department and Village Attorney for
 1. approval and review of compliance with the conditions of approval;
11. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, 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 Village Engineer;
12. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances;
13. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries;
14. Any and all Gopher Tortoises located on site shall be relocated offsite in accordance with Florida Fish and Wildlife (FWC) requirements and procedures;
15. Prior to issuance of the first building permit, the Applicant shall have underground water mains and fire hydrants installed, completed, and in service;
16. All residential units shall be constructed in conformance with the approved Design and Diversity Criteria;
17. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions;
18. 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.

The Chairman asked for comments from the public.

Kevin Spina, 549 Overlook Dr., North Palm Beach, spoke in favor of the project.

Michael Carsillo, Asst. Fire Marshall, City of Palm Beach Gardens, 10500 N. Military Tr., Palm Beach Gardens, spoke regarding the City's concerns regarding space and turning radius for emergency equipment should the need arise that Palm Beach Gardens provides mutual aid to the Village.

Debbie Cross, 2560 Pepperwood Circle S., North Palm Beach, spoke in opposition to the project.

Peter Hofheinz, City of Palm Beach Gardens, 10500 N. Military Tr., Palm Beach Gardens, expressed the City of Palm Beach Gardens' opposition to the project, as outlined in their written objection.

The Chairman closed the public comments.

Dan Catalfumo, 725 Harbour Isles Pl., North Palm Beach, Developer of the project, discussed the considerations taken regarding the Gopher Tortoises, Live Oak trees, SeaCoast lift station, and Auto-Turn radius for emergency vehicles of the project. He stated that he is willing to work with the Village and Palm Beach Gardens to come to mutually agreeable conditions in order to move forward and to be good neighbor.

The Planning Commission discussed where the Gopher Tortoise preserve is located in relation to the site; what are “best management practices” referred to by the City of Palm Beach Gardens; what is planned as a buffer on the south property line; expressed concern that NPB and PBG Fire Departments are not in sync with each other; concerns expressed regarding the Live Oak trees; concern regarding the lack of documentation on the site plan for the Live Oak trees remaining; whether a retaining wall is required due to the elevation of the swales, concern about drainage onto other properties and that the drip line of the trees are being preserved; whether the Public Works Department and Public Safety Department given their approval for the project; concern regarding the possible removal of the median on Prosperity Farms Rd.; and the need for a drainage plan.

Motion: Mr. Hogarth moved to continue the discussion to the next meeting. Mr. Solodar seconded the motion, which passed 6-0.

3. 2021-0733- 517 Northlake Blvd façade change

Application by Tektonica Industries Inc. on behalf of HNK LLC requesting a façade upgrade to the existing office building

Mr. Ahrenholz presented the Staff report and recommendation. The applicant is a dentist and is requesting approval of a new façade and paint colors for the existing building at 517 Northlake Boulevard. The building is red brick with beige like stucco columns and accents. The applicant is seeking to stucco over all of the existing brick, paint the building PPG Pacific Pearl, and add a new stucco parapet approximately 7’-9’ above the existing parapet. The applicant and architect for the project did not schedule any meetings with Village staff prior to submitting the proposed plans. Had they done so, Village staff would have provided them with Village’s Appearance Plan and encouraged them to redesign the building to be more consistent with the desired styles in the Appearance Plan such as Anglo-Caribbean, Florida Vernacular, and Masonry Modern. Additionally, staff has requested color renderings of the proposed design, so that staff and the Planning Commission can better determine what the final product will look like. The applicant has not been able to provide renderings. Without color renderings, it is difficult for staff to make a recommendation for the project.

The Planning Commissions members discussed whether the building is brick all the way around; expressed concern that no renderings were submitted and no representative was present; recommendations to applicant to work with staff regarding the plan, comments made such as the existing building looks better than proposed changes, more color choices should be considered, parapet is too high, dislike of the stepped effect of parapet, bump up to parapet seems arbitrary, painted brick can look nice, dislike of the details of the proposed columns, and color renderings be submitted.

Motion: Mr. Solodar moved to Table the project to a future meeting. Mr. Haigh seconded the motion, which passed 6-0.

V. ADMINISTRATION MATTERS

A. Choosing chair and vice-chair for the 2021-2022 term:

Mr. Solodar nominated Mr. Cross as Chairman, seconded by Mr. Hogarth. Mr. Cross was elected Chairman by a vote of 5-0 (Mr. Cross abstained). Mr. Haigh nominated Mr. Solodar as Vice-Chairman, seconded by Mr. Kennedy. Mr. Solodar was elected Vice-Chairman by a vote of 6-0.

B. Staff Updates: None

C. Commission Member Comments:

- The next meeting is scheduled for September 7, 2021, which is the day after Labor Day and is also Rosh Hashanah. Recommendation to move the meeting to September 14th, and November 2nd's meeting falls on Election Day. Recommendation to move that meeting to November 9th. Consensus of the Board is to move the September and November meetings as recommended.
- Suggestion to continue the use of Zoom for Village Meetings to allow for more participation by residents and concerned parties that cannot attend in person.
- Discussion regarding the reading of submitted letters/comments into the record.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 10:07 PM.

Minutes typed by Jane Lerner

Village of North Palm Beach

Recreation Advisory Board

Minutes from the July 13, 2021 Meeting

CALL TO ORDER:

Chairperson Bob Bell called the meeting to order at 7:00 PM.

ROLL CALL:

Maria Cassidy

Stephen Heiman

Paul Beach

Bob Bell

Don Grill

Mia St. John - Absent

Rita Budnyk

Village Council Representative – David Norris

Stephen Poh, Director of Parks and Recreation

APPROVAL OF MINUTES:

Don Grill made a motion to approve the minutes from June meeting; seconded by Stephen Heiman. The motion passed 6-0. Rita Budnyk had one addition to the June minutes before approved.

PUBLIC COMMENT:

Karen Marcus asked if the Youth Sports schedule was posted for residents to view. Mrs. Marcus was wondering which youth sport season was coming up next. Stephen Poh responded saying the youth sports schedule is in the newsletter every month and posted on the website. Stephen informed her that the next season is youth flag football which starts registration in August and season starts in September.

DIRECTOR'S REPORT:

Stephen updated the Board on park projects. The playground at Lakeside park will be getting some new replacement parts, new sign, rust treatment, painting parts, additional piece of equipment and new fencing. This CIP was approved by Council but parts not able to ship out until September or October. The Lakeside park swing set is set to ship out in early August. Our FRDAP grants for the Community Center playground (\$50k) and Osborne Basketball Courts (\$50K) were approved. Stephen is working on getting quotes on both areas for improvement. We can start work in October 2021. Precision landscaping is working on replacing sod at the big dog park this month. They are also installed mulch around the edge

of the new dog park. Met with Andy the owner of Beach Bucket Foundation. He will be providing us with 2 stations that will be located at Lakeside and Anchorage parks. Stephen also met with David Carson from PBC Department of Environmental Resource Management about doing an oyster bed project on the south side of Anchorage park. Mr. Carson's only concern is the property line on the south end of Anchorage park waterway. PBC would not get involved in this project unless there is an easement drawn up that the property owner and the Village signs. Our public works department added concrete buttons in front of Lakeside park and removed all the cones. We are going to monitor that to see how that works but we are also looking into a possible bio-swale in that area as well. Parks also removed curbing from the overflow parking grass area behind the bathrooms at Anchorage park. This will allow cars with trailers to have easier access to the overflow parking area.

Stephen updated the Board on upcoming special events. Our 4th of July fireworks was a huge success with a couple of thousand people in attendance. All Village staff worked together to make the whole day a success. The following weekend we had our first Beats N Eats Live music and food trucks event. The band was called Uncle Juice which was all acoustics and we had 8 food trucks. The event ended up with over 400 people in attendance and a great night. Our Anchorage Aweigh Fishing tournament is slated for Saturday, August 7th. Here are some updates:

- August 6th – Captains Meeting at Anchorage Park 6pm
- August 7th – Fishing Tournament begins in the morning
- Weigh in – (12pm-3pm, under the trees)
- Kids Fishing Derby 2pm-3pm
- Awards BBQ (Hobo's Restaurant) 5pm-7pm
- 28 boats registered so far and 18 sponsors
- Banners at Lott Brothers and Anchorage Park
- We need all bucket donations by August 3rd so we can start filling the buckets

Other events upcoming will be Touch a Truck in beginning of October and Links 5K Ghost run on October 30th. Recreation staff is also working with the library staff to create a haunted house and hay rides during Halloween.

Stephen updated the Board on recreation programming. Youth flag football season is coming up soon. We will start taking registrations in August and the season set to begin in September. We will be posting sign-ups on social media, emails to parents, text messaging, flyers in facilities, CC marquee, newsletter and the website. Our Mini Baseball program for ages 3-5 will start sign-ups in August and begin in September.

Summer Camp update

- Week 1 featured indoor obstacle course and Polynesian show (23 kids)
- Week 2 featured water slide and 80s dance party (23 kids)
- Week 3 featured cool comets and wildlife show (25 kids)
- Week 4 featured obstacle course and magic show (25 kids)
- Open it up to residents only and some non-residents and limits on groups.

Bill is set for his next bus trips in July with the Caladium Festival in Lake Placid on July 23rd and Hard Rock Casino on July 30th. August trip currently scheduled is a Mystery trip on August 27th. We are now filling up the bus and only requiring masks on the bus.

We are partnering with a few sports groups to offer clinics over the summer. NPB baseball will offer a clinic in July. PBSA will have a soccer clinic Monday, July 19th – July 23rd at the Community Center. Perseverance basketball will have a clinic the first week in August for ages 6-16 inside the gym.

NEW BUSINESS:

- Upcoming projects for FY2022
 - Veterans Park enhancement – New sod this year, update landscaping and repair memorial bricks
 - Community Center playground
 - Osborne Basketball courts
 - Dry Storage Project with update trail and new lighting
 - Anchorage Park playground – 2023
 - Anchorage Park boat ramp renovation – 2023
 - Anchorage Park sand volleyball court lighting - 2023

OLD BUSINESS:

- Dry Storage Update
 - Council wanted to physically define the fence line with stakes.
 - Engenuity came out with engineers who stated that they are recommending the south side line. This will allow for adequate room for the fence and new landscaping away from the existing canal top of bank.
 - It would be desirable from a constructability, maintenance and long term erosion protection standpoint.
 - Russ Ruskay will take to Council on August 12th

Discussion ensued with Recreation Board members about some details of project.

- Stephen gave the board an update on the Needs Assessment.
 - Survey was complete. (757 total surveys completed)
 - Presentation to Council on July 22nd from consultant
 - Barth Associates will then conduct 4 Virtual visioning sessions
 - Barth will then provide the Village short and long range vision recommendations
 - They will present a final time to Council

BOARD MEMBER COMMENTS:

- Don Grill suggested that we add rock at the new entrance to the overflow trailer parking area that way the area doesn't become muddy and torn up.
- Bob Bell requested that we just provide coolers and ice with beverages for the fishing tournament event. Maria agreed to keep it simple with coolers instead of food truck option.
- Bob Bell asked to have a riser and the fishing rod holders for the fishing tournament prizes.
- Rita Budnyk asked if there was an update to our Kayak signage that we discussed at the last board meeting. Stephen stated staff is working on the signage for the south side of the park and next to the boat ramp.
- Stephen Heiman stated that he liked the idea of doing an instructional video for using the kayak launch. He would like to help with the videos and post them on social media for residents to view.
- Maria Cassidy asked if the Village was doing something about the iguana issues at Anchorage Park. Stephen Poh stated that the Village has trappers that come in periodically to the different parks in the Village.

ADJOURNMENT:

Paul Beach made a motion to adjourn the meeting; seconded by Don Grill. Motion passed 6-0. Meeting adjourned at 7:40 PM.

Minutes respectively submitted by Stephen Poh, Director of Parks and Recreation.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee

MINUTES

Anchorage Park

Monday, August 2, 2021
6:00 pm

1. Call to Order: Chairperson Marcus called the meeting to order at 6:08 pm.
2. Roll Call:
 - Present: Karen Marcus, Mary Phillips, Shawn Woods, Kendra Zellner, Camille Carroll
 - Also Present: Andy Lukasik, Village Manager; Chuck Huff, Acting Public Works Director; Alex Ahrenholz, Principal Planner; Stephen Poh, Superintendent of Parks and Recreation; Darryl Aubrey, Mayor; Debbie Searcy, Vice Mayor; Susan Bickel, Councilmember
 - Absent: Ellen Allen, Lisa Interlandi
3. The Minutes of the July 12, 2021 regular meeting were approved.
4. Presentation from Mo Belanger of the Reef Institute:
 - a. Chairperson Marcus introduced Mo Belanger from the Reef Institute, a non-profit based in West Palm Beach. She discussed their efforts regarding research, education, preservation and restoration of the coral reefs along our coastal waterways:
 - i. Is interested in an educational partnership with the Village.
 - ii. A land-based facility that rescues reef building coral from diseases.
 - iii. The coral reef that stretches from Key West to Stuart is the third largest barrier reef in the world.
 - iv. Barrier reefs are important for protection against flooding, storm surges, hurricanes and erosion.
 - v. Coral is an animal.
 - vi. Stoney coral is a reef building coral and vital to growth of the entire reef. In 2014 there was an outbreak of Stoney coral tissue loss disease so, the institute implemented a response initiative called the Florida Coral Rescue Project. Sea World and Disney are part of this collaboration.
 - vii. They were the first land-based nursery to spawn a new coral species called "golf ball" coral.
 - viii. The facility is also involved in gene banking for eventual return to the ocean.
 - ix. Their education department teaches over 800 Palm Beach County students every week and teaches all over the world.

- x. Field station at Peanut Island:
 - 1. There are almost 100 different species of rare and threatened coral that live at Peanut Island.
 - 2. They monitor the size, health and growth of the coral.
 - xi. According to the National Oceanic and Atmospheric Administration's most recent report, Florida is down to 2% of its original coral coverage due to bleaching caused by toxins in the water.
 - xii. Coral reefs prefer to grow on limestone so they engineer hybrid modular limestone structures to create living reefs.
 - xiii. The facility is closed to the public however, a private committee tour is welcome. Chairperson Marcus offered to schedule a committee tour.
 - xiv. Education awareness:
 - 1. Strong efforts to move children, teens and adults from awareness to stewardship. Mobile awareness events include science experiments, reef animal information, games surrounding sunscreens, artifacts, etc.
 - 2. Everyone should use 100% mineral sunscreens such as Tropic Sport which contains Zinc Oxide and Titanium Oxide, the only safe minerals.
 - 3. All sunscreen brands are tested in their lab prior to promotion.
 - 4. Preferred sunscreens should be posted on the Village website and in the newsletter.
 - 5. Mo Belanger offered to provide the committee with the information.
5. Presentation from Katherine Murray on the Lakeside Park Berm Restoration and Erosion Control Project:
- a. Chairperson Marcus introduced Katherine Murray who discussed the Lakeside Park Restoration and Erosion Control Project Draft Plan which focuses on aesthetics, restoration and erosion:
 - i. Stairways:
 - 1. Create a sense of place with different types of low maintenance plants that can withstand coastal conditions and are lower growing to preserve viewsheds.
 - 2. Due to erosion under the stairs, low growing Seaside Heliotrope, Sea Lavender, Spivola and Inkberry are being considered along with Saw Palmetto at the base of the stairs for stabilization.
 - 3. The existing concrete could be relocated to create a tiered design for native plants and supplemented with limestone, rip rap or granite as well.
 - ii. Border to the east of the trail:
 - 1. Improve aesthetics and define the area with Coontie, Salvia, Tropical Sage and Blue Eyed Grass.
 - iii. Center area between the stairways:
 - 1. Goal is to improve aesthetics with colorful, low-growing, erosion-control groundcover such as Dune Sunflower, Beach Burina, Partridge Pea, Corky Passion Vine, Tropical Sage, Rain Lilly and Milkweed.
 - iv. Southern point:
 - 1. Plan recommends installing low maintenance groundcover over all the bare sand for erosion-control and protection against invasive species.
 - 2. Plants to consider are Dune Sunflower, Beach Burina, Corky Passion Vine, Railroad Vine and Beach Bean.
 - v. Far south end:
 - 1. Recommends Sea Lavender.
 - 2. There's not as much concern about the viewshed in this location due to the existing structures.

- vi. Eastern edge slope:
 - 1. Utilize species that can be planted on the top that will grow down, provide protection and cover the concrete.
 - 2. Plan recommends Beach Bean, Railroad Vine and Beach Creeper which will stabilize the slope.
 - vii. Eastern edge base of slope:
 - 1. Plan is to build on the existing vegetation with Beach Elder and Spider Lilly.
 - 2. Reuse and relocate some of the existing sea oats to stabilize the slope and base.
 - b. Katherine Murray recommended considering a living shoreline which will reduce wave energy, create habitat and prevent erosion. It also has the potential to encourage silt collection and improve water quality.
 - c. Katherine Murray mentioned that the utilization of oyster beds would serve as permanent breakwater structures.
 - d. The committee agreed that the proposal is good and will speak with residents for their input.
 - e. The committee agreed to recommend that Council move forward with the project.
 - f. Andy Lukasik added that if the concrete rubble is an issue, additional engineering analysis would be required.
 - g. Mo Belanger recommended utilization of education signage.
 - h. Stephen Poh stated that he will be pursue signage based upon his tour of the Jupiter Inlet Lighthouse Outstanding Natural Area.
6. Public Comments:
- a. Resident Bob Silvani stated that he's been on a mission to clean-up and improve the park for many years. Mr. Silvani stated that the view from the park to the water used to be better because the southern half of the shoreline was lower. He believes the berm was raised when the State shored it up with the pieces of concrete. His preference would be to lower the berm. Andy Lukasik mentioned that a local engineer looked at the shoreline and possibly reducing the height of the berm however, recommended it not be touched.
 - b. Resident Dan Higgins offered an observation, does the wooden fence allow plant material to climb upwards and if so, is that the desire aesthetic?
7. Discussion Items:
- a. Natural Shoreline Protection:
 - ii. Alex Ahrenholz discussed three (3) applications for fill permits submitted by the property owners of 728 Ibis, 748 Ibis and 556 Anchorage.
 - iii. Andy Lukasik stated that Village staff would like input from the Committee before finalizing the analysis/recommendation for Village Council consideration.
 - iv. The committee requested additional time to research the best protection methods.
 - b. Existing Projects/Programs Updates:
 - i. Ban on Plastics:
 - 1. Business Promotion – incentives for elimination of single use plastics.
 - a. Draft House Newsletter Article:
 - i. Andy Lukasik mentioned that Ed Cunningham contacted them regarding their recycling strategy and is waiting for an update.
 - ii. Residential Code – Zoning in Progress for 6 months:
 - 1. Andy Lukasik stated that the zoning in progress agenda item will be presented to Council at August 12 council meeting.
 - 2. Andy Lukasik mentioned that at the last council meeting a group of residents made a presentation on their view as it relates to the zoning in progress

provisions developed at the staff level. Their view is that, assuming the temporary ordinance is implemented, the vast majority of the homes that were developed would not be able to be built the way they are today. There are several projects that are close to this fact however, the majority would be able to be built according to the ordinance. Village staff will respond to them at the next council meeting.

3. Andy Lukasik stated that staff will move forward with the Ad Hoc Committee to work on the long-term changes to the building code.
 4. Andy Lukasik added that the zoning in progress approach is preferred by Council as opposed to a moratorium.
 5. Andy Lukasik mentioned that the Ad Hoc Committee appointments will be on the Aug. 26 council meeting agenda.
- iii. Urban Garden:
1. Andy Lukasik reviewed the draft presentation for Council consideration at the August 12 council meeting.
 2. Chairperson Marcus mentioned that Joe Hanley knows a good source for garden soil that is located in Glades county, Jeremy Hubsch offered to research.
 3. Andy Lukasik mentioned that a letter was sent to neighboring property owners for their input on a buffer however, no one has contacted him.
- iv. Speaker Series:
1. Solid Waste Authority:
 - a. The committee agreed that the next event will take place in October instead of September.
 - b. Andy Lukasik will have Barbara Bruckner contact Farmer's Table for banquet room availability in October.
- v. Education – "Go Green":
1. Electrify America:
 - a. Andy Lukasik stated that he still hasn't received a response to his online inquiry.
 2. FPL EVolution Program:
 - a. Andy Lukasik continues to work with FPL on Country Club locations however, they still prefer the four (4) space configuration.
- vi. Anchorage Park Clean-Up Events:
1. Shawn Woods stated that International Coastal Cleanup Day is on September 18 at Anchorage Park.
 2. Shawn Woods recommended asking Mo Belanger from the Reef Institute attend for educational purposes.
- vii. Oyster Beds:
1. Andy Lukasik mentioned that ERM came out to Anchorage Park and advocated for an oyster bed to be location at the south side of the park. However, when they found out about the Schwenke issue, they backed away.
 2. The committee suggested perhaps ERM could attend International Coastal Cleanup Day and speak on the benefits of oyster beds.
 3. Stephen Poh mentioned that David Carson offered to look at other possible locations in the park for the oyster beds.
 4. Stephen Poh stated that he will provide an update at the next meeting.

8. Next meetings: the next meeting will be on September 13, 2021 at 6:00 pm in the Anchorage Park Building.
9. Adjournment: the meeting adjourned at 7:37 pm.



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY AUGUST 3, 2021**

Present:

Cory Cross, Chairman
Donald Solodar, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Kathryn DeWitt, Member
Scott Hicks, Member
Nathan Kennedy, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Alex Ahrenholz, Principal Planner

Council Member:

Susan Bickel

I. CALL TO ORDER

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

A. ROLL CALL

All members of the Planning Commission were present except Ms. DeWitt. Mr. Haigh arrived at 6:31 PM.

II. APPROVAL OF MINUTES

The Minutes of the July 13, 2021 Regular Meeting will be approved at the September 14, 2021 meeting.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. 2021-1403- DocMJ Signage

Application by Kauffs on behalf of Physician Compassionate Care, LLC, d/b/a DocMJ, requesting site plan and appearance review approval for the installation of a new acrylic panel sign with vinyl graphics.

Mr. Ahrenholz presented the Staff report and recommendation. The site is an existing tenant space, which recently obtained a Business Tax Receipt (BTR). Currently, it is an empty sign cabinet that will be refaced. The building

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is located on Northlake Blvd. just east of Prosperity Farms Rd. They are allowed one (1) building sign and it will be under the maximum allowed area and is conforming. There is no existing master sign plan for the plaza. The applicant is proposing to put a translucent acrylic panel over the existing sign. During the BTR process, the business was vetted to ensure compliance. The business owner provides direct patient access to medical marijuana recommendations, and therefore, is considered a medical office or clinic. There is no dispensing of marijuana on site, which is a prohibited use.

Staff recommends the following conditions:

1. Obtain a sign permit for the scope of work as provided herein.
2. Tenant window signage does not exceed the 10% threshold.

The Planning Commissions members discussed having Staff resurrect obtaining Master sign plans to assist the Planning Commission with sign applications;

Motion: Mr. Solodar moved to approve the application with Staffs recommendations. Mr. Kennedy seconded the motion, which passed 7-0.

2. 2021-0733 517 Northlake Façade Update

Application by Tektonica on behalf of HNK LLC requesting site plan and appearance review approval for building façade changes and paint colors.

Motion: Mr. Solodar moved to remove the item from the table. Mr. Hogarth seconded the motion, which passed 7-0.

Mr. Ahrenholz presented an updated Staff report and recommendation. Since the last presentation, the applicant has redesigned the building parapet extension. The applicant has also provided color renderings of the proposed design, so that staff and the Planning Commission can better determine what the final product will look like. The parapet is not as tall, the stucco will remain, the banding on the pillar has been cleaned up, and sconces have been added. Signage will be brought before the Planning Commission once tenants are in place. Staff is not proposing any conditions.

The Planning Commissions members discussed whether the parapet is continuing all the way around the building; whether the signage will be on the same elevation; whether just one color of paint is being approved. Consensus of the Planning Commission is the design is an improvement.

Motion: Mr. Solodar moved to approve the application as presented. Mr. Hogarth seconded the motion, which passed 7-0.

B. ORDINANCES

1. 2021-0688 Prosperity Village

An application submitted by Cotleur & Hearing on behalf of Prosperity Village Development, LLC requesting a PUD and Subdivision of 3 vacant parcels into 12 single family lots.

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Donaldson Hearing, Cotleur & Hearing, 1934 Commerce Ln., Suite 1, Jupiter, 33458, was present to represent the project.

Brett Oldford, Civil Engineer, WGI, 2035 Vista Parkway, West Palm Beach, was also present to represent the project.

Kim Cawley, NPB Fire Inspector, 560 US #1, North Palm Beach, addressed the public safety equipment turning radius concerns.

Mr. Hearing presented the updated application for a site plan and Planned Development for Prosperity Village, a community of 12 single-family dwelling lots on the west site of Prosperity Farms Road. This 2.33-acre site is generally surrounded by residential uses with preserve areas immediately to the west and north of the property. The proposed neighborhood will provide custom home builders and future residents the opportunity to be part of a cohesive yet unique neighborhood. The project is similar to The Estates development just to the north and is the exact depth as the proposed project property. The applicant was encouraged to not seek rezoning and to conform with the development regulations for the Village. Great care and consideration have been taken with regards to accommodating the development, the oak trees, Gopher Tortoises, drainage, stormwater concerns, the SeaCoast lift station, the Pepperwood neighborhood, and the surrounding conservation land.

The Chairman asked for comments from the public.

Debra Cross, 2560 Pepperwood Cir. South, North Palm Beach, spoke in opposition to the project.

Peter Hofheinz, City of Palm Beach Gardens, 10500 N. Military Tr., Palm Beach Gardens, expressed the City of Palm Beach Gardens' opposition to the project updates, as outlined in their written objection.

The Chairman closed the public comments.

Mr. Ahrenholz presented an update of the staff report. The commissioners had various concerns that resulted in tabling the item until they could be addressed or resolved. The first issue dealt with the grading to the adjacent properties. The updated plans have lowered the grade of the houses and the swale ends consistent with the adjacent grades. To preserve the trees, small walls (6-18 inches) are proposed to prevent any fill from needing to go over the existing roots. Stacking on to Prosperity Farms Road was addressed and there is enough room for two cars as shown on engineering sheet C-20. The auto turn analysis previously provided was compliant with the Village of North Palm Beach standards and the Florida Fire Prevention Code. Palm Beach Gardens Fire Department raised concerns over the ability to make the turns, so the applicant provided slightly more room by reducing the landscape median at the entrance.

During the discussions of the previous meeting, staff has proposed to add three (3) new conditions of approval. The first was added as condition 7 in regards to the height differential between the crown of road and the home site elevations as required by the Florida Building Code. The next was added as condition 18 to prevent gopher tortoises from coming under the fence to the subject site. The final new condition, number 19, was added after discussions with the US Postal Service to locate a central mailbox for the community. Two conditions of approval were amended as requested by the applicant and agreed to by staff. Condition 5 was amended to preserve the landscape median on Prosperity Farms Rd. that the County has proposed to remove. Condition 16 was amended for the timing of the site work during permitting at the applicant's request.

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If the Planning Commission decides to approve the application, staff recommends the addition of the following conditions of approval to the development order:

1. Electric entry gate shall match the gate shown in the renderings provided.
2. Drainage easement shall be recorded with the final plat in the swale area shown along the western and northern property lines. This easement shall be maintained by the homeowners association and limit the installation of permanent structures and impervious surfaces in this space.
3. Landscape buffer shown on the south side shall be recorded as an easement, maintained by the HOA and recorded in the declaration of covenants and final plat. Owner shall not encroach into the easement with physical structures nor remove any of the vegetation. If any trees or shrubs are removed during construction they shall be replaced.
4. Irrigation plans shall be provided before approval of the infrastructure permit.
5. Applicant shall receive driveway access approval from Palm Beach County Traffic Division prior to building permit issuance. The Applicant shall attempt to preserve the existing median on Prosperity Farms Road during the County permitting process.
6. Prior to issuance of site development permit ensure that the storm water management report identifies whether the site will be bermed to contain the 25 year storm, or if the stormwater attenuation will be based on a predevelopment versus post development analysis for the SFWMD 25 year storm discharge criteria.
7. Prior to approval of final civil plans, a five (5) percent slope shall be provided from the crown of road to the front building foundation as an approved method of diverting water away from the foundation.
8. Five (5) percent of the value of the land shall be paid to the Village in lieu of providing public use space per Section 36-23. b. Valuation shall be defined as the fair market value of the required land, said fair market value to be appraised on the basis of the value of platted land without improvements.
9. Prior to issuance of permits for vertical construction, final plat shall be approved by Village Council per the process outlined in Section 36-14 of the Village Code of Ordinances.
10. 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 homeowner's association.
11. Prior to issuance of first permit of vertical construction, a copy of the Declaration of Covenants and Restrictions shall be submitted to the Community Development Department and Village Attorney for approval and review of compliance with the conditions of approval.
12. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, 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 Village Engineer.
13. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances.
14. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.
15. Any and all Gopher Tortoises located on site shall be relocated offsite in accordance with Florida Fish and Wildlife (FWC) requirements and procedures.
16. Vertical building construction permits shall not be approved until the Building Official determines the underground water mains and fire hydrants are installed, completed, and in service at a satisfactory level.

Minutes of Village Planning Commission Regular Meeting held on August 3, 2021

17. All residential units shall be constructed in conformance with the approved Design and Diversity Criteria.
18. Green vinyl chain-link fence shown on west and north property lines shall be set 2 ft in ground to prevent gopher tortoises from adjacent properties entering the site.
19. Centralized mailbox facility shall be provided at the request of the US Postal Service. Applicant shall provide location on site plan prior to issuance of vertical construction permits.
20. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
21. 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.

The Planning Commission discussed drainage concerns and whether stem walls have been considered; whether there is a maximum height for the grade adjacent to the bottom of the swale; whether the finished floor elevation will be above the 100 year flood mark; whether the development will be coming back for final plat approval if approved by Council; whether the median island on Prosperity Farms Rd. will be removed or remain; concern how the drainage will be impacted on the south property line with a fully planted area; whether relocating the hedge on the south property line to the outside of the swale be made a condition of approval; whether the representative from Palm Beach Gardens can respond to North Palm Beach's response that the emergency apparatus turning radius is adequate; whether Catafulmo will maintain the HOA while the project is being built; how will the entry gates open – swing in/out, or slide back; what would be needed to accommodate Palm Beach Gardens' concern for the greater radius; concern about potential safety hazards with cars stacking near the intersection at Alamanda Dr. and vehicles going around the cars waiting to turn; question why the development needs to be a "gated community"; and concern regarding sustainable landscaping.

Motion: Mr. High moved to recommend to Village Council to approve the application with Staff's conditions, and the additional conditions that work with developer to assign an appropriate size easement along the south property line to accommodate a free and clear swale, the hedge and the fence in order to be maintained, and the HOA documents codify that the perimeter green chain link fence remain in place and no double fencing allowed. Mr. Solodar seconded the motion, which passed 7-0.

2. Village-initiated amendment to Village Code section 45-36(R)(2)

Ordinance allowing electrical service to formerly developed vacant lots for the sole purpose of operating an irrigation system.

Mr. Rubin presented the Staff report and recommendation. He provided background information on the planting plan for vacant lots. He further explained that the Village recently received Special Magistrate authorization to demolish a portion of the Camelot Motel and is negotiating the complete demolition of all of the structures on the site with the property owner. During these discussions, the property owner raised the viability/practicality of irrigating the property once the buildings are demolished without electrical service. Staff discussion recommended that the Code be amended to accommodate the use of electrical service for the purpose of irrigation.

The Planning Commissions members had no discussion and were in favor of the amendment.

Motion: Mr. Solodar moved to recommend to Village Council to approve the Ordinance Amendment. Mrs. DeWitt seconded the motion, which passed 7-0.

3. Vacation Rentals Ordinance

Village-initiated comprehensive regulatory scheme establishing a registration and inspection program for all vacation rentals within the Village.

Mr. Hubsch presented the Staff report and recommendation. He provided background information regarding the need to create the Ordinance and what the State Legislature has enacted. The Village has received a number of complaints regarding the operation of vacation rentals within the Village. While Florida Statutes, prohibits the Village from eliminating vacation rentals or regulating their duration and frequency, the Village may require registration of vacation rentals and impose additional requirements on their operation. The purpose of this Ordinance is to preserve the integrity of the Village's residential areas and neighborhoods and corresponding property values, while also protecting the health, safety and welfare of Village residents and the occupants of such units. The Ordinance was modeled after the Town of Juno Beach's vacation rental program.

The Chairman asked for comments from the public.

Debra Cross, 2560 Pepperwood Cir. South, North Palm Beach, questioned the clarity of wording regarding the lease agreement.

Pat Friedman, 1208 Marine Way, North Palm Beach, questioned the responsible party designation requirement.

The Chairman closed the public comments.

The Planning Commissions members discussed whether the Village will have the right to enter the property if there is a complaint; how many units are within the Village; whether vacation rental property can be Homesteaded; and recognition of the need for vacation rentals due to the lack of nearby hotels to the Village.

Motion: Mr. Hogarth moved to recommend to Village Council to approve the Ordinance. Mr. Haigh seconded the motion, which passed 7-0.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Old Port Cove Marina wants to go forward to Village Council for the outdoor seating only.
- The Seven-11 project (Alt. A1A & Richard Rd.) has modified their plans and will be going before Village Council.
- The September Planning Commission Meeting falls right after Labor Day and Rosh Hashanah, Staff recommends moving the meeting to September 14th.

B. Commission Member Comments:

- Status of the construction of the out building at the Memory Care facility.

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- The need to consolidate the Ordinances regarding parking on the swales as there are several different restrictions for different areas of the Village.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:31 PM.

Minutes typed by Jane Lerner

Village of North Palm Beach

Recreation Advisory Board

Minutes from the August 10, 2021 Meeting

CALL TO ORDER:

Chairperson Bob Bell called the meeting to order at 7:00 PM.

ROLL CALL:

Maria Cassidy

Stephen Heiman

Paul Beach

Bob Bell

Don Grill

Mia St. John

Rita Budnyk

Village Council Representative – Debbie Searcy

Stephen Poh, Superintendent of Parks and Recreation

Zak Sherman, Director of Leisure Services

APPROVAL OF MINUTES:

Don Grill made a motion to approve the minutes from June meeting; seconded by Paul Beach. The motion passed 7-0.

PUBLIC COMMENT:

Dr. Searcy commented on what a wonderful Fishing Tournament event this past weekend.

DIRECTOR'S REPORT:

Stephen updated the Board on park projects.

- Lakeside berm area is getting washed out at the North end of the walkover. We are in contact with Katherine from Environmental quality about getting work done ASAP. She is sending over recommendations tomorrow.
- Fencing at Lakeside playground was replaced with new fencing
- Lakeside playground swings to be shipped in August. Waiting to hear about installation date.

- Waiting to hear about the playground grant at Anchorage Park. If we can get the grant switched over, then we will work quickly to get plans for new playground. We will send out information to residents for suggestions
- Grants were approved... \$50K for CC playground and Osborne basketball court
 - Playground quotes
 - Basketball quotes
- Anchorage Park playground piece is getting replaced. Shipping in September
- Precision landscaping replaced sod in big dog park which opened this week. Now they will move on to the small dog park.
- Beach Bucket Foundation installed station at Lakeside Park end of July. The station at Anchorage Park was installed last week.
- Installed new flooring and desk in Lobby at Anchorage Park
- Veterans Park had all the old sod killed off and dug up last week. We added new soil and sod to the park. The sod was donated by our landscaping ground Haverland AG.
- The gym floors at the Community Center will be professionally cleaned next week before all our Fall activities start.
- We are looking to offer a paddle board rental company PADL to bring a set to Anchorage Park. They have set up in different parks around the area. (Key Biscayne, Miami, Boynton Beach, Juno Park and Jupiter Burt Reynolds Park. (flyer in packet)

Stephen updated the Board on upcoming special events. Our Annual Fishing Tournament was a huge success with a couple of hundred people in attendance. All Recreation staff worked together to make the whole day a success. Thank you to members of the Rec board who were in attendance for helping out with the event. We had many sponsors and donations to this year's event. Hobo's provided the food which was a big hit for all the participants and their families. We ended up with 48 boats this year.

Next event is Beats N Eats live music and food trucks which will be held Saturday, September 11th from 5pm-9pm. We are working with our fire department to provide the ladder truck in the parking lot to fly the American flag.

Other events upcoming will be Touch a Truck in beginning of October and Links 5K Ghost run on October 30th. Recreation staff is also working with the library staff to create a haunted house and hay rides during Halloween.

Stephen updated the Board on recreation programming.

Youth Flag Football

- Sign-ups started August – Will be posting on social media, emails to parents, text messaging, flyers in facilities, notice on CC marquee, in newsletter and on website. Also checking with schools again to see if we are allowed to bring in flyers.
- Season begins in September

Mini Sports

- Next season is Mini baseball which starts in September
- Sign-ups began last week

Open Gym

- Starting in September (Monday day 9am-11am and Night 5pm-8pm)

Bus Trips

- July Trips
 - Hard Rock Casino – July 30 was full
- August Trips
 - Mystery Trip – August 27th
- New Trip schedule is posted online

Summer Camp update

- Week 5 featured indoor obstacle course and DJ formal party (34 kids)
- Week 6 featured trips to Calypso Bay and Ocean Reef Park beach (30 kids)
- We had an excellent turn out of camp this year and no issues

Other programs

- Perseverance Basketball offered a clinic the first week of August 2-6 (ages 6-18)
- Community Center gymnastics class during the day starting in August 27
- Cheerleading/dance classes at Anchorage Park in September
- We are going to offer our own pickleball program starting in September (Tues and Thurs)

NEW BUSINESS:

- Recreation Advisory Board Absences
 - The board needs to assign someone to keep track of attendance
 - Person must inform Clerk's office if anyone is absent from 3 consecutive regular meetings or 25% of regular meetings in a 12-month period
- Palm Beach Row Club
 - Susan met with Andy and I about offering classes to residents at Anchorage Park
 - In turn, we offer her space near the launch area to build a fenced in area to store their boats. They will build it to our specifications with landscaping around it. (Map in packet)
 - She would pay rent on storage area per year plus normal class fees. Sign a one-year agreement if it doesn't work then they would be responsible for removing area.
 - Discussion with Council at August 12th meeting

OLD BUSINESS:

- Dry Storage Update
 - Russ will take to Council on August 12th
- Lakeside Park
 - Andy to have discussion with Council on August 26th meeting about parking lot

Discussion ensued with Recreation Board members about details about Lakeside Park.

BOARD MEMBER COMMENTS:

- Bob Bell commented on what an amazing job the Recreation staff did this year running the fishing tournament from start to end. There were no issues all day long and he received multiple positive comments from families about the event. Thank you to Stephen, Bill, Becky and the rest of the staff for all they did.
- Bob Bell assigned himself to keep track of the Advisory board attendance. Bob will inform the Clerk's office if anyone is absent from 3 consecutive regular meetings or 25% of regular meetings in a 12-month period.
- Rita Budnyk commented on the PB crew that she was ok with the proposal that was given by Stephen on their use of the park facility.
- The Recreation board all agreed they were ok with the concept of the PB Row club. They suggested that we go view the proposed area at the end of the meeting.
- Paul Beach asked if we are ripping up the asphalt area during the dry storage area discussion. Paul commented that we should use the asphalt instead of millings.
- A lengthy discussion ensued with all Recreation Advisory board members about the Lakeside Park parking area.

ADJOURNMENT:

The meeting then was moved outside Anchorage park to review the proposed storage area for Palm Beach row club.

Paul Beach made a motion to adjourn the meeting; seconded by Don Grill. Motion passed 7-0. Meeting adjourned at 8:30 PM.

Minutes respectively submitted by Stephen Poh, Superintendent of Parks and Recreation.

Library Director Zak Sherman has been named Director of Leisure Services that combines the Library with Parks and Recreation. He is reviewing programming, facilities, and staffing strengths/needs for changes and improvements.

Tina Chippas moved that future Library Advisory Board Meetings be held in the Obert Room at the Library. Motion was seconded by Phyllis Wissner and passed unanimously.

QUESTIONS AND ANSWERS

ADJOURNMENT

A motion to adjourn the meeting was made by Carolyn Kost and seconded by Phyllis Wissner. The meeting was adjourned at 7:53 PM.

Respectfully submitted by Bonnie Jenkins



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES

City of Weston Request for Proposals No. 2017-12



CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES
AGREEMENT DOCUMENT

City of Weston RFP No. 2017-12

CITY OF WESTON, FLORIDA

RFP NO. 2017-12

ARBORICULTURAL SERVICES

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WHEREAS, City Commission has selected CONTRACTOR to perform Arboricultural Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2023 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.10 Adherence to City Policy

CONTRACTOR assigned to handle the Arboricultural Services for the CITY shall adhere to all CITY policies, procedures and protocols.

4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

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SECTION 5

STANDARDS OF LABOR AND MATERIALS

5.1 Labor

CONTRACTOR shall employ and provide a sufficient number of supervised staff to complete the duties stated within the Agreement with at least one being an ISA Certified Arborist, who must also be a Registered Arborist with the City of Weston.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. **Supervisor** – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the arboricultural services for the CONTRACTOR and be capable of directing all regular maintenance and additional arboricultural services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. **Employee/Independent Contractor or Sub-Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. All tree trimmers on site must hold a valid Broward County Class B Tree Trimmer license. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are obviously detrimental to the program.
- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.

- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **Chemicals** – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer’s label and Manufacturer’s Safety Data Sheet (MSDS) for all products used.
- H. **Damage** - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

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SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. **Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. **Commercial General Liability:** CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. **Business Automobile Liability:** CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. **Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. **Subcontractors:** Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. **Pollution Liability:** For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 or 100% of the total annual cost whichever is greater as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 1. The surety company is licensed to do business in the State of Florida.
 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 7. The bond shall be issued by a Florida resident agent.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. **Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act** as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the per hour or per unit rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84 = 100, Series ID: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

CITY: John R. Flint, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR: All Florida Tree & Landscape, Inc.
5855 NW 47 Place
Coral Springs, Florida 33067

- H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 9
SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC FOR
ARBORICULTURAL SERVICES RFP NO. 2017-12

Contractor: All Florida Tree and Landscape,
Inc.

By: Alan Matherson

23 day of March, 2018

WITNESSES:

Mary Anne Wolfson
Signature

Mary Anne Wolfson
Print Name

Georgia Cid
Signature

Georgia Cid
Print Name

SECTION 10
EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

**EXHIBIT B
(CONTINUED)**

TABLE B-2

The CONTRACTOR shall provide additional unit prices for the items stated in the Table B-2 below, for use as needed by the CITY.

Item #	Description	Rate (\$) / Hour
A	Per Hour Rate for a 1-Additional Person Crew during routine hours	\$ 55.00
B	Per Hour Rate for a 1- Additional Person Crew during emergency work hours	\$ 82.50
C	Per Hour Rate for crane bucket services for work beyond the reach of standard 65 ft bucket truck, includes all operator and crane equipment.	\$ 600.00
D	Per Hour Rate for boat usage , equipment only	\$ 100.00

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Rodney Dawkins	Provide labor
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN



EXHIBIT "D"

TRANSITION PLAN

All Florida Tree & Landscape, Inc. will provide a continued emphasis on structural pruning and crown reduction as needed. We will also focus on prevention of any future weather related damages and diseases proactively.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

CONTRACTOR AS PRINCIPAL
All Florida Tree and Landscape, Inc.



Signature

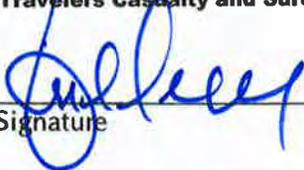
Alan S. McPherson

Name

President

Title

SURETY
Travelers Casualty and Surety Company of America



Signature

James C. Congello

Name

Attorney-In-Fact

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT
James C. Congello, Florida Resident Agent

1715 N. Westshore Blvd., Suite 920, Tampa, FL 33607

Address

813-227-4306

Phone

813-282-1940

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2018-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDING RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in the Fiscal Year 2018, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-of-Way Funds and General Fund/Parks & Recreations/Park Services; and

WHEREAS, Fourth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Arboricultural Services, RFP No. 2017-12 (the "Proposal"); and

WHEREAS, Fifth, the City prepared the Proposal, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer's financial ability to perform the services described in the Agreement; 2) qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this Proposal and Agreement; 3) the proposer's estimated cost based on Exhibit "B" – Fee Schedule; 4) the proposer's shall have a minimum of five years of experience in providing Arboricultural Services of a similar scope as those services desired by the CITY and shall have been in continuous operation for a minimum of the past five years from the date that the RFP was issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida; and

WHEREAS, Sixth, in compliance with Chapter 32 of the City Code, beginning on December 27, 2017, the Proposal was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and Proposal documents were made available for electronic download from Onvia DemandStar and BidSync; and

WHEREAS, Seventh, a total of 20 sets of Proposal documents were obtained by potential proposers; and

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from J.W. Cheatham LLC., to provide milling, resurfacing and striping services for specified Village roadways in an amount not to exceed \$622,758.50, with funds expended from the Infrastructure Surtax Fund Account No. 17321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from January 1, 2021, through December 31, 2025, until the Contractor has completed all elements of work, and the work has been reviewed, inspected, and accepted by the City, inclusive of all warranty periods, unless terminated beforehand as provided for in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

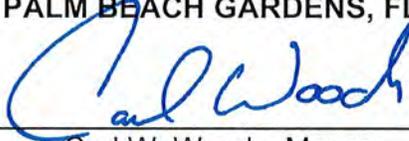
Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page is intentionally left blank.)

City of Palm Beach Gardens
Agreement No. ITB2020-124PS (H)
Miscellaneous Public Works Projects

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

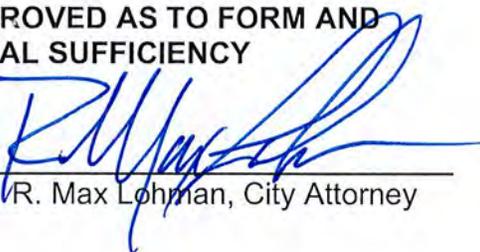
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Carl W. Woods, Mayor

ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

J.W. CHEATHAM LLC

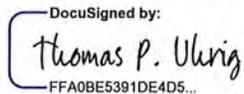
By: 
Thomas P. Uhrig, President

EXHIBIT "A"

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **public opening** on the Due Date and time for this Solicitation. It is **very important** that the summary information you provide below is **exactly the same information** contained in the electronic version of your submittal. If subsequent to the public opening, the City determines that the information contained in the electronic version is different from the information in this Solicitation Summary, the City reserves the right to deem your offer **non-responsive**, and remove your submittal from further evaluation and consideration for award.

Bid Number: ITB2020-124PS

Title: Miscellaneous Public Works Projects

Due Date and Time: Friday, August 28, 2020 @ 3:00PM

Name of Bidder: J.W. Cheatham, LLC

Address: 7396 Westport Place, WPB, FL 33413

Contact Person: Thomas P. Uhrig

Total Bid Amount (numbers): \$ (See attached Pricing Schedule as an Excel File)

Authorized Signature: Thomas P. Uhrig

Date: 8/28/2020

BY SIGNING AND SUBMITTING THIS SOLICITATION SUMMARY, THE BIDDER AFFIRMS THAT THE INFORMATION PROVIDED ABOVE IS AN EXACT AND CORRECT SUMMARY OF THE INFORMATION CONTAINED IN THE ELECTRONIC VERSION OF THE BIDDER'S OFFER TO THE CITY OF PALM BEACH GARDENS.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED ENVELOPE CONTAINING YOUR BID OFFER.

59	Re-grade swales - up to 1,000 CY	1,000	CY	14.00
60	Re-grade swales - over 1,000 CY	4,000	CY	14.00
61	Canal wash out repair (sand and silt)	10	CY	75.00
62	Canal excavation (60' ROW) - up to 1,000 CY	1,000	CY	10.00
63	Canal excavation (100' ROW) - up to 1,000 CY	1,000	CY	10.00
64	Canal excavation (0' ROW) - over 1,000 CY	4,000	CY	10.00
65	Canal excavation (100' ROW) - over 1,000 CY	4,000	CY	10.00
66	Lake canal bank restoration (wash out repair)	10	CY	75.00
67	F&I, Type SIII asphalt overlay - 1"	7,000	TN	120.00
68	Mill existing pavement (3/4" - 1" avg)	10,000	SY	4.00
69	Pavement replacement w/2" Type S	1,000	SY	31.00
70	Adjust manhole to grade	5	EA	500.00
71	Jack and bore - 4"	200	LF	35.00
72	Directional bore - 4"	200	LF	35.00
73	Jack and bore - 6"	200	LF	45.00
74	Directional bore - 6"	200	LF	45.00
	Pavement Marking			
75	Thermoplastic Pavement Marking, Compound Lines			
a	<i>White, 6"</i>	20,000	LF	0.90
b	<i>Yellow, 6"</i>	10,000	LF	0.90
c	<i>White, 8"</i>	1,000	LF	1.00
d	<i>White, 12"</i>	2,000	LF	1.60
e	<i>White, 18"</i>	1,000	LF	2.70
f	<i>Yellow, 18"</i>	1,000	LF	2.70
g	<i>White, 24"</i>	500	LF	3.80
76	Arrows and Messages - White Only, Furnish & Install			
a	<i>Turn arrow</i>	50	EA	92.00
b	<i>Straight arrow</i>	30	EA	92.00
c	<i>Straight/Turn arrows; combination</i>	20	EA	97.00
d	<i>Merge message</i>	10	EA	135.00
e	<i>RXR message</i>	8	EA	135.00
f	<i>School message</i>	10	EA	135.00
g	<i>Only message</i>	6	EA	135.00
h	<i>U-Turn message</i>	10	EA	130.00
i	<i>Bike lane symbol (diamond, arrow)</i>	20	EA	378.00
j	<i>Handicap message</i>	40	EA	189.00
77	Raised Reflective Pavement Markers - Thermoplastic			
a	<i>Red and amber; bi-directional</i>	200	EA	5.50
b	<i>Amber; bi-directional</i>	400	EA	5.50
c	<i>White and red; bi-directional</i>	1,600	EA	5.50
78	Raised Reflective Pavement Markers - Epoxy			
a	<i>Red and amber; bi-directional</i>	200	EA	6.20
b	<i>Amber; bi-directional</i>	30	EA	6.20
c	<i>White and red; bi-directional</i>	40	EA	6.20
79	Traffic Paint Lines			
a	<i>White, 4"</i>	20,000	LF	0.35
b	<i>Yellow, 4"</i>	10,000	LF	0.35
c	<i>White, 6"</i>	20,000	LF	0.40
d	<i>Black, 6"</i>	200	LF	0.40
e	<i>Blue, 6"</i>	200	LF	0.40
f	<i>Yellow, 6"</i>	10,000	LF	0.40
g	<i>White, 18"</i>	200	LF	1.10
h	<i>White, 12"</i>	2,000	LF	0.80
i	<i>Yellow, 18"</i>	200	LF	1.10
j	<i>White, 24"</i>	1,000	LF	1.95

aa	Directional Arrows Paint	20	EA	60.00
ab	Directional Arrows Thermo	20	EA	103.00
ac	Bike lane Symbol w/Arrows Cold Plastic	30	SETS	378.00
ad	Pavement Messages Paint	10	EA	54.00
ae	Reflective Paint - Island Nose - White	4	SY	5.50
Crews and Equipment				
87	Construction Crew "A"	500	HR	425.00
88	Construction Crew "B"	500	HR	425.00
89	Construction Crew "C"	500	HR	445.00
90	Construction Crew "D"	500	HR	445.00
91	Infiltration Drainage Crew	300	HR	425.00
92	Wellpoint System	300	HR	40.00
93	Asphalt Removal and Restoration	10,000	SF	6.00
94	Dump Truck (15 - 20 CY)	200	HR	78.00
Annual Asphalt Milling and Paving				
95	Asphalt Paving, per 1-Inch paving/overlay, Asphalt Type - SP9.5 Lev C or S III	7,000	TN	120.00
96	Asphalt Milling, per 1-Inch mill	10,000	SY	4.00
97	MOT, Rental of Arrow Board, Electric	UNIT	PER DAY	14.00
98	MOT, Rental of Message Boards, Electric	UNIT	PER DAY	23.00
99	MOT, Rental of Traffic Cones, 36-Inch High (per 50 cones)	50	PER DAY	50.00
100	MOT, Rental of Barricades, Type II	UNIT	PER DAY	0.60
101	MOT, Rental of Barricades, Type III	UNIT	PER DAY	0.90
102	MOT, Rental of Jersey Barrier	UNIT	PER DAY	60.00
103	Materials Mark-up (for items not in contract valued up to \$50,000)	\$50,000	%	10.00
SCHEDULE OF EQUIPMENT AND OPERATOR RATES				
1	3-Man Crew w/Pickup Truck		HR	200.00
2	5-Man Crew w/Pickup Truck		HR	300.00
3	Supervisor		HR	90.00
4	Foreman		HR	80.00
5	Welder		HR	75.00
6	Skilled Laborer		HR	32.00
7	Day Laborer (Unskilled)		HR	25.00
8	Gradall		HR	120.00
9	Skid Loader		HR	80.00
10	Rubber Tire backhoe/Loader		HR	115.00
11	Track backhoe		HR	145.00
12	Dump Truck		HR	78.00
13	Flatbed w/Tractor		HR	115.00
14	Flatbed		HR	60.00
15	Wellpoint System		HR	40.00
16	Jet Pump		HR	58.00
17	Hydraulic Submersible Pump		HR	50.00
18	Welding machine		HR	50.00
19	Portable Generator		HR	50.00
20	Quick Cut Saw		HR	30.00
21	Asphalt/Concrete Saw		HR	30.00
22	Steel Wheel Roller		HR	85.00
23	Plate Tamper		HR	30.00
24	Chain Saw/Debris Clearing Hand Equipment		HR	30.00
a	Contractor's Representative(s)	Tom Uhrig		
b	Telephone Number(s)	561-471-4100		
c	Email Address(es)	lwctom@lwcheatham.com		

Infrastructure Surtax Summary

The use of surtax proceeds is restricted to, among other things, the financing, planning, construction, reconstruction, renovation and improvement of necessary infrastructure. Infrastructure is defined as fixed capital expenditures or outlays associated with the construction, reconstruction or improvement of public facilities and the purchase of vehicles and other equipment that have a life expectancy of more than 5 years.

Revenues:

	Description	Receipts	Total
One-Cent Sales Surtax effective January 1, 2017 and sunsets on December 31, 2026	FY 2017-2020	\$3,251,670	
	FY 2021 <i>(Estimate)</i>	1,000,076	
	Reimbursement for Capital Equipment Purchase	115,280	
	Total Revenue Received		\$4,367,027

Expenses:

Project	Project Description	Expenditures	Total
Anchorage Pk Bulkhead Project	Due to the old age and poor condition the Anchorage Park bulkhead had to be replaced to prevent failure.	\$278,387	
Anchorage Pk Enhancement Grant Match	Renovation of the north side dry storage area at Anchorage Park; Surtax monies used to meet a portion of the \$200k total grant match requirement	25,000	
Asphalt Resurfacing	Pavement preservation improvements to include milling and paving of streets and/or alleys on an annual basis, rehabilitation/replacement of deficient roadways, striping and overlay	397,992	
Prosperity Farms Road / US Highway One / Lighthouse Drive	Conceptual Bridge & Streetscape Designs	176,605	
Earman River Pump Station	Due to the old age and poor condition of the Earman River Pump Station it had to be replaced to ensure irrigation to a large portion of the Village was not lost.	360,709	
Floating Dock Installation	Anchorage Park	353,000	
Lakeside Park Pathways	Renovation of the walking paths at Lakeside Park. This project will include the complete demolition of the existing path and construction of a new one. It will also include park amenities related to the path	49,655	
Lakeside Seawall	Evaluation. Southeast seawall is in poor condition	52,712	
Lighthouse Bridge Repairs	The Lighthouse Drive Bridge has been in use for 60 years and is nearing the end of its useful life. An independent inspection was done and the repair recommendations completed.	275,190	
Monet Bridge	Bridge Repairs	60,600	
Pepperwood & Anchorage Drive	Culvert Repairs	161,665	
Sidewalks	Ongoing Village sidewalk repairs (saw cutting and removal/replacement)	430,216	
Stormwater Repairs	Stormwater pipe cleaning and televising	87,543	
West Alleyway Pavement Rehabilitation	Asphalt Pavement	383,675	
Yacht Club Drive	Seawall Repair	27,085	
Vertical Trellis - US 1 & Prosperity Farms Bridges	Schematic design and construction documents for the vertical trellis elements on Prosperity Farms Road & US1 Bridges	16,000	
Equipment	John Deere Tractor Replacement (to be reimbursed)	115,280	
<i>Outstanding Item</i>	<i>Asphalt Resurfacing</i>	<i>640,000</i>	
Total Expenses			(3,891,315)
Net Available			\$475,712

**VILLAGE OF NORTH PALM BEACH
PARKS & RECREATION**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 23, 2021

SUBJECT: **Discussion on Palm Beach Crew Agreement for Use of Anchorage Park**

Village Staff is seeking Village Council direction and approval to move forward with an agreement with Palm Beach Crew for the development and use of a storage area at Anchorage Park.

Background:

Palm Beach Crew, which is a 501(c)(3) non-profit rowing club led by head coach, Dr. Susan Saint Sing, has been using Anchorage Park for the storage of equipment, training and launching boats. It offers competitive rowing for novice and varsity levels. The initial use of Anchorage Park by Palm Beach Crew was experimental in nature and no agreements were in place governing its use. With the growth of the program and its sustainability as an organization, it is necessary to formalize the relationship between Palm Beach Crew and the Village.

Agreement Concepts:

Any use of Anchorage Park for the operational and storage needs of Palm Beach Crew must be accompanied by some value for the community. The following discusses the concepts that Village staff has discussed with Palm Beach Crew:

Rowing Classes and Programming: The Needs Assessment confirmed that there is interest from our residents in rowing and other related activities (paddle boarding, kayaking, etc.). To address this need, the Crew would offer classes following the conditions of the Village's current instructor agreement which includes a per person/occurrence fee. These classes consist of:

- Rowing ergometer "spin" classes to be held on a weekly basis to teach basics of fitness on rowing machine; Ages 12 and up
- "Learn to row" water sessions would be held bimonthly at lower tide cycles; Ages 12 and up

Palm Beach Crew will also continue to offer programming at Anchorage Park:

- Participation in National Row Day, which is held the first Saturday in June which is free to all residents.

- Competitive opportunities for residents that would want to join the Palm Beach Crew racing program. Discounts are available for Village residents. This program is for ages 12-18. Village residents are currently participating in this program.

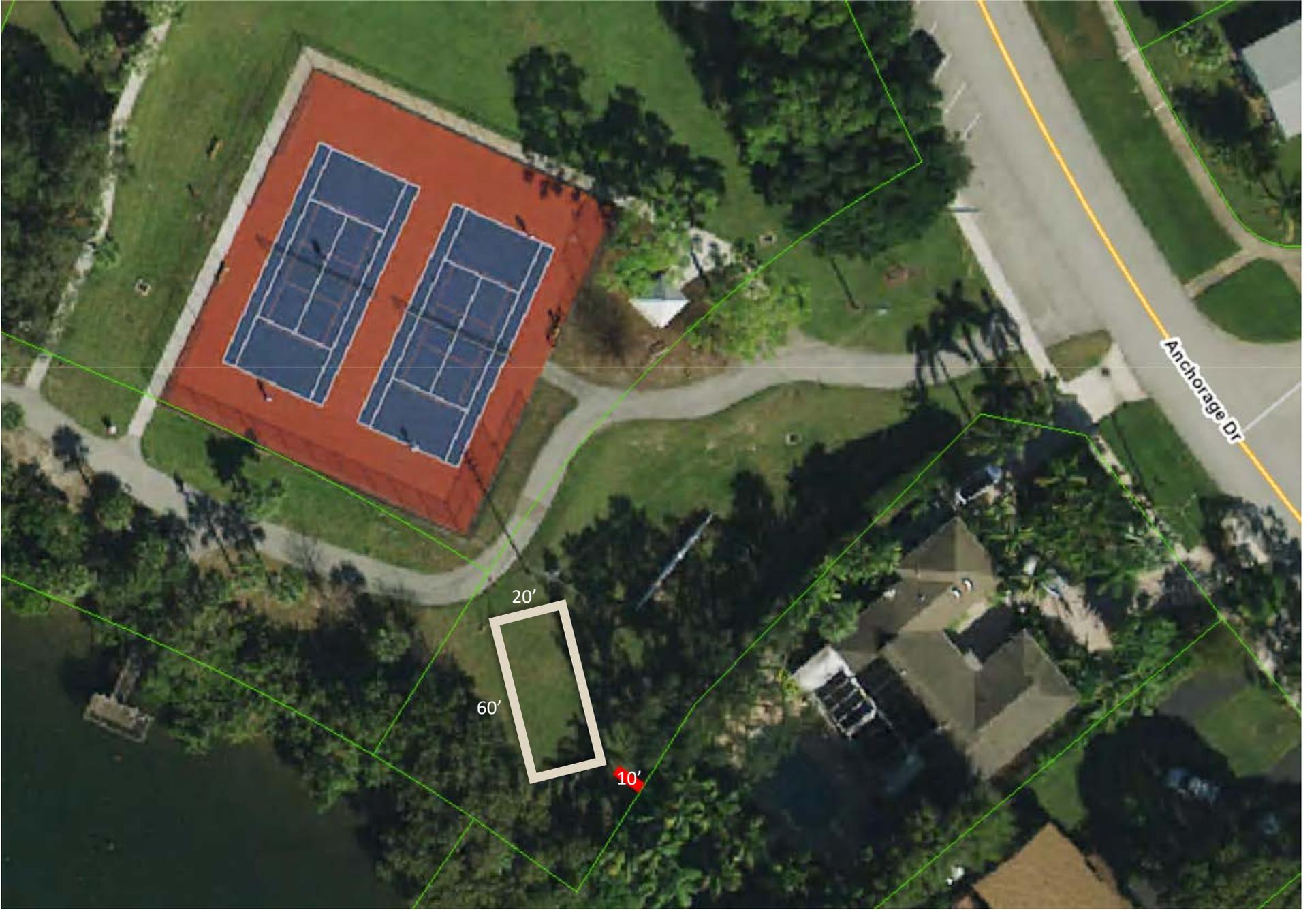
Storage Area: The Crew currently stores its boats in the Village's dry storage area and pays based upon current rental rates. Staff has requested that Crew remove its boats from the storage area to maximize the storage capacity for resident needs. In response, the Crew initially proposed to create a fenced-in area with landscaping around the fence near the launch area on the southeast corner of Anchorage Park (map attached). However, because of its close proximity to a residential home and the potential to block scenic views of the park, Staff worked with Palm Beach Crew to find an alternate location in between the tennis court and dog park (photo attached).

The fence material would be an 8' black vinyl chain-link fence. If warranted, there may be a possibility of screening in a portion of the fence with Calusa hedge material. Otherwise, to match the look of the dog park, mulch along certain portions of the fence may be appropriate. The interior storage racks would be 2' wide x 6' high, but the length of the arm might make the width 2.5'. The top of the rack would be below the height of the fence.

The Crew would be responsible for paying for the installation of the fencing and landscaping in this area. They would pay the Village a yearly rental fee (\$1,500) for this area, which would be half the amount of the current storage fee (\$3,000). The Agreement would be for one year. Should the Village or Palm Beach Crew decide to terminate the Agreement, the Crew would be responsible for the removal of the fenced area and restoration of the area to its former condition.

Village Council Direction:

Staff is seeking Council direction, guidance and input regarding the proposal and the development of an Agreement between the Village and Palm Beach Crew.







DRY
 STORAGE
 AREA PBC
 SCALE
 1/2" inch = 10' feet

WEST

EAST



- OARS TO HANG ON INSIDE OF FENCE OR UNDER EACH BOAT
- HANG ONE SINGLE UNDER 2X / 1 SINGLE ON TOP RACK
- SLINGS IN BETWEEN

Discussion: Palm Beach Crew Agreement

Village Council
September 23, 2021



Palm Beach Crew

Background: Crew is a 501 (c)(3) non-profit rowing club led by Dr. Susan Saint Sing.

Offers competitive rowing for novice and varsity levels.

Since its inception at Anchorage, Crew has been using dry storage area to store their boats. Currently, no agreements are in place governing its use, although they have been paying storage fees.

With the growth of the program, it's now time to formalize an agreement.



Palm Beach Crew



Use of Park: Any use of park for the operational and storage needs must be accompanied by some value to the community.

Class: This means offering classes to residents per the Village's current instructor agreement, which includes a per person/occurrence fee.

Palm Beach Crew



Class will consist of:

- Rowing ergometer spin classes for ages 12 and up.
- “Learn to row” water sessions for ages 12 and up.
- Participation in National Row Day, which is held 1st Saturday in June.
- Competitive opportunities for those who want to join the racing program (ages 12-18).

Palm Beach Crew



Storage Area: Crew currently stores its boats in dry storage area and pays based upon current rental rates.

Staff has requested that Crew remove its boats from the storage area to maximize capacity for residents.

This led to crew proposing an alternate location near the launch area in the Southeast corner of Anchorage Park.

1st Proposed location



1st Proposed location:
Near the launch area. In Southeast corner of Park. A 20' by 60' fenced in area, set 10' away from residential property line.

Downsides:

- Close proximity to residential home.
- Could potentially block scenic views.

New Alternate Location

Alternate Location: In between tennis court and dog park.

Boat racks would run length of dog park fence.

On the west side of fenced in area would be sliding gate; on east end would be swing gate.

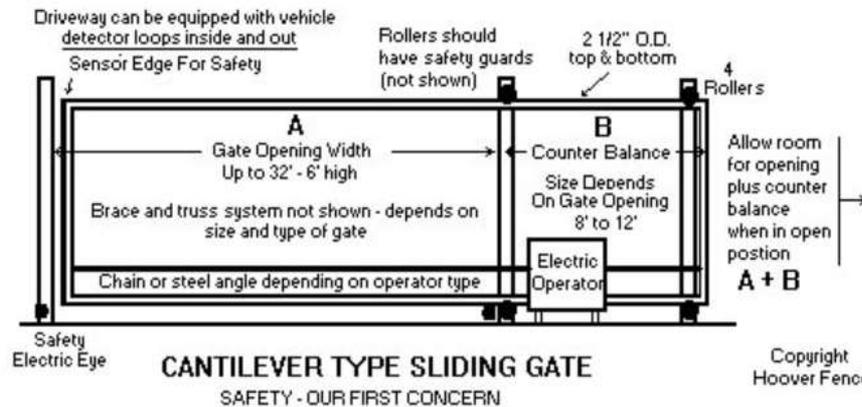


Cantilever Sliding Gate



Sliding gate:

- Example of sliding gate



Fenced in Area

- Fence material would be 8' black vinyl chain link fence and resemble the dog park fence.
- Interior racks would be 2' wide x 6' high, although the arms could stick out up to 2.5'.
- Top of the rack would be below height of fence.



Responsibilities

Responsibilities: Crew would be responsible for paying for the installation of the fencing and landscaping in this area.

- Crew would pay yearly rental fee of \$1,500 (half of what they are paying currently).
- Initial agreement would be for one year.
- Should Village decide to terminate agreement, Crew would be responsible for removal of fenced in area and restoration of area to original condition.



What a Rack looks like

This is essentially what the Crew will use, except they will build theirs out of wood.



Next Steps



We need your blessing and consensus to move forward with our recommended storage location in between the tennis court and dog park.

To Recap: Staff is seeking Council direction and approval to move forward with an agreement with Palm Beach Crew for the development and use of a storage area at Anchorage Park.



Questions or Comments

Note: This presentation was already given to the Parks and Recreation Advisory Board, who unanimously expressed their approval.



VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Jessica Green, Village Clerk
DATE: September 23, 2021
SUBJECT: **DISCUSSION – County Canvassing Board for Municipal Election**

Since 2009, each Palm Beach County municipality has entered into an annual agreement with the Palm Beach County Supervisor of Elections (SOE) regarding the allocation of the duties, responsibilities, and fees associated with conducting municipal elections.

One of the responsibilities of municipal elections is the canvassing of election results by a Canvassing Board. Historically, each municipality has had its own canvassing board comprised of representatives from the municipality and which may or may not have included the Supervisor of Elections as a member. Each year the Village adopts a resolution that announces the general election, requests that the Palm Beach County Supervisor of Elections conduct the election and delegates certain duties to the Supervisor. The resolution also appoints the Supervisor of Elections to serve as the Village's Canvassing Board, along with the Village Clerk or her successor or designee, and the Village Attorney.

On June 10, 2021 the Supervisor of Elections sent a letter to the Palm Beach County Municipal Clerks which answered previous questions raised by the Clerks and gave recommendations for changes to ensure a more efficient and cost-effective administration of future elections. In this letter and a subsequent letter sent on August 10, 2021, the Supervisor of Elections addressed the issue of the municipalities designating the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, and designating one single Canvassing Board that may be empowered to canvass all of the municipal elections simultaneously on a given day. The service of a single Canvassing Board is optional and each municipality can make its own determination whether or not to utilize this service. The single Canvassing Board would be the County Canvassing Board, which is "composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners" as set forth in Section 101.141(1), Florida Statutes.

One of the responsibilities of the Canvassing Board is to be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night. Typically, this process is completed between midnight and 2:00 a.m. Utilizing a single Canvassing Board for the municipalities would eliminate the need for each municipal canvassing board to be present on Election Night. The Municipal Clerks would be free to leave after all ballots have been delivered and all results have been modemed from the polling location tabulators to the Supervisor of Elections. The need for the Municipal Clerks to return on the second day after the election to certify the results and to be present during the post-election audit would also be eliminated.

In light of the foregoing, Village Staff requests Council consideration, input and guidance regarding the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of the Village's Uniform Municipal Election, and utilizing a single County Canvassing Board to perform the duties and responsibilities of a canvassing board as outlined in Florida Statutes.

Recommendation:

Village Staff requests Council consideration, input and guidance regarding a proposed Resolution designating the Palm Beach County Supervisor of Elections as the official Supervisor of the Village's Uniform Municipal Election and utilizing a single County Canvassing Board to perform the duties and responsibilities of a canvassing board as outlined in Florida Statutes for the Village's General Election held the second Tuesday in March.



Village Clerk

JUN 10 2021

Received

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.





Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County



August 10, 2021

Dear Municipal Clerks,

I hope this letter finds you well!

Based on the various questions the Supervisor of Elections office (SOE) received before, during, and after the Clerk workshop, we thought it would be helpful to lay out each of the municipalities' duties, as well as what the Supervisor of Elections will be responsible for, if you choose to have the Supervisor of Elections oversee your elections. Many of you will already know most of this, but for some of our newer Clerks, or those who have not had an election in a while, we hope this will serve as a helpful overview of the process.

Step 1: Qualifying

The first stage of any election is Qualifying. At this stage, prospective candidates will work to qualify for placement on the ballot by either paying the required filing fee or submitting the number of petition signatures necessary to be eligible for whichever office for which they are running. The Qualifying officer is the person or office responsible for collecting those fees or signatures.

When the office or question is specific to a municipality, that municipal government (i.e. city commission, town council, etc.) is the qualifying officer, and therefore, usually the municipal clerk has the responsibility to collect filing fees and petitions. In other words, municipalities are responsible for facilitating their elections according to the municipality's rules (charters, ordinances, etc.); this includes stand-alone elections and municipal elections that piggy-back on county-wide elections.

Municipalities are and will always be responsible for:

- Collecting petitions;
- Collecting filing fees; and
- Posting notices or advertisements required by municipal charters/ordinances not already required by statute.

The Supervisor of Elections is responsible for:

- Verifying petition signatures (once municipalities have dropped them off to our main office), certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify; and
- Posting legal notices required by Florida Law (this is a responsibility we have agreed to in the contract).

If more than one candidate qualifies for the same race, and/or if your municipality has an issue that needs to be voted on, you must notify our office that you will have an election.

As we discussed on the call, qualifying must be complete and all ballot language must be sent to the SOE 95 days before the election. Under extenuating circumstances, we have extended a “grace period” of no later than 90 days before the election. The SOE reserves the right to not administer a municipal election if the municipality does not provide all ballot information by the 90-day deadline. For the March stand-alone Municipal Elections, the 95-day deadline is December 3, 2021.

Step 2: Polling Locations

Municipalities are ultimately responsible for securing their own polling location(s) for stand-alone municipal elections. If the municipality is having an election in conjunction with a county or state-wide election, the SOE will secure all polling locations. Under federal law, a polling location must comply with the Department of Justice (DOJ) standards (i.e., ADA accessibility, parking requirements, etc.). During a county or state-wide election, the SOE uses polling locations that meet DOJ standards. Upon request, our office will provide the municipality with the list of the polling locations that are currently assigned to your municipal precincts. Municipalities are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, a Department of Justice survey must be performed.

During a stand-alone municipal election the municipality is responsible for:

- Securing and contracting with polling location(s) and either confirming to the SOE that the same location(s) will be used or notifying the SOE of any change at least 60 days prior to the election;
- Coordinating with Voting Equipment Center manager (Hector Lugo) regarding delivery and security of voting equipment;



- Coordinating Monday set-up and 5:30 am access on Election Day; and
- Paying for voter information cards which are **required by law** to be sent to each voter whose polling location is affected both before the election, and after the election.

The Supervisor of Elections will:

- Schedule a site visit to any previously unused polling location to ensure DOJ compliance. All costs associated with any necessary site visits will be charged to the municipality;
- Print and mail voter information cards; and
- Deliver equipment to the designated location and pick up the equipment after the election.

Step 3: Ballots

Municipal races, candidates, questions/issues must be provided to the SOE as soon as available but no later than 95 days before the election, or if arrangements have been made, no later than the 90-day grace period. Once the information is provided, the SOE will program the election. The SOE will lay out ballots, proof them, and send them to the municipalities for final approval, before sending them to the printers. In Palm Beach County, we are subject to a law that requires us to provide in Spanish everything we provide in English. That includes all legal ads and ballot language. We are also required to provide ADA accessible equipment (the ExpressVote), which also need to be programmed in English, Spanish, and Creole.

The Municipality is and will always be responsible for:

- Submitting language (names, races, question/issue wording) immediately after qualifying (but no later than the 95-day deadline);
- Proofing and approving final ballot layout and content prior to printing; and
- Paying for translations.

The Supervisor of Elections will:

- Program the Election;
- Lay out the ballot (in accordance with Florida law);
- Proofread the ballot (based on the language provided by the municipality);
- Arrange for certified translation of ballot;
- Coordinate with printer;
- Mail Vote-By-Mail ballots; and

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416

Telephone: 561.656.6200 | Fax Number: 561.656.6287



- Arrange for delivery of Election Day Ballots to polling locations.

Step 4: Canvassing

County Canvassing Boards, pursuant to Florida Statutes, Section 101.141(1), are “composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners.” When Municipalities hold stand-alone elections, they have the ability to determine who will act as their Canvassing Board. When they are part of a county-wide election, the Division of Elections has determined that only the County Canvassing Board can certify the election results.

Regardless of the kind of election, Florida law states that no member of the Canvassing Board may be “a candidate who has opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.” F.S. 101.141(1). In other words, all members of the canvassing board(s) must remain impartial at all times, whether canvassing or not. While serving on the Canvassing Board, the member must also behave in a nonpartisan manner. If a member of the canvassing board has endorsed a candidate in an election, that member may not canvass ballots for that election.

The Canvassing Board has several responsibilities, whether it is a county canvassing board or a municipal canvassing board.

- At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.
- A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated.
- A majority of the Canvassing Board must be present during Canvassing of the ballots (making determinations/voting about signature issues on vote-by-mail ballot envelopes, making determinations about voter intent, reviewing ballots which have been duplicated). If there is a tie vote, the third member of the Board must be present to break the tie.
- The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.
- A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification. During a stand-alone election, certification may occur after 5:00 pm on the second day after the election once all ballots have been canvassed. In conjunction with a



county-wide election, certification may occur anywhere from the 3rd to the 12th day after the election.

- At least three members must be present for a recount, if necessary.
- A majority of the Canvassing Board must be present at all times during the post-election Audit. The SOE staff will complete the Audit process.

Should your municipality wish to take advantage of a county canvassing board in your future stand-alone elections, the SOE has drafted suggested language for an ordinance which would (1) confirm the Municipal Clerk's authority to delegate duties to the SOE as necessary (such as recruiting and assigning poll workers) without any additional authorization from the Municipal government, and (2) delegate all Canvassing responsibilities to a county canvassing board:

The [CITY/TOWN/MUNICIPAL] Clerk of [MUNICIPALITY] shall be the official representative of the municipality and the [CITY/TOWN/MUNICIPAL COMMISSION/COUNCIL] in all transactions with the Supervisor of Elections of Palm Beach County, Florida, in relation to matters pertaining to the use of the registration books and records herein mentioned for holding such municipal elections.

[MUNICIPALITY] delegates all canvassing duties as defined in applicable Florida Statute¹ and Florida Administrative Code² to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes. *See §102.141, Florida Statutes (2020).*

Alternatively, if your municipality chooses not to designate the SOE as the official Supervisor of your Municipal Election, as suggested in the June 2021 Charter Recommendation letter, you may want to consider listing the Supervisor of Elections as a substitute, not an alternate, in the event there is an emergency, and no canvassing board members or alternates can be present for some reason.

¹ This includes, but is not limited to, the following Sections: F.S. 102.141, F.S. 101.5612, F.S. 101.68, F.S. 101.6925, F.S. 101.048, F.S. 101.049, F.S. 102.166, F.S. 102.151, and F.S. 101.591.

² This includes, but is not limited to, the following rules: Rule 1S-027, 1S-031, 1S-2.037, and 1S-5.026.



Step 5: Recruitment, Training, and Payment of Poll Workers

The Supervisor of Elections will recruit all election workers, primarily from our existing pool of successful poll workers. The SOE will also coordinate training classes and assignments. In the event the SOE is having trouble finding poll workers to staff a particular municipality, the SOE may reach out to that Municipal Clerk for assistance. There will be no additional cost for recruitment. However, processing payroll and issuing paychecks will be the responsibility of the municipality.

Step 6: Poll Watchers

The Municipal Clerk will be responsible for collecting the Designation of Poll Watchers form and submitting it to the SOE for processing. The SOE will then use that form to make the required identification badges and call the Municipal Clerk to pick them up when they are ready. The municipality will be responsible for all costs associated with the preparation of the badges. The Municipal Clerk will make a master poll watcher list to be supplied to their poll workers on Election Day.

Step 7: Election Day

Election Day is the day people are most familiar with. Polls open at 7:00 a.m. so it is very important that poll workers set up and test their connectivity the day before (Monday) and arrive at the polling location no later than 5:30 a.m. on Election Day. We have found that most poll workers appreciate the time to get organized and to troubleshoot if necessary.

Once polls close at the end of the day, some Municipal Clerks choose to bring ballots back the VEC warehouse themselves; however, if the Municipal Clerk prefers to be at the VEC on Election Day, they may designate the polling location clerk and another poll worker (of a different political party affiliation than the clerk) to transport ballots at the end of the night.

The Canvassing Board must stay at the warehouse **until all ballots are collected and canvassed** on Election Night. Typically, this is complete between midnight and 2:00 a.m. If the County Canvassing Board is canvassing the municipal election(s), Municipal Clerks are free to leave after all ballots have been delivered and all results have been modemed from the polling location tabulators to the SOE.



Step 8: Post-Election

Voters have until 5:00 p.m. two (2) days after Election Day to cure any signature deficiencies. At that time, the Canvassing Board will vote to certify the election.

In the event there is a recount, all members of the Canvassing Board must be present throughout. The Supervisor of Elections and SOE staff will facilitate a machine recount, and a manual recount, if necessary.³

If your municipality allows for runoffs (if there is a tie, or if you have a requirement that a candidate in a 3-person race must obtain 50% of the vote to win), that will essentially be a new election and we will start the entire process over, beginning with Logic and Accuracy Testing.

Finally, some of you have asked about the laws governing Municipal Elections. Anything that is not explicitly set forth in your charters and ordinances will default to Florida Law:

100.3605 Conduct of municipal elections.—

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

As such, the Supervisor of Elections will always conduct elections in accordance with Florida Law, and if you are unsure about what your obligations are, you can always refer to the Florida Election Code (Florida Statutes, Chapters 97-107) and the Florida Administrative Code.

³ A machine recount must be ordered (by the Canvassing Board) if the 1st set of unofficial returns (the results after the signature cure deadline) indicates that a candidate or issue was defeated or eliminated by .5 of 1% or less of the total votes cast for the office/question. If, after a machine recount, the candidate or issue was defeated by .25 of 1% or less, the Canvassing Board must order a manual, or hand recount.



Conclusion

Should your municipality opt to have the Supervisor of Elections and a County Canvassing Board administer your elections, the SOE will handle most of the responsibilities it would during a normal county-wide election, as outlined in this letter.

The municipality will be responsible for all costs associated with their elections and the municipality will still be the qualifying officer, but the municipal clerk will not be responsible for administering or canvassing the election. The municipality will still be responsible for securing polling locations.

As we have discussed, we will continue to send Smartsheet forms to you to update. Completing and submitting those to us in a timely manner will help the Supervisor of Elections to efficiently coordinate your elections. You will receive updates and reminders to complete your duties at each step along the way, and if you have questions, we will always do our best to assist in any way we can.

We appreciate your partnership and look forward to many more successful elections!

Sincerely,



Wendy Sartory Link
Supervisor of Elections Palm Beach County

WSL/adh

Enclosures

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Polling Place Accessibility

DE Reference Guide 0014 (eff. 3/2018)

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HISTORY

- **State law required a one-time polling place accessibility survey in 2003.**
 - Supervisors of Elections required to survey each polling place for accessibility by September 1, 2003 in accordance with standards under s. [101.715](#), Florida Statutes, that would take effect on July 1, 2004. See Section 17, [Ch 2002-281](#), Laws of Florida.
 - The Department of State adopted Rule 1S-2.035 which incorporated the survey instrument for use in 2003. The rule was repealed on 11/1/2015 and the 2003 survey instrument is available upon request for historical reference only. Refer to s. [101.715](#), Florida Statutes, and the U.S. Department of Justice, Civil Rights Division, Disability Rights Section's Polling Place Accessibility Checklist in Part 3 of the ADA Checklist for Polling Places through link below under Resources for ADA Accessibility Standards.

CURRENT STATUTORY REQUIREMENT

- **Section [101.715](#), Florida Statutes, provides:**
 - All polling places must be accessible and usable by people with disabilities, as provided in this section.
 - Each polling place used for federal, state, and local elections must comply with the Florida Americans with Disabilities Accessibility Implementation Act, ss. [553.501-553.513](#), Fla. Stat., for all portions of the polling place or the structure in which it is located that voters traverse going to and from the polling place and during the voting process, regardless of the age or function of the building.
 - The selection of a polling site must ensure accessibility with respect to the following accessible elements, spaces, scope, and technical requirements: accessible route, space allowance and reach ranges, protruding objects, ground and floor surfaces, parking and passenger loading zones, curb ramps, ramps, stairs, elevators, platform lifts, doors, entrances, path of egress, controls and operating mechanisms, signage, and all other minimum requirements.
 - Standards required at each polling place, no matter the building's age or function, include:
 - For polling places that provide parking spaces for voters, one or more signed accessible parking spaces for disabled persons.
 - Signage identifying an accessible path of travel to the polling place if it differs from the primary route or entrance.
 - An unobstructed path of travel to the polling place.
 - Level, firm, stable, and slip-resistant surfaces.
 - An unobstructed area for voting.
 - Sufficient lighting along the accessible path of travel and within the polling place.

RESOURCES FOR ADA ACCESSIBILITY STANDARDS

- The [2012 Florida Accessibility Code for Building Construction](#) (Feb 2012), adopted pursuant to s. 553.503, Fla. Stat.
- The [2010 ADA Standards for Accessible Design](#) (Sep. 2010), published by the U.S. Department of Justice.
 - This is the basis for [2012 Florida Accessibility Code for Building Construction](#), above.
- Publications by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section:
 - [The ADA Checklist for Polling Places](#) (June 2016) includes Polling Place Accessibility Checklist under Part 3
 - [The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities Solutions for Five Common ADA Access Problems at Polling Places](#)



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 09-2019) (supersedes all prior versions)

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OVERVIEW

- Canvassing board.
 - The county canvassing board is composed of three members: the supervisor of elections; a county court judge who acts as the chair, and the chair of the board of county commissioners.
 - Aside from attendance at training workshops, a board member's duties will begin as early as the pre-election testing of voting equipment scheduled within the 10 days before early voting, intensify as canvassing of vote-by-mail ballots begin which may start as early as 15 days before an election and continue through election night reporting, post-election voting system audits, and certification of election results.
- Substitute.
 - The law requires substitutes to be appointed whenever a member is unable to serve or is disqualified from serving.
 - The substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
 - The process for appointing a substitute is set out in section [102.141\(1\)](#), Fla. Stat.
- Alternate.
 - Each canvassing board must have two alternates designated. The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.
 - The alternates are to be appointed as close in time to when the canvassing board membership is designated.
 - If not otherwise serving as one of the three members of the canvassing board, the alternate can be present, observe and communicate with the other members of the board but cannot vote in the board's decisions or determinations. The process for appointing alternates to the canvassing board is set out in section [102.141\(1\)](#), Fla. Stat.
- Duties.
 - The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.
 - This reference guide focuses specifically on the membership requirement for those activities.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in statute or rule, the canvassing board may act when two members of the board are present, thereby constituting a majority, as long as the two members present are in agreement as to the action to be taken. If they are not in agreement, then a majority of the board has not approved the action. See also DE Advisory Opinion [05-08](#). The chart on the following page details requisite membership attendance based on category of activity.

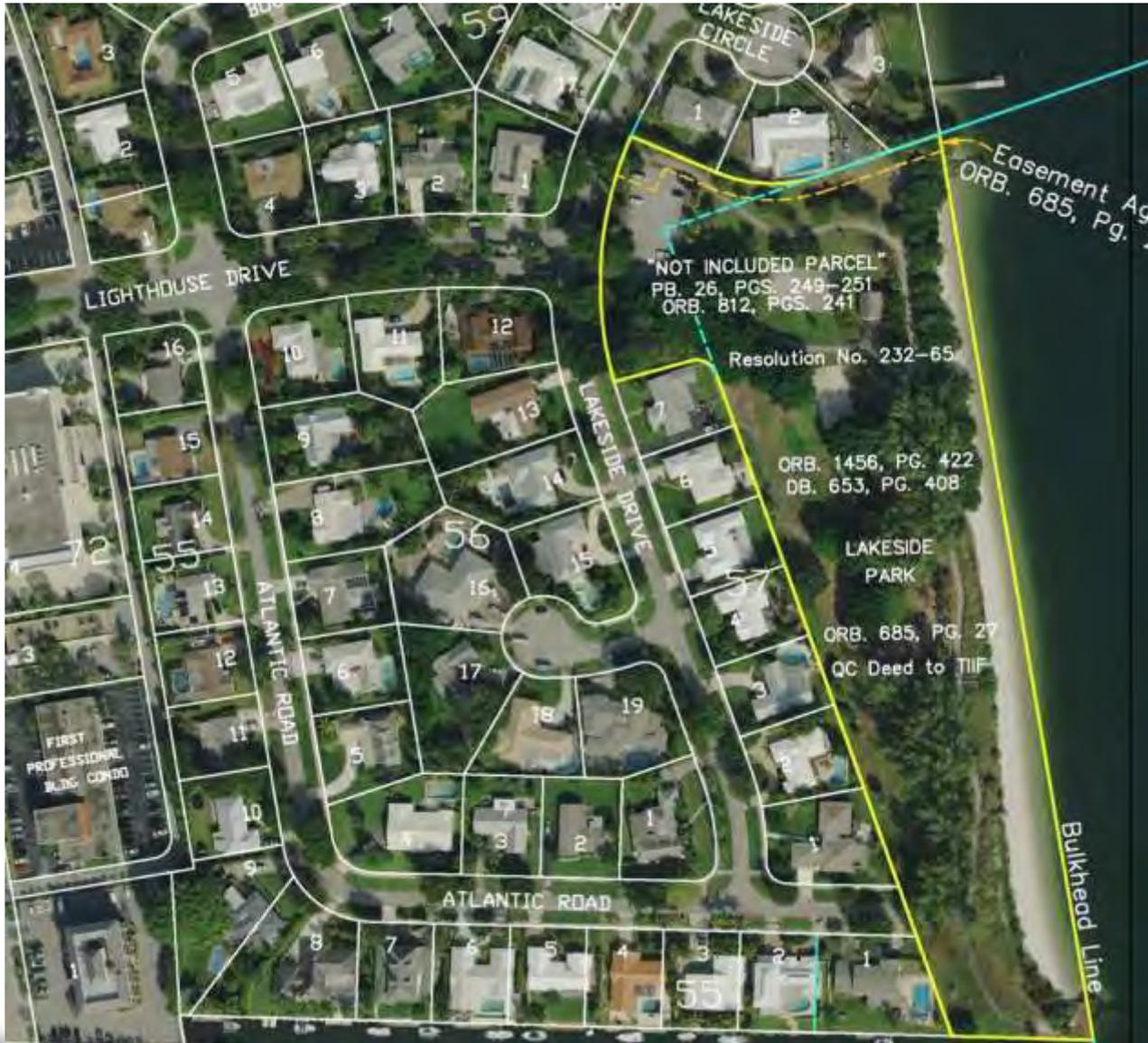
Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
Public logic & accuracy testing	<ul style="list-style-type: none"> • At least one member for test • All members to certify the accuracy of test 	Section 101.5612 (2), Fla. Stat.
Canvassing of vote-by-mail ballots	<ul style="list-style-type: none"> • Majority to approve and order the opening of the ballots • At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141 (2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)	<ul style="list-style-type: none"> • Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141 (2), Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> • Majority to be present to approve ballots to be duplicated • At least one member to be present during duplication of ballots 	Sections 101.5614 (5), 101.68 , and 102.141 (8), Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> • Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141 (2), Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record	<ul style="list-style-type: none"> • Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Recount	<ul style="list-style-type: none"> • Majority at all times during recount process • All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results	<ul style="list-style-type: none"> • Majority to certify results 	Section 102.151 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> • Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026 (4)(e), Fla. Admin. Code

Discussion:
Lakeside Park Parking Management

Village Council
September 23, 2021



Lakeside Park



Neighborhood Location:

Attractive park tucked in a neighborhood setting.

Beach Access:

Only beach access in the Village – limited space.

Parking Lot:

Contains 22 spaces (plus one ADA space) and no on-street parking.

Resident Identified Issues

Parking & Overcrowding:

Too many people use the park and too few parking spaces.

Crime and Nuisances:

Alcohol consumption and drug use, vandalism, trash on the beach and park, parties/confetti and excessive noise.

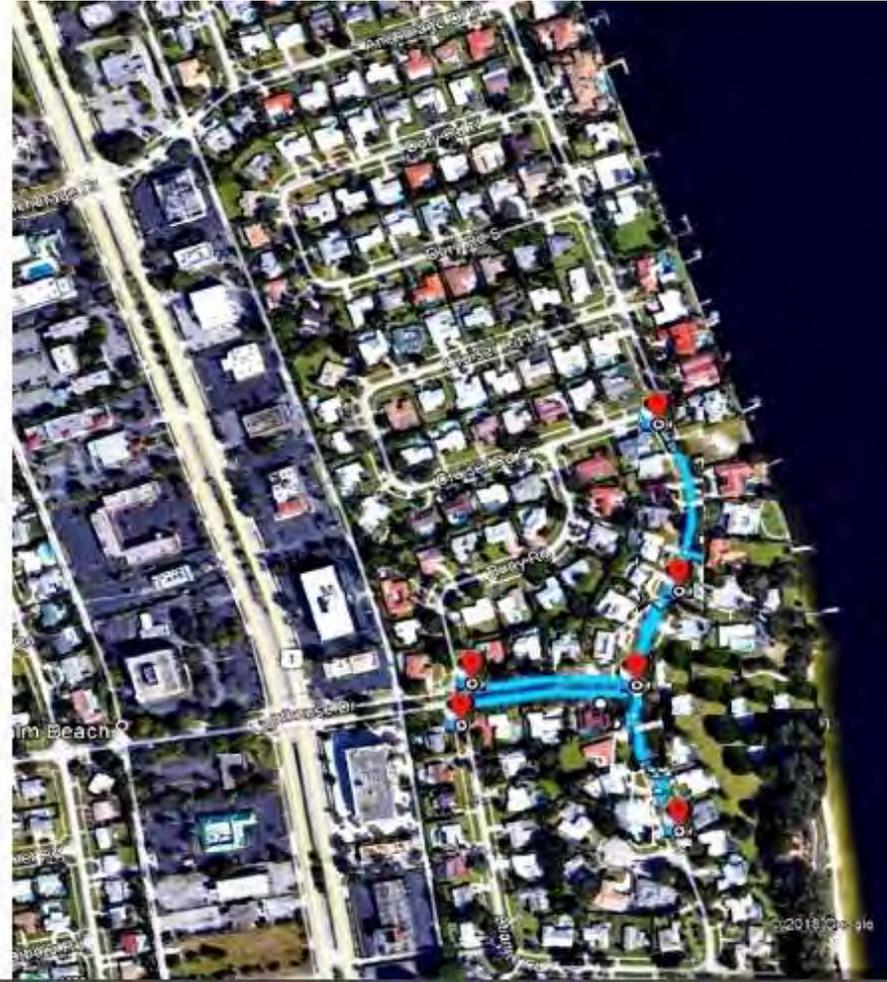
Safety and Security:

Grills in the park.

Who is parking by my house or walking by my yard?



Parking Enforcement Area



No parking during the day on weekends and holidays without a permit.

Ordinance allows enforcement on:

- Lakeside from Anchorage to Atlantic
- Dory Road
- Cruiser Road
- Buoy Road
- Atlantic Road
- Lakeside Court

Park Issues and Impacts



Parking is limited. Appropriate for the neighborhood setting.

Vehicles park illegally on neighborhood streets – predominately non-residents.

Residents are not able to drive to the park.

Volume of vehicles is overwhelming for the neighborhood.

Recreation Needs Assessment Survey: “Village Residents” Only?

Where Residents Live	Yes	No
Village-wide	53.68%	46.32%
East of US 1	89.53%	10.47%
Between US 1 and Prosperity Farms Rd	53.18%	46.82%
West of Prosperity Farms Road	32.89%	67.11%

Village Community



- Business owners
- Employees
 - Village
 - School
 - Local businesses
- Families at The Conservatory School or Benjamin
- Country Club Members

Possible Strategies



“Resident Only” Park:

- Could be difficult/costly to enforce.
- Doesn't accommodate the larger Village community.
- Most cost effective means of managing would be through a parking permit system.

Permit Parking:

- Residents receive free permits; Non-residents pay a fee.
- All pay for a parking permit.
- Some municipalities keep price differentials minimal while others seem to gouge non-residents.
- Could have metered parking or charge for daily permits or a higher charge to park on weekends/holidays.

Possible Strategies



More Parking Spaces:

- There is limited space, but a few spots could be added.
- Golf carts/low speed vehicles.

Partner with U.S. 1 Businesses:

- Contract with the businesses on U.S. 1 and Lighthouse Drive for public parking on holidays and weekends.
- A walk from the corner to the park is less than 5 minutes.
- Some limited conversations with owners – reluctance due to liability.

Possible Strategies



Shuttle Service:

- Provide low-cost service to and from the park.
- Other municipalities already provide this service.
- On weekends, there are many spots available at Village Hall/Library, so that could be a pick-up point.

Recommendation

Permit Parking:

- Residents receive free permits.
- Non-residents pay a fee.
- Use differing tiers of non-resident fees? Businesses? Employees? Etc.

Additionally:

- Continue to enforce parking restrictions in the surrounding neighborhood.
- Park Ranger position (with Code and PD in support) to help enforce parking and park regulations.



Recommendation



- Leisure Services – Parks & Recreation and Library – are conducting walk-throughs at Lakeside to monitor and remove trash accumulation.
- Implemented refined operational protocols related to trash pick ups in conjunction with Sanitation.
- Cameras continue to provide data, if needed, for any crime complaints.

Next Step



Staff will return with recommendations as to how we implement a parking permit program based upon Council's policy direction.

Discussion on implementation will take place at the October 28th Council meeting.