



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 22, 2026
6:00 PM

Deborah Searcy
Mayor

Lisa Interlandi
Vice Mayor

Vacant
President Pro Tem

Susan Bickel
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

<https://www.village-npb.org/995/16543/Watch-Meetings-Live?activeLiveTab=widgets>

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. **Miracle League of Palm Beach County** - wishes to formally thank the Village of North Palm Beach for their support of the All Abilities All-Star Weekend Celebration Kickoff Event, held at the Community Center on November 7, 2025.

APPROVAL OF MINUTES

2. Minutes of the Special Session held December 30, 2025
3. Minutes of the Regular Session held January 8, 2026

COUNCIL BUSINESS MATTERS

4. **RESOLUTION** – Appointing Interim Councilmember

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.

5. **INTRODUCTION OF APPLICANTS TO THE PLANNING, ZONING AND ADJUSTMENT BOARD**
6. **RESOLUTION** – Appointing one resident member to the Planning, Zoning and Adjustment Board.

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**CONSENT AGENDA**

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

7. Receive for file Minutes of the Country Club Advisory Board meeting held 10/13/25.
8. Receive for file Minutes of the Audit Committee meeting held 11/3/25.
9. Receive for file Minutes of the Environmental Committee meeting held 12/1/25.
10. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 12/2/25.

DECLARATION OF EX PARTE COMMUNICATIONS**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

11. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2026-01 – CODE AMENDMENT – BUILDING HEIGHT REGULATIONS** Consider a motion to adopt and enact on second reading Ordinance 2026-01 amending Appendix C (Chapter 45) "Zoning," of the Village Code of Ordinances; amending Article 1, "In General," by amending Section 45-27, "R-1 Single Family District," to clarify that the height measurement applies to the highest roof lines, Section 45-28, "R-2 Multiple Family Dwelling District, to incorporate the height measurement regulations from the R-1 Zoning District, and Section 45-36, "General Provisions," to clarify the setbacks and requirements for detached automobile garages in the R-1 and R-2 Zoning Districts.
12. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2026-02 – CODE AMENDMENT – REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT** Consider a motion to adopt and enact on second reading Ordinance 2026-02 amending the Village Code of Ordinances to recognize the Reorganization and Division of the Community Development Department and clarify the duties of each Director.

OTHER VILLAGE BUSINESS MATTERS

13. **RESOLUTION – MINOR PUD AMENDMENT TO THE BENJAMIN SCHOOL** Consider a motion to adopt a resolution approving a Minor Amendment to the Benjamin School Planned Unit Development.
14. **RESOLUTION – EAST ALLEY WALL REPLACEMENT PROJECT** Consider a motion to adopt a resolution accepting a bid proposal from Lox Construction, LLC for the East Alley Wall Replacement Project at a total cost not to exceed \$1,189,331.68; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS**MAYOR AND COUNCIL MATTERS/REPORTS****VILLAGE MANAGER MATTERS/REPORTS**

15. **DISCUSSION** – Country Club 2024 Financials

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
DECEMBER 30, 2025**

Present:

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

Absent:

Lisa Interlandi, Vice Mayor
Kristin Garrison, President Pro Tem

ROLL CALL

Mayor Searcy called the meeting to order at 4:00 p.m. All members of Council were present except for Vice Mayor Interlandi and President Pro Tem Garrison. All members of staff were present.

COUNCIL BUSINESS MATTERS

Mayor Searcy announced Councilmember Kristin Garrison's resignation and stated that due to the resignation there would be a vacancy on Council. Mayor Searcy stated that although she did not know the reason for the resignation, she asked everyone to keep Mrs. Garrison in their thoughts and prayers and to send their love and best wishes.

RESOLUTION 2025-63– ANNOUNCING VILLAGE SPECIAL ELECTION

A motion was made by Councilmember Bickel and seconded by Councilmember Puyol to adopt Resolution 2025-63 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DECLARING A VACANCY ON THE VILLAGE COUNCIL AND ANNOUNCING THE DATE OF THE VILLAGE SPECIAL ELECTION AND RUN OFF ELECTION, IF NECESSARY; PROVIDING FOR A QUALIFYING PERIOD; REQUESTING THAT THE SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND HANDLE, CERTIFY, AND CANVASS ALL BALLOTS, INCLUDING ABSENTEE BALLOTS; DESIGNATING THE CANVASSING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that due to the resignation of Councilmember Kristin Garrison the remaining Council was required to formally announce the vacancy. Additionally, because there were more than six months remaining in the unexpired term and no regular Village election was scheduled within six months, the Charter requires that the Village Council schedule a Special Election not sooner than 60 days nor more than 90 days following the occurrence of the vacancy to fill the seat for the remainder of the unexpired term which expires in March 2027.

RESOLUTION 2025-63– ANNOUNCING VILLAGE SPECIAL ELECTION

Mr. Rubin explained that there was a General Election scheduled on March 24, 2026 for the District 87 Florida State House seat formerly held by Mike Caruso and that the Supervisor of Elections had informed the Village that it can conduct its Special Election concurrently with the General Election since the entire Village is located within the geographic boundaries of District 87. Mr. Rubin explained that the Village Code prescribes the qualifying period for a Special Election during the ten days ending three weeks before the Special Election which in this case the Village cannot meet since the Supervisor of Elections will need the names of the candidates by January 15, 2026. Therefore, in order to meet the overall intent of the Village Code, staff is recommending a qualifying period beginning on January 5th and ending on January 15th.

Mayor Searcy asked if there were any public comments.

There being no public comment, Mayor Searcy asked for Council discussion.

Councilmember Bickel recommended appointing an interim Councilmember until someone is elected to the Group 4 seat.

Discussion ensued between Councilmembers regarding next steps.

Councilmember Bickel recommended heavily advertising the Special Election and qualifying period on social media outlets in case there were any residents who want to be a part of the election process. Councilmember Bickel recommended that Mr. Huff reach out to former Councilmembers who may be interested in serving for the interim position. Councilmember Bickel also recommended that the interested party be a person that was not intending to run in the election.

Thereafter, the motion to adopt Resolution 2025-63 passed with all present voting aye.

The Council wished everyone a Happy New Year!

Mayor Searcy thanked the Police Department for keeping the Village safe, all Public Works Department employees for keeping the Village clean and all Village staff for their hard work over the holidays.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 4:11 p.m.

Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JANUARY 8, 2026

Present:

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Vice Mayor Interlandi led the public in the Pledge.

Mayor Searcy gave eulogy to former Councilmember Kristin Garrison and former Senior Building Inspector Jeremy Scott. Mayor Searcy asked for a moment of silence in honor and remembrance of both who recently passed away.

Mayor Searcy stated that the family had asked for donations to be made to the Education Foundation of Palm Beach County in memory of Kristin Garrison and asked Council if they would like to donate in honor of Mrs. Garrison and if they would also like to make a donation in honor of Mr. Scott to a charity or organization of his family's choice.

Mayor Searcy asked Mr. Huff to discuss what could be done to honor the memory of Kristin Garrison as a former Councilmember.

Mr. Huff stated that in the past a bench, tree or brick has been memorialized in honor of certain employees or Councilmembers who have passed away.

Mayor Searcy recommended that Mr. Huff reach out to Mrs. Garrison's husband to receive his input on what type of memorial to have.

Councilmember Bickel supported making a donation to the Education Foundation of Palm Beach County in memory of Kristin Garrison and to make a donation in Mr. Scott's honor as well to a charity or foundation of his family's choice.

APPROVAL OF MINUTES

The Minutes of the Regular Session held December 11, 2025 were approved as written.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road S., expressed his condolences on the loss of former Councilmember Kristin Garrison. Mr. Ryder stated that Mr. Ron Okolichany would be announcing his candidacy and expressed his support for Mr. Okolichany. Mr. Ryder stated that the Village Manager was asked for a complete set of data regarding the Country Club's expenses. Mr. Ryder expressed his concerns regarding the Country Club's financials.

Ron Okolichany, 417 Northlake Drive, wished everyone a Happy New Year and expressed condolences on the loss of former Councilmember Kristin Garrison. Mr. Okolichany stated that retired Village police officer Bill Kennedy just recently passed away. Mr. Okolichany stated that due to the untimely passing of Mrs. Garrison, the Village would be holding a Special Election to fill the vacancy on Council and congratulated Kendra Zellner and David Norris for qualifying to run as candidates for the Special Election. Mr. Okolichany announced that he turned in his initial paperwork to Village Clerk Green and would be qualifying and running as a candidate in the Village's Special Election on March 24, 2026.

Mary Phillips, 525 Ebbtide Drive, thanked Council for honoring the late Kristin Garrison and expressed her thoughts on her untimely passing and appreciation of Mrs. Garrison's positive influence. Ms. Phillips stated that Ms. Zellner was not able to attend the meeting, but wanted to announce on Ms. Zellner's behalf that she had filed to run for the vacancy on Council and was running to be a voice for the western side of the Village.

CONSENT AGENDA APPROVED

Councilmember Bickel moved to approve the Consent Agenda. Councilmember Puyol seconded the motion, which passed with all present voting aye. The following item was approved:

Receive for file Minutes of the Recreation Advisory Board meeting held 10/14/25.

ORDINANCE 2026-01 – CODE AMENDMENT – BUILDING HEIGHT REGULATIONS

A motion was made by Councilmember Puyol and seconded by Vice Mayor Interlandi to adopt on first reading Ordinance 2026-01 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; AMENDING ARTICLE I, "IN GENERAL," BY AMENDING SECTION 45-2 TO INCLUDE A DEFINITION FOR HEIGHT OF BUILDING; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DISTRICT," TO CLARIFY THAT THE HEIGHT MEASUREMENT APPLIES TO THE HIGHEST ROOF LINES, SECTION 45-28, "R-2 MULTIPLE-FAMILY DWELLING DISTRICT," TO INCORPORATE THE HEIGHT MEASUREMENT REGULATIONS FROM THE R-1 ZONING DISTRICT, AND SECTION 45-36, "GENERAL

ORDINANCE 2026-01 – CODE AMENDMENT – BUILDING HEIGHT REGULATIONS
continued

PROVISIONS,” TO CLARIFY THE SETBACKS AND REQUIREMENTS FOR DETACHED AUTOMOBILE GARAGES IN THE R-1 AND R-2 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Lance Lilly, Village Planning Consultant explained the purpose of the ordinance was to amend the Village Code to provide a definition for height. The proposed ordinance provides a general building height definition, mirrors the R-1 Zoning District regulations for height, and clarifies setbacks for automobile garages.

John Samadi, 512 Marlin Road, expressed his concerns regarding the proposed ordinance and revisions to the code.

Councilmembers and Mr. Rubin discussed Mr. Samadi’s comments and the proposed ordinance.

Council requested that the ordinance clarify that all detached garages in the R-1 and R-2 zoning district provide a driveway to allow vehicular access.

Mr. Rubin stated that the ordinance could be revised to include the Council’s request and included with the second reading of the ordinance.

Thereafter, the motion to adopt on first reading Ordinance 2026-01 passed with all present voting aye.

ORDINANCE 2026-02 – CODE AMENDMENT – REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT

A motion was made by Councilmember Bickel and seconded by Councilmember Puyol to adopt on first reading Ordinance 2026-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES TO RECOGNIZE THE REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND CLARIFY THE DUTIES OF EACH DIRECTOR; AMENDING ARTICLE III, “ADMINISTRATIVE CODE,” OF CHAPTER 2, “ADMINISTRATION” BY AMENDING SECTIONS 2-40 AND 2-111; AMENDING ARTICLE III, “CONSTRUCTION REQUIREMENTS,” OF CHAPTER 5, “BOATS, DOCKS AND WATERWAYS,” BY AMENDING SECTION 5-72; AMENDING ARTICLE III, “APPEARANCE CODE,” ARTICLE IV, “ABATEMENT OF UNSAFE OR UNSANITARY BUILDINGS,” ARTICLE V, “SIGNS AND OUTDOOR DISPLAYS,” AND ARTICLE VI, “IMPACT FEES,” OF CHAPTER 6, “BUILDINGS AND BUILDING REGULATIONS,” BY AMENDING SECTIONS 6-56, 6-59, 6-60, 6-61, 6-74, 6-75, 6-76, 6-79, 6-80, 6-82, 6-83, 6-84, 6-85, 6-111, 6-117, AND 6-124; AMENDING ARTICLE II, “FILLING PERMIT,” OF CHAPTER 7, “FILL PERMIT,” BY AMENDING SECTIONS 7-18 AND 7-20; AMENDING ARTICLE I, “ADMINISTRATION,” OF CHAPTER 12.5, “FLOOD DAMAGE PROTECTION,” BY AMENDING SECTION 12.5-3; AMENDING ARTICLE II, “GARBAGE,

ORDINANCE 2026-02 – CODE AMENDMENT – REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT *continued*

TRASH AND REFUSE,” AND ARTICLE IV, “ABATEMENT OF PUBLIC NUISANCES ON PRIVATE PROPERTY,” OF CHAPTER 14, “HEALTH AND SANITATION,” BY AMENDING SECTIONS 14-27, 14-81, 14-82, AND 14-83; AMENDING ARTICLE I, “PROPERTY MAINTENANCE STANDARDS,” AND ARTICLE II, “ABANDONED REAL PROPERTY,” OF CHAPTER 15, “HOUSING,” BY AMENDING SECTIONS 15-3 AND 15-14; AMENDING ARTICLE VII, “PEDDLERS AND SOLICITORS,” OF CHAPTER 17, “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,” BY AMENDING SECTIONS 17-84, 17-85, 17-88, 17-92, AND 17-93; AMENDING ARTICLE I, “IN GENERAL,” ARTICLE IV, “CONCURRENCY MANAGEMENT,” AND ARTICLE V, “STORMWATER MANAGEMENT,” OF CHAPTER 21, “PLANNING AND DEVELOPMENT,” BY AMENDING SECTIONS 21-3, 21-44, 21-47, 21-70, AND 21-104; AMENDING ARTICLE II, “WORK PERFORMED WITHIN RIGHTS-OF-WAY,” OF CHAPTER 24, “STREETS, SIDEWALKS AND PUBLIC PLACES,” BY AMENDING SECTION 24-22; AMENDING ARTICLE II, “GENERALLY,” ARTICLE III, “DISTRICT REGULATIONS,” ARTICLE VI, “REZONINGS; VARIANCES; WAIVERS; ADMINISTRATIVE APPEALS,” AND ARTICLE VIII, “LANDSCAPING,” OF APPENDIX C (CHAPTER 45), “ZONING,” BY AMENDING SECTIONS 45-16.1, 45-16.2, 45-20, 45-25, 45-27, 45-34.1, 45-35.1, 45-36, 45-37, 45-38, 45-50, 45-51, AND 45-82; AMENDING APPENDIX A, “APPEARANCE PLAN,” BY AMENDING SECTION I, “BASIS FOR APPEARANCE PLAN;” AMENDING THE VILLAGE CODE TO CHANGE ALL CODE REFERENCES FROM THE PLANNING COMMISSION TO THE PLANNING, ZONING AND ADJUSTMENT BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Rubin explained that when the current Comprehensive Pay Plan was adopted for the Fiscal Year 2026 budget, the former Community Development Department had been re-designated as the Building and Zoning Department. The Village Council amended the Comprehensive Pay Plan in October 2025 to create one full-time Director of Planning and Economic Development position and rename and restructure the Building and Zoning Department back to the Community Development Department. The revised ordinance recognizes the structure of the Community Development Department, with the Planning and Economic Development Director overseeing all planning and zoning and code compliance functions and the Building Director overseeing all planning all building permitting and inspection functions. It further amends the code to assign almost all of the duties of the former Community Development Director position to the new Director of Planning and Economic Development position.

Lastly, while all references to the Planning Commission were changed to the Planning, Zoning and Adjustment Board through the adoption of Ordinance No. 2023-18, this change was not codified by Municode. Therefore, Section 25 of the proposed Ordinance reaffirms this change without modifying each and every reference (to that the provision was not otherwise amended).

John Samadi, 512 Marlin Road, expressed his concerns with the quality and efficiency of the Community Development Department stating that the code amendment would not address the issues.

Councilmember Bickel clarified that there was no financial impact associated with the code amendment.

Thereafter, the motion to adopt on first reading Ordinance 2026-02 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy thanked Recreation and Public Works staff for their work at the Village's past Halloween Events.

Mayor Searcy thanked the Library for the Jane Austin programming and events.

Mayor Searcy thanked the IT Department and Police Department for auto renewing alarm permits.

Mayor Searcy thanked Village staff that worked over the holidays.

Vice Mayor Interlandi thanked the Village's Police Department for their efforts and work on protecting and preserving the Lake Worth Lagoon with regards to derelict boats, anchoring and mooring and making sure that boats on the water were safe and seaworthy.

Councilmember Bickel asked Mr. Huff to provide the 2024 Country Club Financials at a future meeting.

Councilmember Bickel stated that she was encouraged and thankful that so far there were three (3) candidates for the Special Election and was hopeful for a clean, kind and informative election.

Councilmember Puyol discussed how he found debris in the ocean while fishing earlier that day and how it related to the importance of environmental efforts to keep the waterways clean.

Councilmember Puyol discussed recent issues and complaints regarding Lakeside Park and asked that Council to respond to the emails and complaints.

Mr. Huff discussed the complaints and issues at Lakeside Park and explained that he sent the emails he received to Council so that they were all aware of the situation and on the same page. Mr. Huff stated that he met with Chief Coliskey and certain residents of the park to come up with solutions to the issues and complaints.

Councilmember Bickel clarified that emails were received from one resident of Lakeside Park and stated that it was not many emails from many residents. The email was regarding an incident that was not illegal but was disturbing.

Vice Mayor Interlandi stated that the situation although it was not illegal, was addressed by the Police Department.

Discussion ensued between Councilmembers regarding the isolated incident and emails received regarding Lakeside Park.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff asked for the donation amount that Council wanted to give in honor of Mrs. Garrison.

Council came to consensus to donate \$1000 in honor of Mrs. Garrison.

Councilmember Puyol asked if a donation would be made in honor of Mr. Scott.

VILLAGE MANAGER MATTERS/REPORTS

Councilmember Bickel stated that a charity or foundation was not listed by Mr. Scott's family and that the Village could send flowers.

Mr. Huff stated that flowers would be sent to the Scott family.

Councilmember Bickel stated that if Mr. Scott's family wanted Council to make a monetary donation to a charity or foundation, that Council could decide the amount at that time.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:51 p.m.

Jessica Green, MMC, Village Clerk

RESOLUTION 2026-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING AN INTERIM MEMBER FOR GROUP 4 ON THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the resignation of Councilmember Kristin Garrison on December 31, 2025, the office of Councilmember for Group 4 is currently vacant; and

WHEREAS, the current term for Group 4 does not expire until March 2027, and Article III, Section 5(c) of the Village Charter provides that if there are more than six months remaining in the unexpired term and no regular Village election is scheduled within six months, the Council shall fill the vacancy on an interim basis and schedule a special election; and

WHEREAS, the special election to fill the vacancy for Group 4 is scheduled for March 24, 2026, and the Village Council wishes to fill the seat on an interim basis until the newly elected Councilmember for Group 4 is elected and qualified.

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 appoints the following person to serve as a member of the Village Council on an interim basis until the newly elected Councilmember for Group 4 is elected and qualified:

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

PASSED AND ADOPTED THIS 22ND DAY OF JANUARY, 2026.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH

2026 PLANNING, ZONING & ADJUSTMENT BOARD

APPLICANTS

Current openings and applicants to the Planning, Zoning & Adjustment Board are listed below. The Village Council may appoint new members or reappoint incumbents at its discretion. The term of appointment varies, depending on the Board and the Village Council may modify the duration at the time of appointment in order to provide for staggered terms.

Recreation Advisory Board

1 Seat 2 year term (Appointee to serve remainder of vacated term ending on April 30, 2027)

Requirements Village Resident

Applicants Marshall Gillespie
 Brian Grove
 James Hackman
 R. Marty Minor



THE VILLAGE OF
North Palm Beach

Office of the Village Clerk
501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469
www.village-npb.org • npbclerk@village-npb.org

Village Clerk

JAN 13 2026

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Marshall Gillespie HOME PHONE (916) 600-6367

ADDRESS 731 Buoy Road, North Palm Beach, FL 33408

OCCUPATION Paralegal BUSINESS PHONE (916) 600-6367

BUSINESS ADDRESS 731 Buoy Road, North Palm Beach, FL 33408

E-MAIL ADDRESS (optional) _____ Resume attached? (optional) Yes No

Brief Description of Education/Experience B.S. Criminal Justice/Litigation Paralegal

How long have you lived in North Palm Beach? Ten Years Are you seasonal? Yes No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. PTA @ The Conservatory School at North Palm Beach (2020-2023); NPB Business Committee (2021-2023).

Do you currently serve on a Village Board? Yes No If yes, which one? N/A

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Zoning and Adjustment Board*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes No
If yes please check which type of membership you hold: Golf Pool Tennis Are you a WGA Member? No

Why are you interested in serving on this board? With ten years of residency in NPB, I'd like to help drive the direction of the Village.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? None.

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?
The role and responsibilities of the Planning Board include listening, evaluating, and conducting research in order to make informed decisions regarding the NPB Village. Decisions are then presented to the Village Council for final adoption or denial.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I look forward to being of service to the Village of North Palm Beach, the Best Place to Live Under the Sun!

Signature Date 1/13/26

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.

** Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

***Please Note*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public- records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.



THE VILLAGE OF
North Palm Beach

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www.village-npb.org • npbclerk@village-npb.org

Village Clerk

DEC 16 2025

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Brian Grove, P.E. HOME PHONE 5612677294

ADDRESS 137 Dory Rd N

OCCUPATION Developer BUSINESS PHONE _____

BUSINESS ADDRESS 4807 PGA Blvd Palm Beach Gardens FL 33418

E-MAIL ADDRESS (optional) b.grove4113@gmail.com Resume attached? (optional) Yes No

Brief Description of Education/Experience Civil Engineer, worked for Kimley Horn for 4 years and Kolter Homes for 6 years.

How long have you lived in North Palm Beach? Since February 2022 Are you seasonal? Yes No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. _____

My experience on boards is an HOA board member on 6+ developer controlled boards.

Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board *
- Police and Fire Pension Board *
- Planning Zoning and Adjustment Board*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes No
If yes please check which type of membership you hold: Golf Pool Tennis Are you a WGA Member? _____

Why are you interested in serving on this board? Interested in advising the council on engineering related concerns

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?
To advise the council on issues related to Planning and Zoning including interpreting code, variance processing, waiver processing and generally acting as the local planning agency.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? _____

Signature Brian Grove Digitally signed by Brian Grove
DN: cn=Brian Grove, o=US, ou=Kolter Homes, ou=SE Florida, email=bgrove@kolter.com Date 12/16/2025

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.
** Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

***Please Note*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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THE VILLAGE OF
North Palm Beach

Office of the Village Clerk
501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469
www.village-npb.org • npbclerk@village-npb.org

Village Clerk

JAN 07 2026

Received

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME James Hackman HOME PHONE _____

ADDRESS 1102 Sanctuary Cove Drive North Palm Beach, FL 33410

OCCUPATION Realtor BUSINESS PHONE 561-929-4167

BUSINESS ADDRESS 1102 Sanctuary Cove Drive North Palm Beach, FL 33410

E-MAIL ADDRESS (optional) James@jameshackman.com Resume attached? (optional) Yes No

Brief Description of Education/Experience Boca Raton High School, Realtor for 4 years, I have served on 2 advisory boards.

How long have you lived in North Palm Beach? 6 months Are you seasonal? Yes No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Boca Raton Parks & Rec, Plantation (Affordable Housing), Realtors Association (2x PAC Chairman, Gov't Affairs, Young Professional Network)

Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|---|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input checked="" type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Waterways Board |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes No
If yes please check which type of membership you hold: Golf Pool Tennis Are you a WGA Member? _____

Why are you interested in serving on this board? I want to understand the issues and interests for our community. Provide value to the council.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? Yes

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Review and advise applications presented to the Planning and Zoning and make recommendations to the Council. Listen to neighbors and business owners about their concerns and interests for projects presented to the advisory board.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I have served every community I have lived in. My wife and I are planting our roots in NPB and this would be an amazing opportunity to serve.

Signature James Hackman Date 1/7/26

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JAMES HACKMAN

North Palm Beach, Florida
561-929-4167 | James@Jameshackman.com

PROFESSIONAL SUMMARY

Community-focused real estate professional with extensive experience in land use, zoning, housing policy, and municipal advisory boards. Former member of the City of Boca Raton Parks & Recreation Advisory Board and the City of Plantation Affordable Housing Advisory Board. Active REALTOR® Association leader engaged in government affairs and advocacy related to responsible growth, housing supply, and neighborhood compatibility. Seeking appointment to the Planning & Zoning Advisory Board to provide balanced, data-driven recommendations in the public interest.

PROFESSIONAL EXPERIENCE

REALTOR® / Real Estate Professional

Palm Beach County & South Florida | [4 Years Active]

- Analyze zoning designations, land development regulations, and future land use maps for residential and mixed-use properties.
 - Interpret density, setbacks, variances, special exceptions, and code compliance requirements.
 - Evaluate development feasibility with consideration for infrastructure, traffic, environmental impacts, and neighborhood compatibility.
 - Collaborate with planners, attorneys, engineers, HOAs, and municipal staff on land-use matters.
-

MUNICIPAL ADVISORY BOARD EXPERIENCE

City of Plantation – Affordable Housing Advisory Board | Board Member | 2023

- Advised City Council and staff on affordable housing policy, zoning considerations, and housing incentives.
- Reviewed housing programs and land-use strategies affecting housing availability, affordability and community growth.

City of Boca Raton – Parks & Recreation Advisory Board | Board Member | 2022

- Advised City Council and staff on park planning, capital projects, and public space improvements.
 - Participated in public meetings and provided recommendations balancing community needs and long-term planning.
-

REALTOR® ASSOCIATION LEADERSHIP & GOVERNMENT AFFAIRS

Palm Beach County Regional Board - REALTOR® Association (RWorld) | Leadership & Committees

- Engage in governance, policy review, and strategic planning discussions affecting housing and land use. Advise staff on recommendations for community events (Community 101 Events, New Member Orientation, Etc.)

REALTORS® Political Action Committee (RPAC) | Committee Member

- Advocate for responsible growth, private property rights, and homeownership for all.

Government Affairs Committee | Member

- Monitor zoning amendments, planning initiatives, and legislative issues impacting local communities.

Young Professionals Network (YPN) | Committee Member

- Promote civic engagement and leadership development.

ADDITIONAL QUALIFICATIONS

- Prior municipal board experience
- Knowledge of public meeting procedures, Roberts Rule of Order, Ethics, and Sunshine Law principles
- Analytical, objective decision-maker
- Clear and professional communicator

September 30, 2025

Mr. Chuck Huff
Village Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL. 33408

RE: VILLAGE BOARD VOLUNTEER

Dear Mr. Huff:

Please accept this application for consideration for appointment to a Village Advisory Board.

Although I recently (2023) moved to the Village, I have worked for the past 35 years as an urban planner in northern Palm Beach County, including North Palm Beach, until my retirement last year. During this time, I helped design master and site plans, conducted planning studies and charettes, and wrote zoning code amendments. I have indicated on the attached application that the Planning, Zoning and Adjustment Board and Recreational Advisory Board as the best fit for my skill set.

Thank you for your consideration of this application. Please let me know if you have any questions regarding my application or past experience,

Sincerely,



R. Marty Minor
111 Shore Court, #101c
North Palm Beach, FL 33408
marty_minor@me.com
561-346-7371

Village Clerk

SEP 29 2025

Received



THE VILLAGE OF
North Palm Beach

Office of the Village Clerk

501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME R. MARTY McVOR HOME PHONE 561-346-7371
ADDRESS 14 SHORE CT, #101c, NPB, FL 33408
OCCUPATION URBAN PLANNER (RETIRED) BUSINESS PHONE _____

BUSINESS ADDRESS _____
E-MAIL ADDRESS (optional) MARTY_MCVOR@ME.COM Resume attached? (optional) Yes No

Brief Description of Education/Experience _____
How long have you lived in North Palm Beach? 2 years in NPB Are you seasonal? Yes No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. 40 years in FLA
STAFF MEMBER
SERVING PLANNING AND ART ADVISORY BOARDS IN MUNICIPALITIES IN PALM BEACH COUNTY
Do you currently serve on a Village Board? Yes No If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- | | |
|--|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> General Employees Pension Board * |
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> Police and Fire Pension Board * |
| <input type="checkbox"/> Environmental Committee | <input checked="" type="checkbox"/> Planning Zoning and Adjustment Board * |
| <input type="checkbox"/> Country Club Advisory Board | <input checked="" type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Waterways Board |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes No
If yes please check which type of membership you hold: Golf Pool Tennis Are you a WGA Member? _____

Why are you interested in serving on this board? Since moving here, I have enjoyed the Village and would like to serve.
For new applicants only: Have you attended any meetings of the board or committee for which you are applying? YES, AS AN APPLICANT'S REPRESENTATIVE.
What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

The Planning Board reviews and provides recommendations regarding development proposals. I have 35 years experience regarding development in North Palm Beach County.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position?
I have 35 years experiencing designing site plans and writing code provisions.
Signature [Signature] Date 9/30/25

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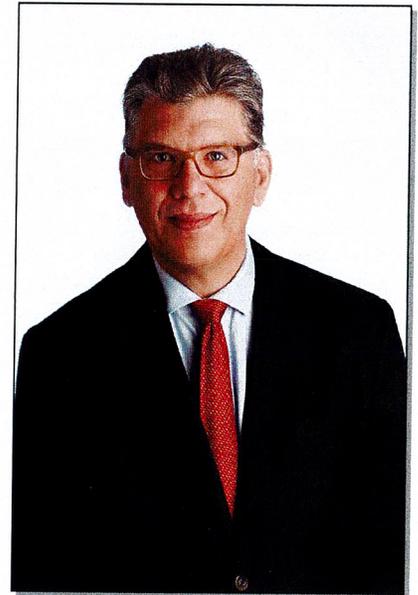
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610 Clematis Street, Suite CU02
West Palm Beach, Florida 33401
561.366.1100 FAX 561.366.1111
www.udsfloida.com
LA0001739



KEY STAFF RESUME

MARTY R.A. MINOR

Project Manager/Senior Planner

PROFESSIONAL EXPERIENCE:

For over 30 years, Mr. Minor has provided planning services to the public and private sectors in South Florida. Prior to joining UDS, Mr. Minor spent 9 years as a Planner with the City of Palm Beach Gardens. At Palm Beach Gardens, he led the Current Planning Division that was responsible for the review of all new projects from 1996 to 1999 within the fast-growing municipality. Mr. Minor drafted numerous sections of the City's Land Development Regulations and Comprehensive Plan. He reviewed all types of development, interpreted land development regulations, drafted land use policies and made presentations before various elected and advisory boards. Mr. Minor is also a former newspaper journalist who has worked for a variety of publications including the Associated Press and the Scripps-Howard News Bureau, in locales such as Tel Aviv, Israel; Washington, D.C.; Knoxville, Tennessee; Youngstown, Ohio; and Stuart, Florida.

During his long tenure at UDS, Mr. Minor has designed and managed many development applications. He is involved through all aspects of the entitlement process from its earliest due diligence through construction. Mr. Minor has also assisted local government with drafting their Comprehensive Plan State-mandated Evaluation and Appraisal Reports, and amendments to address impacts of climate change on coastal communities. Mr. Minor is the Planning Consultant for the Towns of Gulf Stream and Ocean Ridge.

At UDS his responsibilities include coordinating the design of projects with a team of design professionals, preparation of reports and applications, and the tracking of government review activities. He also represents projects before advisory and elected boards. He has vast experience with Planned Community Districts (PCD), Planned Unit Developments (PUD), Future Land Use Plan Amendments, annexations, site plan reviews and plat approvals in Palm Beach Gardens and various other jurisdictions. Mr. Minor has secured the approval for thousands of new homes and several million square feet of commercial and office space. He has planned many projects within Palm Beach Gardens such as Avenir, Legacy Place, PGA Commons, Donald Ross Village, PGA Office Center and the Scripps Florida Phase II/Briger Tract Development of Regional Impact (Alton). Mr. Minor has also secured similar development approvals within Royal Palm Beach, Wellington and Juno Beach.

EDUCATION:

Graduate of Florida Atlantic University 1995, Master of Urban and Regional Planning Degree Graduate of Ohio University 1985, Bachelor of Science Degree in Journalism

PROFESSIONAL AFFILIATIONS:

Member of the American Planning Association

Member of the Flamingo Park Neighborhood Association, Block Captain, 1996-2001; Board Member, 2007-2008; Zoning Committee Chairman, 2007-Present

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Jessica Green, Village Clerk
DATE: January 22, 2026
SUBJECT: **RESOLUTION** – Appointing one resident member to the Planning, Zoning and Adjustment Board.

In accordance with Chapter 2, Article 1 of the Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council.

Presently there is one vacant position on the Planning, Zoning and Adjustment Board due to the resignation of board member Claudia Visconti on November 20, 2025. The opening has been advertised on the Village's website, newsletter and Facebook page. The Village Clerk's Office received four (4) applications for the vacant position:

Marshall Gillespie
Brian Grove
James Hackman
R. Marty Minor

The *Applications for Appointment* are attached and included in the backup materials to agenda item #1 for Council consideration.

The applicants were contacted for an interview with the Council to be conducted under Statements from the Public. Selection of the new members will be conducted by ballot. The appointed member will serve the remainder of the vacated members' term which expires on April 30, 2027.

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

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of a proposed Resolution appointing one resident member to a vacant position on the Planning, Zoning and Adjustment Board to serve the remainder of one (1) two-year term expiring on April 30, 2027 in accordance with Village policies and procedures.

RESOLUTION 2026-____

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

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to appoint a Village resident to serve on the Planning, Zoning & Adjustment Board.

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

Section 1. The following person is hereby appointed to the Planning, Zoning & Adjustment Board for a term commencing January 22, 2026 and expiring as indicated below:

PLANNING, ZONING & ADJUSTMENT BOARD

April 30, 2027

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members appointed above.

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

PASSED AND ADOPTED THIS 22ND DAY OF JANUARY, 2026

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**Village of North Palm Beach
Country Club Advisory Board Meeting Minutes**

Date: Monday, October 13, 2025

Time: 6:00 p.m. – 7:14 p.m.

Location: Council Chambers

Chair: David Norris

Recorder: Joy Groover, Executive Assistant to the General Manager

1) Call to Order

Chair David Norris called the meeting to order at 6:00 p.m. A quorum was confirmed.

2) Attendance

Members Present: David Norris (Golf Representative, Chair), Karen O’Connell (Golf Representative), Sandra Felis (WGA Representative), Landon Wells (Community at Large), Marc Lefco (Pool Representative), Michelle Wallace (Tennis Representative), Beth Davis (CCM, General Manager), Samia Janjua (Deputy Village Manager)

Staff Present: Allan Bowman (Head Golf Professional), Donna Tollefsen (Tennis Center Manager), Alf Aguirre (Pool Manager IC), Joy Groover (Executive Assistant to the GM), Lenore Dingle (Membership Coordinator)

Council Member(s) Present: Lisa Interlandi (Vice-Mayor), Orlando Puyol (Council Member)

Member Absent: Kathy Lancaster (Community at Large)

Public Comment: Rich Pizzolatto

3) Approval of Minutes

Chair David Norris called for a motion to approve the previous minutes. Motion made by Sandi Felis and seconded by Michelle Wallace. Motion carried unanimously.

4) Public Comments

Mr. Rich Pizzolatto introduced himself and spoke on the importance of public perception and inclusivity at the Country Club. He emphasized that the facility should continue positioning itself as a community hub rather than an exclusive golf-only environment.

5) New Business

A. Country Club Financial Report — Presented by Samia Janjua

Deputy Village Manager Samia Janjua presented the financial results for the fiscal year ending September 30, 2025. The Club reported an operating income of \$1.3 million, (driven primarily by golf operations, which remain the largest revenue generator), less FY25 open POs to be carried over into FY26, for a **net profit of \$453,986**.

Highlights included:

- Positive performance across all departments — golf, tennis, pool, and food & beverage.
- Discussion on increased revenue from rentals, events, and group lessons.
- Clarification regarding interfund transfers and how they impact the Country Club budget.

B. Centennial 2026 Celebration — Presented by Allan Bowman

Head Golf Professional Allan Bowman shared early plans for the **2026 Centennial Celebration** marking the golf course's 100th anniversary. Proposed events include a concert, fishing derby, and golf tournaments. The concept of branding the final five holes of the course as part of a legacy project was discussed, with possible involvement from golf legends **Jack Nicklaus** and **Michelle McGann**.

Board member Marc Lefco recommended incorporating additional community-focused events such as swimming lessons and family competitions to ensure the celebration reflects the inclusive mission of the Country Club. Allan noted he has coordinated with the Parks and Recreation Department plus Country Club staff, to expand community engagement opportunities.

C. Country Club Parking Expansion & Future Tennis Expansion — Presented by Allan Bowman

Allan presented a SWOT analysis, prepared by Beth Davis, identifying parking shortages as a critical operational challenge. The current lots accommodate roughly **300 vehicles**, which is inadequate during peak usage. The proposed expansion includes converting two existing tennis courts into additional club parking and reconfiguring adjacent tennis property to achieve a **net gain of 120 parking spaces**. This will be accomplished by shifting the designated tennis courts northward into the area currently used for employee parking, near the location where the Australian pines were recently removed, an area identified for future tennis court construction.

A motion was made by Karen O'Connell and seconded by Sandi Felis to move forward with **conceptual renderings for the parking area redesign**. The Board discussed potential funding sources. Chair Norris emphasized that the general fund should support this initiative since the Country Club serves as a Village asset. Other members discussed possible partial contributions from the Country Club toward future tennis expansion, with the need for a cost-benefit analysis noted.

6) Staff Reports

Tennis — Presented by Donna Tollefsen, Tennis Center Manager

Ms. Tollefsen reported strong and consistent activity in tennis operations, noting that 32,820 players came through the courts over the past year. Infrastructure improvements included new water fountains, shaded seating, and a pavilion. She credited the success to skilled instructors and a full calendar of tournaments and events.

Pool — Presented by Alf Aguirre, Aquatics Contractor

Mr. Aguirre highlighted steady growth in pool revenue, attributing it to the installation of a new inflatable slide and expanded pool party rentals. Despite minor decreases in swim lessons due to weather, the pool continues to be a high-performing area. He noted future plans to evaluate the addition of more competition lanes and amenities.

Restaurant — Presented by Beth Davis, CCM General Manager

General Manager Beth Davis shared a restaurant update based on a note from **Kurt Hamilton** of Lessing's Hospitality. The restaurant achieved **\$3.4 million in revenue**, showing notable gains in banquet and event business. Hamilton was introduced as the new General Manager for Lessing's and has begun meeting with members and residents to gather feedback and enhance programming.

Golf — Presented by Allan Bowman, Head Golf Professional

Mr. Bowman reported a record year for golf rounds played, along with successful completion of several improvement projects. Upcoming efforts will focus on ongoing course maintenance, drainage system improvements, and continued enhancement of member experience.

7) Additional Discussions

Breast Cancer Awareness Month

Allan described October awareness initiatives, including a **large pink ribbon installation** on the first hole and themed tennis events. These efforts were well-received by members.

Course Maintenance and Environmental Projects

Allan also noted that the Club addressed a plumbing issue on the third hole and will begin constructing a **wash plant** behind the maintenance area to meet EPA compliance requirements for fertilizer and pesticide storage. Pine straw installation is underway across the course to reduce herbicide use. New golf carts have been received, and a short game area is being developed.

Membership Update

Allan praised Lenore Dingle, Member Relations Coordinator, in a successful start to the new membership season, handling a strong volume of applications and renewals.

Fourth Hole Improvements

Ms. Felis inquired about drainage and grading issues on the fourth hole. Chair Norris explained that the system currently funnels into a single low point, causing flooding. Plans include installing a larger sump pump and redoing the electrical system to prevent future issues.

8) Board Comments

Board members expressed appreciation for the comprehensive quarterly updates. Mr. Lefco noted that the quarterly schedule provides adequate time for preparation and follow-up. Members were reminded to plan around meeting dates to ensure full attendance.

9) Adjournment

There being no further business, the meeting was adjourned by Chair David Norris at **7:14 p.m.**

Next Meeting

Monday, January 12, 2026 - 6:00 p.m. at Council Chambers.

Minutes prepared by:

Joy Groover, Executive Assistant to the General Manager

Date: October 14, 2025

Village of North Palm Beach
Audit Advisory Committee
November 3, 2025,
5:30 pm
Council Chambers
MINUTES

1. CALL TO ORDER: Allen Kramer, Chair - 5:34 pm
2. ROLL CALL:
 - a. Committee Representatives
 - Allen Kramer, Chair
 - Chad Misselhorn, Member
 - Daryll Aubrey, Member
 - Dave Talley, Member
 - ~~Francine Mantyh, Member (absent)~~
 - John Campbell, Member
 - Leanne Schmitt, Member
 - b. Village Representatives
 - Samia Sanjua, Deputy Village Manager
 - Erica Ramirez, Director of Finance (Committee Liaison)
 - Councilmember Representative Orlando Puyol
 - Village Manager, Chuck Huff
 - Head Golf Professional, Allan Bowman
3. APPROVAL OF MINUTES: July, 2025 Meeting - motion made and approved.
4. PUBLIC COMMENTS: none
5. NEW BUSINESS:
 - a. **Chad Misselhorn was elected as Vice Chair.** Motion was made and seconded, the motion was put to a vote and approved.
 - b. **Samia Janjua presented the preliminary financial results** for Year Ending September 30, 2025
 - c. **Mr. Allan Bowman led the Committee through the Village's proposed Country Club Parking Project.** The Committee discussed whether the project should be structured as a capital investment from the Village's Enterprise Fund or, in part, as a loan from the Village to the Country Club.

The Committee reached a consensus that the majority of the project would be funded as an Enterprise Fund investment, with certain components potentially structured as a loan. Staff was advised to proceed with project work, with the final financing structure to be reviewed and determined at a subsequent meeting.

d. **Next meeting was set** for Wednesday, January, 7 at 5:30 pm in Village Chambers

6. OLD BUSINESS: none
7. MEMBER COMMENTS: none
8. STAFF COMMENTS: none
9. ADJOURNMENT: meeting adjourned at 6:41 pm



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, Dec 1, 2025

6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:01pm.
2. Roll Call:
Present: Karen Marcus, Kendra Zellner, Mary Phillips, Ellen Allen,
Brian Bartels and Elizabeth Rivera
Absent: Juliette Desfeux
Also Present: Julie Morrell Village Staff, Councilman Susan Bickel
3. The Minutes of the Nov 10, 2025, regular meeting was approved.
4. Public Comments –
 - a. Miss North Palm Beach advised that she is interested in donating to the Conservatory School to have garden beds added and she is working on a curriculum to provide the teachers.
 - b. Community Garden Update- Amy Steinman from the Community Garden advised that decorations were added to the community garden. The next clean-up is December 9th. Karen is offering her bed to start the mangrove planting with MANG. Pam is on the board and Joan departed from the board.
5. List of Items To Bring To Council- Karen recommended that we present the items that we have accomplished thus far-Community Garden, VOGs, trees. Three future items would be mangrove, protections to Lakeside Park and tree planting.
6. Dry Storage Landscaping- The committee is requesting that Precision send someone that can come to the next meeting so we can discuss our recommendation list and the plan.

7. Volunteer board request- Julie said we have not received new requests.
8. Lakeside Park erosion and Mangrove Seeding- No update at this time.
9. Lead By Example- Juliette provided a recommendation list for consumables. Karen will schedule a meeting with Chuck.
10. Speaker Series: The Green Hour at the Clubhouse- The next speaker is MANG in January or February. We won't specify a date and will mention to view the Village social media with the date. If we cannot get a confirmation from MANG for January then we will skip that month altogether. Karen will reach out to MANG again. Kendra expressed her frustration with our events not making in on the events list. Karen will contact Loggerhead or a coral expert to schedule for March.
11. Previous newsletter was about how VOGs were installed on docks. The next newsletter will be about recycling basics.
12. Member Comment-
 - a. Karen will work on getting a solid waste tour scheduled.
 - b. Mary provided a recap on VOG event. Logan brought 20 buckets of shells, 14 workstations (punches, hammers, gloves, etc). Someone brought 2 drill presses. We used all 100 cables. We have 2 buckets of punched shells leftover. 63 VOGs were weighed and logged. 37 are tagged but not weighed. 21 were given away to residents. There was about 30 people working and 2 hours of work.
13. Staff Comment-
 - a.
14. Next meeting- The next meeting will be on Jan 5th, 2025 at 6:00 pm at Anchorage Park.
15. Adjournment- the meeting adjourned at 6:35pm.



Village of North Palm Beach
Planning, Zoning and Adjustment Board
MINUTES
Tuesday, December 2, 2025, at 6:30 pm
Village Hall Council Chambers

CALL TO ORDER

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

Roll Call

BOARD MEMBERS PRESENT:

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

VILLAGE STAFF:

Attorney, Len Rubin
Councilmember, Orlando Puyol
Planner, Alondra Lopez-Mojica
Planning Consultant, Lance Lilly

II. Deletions, Additions or Modifications to the Agenda:

Modify the agenda to postpone Agenda Item #1 under Public Hearing, the Artificial Turf Amendment Ordinance, until the next meeting.

III. Public Comment (Non-Agenda Items): None

IV. Approval of Minutes

November 7, 2025: Motion to approve made by Member Michels, seconded by Member Hicks in a 6-0 vote.

V. Declaration of Ex-Parte Communications: None

VI. Quasi-Judicial Matters / Public Hearings

There were no Quasi-Judicial items.

A. Site Plan & Appearance Reviews

- i. **Old Business:** None
- ii. **New Business:** None

B. Public Hearing

- i. **New Business**

B. Public Hearing
i. New Business

1. Artificial Turf Amendment Ordinance

Scheduled for the next PZAB meeting.

2. Building Height Amendment Ordinance

Mr. Lance Lilly provided a brief overview of the proposed ordinance. He explained that a prior application related to St. Clare had been presented to the Board, during which it was determined that the R-2 zoning district lacked specific regulations for measuring building height. At the November 2025 PZAB meeting, an appeal was considered using the height measurement provisions of the R-1 zoning district.

The proposed ordinance addresses this issue by adding a definition of “height” to the Code and applying the R-1 height measurement standards to the R-2 zoning district, as the two districts are generally similar in nature. Minor updates were also made to the General Provisions section for consistency.

The ordinance includes the following amendments to the Village Code:

- Add a definition of building height to the Definitions section of the Code.
- Clarify setback requirements for automobile garages.
- Revise the R-2 Zoning District to incorporate the building height regulations established in the R-1 Zoning District.

Member Michels raised concerns regarding decks or pools located on rooftops. Attorney Rubin clarified that the referenced language had been relocated from the R-1 district to the R-2 district and is already in the code.

Member Hicks requested to view the zoning map to identify the locations of R-2 properties and asked whether the proposed amendments would impact any existing structures. Staff confirmed that the amendments would not affect existing development.

Member Cross questioned how building height would be measured for roofs with multiple elevations. Mr. Lilly explained that height would be measured from the mean of the highest roof. Member Cross recommended that this scenario be clarified within the ordinance and suggested establishing an absolute maximum building height. He also offered to provide visual examples to illustrate potential concerns.

Vice-Chair Haigh inquired whether the proposed amendments addressed parapet-related issues raised in previous applications. Attorney Rubin stated that Staff did not revise the parapet code provisions, as doing so could be considered more restrictive given that the current Code contains no parapet regulations.

Member Hogarth expressed concerns similar to those raised by Member Cross. He suggested adding the word “highest” before “eaves and roof ridges” in paragraph B2 and noted that the term “decorative architectural element” may be vague.

Chair Solodar expressed support for the recommendation of approval.

Approval with conditions, motion to approve ordinance with the following exceptions: for the proposed definition of average height level to read “Between the highest eaves and highest roof ridge or peak with gable, hip, or gambrel roofs for both R-1 and R-2 zoning districts”, made by Member Hogarth, seconded by Member Cross in a 5-1 vote with Member Michels dissenting.

Commission Member Comments

Vice-Chair Haigh requested a revision to the minutes from the previous hearing regarding the Pelican Car Wash application. He clarified that he dissented in the vote, not Member Hicks.

Member Cross inquired about the anticipated completion date for the bridge construction at Northlake Boulevard and U.S. 1. Member Hogarth stated that the project is expected to be completed around mid-2027.

Member Hogarth also asked whether a Christmas tree lot is considered a permitted use. Mr. Lilly explained that the use was authorized through a special event permit, approved by Council, and is permitted through the end of the year (2025).

Staff Updates

There were no staff updates.

Adjournment

Meeting adjourned at **6:54 PM**

All members of the public are invited to appear at the public hearing, which may be continued from time to time, and be heard with respect to this matter.

If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's Office at 841-3355 at least 72 hours prior to the meeting date.

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

**VILLAGE OF NORTH PALM BEACH
BUILDING AND ZONING DEPARTMENT
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Lance Lilly, Planning Consultant
Leonard G. Rubin, Village Attorney

DATE: January 22, 2026

SUBJECT: **ORDINANCE 2nd Reading** – Amending Appendix C (Chapter 45) of the Village Code of Ordinances to incorporate a general building height definition, incorporate the height regulations from the R-1 zoning district into the R-2 zoning district, and clarify existing provisions.

Section 45-2 of the Village Code of Ordinances, “Definitions,” currently does not provide a general definition for measuring building height, although some Village zoning districts, notably the C-MU, C-NB, and C-3 Zoning Districts, include specific methodology for calculating height. The Planning, Zoning and Adjustment Board recently reviewed a request for the construction of a new building within the R-2 Multiple-Family Dwelling District, including an administrative appeal of the method by which height is calculated. The R-2 Zoning District regulations do not provide any methodology. Consequently, Village Staff recommended amending the Village’s Zoning Code to establish a uniform height measurement standard (in the absence of specific district regulations) and to apply the height measurement regulations applicable to buildings within the R-1 Single-Family Dwelling District to buildings within the R-2 Zoning District.

The attached Ordinance amends Section 45-2 of the Village Code to add a general definition of “height of building” and to clarify where this definition applies within the Village, as follows:

Building, height of, means, when not otherwise specified in the regulations for any particular zoning district, the vertical distance measured from the existing average elevation of the highest adjacent grade at the base of the building to the highest point of the following:

- (1) The coping of a flat roof and deck lines on a mansard roof;
- (2) The average height level between the highest eaves and highest roof ridges or peak for gable, hip, or gambrel roofs; or
- (3) The average height between high and low points for a shed roof.

Screening material used to conceal equipment and permitted structures on the roof is excluded from the building height provided that the screening material is not under roof and is less than ten (10) feet in height.

The proposed Ordinance also amends the R-2 Multiple-Family Dwelling District to include provisions for measuring building height and to identify architectural elements exempt from height restrictions, mirroring the regulations currently applied in the R-1 Zoning District. At the request of the Planning, Zoning and Adjustment Board, these regulations were further clarified to provide that in the case of gable, hip, or gambrel roofs, height would be measured using the highest eaves and ridges in the event the building contains multiple roof lines.

Finally, the proposed Ordinance amends Section 45-36, "General Provisions," of the Village Code of Ordinances to: (1) state that the general height exceptions shall not apply within the R-1 and R-2 Zoning Districts because those regulations already provide for exemptions; and (2) clarify the setback requirements for detached automobile garages within the R-1 and R-2 residential zoning districts.

At its December 2, 2025 meeting, the Planning, Zoning and Adjustment Board recommended approval of the proposed Ordinance by a vote of five to one, subject to the adjustment for gable, hip, or gambrel roofs noted above.

As the Village Council is well aware, Senate Bill 180 currently prohibits the Village from adopting more burdensome or restrictive amendments to its land development regulations. However, Staff has concluded that each of the proposed amendments is either less restrictive than the current height regulations (which would be measured to the top of the structure in the absence of specific language) or merely clarifies existing language.

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

There is no fiscal impact.

At the Village Council's January 8, 2026 meeting, the Council unanimously approved the Ordinance on first reading with the condition that the Ordinance clarify that all detached garages in the R-1 and R-2 zoning district provide a driveway to allow vehicular access. The Ordinance has been amended to require a durable surface driveway connecting the garage to an adjacent vehicular right-of-way. Additionally, staff has revised the proposed definition for "height of building" to remove language referencing rooftop equipment enclosed within the roofline.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances to provide a general building height definition, incorporate the height regulations from the R-1 Zoning District into the R-2 Zoning District, and clarify existing provisions in accordance with Village policies and procedures.

ORDINANCE NO. 2026-___

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; AMENDING ARTICLE I, "IN GENERAL," BY AMENDING SECTION 45-2 TO INCLUDE A DEFINITION FOR HEIGHT OF BUILDING; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DISTRICT," TO CLARIFY THAT THE HEIGHT MEASUREMENT APPLIES TO THE HIGHEST ROOF LINES, SECTION 45-28, "R-2 MULTIPLE-FAMILY DWELLING DISTRICT," TO INCORPORATE THE HEIGHT MEASUREMENT REGULATIONS FROM THE R-1 ZONING DISTRICT, AND SECTION 45-36, "GENERAL PROVISIONS," TO CLARIFY THE SETBACKS AND REQUIREMENTS FOR DETACHED AUTOMOBILE GARAGES IN THE R-1 AND R-2 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while some of the Village's zoning districts prescribe how the height of building is measured, the Village's Zoning Code does not currently define how building height is calculated for the remaining zoning districts; and

WHEREAS, the Village Council wishes to amend Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances to: (1) include a general definition for "height of a building;" (2) incorporate the height measurement regulations currently in effect within R-1 single-family dwelling district into the R-2 multiple-family dwelling district and clarify that the measurements apply to the highest roof line for gable, hip, or gambrel roofs; and (3) clarify the setbacks for detached automobile garages in the R-1 and R-2 zoning districts; and

WHEREAS, the Village Council determines that the proposed revisions to the Zoning Code either clarify existing language or are less burdensome or restrictive than the existing land development regulations; and

WHEREAS, on December 2, 2025, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, held a public hearing on this Ordinance and provided its recommendation to the Village Council; and

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

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

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

1 Section 2. The Village Council hereby amends Article I, “In General” of Appendix C (Chapter
2 45) of the Village Code of Ordinances by amending Sections 45-2 to read as follows (additional
3 language is underlined):

4
5 **ARTICLE I. – IN GENERAL**

6 * * *

7
8
9 **Sec. 45-2. - Definitions.**

10 * * *

11
12 Building, height of, means, when not otherwise specified in the regulations
13 for any particular zoning district, the vertical distance measured from the existing
14 average elevation of the highest adjacent grade at the base of the building to the
15 highest point of the following:

- 16
17 (1) The coping of a flat roof and deck lines on a mansard roof;
18
19 (2) The average height level between the highest eaves and highest roof
20 ridges or peak for gable, hip, or gambrel roofs; or
21
22 (3) The average height between high and low points for a shed roof.

23
24 Screening material used to conceal equipment and permitted structures on the roof
25 is excluded from the building height provided that the screening material is not
26 under roof and is less than ten (10) feet in height.

27 * * *

28
29
30 Section 3. The Village Council hereby amends Article III, “District Regulations” of Appendix
31 C (Chapter 45) of the Village Code of Ordinances to read as follows (additional language is
32 underlined and deleted language is ~~stricken through~~):

33
34
35 **ARTICLE III. – DISTRICT REGULATIONS**

36
37 **Sec. 45-27. R-1 single-family dwelling district.**

38 * * *

39
40
41 B. Building height regulations. All single-family dwellings shall be limited to
42 two (2) stories and thirty feet (30') in height. For the purposes of this
43 subsection, height shall be measured from the average elevation of the
44 existing grade prior to land alteration for properties outside of special flood
45 hazard areas and from the required design flood elevation for properties
46 within special flood hazard areas. Height shall be measured to the highest
47 point of the following:
48

1 herein established. This provision applies to all zoning districts
2 unless with the exception of the R-1 single-family dwelling district
3 and the R-2 multiple-family dwelling district.

4
5 * * *

6
7 C. Detached garages not more than one (1) story in height may be
8 erected and maintained ~~within~~ at least seven and one-half (7½) feet
9 of from the rear property line and ten (10) feet from the side property
10 line of any such lot within the R-1 or R-2 residential zoning districts.
11 Each detached automobile garage within the R-1 or R-2 residential
12 zoning district shall provide a durable surface driveway connecting
13 the garage to an adjacent vehicular right-of-way.

14
15 * * *

16
17 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
18 the Village of North Palm Beach, Florida.

19
20 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
21 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
22 such holding shall not affect the remainder of this Ordinance.

23
24 Section 5. 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 6. This Ordinance shall take effect immediately upon adoption.

28
29 PLACED ON FIRST READING THIS ____ DAY OF _____, 2026.

30
31 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____
32 _____, 2026.

33
34
35 (Village Seal)

36 _____

MAYOR

37
38 ATTEST:

39
40 _____

VILLAGE CLERK

41
42
43 APPROVED AS TO FORM AND
44 LEGAL SUFFICIENCY:

45
46 _____

VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES; AMENDING ARTICLE I, "IN GENERAL," BY AMENDING SECTION 45-2 TO INCLUDE A DEFINITION FOR HEIGHT OF BUILDING; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DISTRICT," TO CLARIFY THAT THE HEIGHT MEASUREMENT APPLIES TO THE HIGHEST ROOF LINES, SECTION 45-28, "R-2 MULTIPLE-FAMILY DWELLING DISTRICT," TO INCORPORATE THE HEIGHT MEASUREMENT REGULATIONS FROM THE R-1 ZONING DISTRICT, AND SECTION 45-36, "GENERAL PROVISIONS," TO CLARIFY THE SETBACKS AND REQUIREMENTS FOR DETACHED AUTOMOBILE GARAGES IN THE R-1 AND R-2 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243

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

- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance: The proposed Ordinance amends the Village's zoning regulations to provide a general definition of the term building height, incorporate the R-1 zoning district height regulations into the R-2 zoning district, and clarify the setbacks and conditions applicable to detached automobile garages in the R-1 and R-2 zoning districts.

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

- (a) There is no direct impact on private, for-profit businesses;
- (b) There are no new charges or fees imposed by the Ordinance; and
- (c) There are no new regulatory costs.

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

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 22, 2026

SUBJECT: **ORDINANCE 2nd Reading** – Amending the Village Code of Ordinance to recognize the reorganization and division of the Community Development Department and clarify the duties of each director.

When the current Comprehensive Pay Plan was adopted as part of the Fiscal Year 2026 budget, the former Community Development Department had been redesignated as the Building and Zoning Department. Through the adoption of Resolution No. 2025-54 on October 23, 2025, the Village Council amended the Comprehensive Pay Plan to create one full-time Director of Planning and Economic Development position and rename and restructure the Building and Zoning Department back to the Community Development Department. As a result, the Community Development Department will have two director positions reporting to the Village Manager: (1) the Planning and Economic Development Director; and (2) the Building Director.

The attached Ordinance recognizes the revised structure of the Community Development Department, with the Planning and Economic Development Director overseeing all planning and zoning and code compliance functions and the Building Director overseeing all building permitting and inspection functions. It further amends the Code to assign almost all of the duties of the former Community Development Director position to the new Director of Planning and Economic Development position. However, the Building Director shall oversee the Unsafe Building Abatement procedures set forth in Article IV of Chapter 6 of the Village Code, as well as overseeing applications for fill permits pursuant to Article II of Chapter 7 of the Village Code.

Finally, while all references to the Planning Commission were changed to the Planning, Zoning and Adjustment Board through the adoption of Ordinance No. 2023-18, this change was not codified by Municode. Therefore, Section 25 of the proposed Ordinance reaffirms this change without modifying each and every reference (to that the provision was not otherwise amended).

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

There is no fiscal impact.

At its January 8, 2026 meeting, the Village Council unanimously approved the Ordinance on first reading without modification.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending the Village Code to recognize the reorganization and division of the Community Development Department and clarifying the duties of the Planning and Economic Development Director and Building Director in accordance with Village policies and procedures.

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES TO RECOGNIZE THE REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND CLARIFY THE DUTIES OF EACH DIRECTOR; AMENDING ARTICLE III, "ADMINISTRATIVE CODE," OF CHAPTER 2, "ADMINISTRATION" BY AMENDING SECTIONS 2-40 AND 2-111; AMENDING ARTICLE III, "CONSTRUCTION REQUIREMENTS," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," BY AMENDING SECTION 5-72; AMENDING ARTICLE III, "APPEARANCE CODE," ARTICLE IV, "ABATEMENT OF UNSAFE OR UNSANITARY BUILDINGS," ARTICLE V, "SIGNS AND OUTDOOR DISPLAYS," AND ARTICLE VI, "IMPACT FEES," OF CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING SECTIONS 6-56, 6-59, 6-60, 6-61, 6-74, 6-75, 6-76, 6-79, 6-80, 6-82, 6-83, 6-84, 6-85, 6-111, 6-117, AND 6-124; AMENDING ARTICLE II, "FILLING PERMIT," OF CHAPTER 7, "FILL PERMIT," BY AMENDING SECTIONS 7-18 AND 7-20; AMENDING ARTICLE I, "ADMINISTRATION," OF CHAPTER 12.5, "FLOOD DAMAGE PROTECTION," BY AMENDING SECTION 12.5-3; AMENDING ARTICLE II, "GARBAGE, TRASH AND REFUSE," AND ARTICLE IV, "ABATEMENT OF PUBLIC NUISANCES ON PRIVATE PROPERTY," OF CHAPTER 14, "HEALTH AND SANITATION," BY AMENDING SECTIONS 14-27, 14-81, 14-82, AND 14-83; AMENDING ARTICLE I, "PROPERTY MAINTENANCE STANDARDS," AND ARTICLE II, "ABANDONED REAL PROPERTY," OF CHAPTER 15, "HOUSING," BY AMENDING SECTIONS 15-3 AND 15-14; AMENDING ARTICLE VII, "PEDDLERS AND SOLICITORS," OF CHAPTER 17, "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," BY AMENDING SECTIONS 17-84, 17-85, 17-88, 17-92, AND 17-93; AMENDING ARTICLE I, "IN GENERAL," ARTICLE IV, "CONCURRENCY MANAGEMENT," AND ARTICLE V, "STORMWATER MANAGEMENT," OF CHAPTER 21, "PLANNING AND DEVELOPMENT," BY AMENDING SECTIONS 21-3, 21-44, 21-47, 21-70, AND 21-104; AMENDING ARTICLE II, "WORK PERFORMED WITHIN RIGHTS-OF-WAY," OF CHAPTER 24, "STREETS, SIDEWALKS AND PUBLIC PLACES," BY AMENDING SECTION 24-22; AMENDING ARTICLE II, "GENERALLY," ARTICLE III, "DISTRICT REGULATIONS," ARTICLE VI, "REZONINGS; VARIANCES; WAIVERS; ADMINISTRATIVE APPEALS," AND ARTICLE VIII, "LANDSCAPING," OF APPENDIX C (CHAPTER 45), "ZONING," BY AMENDING SECTIONS 45-16.1, 45-16.2, 45-20, 45-25, 45-27, 45-34.1, 45-35.1, 45-36, 45-37, 45-38, 45-50, 45-51, AND 45-82; AMENDING APPENDIX A, "APPEARANCE PLAN," BY AMENDING SECTION I, "BASIS FOR APPEARANCE PLAN;" AMENDING THE VILLAGE CODE TO CHANGE ALL CODE REFERENCES FROM THE PLANNING COMMISSION TO THE PLANNING, ZONING AND ADJUSTMENT BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

1 WHEREAS, through the adoption of Resolution No. 2025-54, the Village Council approved the
2 redesignation of the Building and Zoning Department as the Community Development Department,
3 with two separate director positions: the Director of Planning and Economic Development,
4 overseeing all planning and zoning and code compliance functions, and the Director of Building,
5 overseeing all permitting and inspection functions; and

6
7 WHEREAS, the Village Council wishes to revise the Village Code of Ordinances to reflect the current
8 configuration of the Community Development Department and the responsibilities of each
9 Department director and determines that the adoption of this Ordinance is in the best interests of the
10 Village and its residents.

11
12 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
13 NORTH PALM BEACH, FLORIDA as follows:

14
15 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

16
17 Section 2. The Village Council hereby amends Article III, “Administrative Code,” of Chapter 2,
18 “Administration,” of the Village Code of Ordinances to read as follows (additional language is
19 underlined and deleted language is ~~stricken through~~):

20
21 ARTICLE III. ADMINISTRATIVE CODE

22
23 DIVISION 1. GENERALLY.

24
25 * * *

26
27 **Sec. 2-40. Departmental organization.**

28
29 (a) The administrative service of the village shall be divided under the chief
30 administrator (village manager) into the following departments and heads thereof:

31
32 * * *

33
34 (5) Department of community development, director of ~~community~~
35 ~~development~~ planning and economic development and director of
36 building.

37
38 * * *

39
40 DIVISION 11. DEPARTMENT OF COMMUNITY DEVELOPMENT

41
42 **Sec. 2-111. Director’s duties.**

43
44 The department of community development shall have two directors. The
45 director of ~~community development~~ planning and economic development shall be
46 responsible for all matters relating to planning and zoning, ~~building permitting and~~
47 ~~inspection~~, and code compliance. The director of building shall be responsible for
48 all matters relating to building permitting and inspection.

* * *

Section 3. The Village Council hereby amends Article III, "Construction Requirements," of Chapter 5, "Boats, Docks and Waterways," of the Village Code of Ordinances to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

* * *

Sec. 5-72. Minimum design requirements for seawalls.

All bulkheads and seawalls constructed shall within the village shall comply with the dimensional and compatibility requirements of this section. The provisions of this section shall not apply to repairs to existing bulkheads and seawalls where the total cost of the repairs is less than fifty (50) percent of the replacement cost of the bulkhead or seawall.

* * *

- (3) The seawall or bulkhead cap shall be placed at the following established minimums and maximum cap elevations:

Property Location	Minimum Cap Elevation	Maximum Cap Elevation (NAVD88)
Zone X & X500 - not in the FEMA Special Flood Hazard Area or Coastal High Hazard Area	Four feet (4') NAVD88	Six inches (6") above grade or four feet and six inches (4'6") NAVD88, whichever is greater. The grade (natural elevation) shall be calculated by selecting a minimum of two (2) elevation points within 1 foot (1') of the rear property line on each adjoining side property line and calculating the average of the selected elevation points.
In the FEMA Special Flood Hazard Area or Coastal High Hazard Area with an established base flood elevation (BFE)	Four feet (4') NAVD88	Six inches (6") above grade as defined above or five feet (5') NAVD88, whichever is greater.
In the FEMA Special Flood Hazard Area or Coastal High Hazard Area with an established base flood elevation (BFE), and in the waters of the Intracoastal, Lake Worth or the Atlantic Ocean	Five feet (5') NAVD88	Six inches (6") above grade as defined above, or six (6') NAVD88, whichever is greater; or Equal in elevation to BFE shown on the flood insurance rate map published by the Federal Emergency Management Agency (FEMA), provided that mitigation measures for aesthetic compatibility and other impacts to adjacent properties for seawall cap heights greater than six feet (6') NAVD88 are approved by the <u>Community Planning and Economic Development Director</u> , the Village Engineer and the Building Official <u>Director</u> .

1
2 * * *
3

4 Section 4. The Village Council hereby amends Article III, "Appearance Code," of Chapter 6,
5 "Buildings and Building Regulations," of the Village Code of Ordinances to read as follows
6 (additional language is underlined and deleted language is ~~stricken through~~):
7

8 * * *
9

10 DIVISION 3. SITE PLAN AND APPEARANCE REVIEW.

11 * * *
12

13 **Sec. 6-56. Application requirements.**

14 Applications for site plan and/or appearance review must include sufficient
15 information to demonstrate compliance with all village requirements. Plans must be
16 professionally prepared and drawn to scale with accurate dimensions, and must include
17 the following unless waived by the ~~community~~ planning and economic development
18 director:
19
20

21 * * *
22

- 23
24 (2) A boundary sketch including the total area, dimensions, and legal
25 description for the property. The ~~community~~ planning and economic
26 development director may require a survey if deemed necessary to
27 facilitate review of the application.
28

29 * * *
30

31 **Sec. 6-59. Approval by planning, zoning and adjustment board ~~commission~~.**

32 No building or other permit otherwise required under the ordinances of the
33 village shall be approved by the ~~community~~ planning and economic development
34 director except upon the granting of site plan and appearance approval by the planning,
35 zoning and adjustment board ~~commission~~, or on appeal, approval by the village
36 council (see section 6-35). The foregoing requirements shall not preclude the issuance
37 of permits without such approval if the ~~community~~ planning and economic
38 development director determines that any of the following apply:
39
40

41 * * *
42

- 43 (4) Any deviations from a valid site plan and appearance approval are
44 minor and not substantial or had been authorized by conditions placed
45 on the site plan and appearance approval. Unless authorized by prior
46 conditions, the following types of deviations may never be considered
47 minor or not substantial: increasing residential density; increasing the
48 horizontal or vertical size of a building; and/or adding land uses that
49 had previously been excluded. The director must document any such

determination with an explanation of why is it was deemed minor or had been authorized. The director must forward this determination to the planning, zoning and adjustment board ~~commission~~, and also to the village council if the site plan and appearance approval had been appealed to or considered by the village council.

Sec. 6-60. Follow-up by community development department.

Upon the granting of site plan and appearance approval, the ~~community~~ planning and economic development director will retain the exterior drawings, sketches, landscape and site plans, renderings and materials upon which such approval was granted to determine, from time to time as the project is in progress and finally upon its completion, that there have been no unauthorized deviations from the evidence upon which the granting of the approval was originally based. The community development department shall not issue a certificate of occupancy or final inspection approval for any building or structure where there have been any unauthorized deviations from the site plan and appearance approval.

Sec. 6-61. Expiration of site plan and appearance approval.

* * *

- (b) No later than three (3) months prior to the expiration of the two-year period, the applicant may request an extension of up to one (1) year to commence development. Such extension may be granted by the ~~community~~ planning and economic development director for good cause shown.

* * *

Section 5. The Village Council hereby amends Article IV, “Abatement of Unsafe or Unsanitary Buildings,” of Chapter 6, “Buildings and Building Regulations,” of the Village Code of Ordinances to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

* * *

Sec. 6-74. Enforcement and right of entry.

- (a) The provisions of this article shall be enforced by the ~~community development~~ building director.
- (b) The ~~community development~~ building director or his/her authorized designee, in accordance with the provisions of this section, may enter any building or premises at all reasonable times to make an inspection or enforce any of the provisions of this article. In cases of emergencies or exigent circumstances where extreme hazards are known to exist, the ~~community development~~ building director may enter the building, structure, or premises at any time.
- (c) When attempting to enter a building, structure or premises that is occupied, the ~~community development~~ building director or his/her authorized designee shall

1 first identify him or herself, display proper credentials and request entry. If the
2 building, structure, or premises is unoccupied, the ~~community development~~
3 building director shall first make a reasonable effort to locate the owner or
4 other persons having charge of the building and request entry. If entry is
5 refused, or if the owner or other persons having charge of an unoccupied
6 building cannot be located, the ~~community development~~ building director shall
7 have recourse to every remedy provided by law to secure entry, including an
8 inspection warrant.
9

- 10 (d) When the ~~community development~~ building director or his/her authorized
11 designee shall have obtained permission to enter, secured an inspection
12 warrant, or obtained another remedy provided by law to secure entry, no person
13 shall fail, after proper credentials are displayed, to promptly permit entry into
14 the building, structure or premises by the ~~community development~~ building
15 director or his/her authorized designee for the purpose of inspection and
16 examination pursuant to this section. Any person violating this section may be
17 prosecuted within the limits of the law.
18

19 **Sec. 6-75. Inspection.**

20
21 The ~~community development~~ building director shall inspect, or cause to be
22 inspected, any building, structure or portion thereof which is or may be unsafe or
23 unsanitary. After the ~~community development~~ building director has inspected or
24 caused to be inspected a building, structure or portion thereof, and has determined that
25 such building, structure or portion thereof is unsafe or unsanitary, he/she shall initiate
26 proceedings to cause the abatement of the unsafe or unsanitary condition by repair,
27 vacation or demolition, or any combination thereof.
28

29 **Sec. 6-76. Violations.**

- 30
31 (a) Whenever the ~~community development~~ building director has determined that
32 such structure, property or portion thereof is unsafe or unsanitary, the
33 ~~community development~~ building director shall prepare a written notice of
34 violation to be issued to the owner of record and all interested parties (defined
35 as any person or entity having a legal or equitable interest in the property by
36 virtue of a mortgage, lien or similar instrument) as identified by a search of the
37 public records in and for Palm Beach County.
38
39 (b) The notice of violation shall contain, but not be limited to, the following
40 information:
41
42 (1) The street address, legal description and property control number of the
43 building, structure or property.
44
45 (2) A statement indicating the building or structure has been declared
46 unsafe or unsanitary by the ~~community development~~ building director,
47 and a summary of the conditions that led to the ~~community~~
48 ~~development~~ building director's determination.
49

1 (3) A statement advising that if the following required action as determined
2 by the ~~community development~~ building director is not commenced
3 within or completed by the time specified, the building will be ordered
4 vacated and posted to prevent further occupancy until the work is
5 completed.

6
7 a. If the building or structure is to be repaired, the notice shall
8 require that all necessary permits be secured and the work
9 commenced within thirty (30) days and continued to
10 completion within such time as the ~~community development~~
11 building director determines.

12
13 b. If the building or structure is to be vacated, the notice shall
14 indicate the time within which vacation is to be completed.

15
16 c. If the building or structure is to be demolished, the notice shall
17 require that all required permits for demolition be secured and
18 that the demolition be completed within such time as
19 determined reasonable by the ~~community development~~
20 building director. If the building is occupied, the notice shall
21 require that the premises be vacated within thirty (30) days.

22 * * *

23
24
25 (5) State that the ~~community development~~ building director may cause the
26 work to be done and after such repair, reconstruction, alteration,
27 removal and/or demolition by or on behalf of the ~~community~~
28 ~~development~~ building director, the village may record a lien against the
29 property in accordance with this article to recover the costs incurred by
30 the village in performing the work.

31 * * *

32
33
34 (c) If a building or structure is not brought into compliance in accordance with the
35 notice or a hearing is not timely requested, a notice of pending administrative
36 action shall be recorded with the county clerk of court, served upon the
37 property owner and other interested parties as indicated below and contain the
38 name of the property owner, the property address and legal description. This
39 notice shall remain until such time as the conditions rendering the building or
40 structure unsafe have been abated. At such time, the ~~community development~~
41 building director shall file a release of the notice of pending administration
42 with the county clerk of court.

43 * * *

44
45
46 **Sec. 6-79. Hearing.**

47 * * *

1 (b) Any interested party entitled to notice may request a hearing before the special
2 magistrate. Such request must be in writing and received by the ~~community~~
3 ~~development~~ building director within fifteen (15) days from the date of service
4 and must contain, at a minimum, the following:
5

- 6 (1) Identification of the building or structure by street address;
- 7
- 8 (2) Legal interest of person requesting the hearing;
- 9
- 10 (3) Statement detailing the issues on which he or she desires to be heard;
- 11
- 12 (4) The legal signature of the person requesting the hearing, his or her
13 telephone number and mailing address.
14

15 Upon timely receipt of the request, the ~~community development~~ building director shall
16 schedule a hearing before the special magistrate as soon as practicable. Written notice
17 of the hearing shall be delivered personally or by certified mail, return receipt
18 requested, to the party requesting the hearing at the address provided in the request.
19

20 * * *

21
22 **Sec. 6-80. Implementation.**
23

24 (a) If no hearing is timely requested as set forth above, the ~~community~~
25 ~~development~~ building director may take action to repair or reconstruct the
26 building, structure or portion thereof and/or to cause the building or structure
27 to be removed or demolished if required by the notice.
28

29 (b) If a hearing is requested, and the special magistrate determines:
30

- 31 (1) That the condition exists as set forth in the notice of violation, and that
32 the remedial action required in the notice has not been voluntarily
33 completed by the property owner, or other legally interested party, the
34 special magistrate shall issue a written order authorizing the
35 ~~community development~~ building director to repair, reconstruct the
36 building, structure or portion thereof and/or to cause the building or
37 structure to be removed or demolished.
38
- 39 (2) That the condition, as set forth in the notice of violation does not exist
40 or has been corrected as required by the notice of violation, the notice
41 of violation shall be dismissed by written order of the special magistrate
42 and the notice of pending administrative action shall be released.
43

44 (c) The ~~community development~~ building director may, upon written request of
45 the property owner, grant an extension of time as the ~~community development~~
46 building director may determine to be reasonable to complete the required
47 remedial action. If the extensions of time, in total, exceed one hundred twenty
48 (120) days, the special magistrate, without further public hearing, must also
49 approve the extension.

1
2 * * *
3

4 **Sec. 6-82. Performance of work.**

5
6 The repair or demolition of an unsafe building or structure as required in the
7 notice by the ~~community development~~ building director or the final decision by the
8 special magistrate shall be performed in an expeditious and workmanlike manner in
9 accordance with the requirements of all applicable codes and accepted engineering
10 practice standards.
11

12 **Sec. 6-83. Recovery of costs.**

13 * * *
14

15
16 (b) The ~~community development~~ building director shall certify the costs borne by
17 the village, as described above, and shall serve such cost certification upon the
18 property owner by certified mail return receipt requested and by first class
19 mail. This cost certification is a demand for payment from the property owner.
20

21 **Sec. 6-84. Imposition of lien.**

22
23 (a) If the owner fails to make payment within thirty (30) days of the issuance of
24 the ~~community development~~ building director's cost certification, the amount
25 of the certified costs shall be assessed by the special magistrate against the
26 affected land and such special assessment shall create and constitute a lien
27 against such land, payable to the village.
28

29 * * *
30

31 **Sec. 6-85. Authority to expend funds.**

32
33 Nothing contained herein shall require the village council to appropriate or
34 expend any funds to carry out the purpose of this section. The authority granted herein
35 is permissive and shall not be construed to impose an obligation on the ~~community~~
36 ~~development~~ building director or the village.
37

38 Section 6. The Village Council hereby amends Article V, "Signs and Outdoor Displays," of
39 Chapter 6, "Buildings and Building Regulations," of the Village Code of Ordinances to read as
40 follows (additional language is underlined and deleted language is ~~stricken through~~):
41

42 * * *
43

44 **Sec. 6-111. General provisions.**

45 * * *
46

47
48 (E) *Variance.*
49

1 * * *

2
3 (3) All applications for variances to regulations established by this article
4 shall be filed with the ~~community~~ planning and economic development
5 director upon a form supplied by the village. The application shall be
6 accompanied by the filing fee established in the master fee schedule
7 adopted annually as part of the village budget.
8

9 * * *

10 **Sec. 6-117. Design, construction, and location standards.**

11 * * *

12
13
14
15 (I) *Sign concept for multiple occupancy complexes.* A sign concept for building
16 wall signs to be placed on multiple occupancy complexes shall be approved
17 prior to a building wall sign being permitted to be constructed, altered or
18 remodeled after the effective date of this code. The sign concept shall be
19 included as a submittal for authorization to erect such a sign and shall be
20 maintained on file in the department of community development. As a
21 minimum, the sign concept shall specify the types, dimensions, placement,
22 colors, and shape of the signs and the style of lettering which shall lend a
23 unified appearance to the signs of the occupants of the complex. The sign
24 concept shall only be modified with the approval of the planning commission
25 upon submission of a revised plan and specifications detailing the revised
26 concept. The term sign concept shall include any master sign plan approval
27 meeting the requirements of this subsection. Permits for building wall signs
28 determined by the ~~community~~ planning and economic development director or
29 the director's designee to be in conformance with the approved sign concept
30 and determined by the building official to be in compliance with all other
31 requirements of this chapter may be issued without additional planning
32 commission review or approval as otherwise required by article III of this
33 chapter.
34
35

36 Section 7. The Village Council hereby amends Article VI, "Impact Fees," of Chapter 6,
37 "Buildings and Building Regulations," of the Village Code of Ordinances to read as follows
38 (additional language is underlined and deleted language is ~~stricken through~~):
39

40 * * *

41
42 **Sec. 6-124. Definitions.**

43
44 The following words, terms, and phrases, when used in this article, shall have
45 the meanings ascribed to them in this section, except where the context clearly
46 indicates a different meaning:
47

48 * * *

1 *Director* means the ~~community development~~ building director or other village
2 employee designated by the director to review applications for building permits that
3 require impact fee payments pursuant to this article.
4

5 * * *

6
7 Section 8. The Village Council hereby amends Article II, "Filling Permit," of Chapter 7, "Fill
8 Permits," of the Village Code of Ordinances to read as follows (additional language is underlined and
9 deleted language is ~~stricken through~~):

10 * * *

11
12 **Sec. 7-18. Application; issuance.**

13
14 (a) Applications for the permit required by this article shall be in writing and
15 directed to the ~~community development~~ building director and shall be
16 accompanied by a surveyor's sketch plan of what is proposed to be done and
17 shall also show the details of any proposed construction, the proposed area to
18 be filled, the area to be dredged for procuring fill materials, if the proposed
19 construction is intended to be created from dredged material, and such other
20 information and data as may be pertinent to the proposed filling.
21

22 * * *

23
24 **Sec. 7-20. Expiration date; renewal; revocation.**

25
26 (a) All permits issued under this article shall be valid for a period of two (2) years
27 from the date thereof, but shall be automatically revoked if the proposed work
28 is not completed within such period except for good cause shown.
29
30 (b) The renewal of any permit prior to sixty (60) days after its expiration may be
31 granted by the ~~community development~~ building director for good cause
32 shown.
33

34 * * *

35
36
37 Section 9. The Village Council hereby amends Article I, "Administration," of Chapter 12.5,
38 "Flood Damage Protection," of the Village Code of Ordinances to read as follows (additional
39 language is underlined and deleted language is ~~stricken through~~):

40 * * *

41
42 **Sec. 12.5-3. Duties and powers of the floodplain administrator.**

43
44 (a) *Designation.* The Village Planner is designated as the Floodplain
45 Administrator or as designated by the ~~Community Development~~ Planning and
46 Economic Development Director. The Floodplain Administrator may delegate
47 performance of certain duties to other employees.
48
49

1 * * *

2
3 Section 10. The Village Council hereby amends Article II, “Garbage, Trash and Refuse,” of
4 Chapter 14, “Health and Sanitation,” of the Village Code of Ordinances to read as follows (additional
5 language is underlined and deleted language is ~~stricken through~~):

6
7 * * *

8
9 **Sec. 14-27. Collection of residential yard waste.**

10
11 * * *

12
13 (d) *Assessment of costs.*

14
15 * * *

16
17 (4) The assessment shall bear interest at the current legal rate of interest per annum
18 as provided by law and shall constitute a lien upon the land from the date of
19 the recording of the assessment. Lien assessments may be enforced by civil
20 action in the appropriate court of competent jurisdiction. The lien shall
21 continue in full force until discharged by payment or otherwise or until settled
22 and released by the ~~community~~ planning and economic development director
23 or the village manager.

24
25 * * *

26
27 Section 11. The Village Council hereby amends Article IV, “Abatement of Public Nuisances on
28 Private Property,” of Chapter 14, “Health and Sanitation,” of the Village Code of Ordinances to read
29 as follows (additional language is underlined and deleted language is ~~stricken through~~):

30
31 * * *

32
33 **Sec. 14-81. Notice of public nuisance; right to request hearing.**

34
35 * * *

36
37 (b) The village's ~~community~~ planning and economic development director or
38 designee is hereby authorized and directed to notify in writing the owner of
39 any property upon which a public nuisance exists, as specified in section 14-
40 80 above. The notice shall detail the nature of the public nuisance, the
41 method(s) of correction, and the date by which corrective action must be
42 completed, which shall be at least ten (10) days from the date of the notice.
43 The notice shall further advise the property owner of the right to request a
44 hearing as specified below, and that the failure to abate the nuisance will result
45 in the village taking corrective action and the assessment of costs and
46 imposition of a lien against the property.

47
48 * * *

1 concrete, and brick paver surfaces shall not show signs of excessive
2 surface deterioration, such as potholes and substantial cracks. All
3 driveways shall be free of mold, mildew and errant vegetation. Stone
4 surface driveways shall be maintained in a neat appearance and
5 bordered. Stone material shall be so maintained as to not spread onto
6 public streets and sidewalks.

7
8 * * *

9
10 Section 13. The Village Council hereby amends Article II, “Abandoned Real Property,” of
11 Chapter 15, “Housing,” of the Village Code of Ordinances to read as follows (additional language is
12 underlined and deleted language is ~~stricken through~~):

13 * * *

14
15 **Sec. 15-14. Registration of abandoned property.**

- 16
17 (a) Any mortgagee who holds a mortgage on real property located within
18 the village that is improved with a residential building shall perform an
19 inspection of the property that is the security for the mortgage upon the
20 issuance of a notice of default and the expiration of any cure period set
21 forth in the mortgage documents. If such property is found to be vacant
22 or shows evidence of vacancy, it shall be deemed abandoned and the
23 mortgagee shall, within ten (10) days of the inspection, register the
24 property with the ~~community~~ planning and economic development
25 director, or his or her designee, on forms provided by the village. A
26 registration is required for each vacant property or dwelling unit within
27 a multi-family dwelling.

28
29 * * *

30
31 Section 14. The Village Council hereby amends Article VII, “Peddlers and Solicitors,” of Chapter
32 17, “Licenses and Miscellaneous Building Regulations,” of the Village Code of Ordinances to read
33 as follows (additional language is underlined and deleted language is ~~stricken through~~):

34
35 * * *

36
37 **Sec. 17-84. Application for permit or license.**

- 38
39 (a) Applicants for issuance of a permit pursuant to this article must file
40 with the ~~community~~ planning and economic development director a
41 sworn application in writing, which shall be accompanied by the
42 application fee established by the village council. The application shall,
43 at a minimum, include the following information:

44
45 * * *

46
47 **Sec. 17-85. Granting or rejecting application.**

1 The community planning and economic development director shall consider
2 each application for a permit filed pursuant to this article and with the consent of the
3 village manager shall either grant or reject such application and give prompt notice of
4 such action to the applicant.

5
6 * * *

7
8 **Sec. 17-88. Limitation on hours for peddling or solicitation.**

9
10 No person holding a permit issued pursuant to this article shall engage in any
11 solicitation or peddling on Sundays and shall only engage in such activities within the
12 hours of 9:00 a.m. and 8:00 p.m. the remainder of week (except by appointment or
13 invitation of the person or occupant of a residence), unless specific authorization to
14 the contrary is first obtained from the community planning and economic development
15 director.

16
17 * * *

18
19 **Sec. 17-92. Revocation of permit.**

20
21 If a permit holder fails to comply with the provisions of this article or the
22 community planning and economic development director subsequently determines
23 that information set forth in the application was false or misleading, the community
24 planning and economic development director with the consent of the village manager
25 may revoke the permit and give prompt notice of such action to the permit holder.

26
27 **Sec. 17-93. Appeal.**

28
29 Any person aggrieved by the action of the community planning and economic
30 development director or village manager in the denial or revocation of a permit as
31 provided by this article shall have the right to appeal to the village council by filing
32 written notice thereof with the village clerk within fourteen (14) days of such denial
33 or revocation and setting forth the grounds for the appeal. The council shall set a time
34 and place for hearing on such appeal and shall so notify the applicant, by mail, not less
35 than five (5) days prior to such scheduled hearing.

36
37 * * *

38
39 Section 15. The Village Council hereby amends Article I, "In General," of Chapter 21, "Planning
40 and Development," of the Village Code of Ordinances to read as follows (additional language is
41 underlined and deleted language is ~~stricken through~~):

42
43 * * *

44
45 **Sec. 21-3. Public notice requirements for development applications and**
46 **approvals.**

47
48 * * *

1 (b) *Mailing requirements.*

2 * * *

3
4
5 (2) All notices shall be provided by first-class mail, unless
6 otherwise required by the ~~community~~ planning and economic
7 development director. Mail notice shall be postmarked no later
8 than the minimum number of calendar days as required in
9 subsection (a) above.

10 * * *

11
12
13 (c) *Posting requirements.*

14
15 (1) The applicant shall provide the signs, subject to the criteria for
16 size and contents established by the ~~community~~ planning and
17 economic development director.

18 * * *

19
20
21 Section 16. The Village Council hereby amends Article IV, “Concurrency Management,” of
22 Chapter 21, “Planning and Development,” of the Village Code of Ordinances to read as follows
23 (additional language is underlined and deleted language is ~~stricken through~~):

24 * * *

25
26
27 **Sec. 21-44. Definitions.**

28 * * *

29
30 *Adequate public facilities determination* means a determination approved by
31 the director of ~~community~~ planning and economic development, pursuant to the terms
32 of this article, that serves as a conditional statement that, based upon existing public
33 facility capacity and planned public facility capacity, adequate public facilities are
34 thought to be available to serve development at the time of the approval of the adequate
35 public facilities determination. A subsequent application for a development permit for
36 development that has been approved based upon adequate public facilities
37 determination shall be required to receive a new adequate public facilities
38 determination, or certificate of concurrency reservation, whichever is appropriate.

39 * * *

40
41
42 *Certificate of concurrency reservation* means a certificate approved by the
43 director of ~~community~~ planning and economic development pursuant to the terms of
44 this article that constitutes proof of adequate public facilities to serve the proposed
45 development. A subsequent application for a development permit for development for
46 which a certificate of concurrency reservation has been approved, shall be determined
47 to have adequate public facilities as long as the development order for which the
48 certificate of concurrency reservation was approved has not expired, and the
49 development is not altered to increase the impact of development on public facilities.

1
2 * * *

3
4 **Sec. 21-47. Regulatory program; review of development to ensure adequate**
5 **public facilities are available.**

6
7 * * *

8
9 (c) *Review to determine public facility adequacy.*

10
11 * * *

12
13 (2) *Rules of general applicability.*

14
15 a. *Timing.* An application for an adequate public facilities
16 determination or a certificate of concurrency reservation
17 may be submitted at any time during the year. Review
18 of the application shall be initiated by the director of
19 community planning and community development
20 pursuant to subsection (c)(4) upon receipt of a complete
21 application. Any application containing false
22 information may be rejected and any adequate public
23 facilities determination or certificate of concurrency
24 reservation issued based upon false information may be
25 revoked.

26
27 * * *

28
29 e. *Effect.*

30
31 3. *Conditional certificate of concurrency*
32 *reservation.* Receipt of conditional certificate of
33 concurrency reservation is a statement that an
34 application for a certificate of concurrency
35 reservation considered in conjunction with a
36 development agreement has been conditionally
37 approved by the director of community
38 planning and economic development because it
39 is demonstrated that (a) existing available public
40 facility capacity up to an amount sufficient to
41 serve the proposed development has been
42 reserved; (b) there is reasonable likelihood that
43 the balance of the public facility capacity needed
44 for the proposed development can be provided
45 pursuant to a development agreement; (c) a
46 request has been made for the consideration and
47 approval of a development agreement
48 concurrent with the application for development
49 permit to accommodate the balance of public

1 facility capacity needs for the proposed
2 development, and (d) final approval of a
3 certificate of concurrency reservation is
4 conditional on the concurrent approval of a
5 development agreement and a development
6 order for the proposed development. When the
7 conditional certificate of concurrency
8 reservation is considered in conjunction with the
9 development agreement and application for
10 development permit and all the public facility
11 component standards of subsection (c)(6) are
12 met, it shall be approved as a certificate of
13 concurrency reservation.
14

15 * * *

16
17 (4) *Procedure for review of application.*
18

19 a. *Submission of application.* An application for either an
20 adequate public facilities determination or a certificate
21 of concurrency reservation shall be submitted at any
22 time during the year, to the department of community
23 development in a form established by the director of
24 ~~community~~ planning and economic development and
25 made available to the public. Review of the application
26 shall be initiated by the director of ~~community-planning~~
27 and economic development pursuant to subsection
28 (c)(2)a. Any application containing false information
29 may be rejected and any adequate public facilities
30 determination or certificate of concurrency reservation
31 issued based upon false information may be revoked.
32

33 b. *Determination of completeness and review.*
34

35 1. *Determination of completeness.* After receipt of
36 an application for certificate of concurrency
37 reservation, the director of ~~community~~ planning
38 and economic development shall determine,
39 within fifteen (15) days of initiation of
40 processing, whether it is complete and includes
41 data necessary to evaluate the application. If it is
42 determined that the application is not complete,
43 written notice shall be served on the applicant
44 specifying deficiencies. The director of
45 ~~community~~ planning and economic
46 development shall take no further action on the
47 application unless the deficiencies are remedied.
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2. *Review and recommendation of village departments and service providers.* When the director of community planning and economic development determines the application is complete, the application shall be forwarded to village departments and service providers for review. Within fifteen (15) days, the village departments and service providers shall provide a statement as to whether or not adequate public facilities are available, pursuant to the standards of subsection (c)(5) or (c)(6), whichever is appropriate.

3. *Decision to issue or deny.*

(a) *Adequate public facilities determination.* Upon receipt of a statement from the village departments and service providers regarding an application for an adequate public facilities determination, the director of community planning and economic development shall review the statements and the application within ten (10) days, and determine if it complies with all the public facility component standards of subsection (c)5. If the application complies with all of the public facility component standards in subsection (c)(5), the director of community planning and economic development shall issue an adequate public facilities determination.

(b) *Certificate of concurrency reservation.* Upon receipt of a statement from the village departments and service providers regarding the application for a certificate of concurrency reservation, the director of community planning and economic development shall review the statements and the application within ten (10) days, and determine if it complies with all the public facility component standards of subsection (c)(6). If the director determines that the application complies with all of the public facility component standards of subsection (c)(6), the director of community

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planning and economic development
shall recommend that the planning,
zoning and adjustment board
~~commission~~ review and recommend to
the village council that the council issue
a certificate of concurrency reservation.
If the director of ~~community~~planning
and economic development or the
planning, zoning and adjustment board
~~commission~~ or the village council
determines that an application fails to
meet any one (1) of the public facility
component standards of subsection
(c)(6), the applicant shall be notified of
such deficiency, and may, in the case of
a certificate of concurrency reservation,
remedy the application through a
development agreement or other means
within ninety (90) days. If during the
ninety-day period, the applicant resolves
the deficiencies, the application shall be
reconsidered by the village council and
approved, approved with conditions, or
denied, consistent with the standards in
subsection (c)(6). In the case of a
conditional certificate of concurrency
reservation, the applicant may request
approval of conditional certificate of
concurrency reservation. A conditional
certificate of concurrency reservation
shall be approved by the village council
if it is demonstrated that:

* * *

Section 17. The Village Council hereby amends Article V, “Stormwater Management,” of Chapter
21, “Planning and Development,” of the Village Code of Ordinances to read as follows (additional
language is underlined and deleted language is ~~stricken through~~):

* * *

Sec. 21-70. Water quality

(a) *Definitions.*

* * *

(2) *Director:* The director of ~~community~~ planning and economic
development

1
2 * * *
3

4 (c) *Construction site runoff.* To protect and preserve water quality, Best
5 Management Practices (BMPs) for construction site runoff shall be
6 employed. During construction projects involving a substantial
7 improvement, or for parcels one acre or larger, or when deemed
8 necessary by the ~~Community~~ Planning and Economic Development
9 Director, projects shall provide a stormwater pollution prevention plan
10 or an equivalent document. The stormwater pollution prevention plan
11 shall include the installation of erosion and sediment controls,
12 including a silt fence and crushed rock to stabilize areas used for
13 mobilization. The construction site operator is required to take
14 corrective action as needed and conduct inspections of the stormwater
15 pollution controls every seven (7) days or when one-half inch (0.5") or
16 greater of rainfall occurs within a twenty-four (24) hour period. All
17 controls shall be consistent with the performance standards for erosion
18 and sediment control contained in the Erosion and Sediment Control
19 Designer and Reviewer Manual prepared by the Florida Department of
20 Transportation and the Florida Department of Environmental
21 Protection, as well as the Village's Erosion and Sediment Control
22 Policy.
23

24 Section 18. The Village Council hereby amends Article VI, "Archaeological Site Protection
25 Regulations," of Chapter 21, "Planning and Development," of the Village Code of Ordinances to read
26 as follows (additional language is underlined and deleted language is ~~stricken through~~):
27

28 * * *
29

30 **Sec. 21-104. - Development subject to archaeological review.**

31
32 Development shall be subject to this article as follows:

33
34 (a) *Previously unidentified archaeological sites discovered during*
35 *development.* When one or more artifacts of human skeletal or
36 fossilized remains or non-human vertebrate fossils are found on a site
37 during development, all development activity directly over the find
38 shall cease. The following procedure shall apply:
39

40 * * *
41

42 (3) Within three (3) working days, the archaeologist consultant to
43 the village shall inspect and evaluate the site for the purpose of
44 determining whether artifacts or human skeletal or fossilized
45 remains or non-human vertebrate fossils are located on a site. If
46 the qualified archaeologist determines a significant
47 archaeological resource is on site or likely to be on site, the
48 director of the ~~community~~ planning and economic development
49 ~~department~~ shall issue an order suspending construction and

1 define the area where the order suspending construction applies,
2 based upon the archaeologist's assessment. Such order does not
3 have the effect of a stop work order and shall not stop
4 construction activity not directly impacting the defined
5 potential archaeological site;

- 6
7 (4) The archaeologist consultant shall evaluate the significance of
8 the archaeological find and send a written archaeological
9 evaluation report to the property owner and director of ~~the~~
10 community planning and economic development ~~department~~
11 within seven (7) working days from issuance of the suspension
12 order; and
13

14 * * *

15
16 Section 19. The Village Council hereby amends Article II, "Work Performed Within Rights-of-
17 Way," of Chapter 24, "Streets, Sidewalks and Public Places," of the Village Code of Ordinances to
18 read as follows (additional language is underlined and deleted language is ~~stricken through~~):
19

20 * * *

21
22 **Sec. 24-22. - Permit revocation and penalties.**

23 * * *

- 24
25
26 (b) *Other Fines.* Where a permittee fails to comply with other conditions
27 of the permit, including but not limited to: failure to post the permit,
28 failure to remove "red-tagged" barricades and/or signage within the
29 twenty-four (24) hour period, where an emergency does not exist, the
30 community planning and economic development director, or designee,
31 shall cause the permittee to be served by certified mail or hand delivery,
32 or as otherwise provided by state law, at the permittee's business
33 address as disclosed in the application for the permit, a notice of permit
34 violation and intent to fine. The notice shall include the facts or
35 circumstances that warrant the intended fine. Fines to be charged shall
36 be established by resolution of the village council. The permittee shall
37 be given adequate opportunity to request a prior administrative hearing
38 before the code enforcement special magistrate.
39

40 Section 20. The Village Council hereby amends Article II, "Generally," of Appendix C (Chapter
41 45) of the Village Code of Ordinances to read as follows (additional language is underlined and
42 deleted language is ~~stricken through~~):
43

44 * * *

45
46 **Sec. 45-16.1. Similar uses.**

- 47
48 (a) The ~~community~~ community planning and economic development director shall determine
49 which uses proposed within a commercial or mixed-use zoning district have

1 substantially the same characteristics as a use specifically listed as a permitted
2 use. Proposed uses with characteristics that are similar to a permitted use, but
3 not substantially the same, may be established only upon written application to
4 the community development director for a special use permit.
5

6 (b) In evaluating an application for a special use permit for the establishment of a
7 similar use, the ~~community~~ planning and economic development director shall,
8 in consultation with other village departments, consider the characteristics of
9 the proposed use, including, but not limited to, size, intensity, density,
10 operating hours, demands for public facilities, traffic impacts and business
11 practices.
12

13 (c) Upon review and evaluation of the application, the ~~community~~ planning and
14 economic development director shall present his or her recommendation to the
15 village council for final consideration on the next available council agenda.
16 * * *

17
18 (f) If the conditions imposed by the special use permit are not met, the ~~community~~
19 planning and economic development director may revoke the permit. A permit
20 holder may appeal the revocation of a special use permit by filing an appeal,
21 in writing, to the Planning Commission within thirty (30) days of receipt of
22 written notice of revocation.
23

24 **Sec. 45-16.2. Special exception uses.**

25 * * *

26
27
28 (e) *Procedure.*

29
30 (1) The special exception use shall be subject to preliminary review by the
31 community development department. Once the ~~community~~ planning
32 and economic development director certifies that the application is
33 complete, the director shall forward it to the planning commission for
34 a public hearing.
35

36 (2) The planning, zoning and adjustment board ~~commission~~ shall review
37 the application and forward a recommendation of approval, approval
38 with conditions or denial to the village council. If the special exception
39 request was included with a site plan and appearance application, the
40 planning commission shall forward the complete application to the
41 village council for final decision.
42

43 * * *

44
45 **Sec. 45-20. Adult entertainment establishment.**

46 * * *

47
48
49 (4) *Prohibited locations.*

1
2 (b) In addition to the distance requirements set forth in subsection (a), an adult
3 entertainment establishment shall not be allowed to open, exist or do business
4 anywhere except in the C-S and C-G zoning district where adult entertainment
5 establishments are an expressly permitted use subject to review by the village
6 director of community planning and economic development for conformance
7 with the requirements of the village's land development regulations.
8

9 * * *

10 **Sec. 45-25. Reasonable accommodation procedure.**

11 * * *

12 (c) *Procedure.*

13 * * *

14
15
16
17
18
19 3. The Community Planning and Economic Development Director, or
20 his/her designee, shall have the authority to consider and make a
21 recommendation to the Village Council on requests for reasonable
22 accommodation. The Community Planning and Economic
23 Development Director, or his/her designee, shall issue a written
24 recommendation within forty-five (45) calendar days of the date of
25 receipt of a completed application and may recommend:

- 26
27 a. Granting the accommodation request;
28 b. Granting a portion of the request and denying a portion of the
29 request, and/or imposing conditions upon the grant of the
30 request; or
31 c. Denying the request.

32
33 If reasonably necessary to reach a recommendation on the request for
34 reasonable accommodation, the Community Planning and Economic
35 Development Director, or his/her designee, may, prior to the end of said
36 forty-five-day period, request additional information from the
37 requesting party, specifying in sufficient detail what information is
38 required. The requesting party shall have fifteen (15) calendar days
39 after the date of the request for additional information to provide the
40 requested information. In the event a request for additional information
41 is made, the forty-five-day period to issue a written recommendation
42 shall no longer be applicable, and the Community Planning and
43 Economic Development Director, or his/her designee, shall issue a
44 written recommendation within thirty (30) calendar days after receipt
45 of the additional information. If the requesting party fails to provide the
46 requested additional information within said fifteen-day period, the
47 Community Planning and Economic Development Director, or his/her
48 designee, shall issue a written notice advising that the requesting party
49 has failed to timely submit the additional information, and therefore the

1 request for reasonable accommodation shall be deemed abandoned
2 and/or withdrawn and no further action by the Village with regard to
3 said reasonable accommodation request shall be required.
4

5 Once the written recommendation is complete, the ~~Community~~
6 Planning and Economic Development Director shall request that the
7 Village Manager place the matter on the next available Village Council
8 agenda. Along with the written recommendation, the ~~Community~~
9 Planning and Economic Development Director shall provide the
10 Village Council with copies of all materials considered by the
11 ~~Community~~ Planning and Economic Development Director, including,
12 but not limited to, all materials submitted by the requesting party. Other
13 than public comment, no testimony or additional evidence shall be
14 submitted to the Village Council at the public meeting. The Village
15 Council shall, after due consideration of the ~~Community~~ Planning and
16 Economic Development Director's written recommendation and all
17 other materials submitted and considered by the ~~Community~~ Planning
18 and Economic Development Director, enter a final written
19 determination accepting, accepting with modification or rejecting the
20 ~~Community~~ Planning and Economic Development Director's written
21 recommendation.
22

23 The notice of determination shall be sent to the requesting party (i.e.,
24 the disabled individual, the qualifying entity or the individual's or
25 entity's representative) by certified mail, return receipt requested.
26 Notice shall be deemed complete when deposited in the U.S. Mail.
27

28 4. In determining whether the reasonable accommodation request shall be
29 granted or denied, the requesting party shall be required to establish
30 that they are protected under the FHA, ADA or other applicable state
31 or federal regulation by demonstrating that they are handicapped or
32 disabled, as defined in the FHA, ADA or other state or federal
33 regulation. Although the definition of disability is subject to judicial
34 interpretation, for purposes of this section the disabled individual must
35 show:
36

- 37 a. A physical or mental impairment which substantially limits one
38 (1) or more major life activities; and
- 39 b. A record of having such impairment; or
- 40 c. That they are regarded as having such impairment.

41
42 The requesting party shall further demonstrate that the proposed
43 accommodations being sought are reasonable and necessary to afford
44 handicapped/disabled persons equal opportunity to use and enjoy
45 housing. The foregoing (as interpreted by the courts), as well as the
46 applicant's ability to demonstrate compliance with the requirements set
47 forth in subsection (c)(2) above (where applicable) shall be the basis
48 for the ~~Community~~ Planning and Economic Development Director's

1 recommendation and the Village's Council determination on the
2 reasonable accommodation request.

3
4 * * *

5
6 Section 21. The Village Council hereby amends Article III, "District Regulations," of Appendix
7 C (Chapter 45) of the Village Code of Ordinances to read as follows (additional language is
8 underlined and deleted language is ~~stricken through~~):
9

10 **Sec. 45-27. R-1 single-family dwelling district.**

11
12 * * *

13
14 G. *Off street parking regulations.* At least one parking space measuring at least
15 nine (9) feet by eighteen (18) feet (one hundred sixty-two (162) square feet)
16 shall be provided. All parking spaces shall consist of a durable surfaced area
17 as approved by the community planning and economic development director,
18 and may be enclosed in the dwelling, in an accessory building or in an
19 unenclosed area or a driveway. All vehicles parking on a lot must be parked on
20 a durable surface.

21
22 H. *Accessory structures.* One detached automobile garage and one open-air
23 pavilion may be constructed on any lot within the R-1 single-family dwelling
24 district provided that all requirements of this chapter are met. Open air
25 pavilions shall be subject to the following additional conditions and
26 restrictions:
27

28 * * *

29
30 7. *Design.*

31 * * *

32
33
34 (b) At the request of a property owner, the community planning and
35 economic development director may approve the use of
36 different building materials or alternate architectural themes or
37 styles when such materials, themes or styles are complementary
38 to the main or principal building.

39
40 (c) Should the community planning and economic development
41 director deny the request for different building materials or
42 alternate architectural themes or styles, a property owner may
43 appeal this decision to the planning, zoning and adjustment
44 board ~~commission~~ by submitting a written request for a hearing
45 to the community planning and economic development director
46 within thirty (30) calendar days of the date of the determination.
47 The appeal shall be placed on the next available agenda and the
48 decision of the planning commission shall be final, subject only
49 to judicial review by writ of certiorari.

1
2 * * *
3

4 **Sec. 45-34.1. C-3 regional business district.**

5
6 * * *
7

8 (10) *Special C-3 planned unit development (PUD) provisions.* It is the intention of
9 the village to provide a mechanism and process to promote the redevelopment
10 of the obsolete and underutilized areas of the C-3 zoning district with large-
11 scale, master-planned projects that promote: a mix of uses; connectivity;
12 pedestrian-oriented development; removal of surface parking; creation of
13 public/civic gathering spaces; and shopping, entertainment, and restaurant uses
14 within the form of an urban neighborhood incorporating residential
15 development as an integral use. These projects promote the economic and
16 redevelopment goals of the village, and the village has created these planned
17 unit development (PUD) provisions to facilitate these goals. The development
18 regulations applicable within the PUD are not permitted or allowed by right
19 and shall only apply if the village council determines that each of the threshold
20 criteria is met. Properties located in the C-3 zoning district that do not meet the
21 threshold criteria set forth below may utilize the general PUD provisions
22 of section 45-35.1 of this code as set forth in section 45-35.1(D). Properties
23 located in the C-3 zoning district that do meet each of the threshold criteria
24 below may, at the option of the property owner, utilize the following special
25 PUD regulations:

26
27 * * *
28

29 d. *Application procedures.* PUD applications made under this section
30 shall be accompanied by the applicable fee and shall contain the
31 following:

32 * * *
33

34
35 8. Conceptual architecture elevations and/or renderings and any
36 other information requested by the community planning and
37 economic development director.
38

39 * * *
40

41 **Sec. 45-35.1. Planned unit development.**

42 * * *
43

44
45 VI. *Effect of approval of village council.* The approval of the application by the
46 village council shall allow the building official to issue a building permit in
47 conformity with the application as approved. This permit shall specify with
48 particularity the exact modifications to the provisions of this chapter which
49 have been approved by the village council. The holder of this permit may then

1 proceed with his project in conformity with said permit. No deviations from
2 the conditions of the permit shall be allowed except those which shall be in
3 conformity with the basic provisions of this ordinance as they apply to the
4 zoning district in which the project is located. The ~~e~~community planning and
5 economic development director may adjust a modification to the provisions of
6 this chapter only if the adjustment had been authorized by conditions that the
7 Village Council placed on the planned unit development approval.
8

9 * * *

10 **Sec. 45-36. General provisions.**

11 * * *

12 Q. *Outdoor seating.*

13 * * *

14
15 (6) *Special requirements for the C-MU and C-3 zoning districts.* In the C-
16 MU and C-3 zoning districts only, the preceding requirements for
17 outdoor seating are modified as follows:
18

19 * * *

20 c. Outdoor seating may be provided ~~on~~ in an area designated for
21 parking and/or loading without providing additional parking
22 spaces. However, permission for such outdoor seating would be
23 on a provisional basis and would be subject to revocation as
24 follows:

25 i. Permission may be revoked by the ~~e~~community planning
26 and economic development director if there is evidence
27 that the permission is contributing to spillover parking
28 on nearby properties.
29

30 * * *

31 U. *Use of portable storage containers and roll-off dumpsters in all zoning*
32 *districts.*

33 * * *

34 (5) *Length of time.*

35 * * *

36 c. If ongoing construction continues on the property past one
37 hundred and eighty (180) consecutive days, the permit holder
38 for a roll-off dumpster may request one or more extensions of
39
40
41
42
43
44
45
46
47
48
49

1 time of up to ninety (90) consecutive days each. For the purpose
2 of this section, ongoing construction means construction-
3 related activities are being carried out on a continuing basis
4 pursuant to a valid permit, with regularly scheduled successful
5 inspections. The ~~community~~ planning and economic
6 development director may revoke a permit at any time if the
7 director determines that ongoing construction is no longer
8 occurring on the property. The property owner may challenge
9 the director's revocation of a permit or any extension thereof by
10 requesting a hearing before the code enforcement special
11 magistrate.

12 * * *

13
14
15 **Sec. 45-37. Historic site overlay district.**

16 * * *

17
18
19 C. *Creation of local register of historic sites.* A local register of historic sites is
20 hereby created as a means of identifying and classifying various sites,
21 buildings, structures, objects and districts as historic and/or architecturally
22 significant. The local register will be kept by the director of ~~community~~
23 planning and economic development.

24 * * *

25
26
27 H. *Certificate of appropriateness.*

28
29 1. *When required.*

30 * * *

31
32
33 b. For each of the regulated work items listed below, the following
34 applies.

35
36 i. *Ordinary maintenance.* If the work constitutes
37 "ordinary maintenance" as defined in this code, the
38 work may be done without a certificate of
39 appropriateness.

40
41 ii. *Staff approval.* If the work is not "ordinary
42 maintenance," but will result in the "original
43 appearance" as defined in this code, the certificate of
44 appropriateness may be issued by the director of
45 ~~community~~ planning and economic development.

46
47 **Sec. 45-38. I-1 light industrial district.**

48 * * *

1
2 D. *Supplemental use regulations for select permitted or special exception uses.*
3 Permitted or special exception uses in the I-1 district shall be subject to the
4 following conditions:

5
6 * * *

7
8 13. Film production studio:

9
10 * * *

11
12 b. *Film permit:* Prior to commencement of any regulated activity
13 related to the production of a film within the Village, a film
14 permit shall be issued by the Director of the Palm Beach County
15 Film and Television Commission. The duration of the permit
16 shall not exceed twenty-four (24) months without approval of
17 the Community Planning and Economic Development Director.

18
19 * * *

20
21 J. *Off-street parking and loading regulations.*

22
23 * * *

24
25 2. *Parking spaces required.* For each of the uses permitted in subsection
26 C., the Community Planning and Economic Development Director or
27 his or her designee shall determine, prior to the submittal of a site plan
28 application, which of the following general categories of parking
29 spaces requirements shall apply to a specific development concept:

30
31 * * *

32
33 Section 22. The Village Council hereby amends Article VI, “Rezoning; Variances; Waivers;
34 Administrative Appeals,” of Appendix C (Chapter 45) of the Village Code of Ordinances to read as
35 follows (additional language is underlined and deleted language is ~~stricken through~~):

36
37 * * *

38
39 **Sec. 45-50. Variances.**

40
41 * * *

42
43 (2) *Variance application process.*

44
45 a. *Generally.* Upon receipt of an application for a variance, the
46 community planning and economic development director shall
47 schedule the variance for review and processing. Variances shall be
48 processed and noticed pursuant to section 23-3.
49

1
2 * * *
3

4 SECTION 1. BASIS FOR APPEARANCE PLAN

5
6 * * *
7

8 The Appearance Plan is administered through the Office of the North Palm Beach
9 director of ~~community~~ planning and economic development. In 1977, the Planning
10 Commission began serving as the Appearance Board and continues to act upon matters
11 relating to appearance as authorized by the Appearance Plan and Code.
12

13 * * *
14

15 Section 25. As previously adopted by Section 5 of Ordinance No. 2023-18, all references in the
16 Village Code of Ordinances to the Planning Commission, to the extent not expressly modified herein,
17 shall be amended to reference the Planning, Zoning and Adjustment Board.
18

19 Section 26. The provisions of this Ordinance shall become and be made a part of the Code of the
20 Village of North Palm Beach, Florida.
21

22 Section 27. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
23 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
24 holding shall not affect the remainder of this Ordinance.
25

26 Section 28. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
27 herewith are hereby repealed to the extent of such conflict.
28

29 Section 29. This Ordinance shall take effect immediately upon adoption.
30

31 PLACED ON FIRST READING THIS ____ DAY OF _____, 2026.
32

33 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
34 2026.
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

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES TO RECOGNIZE THE REORGANIZATION AND DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND CLARIFY THE DUTIES OF EACH DIRECTOR; AMENDING ARTICLE III, "ADMINISTRATIVE CODE," OF CHAPTER 2, "ADMINISTRATION" BY AMENDING SECTIONS 2-40 AND 2-111; AMENDING ARTICLE III, "CONSTRUCTION REQUIREMENTS," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," BY AMENDING SECTION 5-72; AMENDING ARTICLE III, "APPEARANCE CODE," ARTICLE IV, "ABATEMENT OF UNSAFE OR UNSANITARY BUILDINGS," ARTICLE V, "SIGNS AND OUTDOOR DISPLAYS," AND ARTICLE VI, "IMPACT FEES," OF CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING SECTIONS 6-56, 6-59, 6-60, 6-61, 6-74, 6-75, 6-76, 6-79, 6-80, 6-82, 6-83, 6-84, 6-85, 6-111, 6-117, AND 6-124; AMENDING ARTICLE II, "FILLING PERMIT," OF CHAPTER 7, "FILL PERMIT," BY AMENDING SECTIONS 7-18 AND 7-20; AMENDING ARTICLE I, "ADMINISTRATION," OF CHAPTER 12.5, "FLOOD DAMAGE PROTECTION," BY AMENDING SECTION 12.5-3; AMENDING ARTICLE II, "GARBAGE, TRASH AND REFUSE," AND ARTICLE IV, "ABATEMENT OF PUBLIC NUISANCES ON PRIVATE PROPERTY," OF CHAPTER 14, "HEALTH AND SANITATION," BY AMENDING SECTIONS 14-27, 14-81, 14-82, AND 14-83; AMENDING ARTICLE I, "PROPERTY MAINTENANCE STANDARDS," AND ARTICLE II, "ABANDONED REAL PROPERTY," OF CHAPTER 15, "HOUSING," BY AMENDING SECTIONS 15-3 AND 15-14; AMENDING ARTICLE VII, "PEDDLERS AND SOLICITORS," OF CHAPTER 17, "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," BY AMENDING SECTIONS 17-84, 17-85, 17-88, 17-92, AND 17-93; AMENDING ARTICLE I, "IN GENERAL," ARTICLE IV, "CONCURRENCY MANAGEMENT," AND ARTICLE V, "STORMWATER MANAGEMENT," OF CHAPTER 21, "PLANNING AND DEVELOPMENT," BY AMENDING SECTIONS 21-3, 21-44, 21-47, 21-70, AND 21-104; AMENDING ARTICLE II, "WORK PERFORMED WITHIN RIGHTS-OF-WAY," OF CHAPTER 24, "STREETS, SIDEWALKS AND PUBLIC PLACES," BY AMENDING SECTION 24-22; AMENDING ARTICLE II, "GENERALLY," ARTICLE III, "DISTRICT REGULATIONS," ARTICLE VI, "REZONINGS; VARIANCES; WAIVERS; ADMINISTRATIVE APPEALS," AND ARTICLE VIII, "LANDSCAPING," OF APPENDIX C (CHAPTER 45), "ZONING," BY AMENDING SECTIONS 45-16.1, 45-16.2, 45-20, 45-25, 45-27, 45-34.1, 45-35.1, 45-36, 45-37, 45-38, 45-50, 45-51, AND 45-82; AMENDING APPENDIX A, "APPEARANCE PLAN," BY AMENDING SECTION I, "BASIS FOR APPEARANCE PLAN;" AMENDING THE VILLAGE CODE TO CHANGE ALL CODE REFERENCES FROM THE PLANNING COMMISSION TO THE PLANNING, ZONING AND ADJUSTMENT BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the Village hereby publishes the following information:

1. Summary of the proposed ordinance: The proposed Ordinance amends the Village Code to recognize the renaming of the Building and Zoning Department to the Community Development Department with two Department Directors (Building Director and Planning and Economic Development Director) and assign the duties of the former Community Development Director.

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

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

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

**BACKUP INFORMATION FOR THE
FOLLOWING AGENDA ITEM WILL
BE UPDATED AND/OR PROVIDED
BEFORE THE COUNCIL MEETING.**

VILLAGE OF NORTH PALM BEACH
[COMMUNITY DEVELOPMENT DEPARTMENT]

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Valentino Perez, Building Director, Alondra Lopez-Mojica, Planner
DATE: January 22, 2026
SUBJECT: **RESOLUTION – [Minor PUD Amendment-11000 Ellison Wilson Road]**

A request from Leslie Downs of the Board of Trustees of the Benjamin Private School, Inc., property owner, for a Minor PUD Amendment proposing new signage and shade sails. This is an amendment to the previously approved Major Modification to the existing Planned Unit Development (PUD).

The proposed signage is a 72” by 109” internally illuminated aluminum monument sign to replace existing sign at the intersection of US1 and McLaren on the southeast corner of the old bank property located at 11011 US Hwy 1, and the addition of the proposed 4-shade sails. (PCN’s: 68-43-42-04-10-008-0030 and 68-43-42-04-10-008-0043).

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Resolution approving a minor PUD amendment to The Benjamin School Planned Unit Development proposing new signage and 4-shades sails.

MARK E. RAYMOND

ATTORNEY AT LAW

4360 NORTHLAKE BOULEVARD
SUITE 204
PALM BEACH GARDENS, FL 33410
Tel: 561.775.8440
Fax: 561.775.8442
mark.raymond@mraymondlaw.com

December 26, 2018

To whom it may concern

Re: The Benjamin Private School, Inc.

Ladies and Gentlemen:

The Benjamin Private School, Inc. was created pursuant to Florida Statutes Chapter 623, the "Private School Corporation Law of 1959." Pursuant to this law, private school corporations may be created by a charter issued by a Circuit Court judge. A copy of the charter of The Benjamin Private School is attached to this letter.

Unlike not-for-profit corporations that are created pursuant to Chapter 617, the "Florida Not for Profit Corporation Act," Chapter 623 corporations such as The Benjamin Private School do not have articles of incorporation and are not registered with the Secretary of State, nor do they file annual reports with the Secretary of State.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark E. Raymond", with a long, sweeping flourish extending to the right.

Mark E. Raymond



Prepared by and after recording
return to:
Mark H. Dahlmeier, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
505 South Flagler Drive
Suite 1100
West Palm Beach, Florida 33401

CFN 20130063078
OR BK 25783 PG 0096
RECORDED 02/08/2013 16:01:10
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0096 - 104; (9pgs)

WILL CALL #85

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

Case No. 502013 CA 001406 XXXX MB-AN

IN RE:

CHARTER OF THE BENJAMIN PRIVATE
SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL

CHAIRMAN/PRESIDENT'S AND SECRETARY'S CERTIFICATE
OF RESOLUTIONS APPROVING
SECOND AMENDED AND RESTATED CHARTER
OF
THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FLORIDA
2013 JAN 30 AM 9:20
FILED

We, the undersigned, being the Chairman/President and Secretary, respectively, of THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL (the "School"), a private school corporation incorporated under the Private School Corporation Law of 1959, Florida Statutes, Chapter 623, do hereby certify that the following resolutions were duly and unanimously adopted by the Members of the School at a regular meeting thereof held on December 18, 2012 in accordance with the School's by-laws, and that said resolutions are in full force and effect and have not been rescinded or modified:

WHEREAS, the Restated Charter of the School, dated December 17, 1993, was duly recorded January 27, 1994, in Official Record Book 8095, Page 1906, of the Public Records of Palm Beach County, Florida (the "Charter"); and

WHEREAS, in accordance with Article XI of the Charter and Florida Statutes, Section 623.04, the Members of the School have deemed it to be in the best interests of the School to further amend and restate the Charter as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with Article XI of the Charter and Florida Statutes, Section 623.04, the Charter is hereby amended and restated as hereinafter provided in this Second Amended and Restated Charter of The Benjamin Private School, Inc. d/b/a The Benjamin School (this "Amendment"):

SECOND AMENDED AND RESTATED CHARTER
OF
THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL

THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL (the "School") is a private school corporation incorporated under the Private School Corporation Law of 1959, Florida Statutes, Chapter 623. The Restated Charter of the School, dated December 17, 1993, was duly recorded January 27, 1994, in Official Record Book 8095, Page 1906, of the Public Records of Palm Beach County, Florida (the "Charter"). In accordance with Article XI of the Charter and Florida Statutes, Section 623.04, the Members of the School desire to amend and restate the School's Charter, in its entirety, as follows:

ARTICLE I.
NAME

The name of the corporation is THE BENJAMIN PRIVATE SCHOOL, INC. The School has previously filed a fictitious name affidavit so that it shall be known as and operated as THE BENJAMIN SCHOOL.

ARTICLE II.
GEOGRAPHIC AREA

The geographic area in which the School will operate its school is Palm Beach County, Florida.

ARTICLE III.
PRINCIPAL OFFICE

The principal office of the School will be located in the County of Palm Beach, State of Florida.

**ARTICLE IV.
TERM OF EXISTENCE**

The School shall have perpetual existence.

**ARTICLE V.
OBJECTS AND PURPOSES**

The School is organized as a non-profit eleemosynary institution exclusively for the education of its students. The purpose of the School is to provide a challenging college preparatory education to a diverse student body in a structured, nurturing community environment. The School motivates students to master the skills of learning, communicating and evaluating choices, and encourages them to grow intellectually, socially, morally, aesthetically, and physically to their fullest individual potential. The School inspires its students to develop a coherent set of values that includes love of learning, personal responsibility, self-motivation, concern for others and a commitment to serve society. The School is dedicated to sound scholarship and is accredited by an appropriate accrediting agency. Students will be admitted without regard to race, creed, color, religion, disability or economic situation. The School shall not carry on any activities proscribed under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future law pertaining to educational organizations exempt from Federal income tax.

**ARTICLE VI.
QUALIFICATION OF MEMBERS**

The membership of the School shall be composed of persons who have been approved for membership as provided in the by-laws of the School. Members may be changed from time to time in the manner provided in the by-laws of the School without the necessity of amending this Charter.

**ARTICLE VII.
CHARTER MEMBERS**

The names and addresses of the Charter Members, as of the date of the Restated Charter recorded January 27, 1994 in Official Record Book 8095, Page 1906, of the Public Records of Palm Beach County, Florida, are as set forth in Article VII of said Restated Charter. Since said date, the identity of the Members has changed from time to time, consistent with Article VI above, in the manner provided in the by-laws of the School.

ARTICLE VIII. TRUSTEES

The control of the School shall be vested in a Board consisting of at least five Trustees (referred to as directors in Florida Statutes, Section 623.12) who shall be elected, for a term as specified in the by-laws of the School, by a majority vote of the Members present at the annual meeting of the Members, all in accordance with the procedures specified in said by-laws. The identity of the Trustees comprising the Board will change from time to time in accordance with the procedures specified in the by-laws, without the necessity of amending this Charter. The number of Trustees may be increased or decreased from time to time as provided in the by-laws without the necessity of amending this Charter, but the number shall not be less than five. The terms of service of the Trustees shall be as provided in the by-laws.

ARTICLE IX. OFFICERS

Section 1. The Board of Trustees, by a majority vote of those present at a meeting of the Board of Trustees, shall annually elect the following officers whose duties, in addition to those prescribed by the by-laws, shall be as follows:

a) Chairman/President - who shall be the chief executive officer of the School, who shall preside at all meetings of the members and of the Board of Trustees, and who shall perform such other duties as may be prescribed by the by-laws or directed by the Board of Trustees.

b) Vice Chairman/Vice President - who in the absence or inability of the Chairman/President to perform her or his duties shall act as Chairman/President for the duration of such absence or inability and who shall perform such other duties as may be prescribed by the by-laws or directed by the Board of Trustees.

c) Secretary - who shall keep the minutes of all meetings of the School and other records of the School and who shall perform such additional duties as may be prescribed by the by-laws or directed by the Board of Trustees.

d) Treasurer - who shall receive and keep all School funds and securities; keep all accounts and records of the School; examine, audit, adjust and settle all accounts of the School; and perform such other duties as may be prescribed by the by-laws or directed by the Board of Trustees.

e) Such other officers as may be prescribed by the by-laws or directed by the Board of Trustees.

Section 2. The names and addresses of the officers who shall manage the affairs of the School until the next election of officers are as follows:

<u>Name:</u>	<u>Office:</u>	<u>Address:</u>
Joseph W. O'Connor	Chairman/ President	11047 Old Harbour Road North Palm Beach, FL 33410
Thomas C. Frankel	Vice Chairman/ Vice President	280 El Pueblo Way Palm Beach, FL 33480
Charles Barker	Treasurer	2330 Seven Oaks Lane Palm Beach Gardens, FL 33410
Linda G. Reichel	Secretary	690 High Flyer S. Palm Beach Gardens, FL 33418

The identity of the officers will change from time to time in accordance with the procedures specified in the by-laws, without the necessity of amending this Charter.

ARTICLE X. BY-LAWS

Section 1. An affirmative vote of the majority of the entire Board of Trustees, at any meeting of the Board called upon at least five (5) days' notice, may make such by-laws for the conduct of School business and the carrying out of School purposes as they may deem necessary from time to time.

Section 2. The by-laws may be amended, altered or rescinded in the same manner as they may be made.

ARTICLE XI. AMENDMENTS

When the Members of the School at a regular or special meeting held in accordance with its by-laws shall approve a resolution providing an amendment to this Charter, a copy of such resolution certified by the Chairman/President and Secretary shall be presented to the Judge of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and if she or he finds the amendment to be proper in form and substance then she or he shall endorse her or his approval thereon and the same shall be recorded by the Clerk of the Circuit Court of the Fifteenth Judicial Circuit

in and for Palm Beach County, Florida, and the amendment shall be effective from the date of record.

ARTICLE XII. CORPORATE POWERS

Section 1. The School shall have and may exercise all powers necessary or convenient to effect any or all of the purposes for which the School is organized, and the School may engage in any activity permitted under the laws of the United States of America and of the State of Florida; provided, however, that the School shall not have any powers or engage in any activity which are inconsistent with Section 2 hereof.

Section 2.

a) The School shall have a non-discriminatory policy as provided by law.

b) No part of the net earnings of the School shall inure to the benefit of, or be distributable to its Members, Trustees, officers, or other private persons, except that the School shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V hereof.

c) No substantial part of the activities of the School shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the School shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

d) Notwithstanding any other provision of this Charter, the School shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE XIII. DISSOLUTION

Upon the dissolution of the School, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the School, dispose of all of the assets of the School exclusively for the purposes of the School in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Trustees shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the

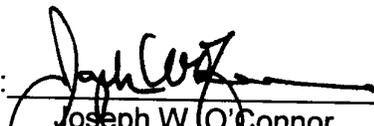
School is then located exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

FURTHER RESOLVED, that the foregoing Amendment shall be certified by the Chairman/President and Secretary of the School and presented to the Judge of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and if she or he finds this Amendment to be proper in form and substance then she or he shall endorse her or his approval hereon and the same shall be recorded by the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and this Amendment shall be effective from the date of record.

We, the undersigned, being the Chairman/President and Secretary of the School, do hereby further certify that there is no provision in the Charter or by-laws of the School limiting the power of the Members to approve the foregoing resolutions, that the said resolutions are in conformity with the provisions of said Charter and by-laws, that the said resolutions are in conformity with the Private School Corporation Law of 1959, Florida Statutes, Chapter 623, and that the said resolutions are in full force and effect and have not been rescinded or modified.

IN WITNESS WHEREOF, we have hereunto subscribed our names as the Chairman/President and Secretary of THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL this the 18 day of December, 2012.

THE BENJAMIN PRIVATE SCHOOL, INC.
d/b/a THE BENJAMIN SCHOOL

By: 
Joseph W. O'Connor
Title: Chairman/President

By: 
Linda G. Reichel
Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of December, 2012, by Joseph W. O'Connor, as the Chairman/President of THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL, on behalf of the School. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
My commission expires:



STATE OF FLORIDA

COUNTY OF PALM BEACH

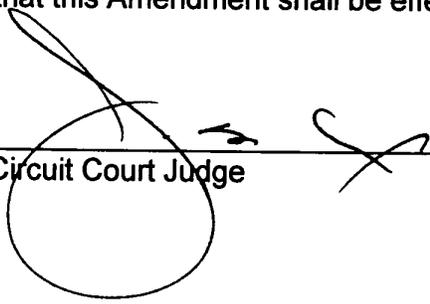
The foregoing instrument was acknowledged before me this 18 day of December, 2012, by Linda G. Reichel, as the Secretary of THE BENJAMIN PRIVATE SCHOOL, INC. d/b/a THE BENJAMIN SCHOOL, on behalf of the School. She is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
My commission expires:



I, Jack S. Coy, Circuit Court Judge of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, find the foregoing Second Amended and Restated Charter of The Benjamin Private School, Inc. d/b/a The Benjamin School (this "Amendment") to be in proper form and substance pursuant to Florida Statutes, Section 623.04 (2011), this the 30 day of JANUARY, 2013. By my signature below, I endorse my approval hereon pursuant to Florida Statutes, Section 623.04 (2011), and order that this Amendment be recorded by the Clerk of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida and that this Amendment shall be effective from the date of record.



Circuit Court Judge

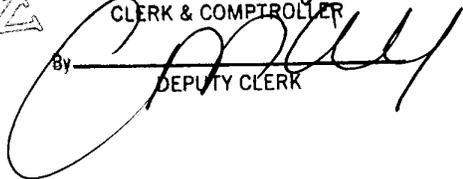


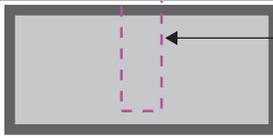
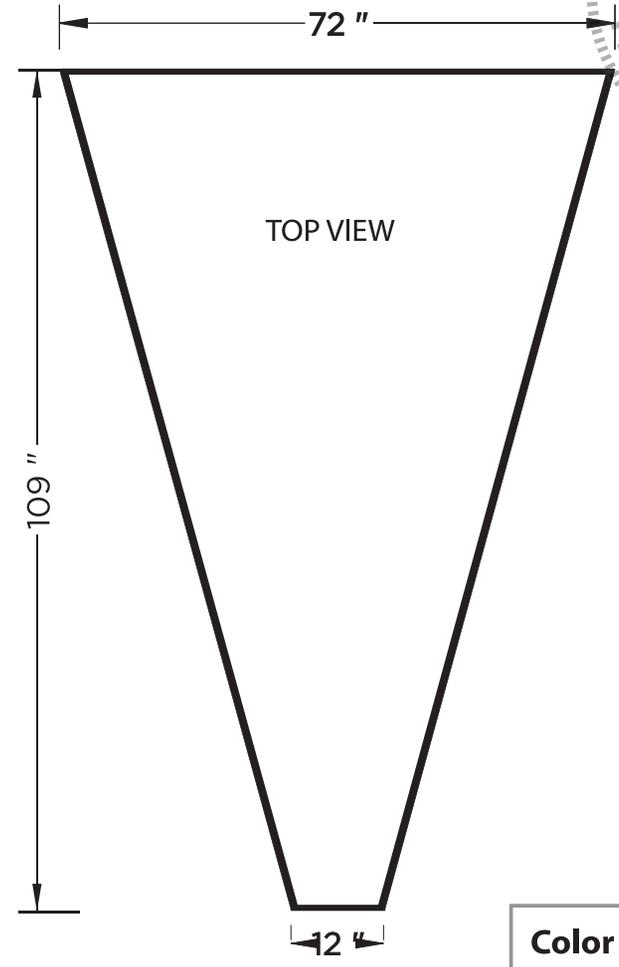
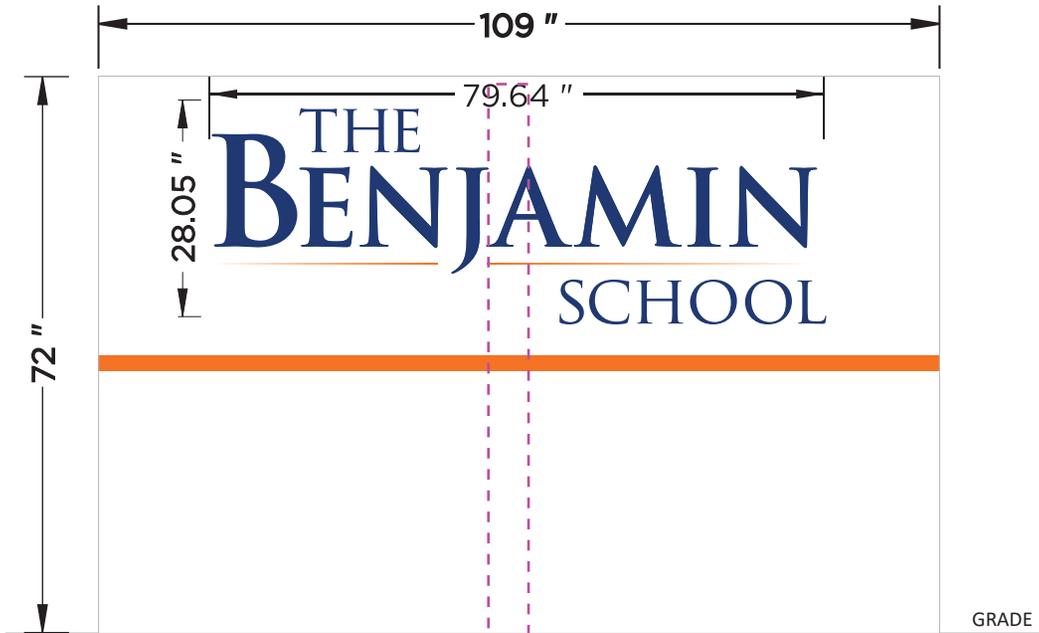
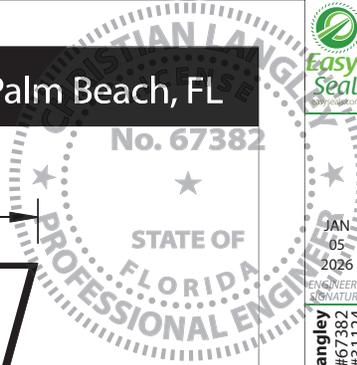
STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 30 DAY OF JANUARY, 2013

SHARON R. BOCK
CLERK & COMPTROLLER

By 
DEPUTY CLERK



MIN 5" SCH 40 STEEL POST (A53/B), EMBED TO 6" FROM FOOTER BOT

CONCRETE FOOTER OPTIONS (2500 PSI):

- 36" DIA x 5'-9" DEEP [AUGERED]
- 4'-0" SQ x 2'-6" DEEP [SPREAD, WITH (4) #5 BARS EACH WAY, TOP+BOT]

Proposed Signage Area 15.5 sq.ft.
Proposed Sign 54.5 sq.ft.

Double-sided "V" monument Scale: 1/2" = 1'

- 1.5" angle frame clad with aluminum, painted to match color schedule
- Faces to be routed with push-thru acrylic copy
- Translucent blue vinyl applied to copy
- Internally illuminated with white LEDs
- Footings to be determined.

ADDRESS NUMBERS WERE REMOVED

Color Schedule

- Pantone 282 C
- TBS Orange
- White

This item has been digitally signed and sealed by Christian Langley PE on the date adjacent to the seal. Signature must be verified on any electronic copies.

Digitally signed by Christian Langley
 Date: 2026.01.05
 10:43:38 -05'00'

Easy Seals
 No. 67382
 JAN 05 2026
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 Christian Langley
 Florida PE #67382
 Cert of Auth #31124

1200 N Federal Hwy, #200
 Boca Raton, FL 33432
 1-888-371-3113

TORNADO LOADS:
 Design for Tornado
 Loads is NOT Required

Sign Height = 15 ft max. Solid freestanding sign at grade:
 • V=180 mph • Exposure C • Kzt=1.0, Kd=0.85, G=0.85 • Cf=1.55 (w/h ratio ≥ 1/2)
 • Risk Category 3 Structure • ASD Load Coeff = 0.6 ± 47.4 psf

Signarama
 The way to grow your business.
 2353 N. Military Tr. West Palm Beach, FL

Notice: These drawings are the exclusive property of Signarama, WPB. They are submitted to you and/or your company for the sole purpose of your consideration of whether to purchase this artwork & sign from Signarama, WPB. Use of these plans/artwork by anyone other than you or your company employees to construct a sign or a display similar to this one is expressly forbidden without written consent from Signarama, WPB. In the event that such exhibition occurs, Signarama, WPB shall be reimbursed \$500.00 as compensation for the time and effort in creating these plans/artwork.

Prepared for: *The Benjamin School* By: MS page 1

Revision #: 0 Date: 11/03/2025

Sales Rep: *Michael D.* Contact: *Sales@signaramawpb.com*

COLORS ON DESIGN ARE REPRESENTATIONS AND ARE NOT EXACT. A COLOR SWATCH WILL BE PROVIDED UPON CLIENT REQUEST

THE BENJAMIN SCHOOL

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BENJAMIN PRIVATE SCHOOL, INC.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BENJAMIN PRIVATE SCHOOL, INC. (THE "SCHOOL") THAT:

Section 1. The Board of Trustees authorizes the Authorized Officers identified below to execute on behalf of the School any and all documents, instruments and contracts as may be necessary or desirable for the conduct of School business, including but not limited to the opening of bank accounts. Only one Authorized Officer is required to execute any such document or contract, except that any document, instrument or contract conveying or obligating the School to convey any interest in real property, or creating new debt or the providing for an increase in the amount of existing debt of the School, must be signed by any two of the Authorized Officers.

Section 2. This Resolution shall be effective upon its adoption.

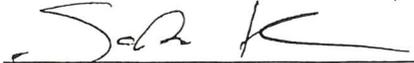
I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Board of Trustees of The Benjamin Private School, Inc. at a meeting held September 10, 2025 and that a quorum was present at the time the Resolution was approved by the affirmative vote of a majority of the Trustees present.

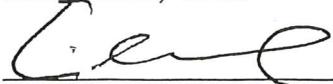
I further certify that the individuals identified below are the holders of the offices specified, and that the specimen signature of each individual is his or her true and correct signature.

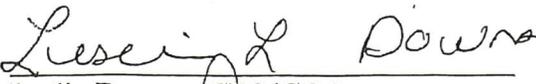
Dated this 10th day of September, 2025.


Kori Searcy, Secretary

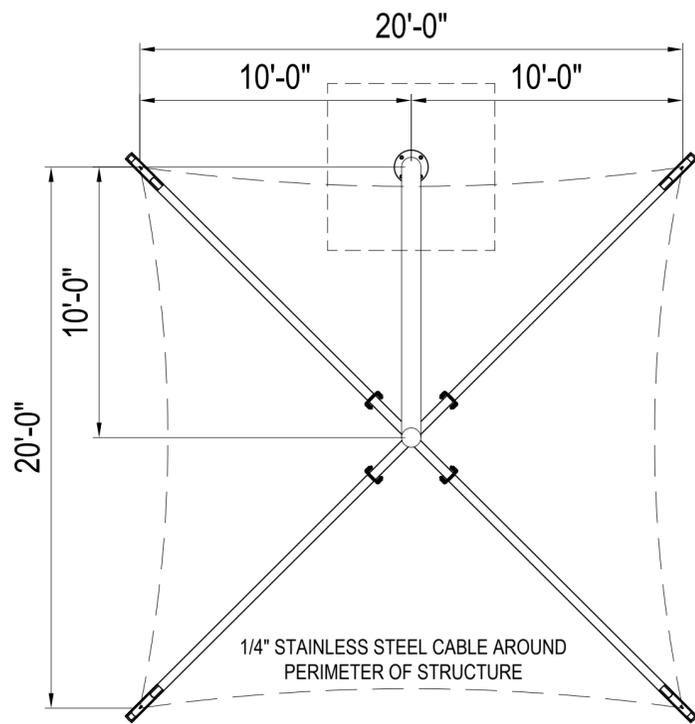
Authorized Officers and Specimen Signatures:


Sasha Klein, Chair

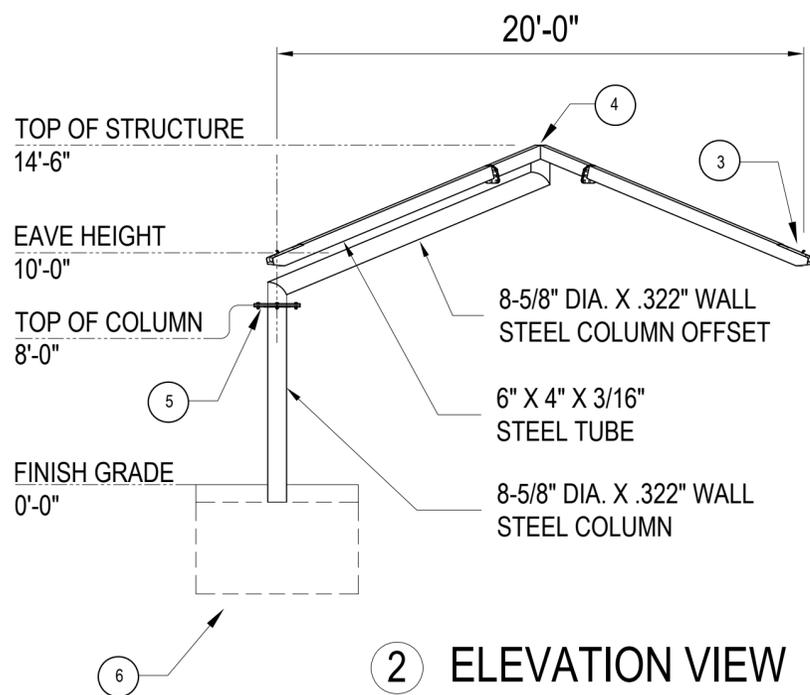

Erik Glassband, Treasurer


Leslie Downs, CFO/COO


David Faus, Head of School and Chief Administrative Officer

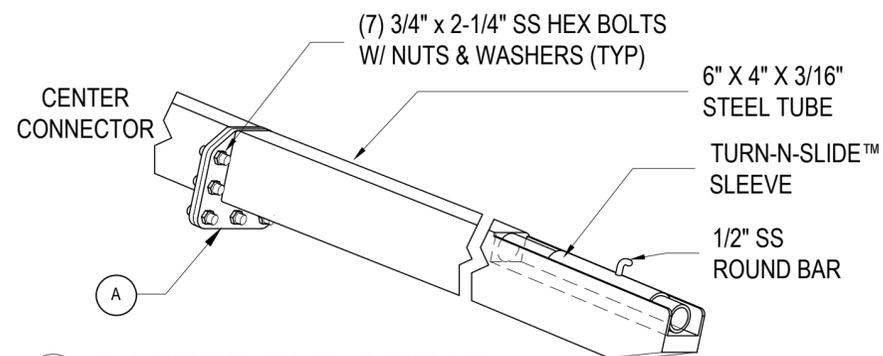


1 PLAN VIEW

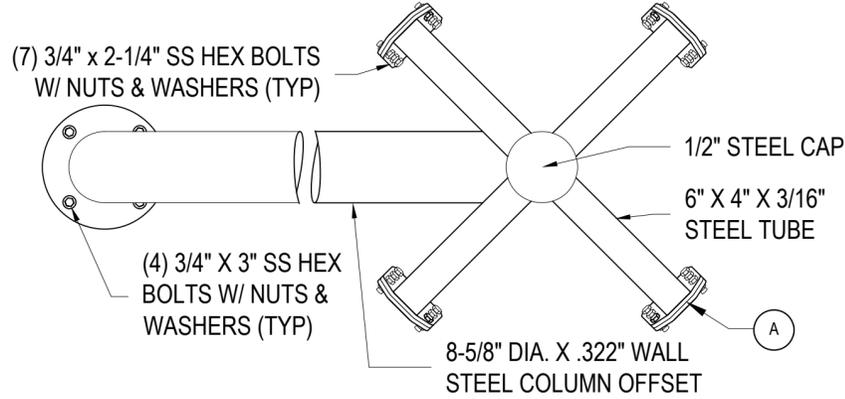


2 ELEVATION VIEW

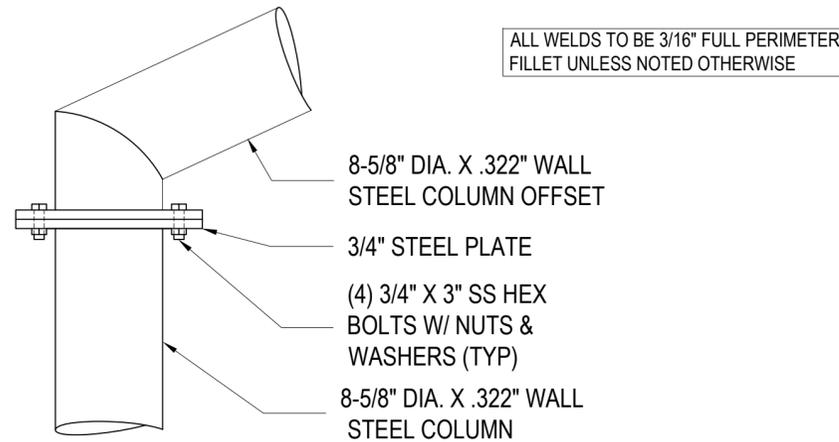
ALL WELDS TO BE 3/16" FULL PERIMETER FILLET UNLESS NOTED OTHERWISE



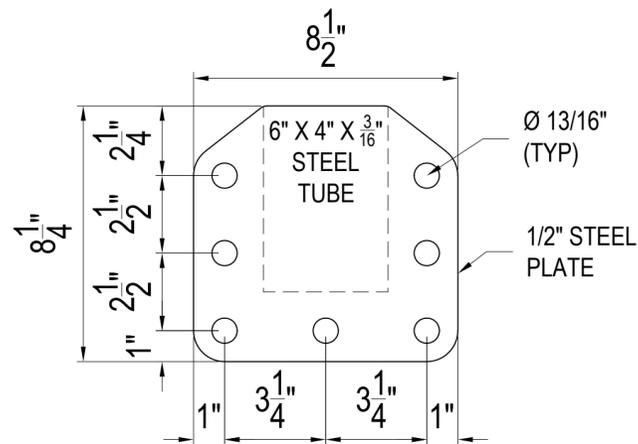
3 RAFTER END DETAIL



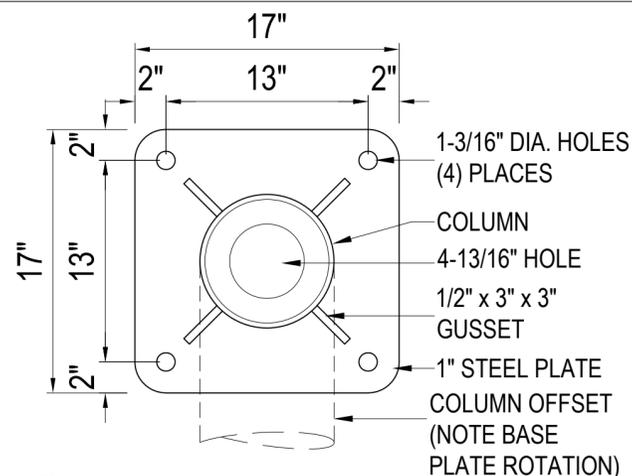
4 COLUMN OFFSET DETAIL ALL WELDS TO BE 3/16" FULL PERIMETER FILLET UNLESS NOTED OTHERWISE



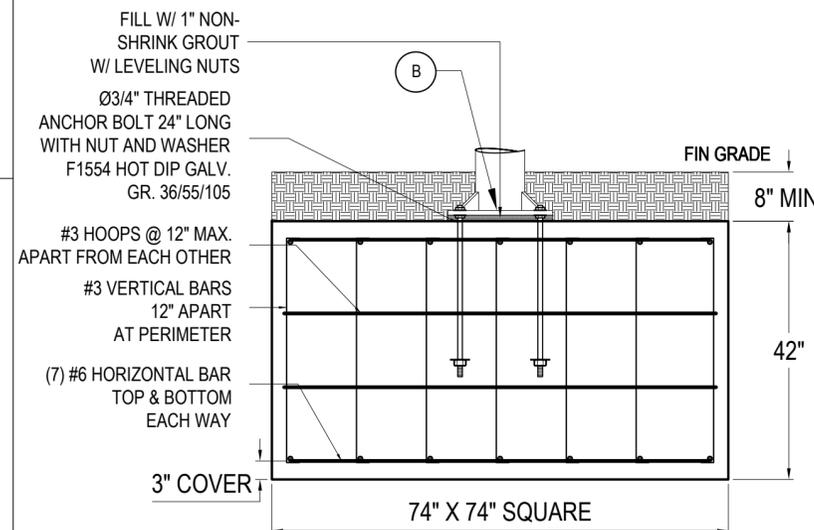
5 COLUMN TO COLUMN OFFSET DETAIL



A CONNECTION PLATE DETAIL



B BASE PLATE DETAIL



6 FOOTING DETAIL

NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY

GENERAL NOTES

1- THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE 8TH EDITION AND ASCE 7-22 TO THE FOLLOWING DESIGN CRITERIA:

RISK CATEGORY	STRUCTURE WITH FABRIC CANOPY REMOVED I
EXPOSURE	C
BASIC WIND SPEED	165 MPH

2- THE FOUNDATION ASSUMES A MINIMUM SOIL BEARING CAPACITY OF 1700 PSF.

3- ALL FASTENERS SHALL BE STAINLESS STEEL.

4- ALL BOLTS MUST BE SNUG TIGHT. THE SNUG TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH THE FULL EFFORT OF A TYPICAL WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE PLIES INTO FIRM CONTACT. SNUG TIGHT IS THE CONDITION THAT EXISTS WHEN ALL THE PLIES IN A CONNECTION HAVE BEEN PULLED INTO FIRM CONTACT BY THE BOLTS IN THE JOINT AND ALL THE BOLTS IN THE JOINT HAVE BEEN TIGHTENED SUFFICIENTLY TO PREVENT THE REMOVAL OF THE NUTS WITHOUT THE USE OF A WRENCH.

5- THE FABRIC IS READILY REMOVABLE AND NEED TO BE REMOVED IF WIND SPEED MORE THAN 75 MPH IS EXPECTED. THIS COMPLIES WITH "QUICK REMOVAL" PER 2023 FLORIDA BUILDING CODE 8TH EDITION PER SECTION 3105.4.2.1

STEEL:

1- STEEL PIPES SHALL HAVE A MINIMUM YIELD STRENGTH OF 45 KSI. STEEL PLATES SHALL CONFORM TO ASTM A36

2- ALL PARTS SHALL BE FACTORY-WELDED TO AMERICAN WELDING SOCIETY (AWS) SPECIFICATIONS AND SHALL UTILIZE E70-S6 AND HAVE THE HIGHEST STANDARDS OF QUALITY WORKMANSHIP.

3- ALL WELDS SHALL BE FILLET WELDS WITH MAXIMUM PERMISSIBLE THROAT THICKNESS OR FULL PENETRATION GROOVE WELDS.

CONCRETE:

1- ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 AND 318.

2- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (f_c) OF 4000 PSI. A CONCRETE MIX HAVING A LISTED STRENGTH OF AT LEAST 3000 PSI THAT IS MIXED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IS ACCEPTABLE FOR USE.

3- REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 WITH A MINIMUM YIELD STRENGTH (f_y) OF 60 KSI.

4- UNLESS OTHERWISE SHOWN, CONCRETE COVER SHALL BE 3" (MIN).

FABRIC:

1- COOLNET™ SHADE FABRICS MEET FIRE STANDARDS FOR SHADE FABRICS INCLUDING CSFM 1237.1 AND NFPA 701 ACROSS ALL COLOR VARIANTS.

THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF SHADE SYSTEMS, INC., AND CANNOT BE MODIFIED, USED, OR RESOLD TO ANY PERSON OR ENTITY WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR PREPARATION OF DERIVATIVE WORKS THEREOF, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. IS STRICTLY PROHIBITED. © 2025 SHADE SYSTEMS INC.

NOTE TO OWNER:
OWNER ACCEPTS FULL RESPONSIBILITY FOR REMOVING THE FABRIC SHADE MATERIAL FROM THE STEEL FRAME WHEN SEVERE WEATHER CONDITIONS ARE PREDICTED. SUCH CONDITIONS INCLUDE PREDICTED WIND SPEEDS IN EXCESS OF 75 MPH.

Shade systems™
INC.
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

The Benjamin School
11000 Ellison Wilson Road
North Palm Beach, FL 33408

Approved: **John P Longnecker**
Digitally signed by John P Longnecker
Date: 2025.09.09 14:21:36 -05'00'



Model Name: OFFSET SINGLE POST SHADE SYSTEMS STRUCTURE

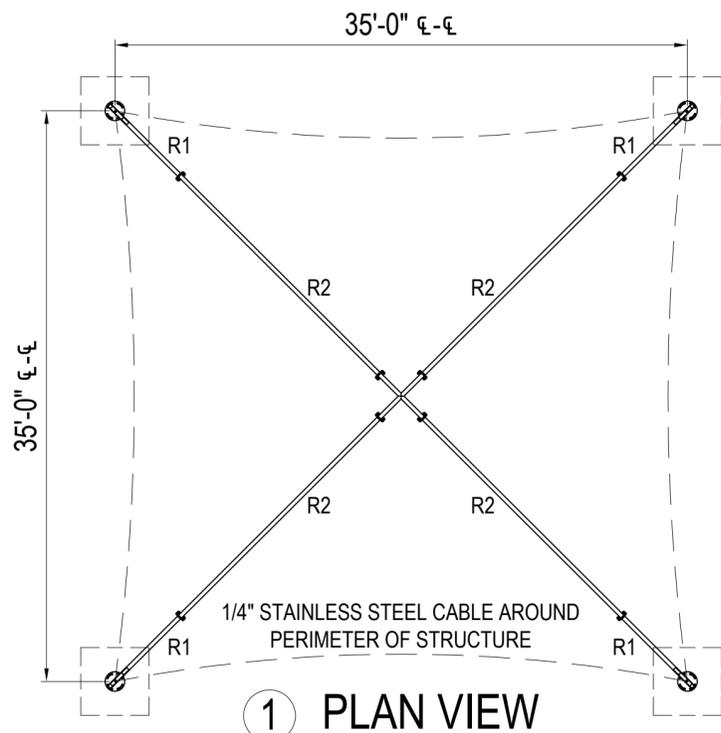
Model No.: OSP202010PM

Revisions			
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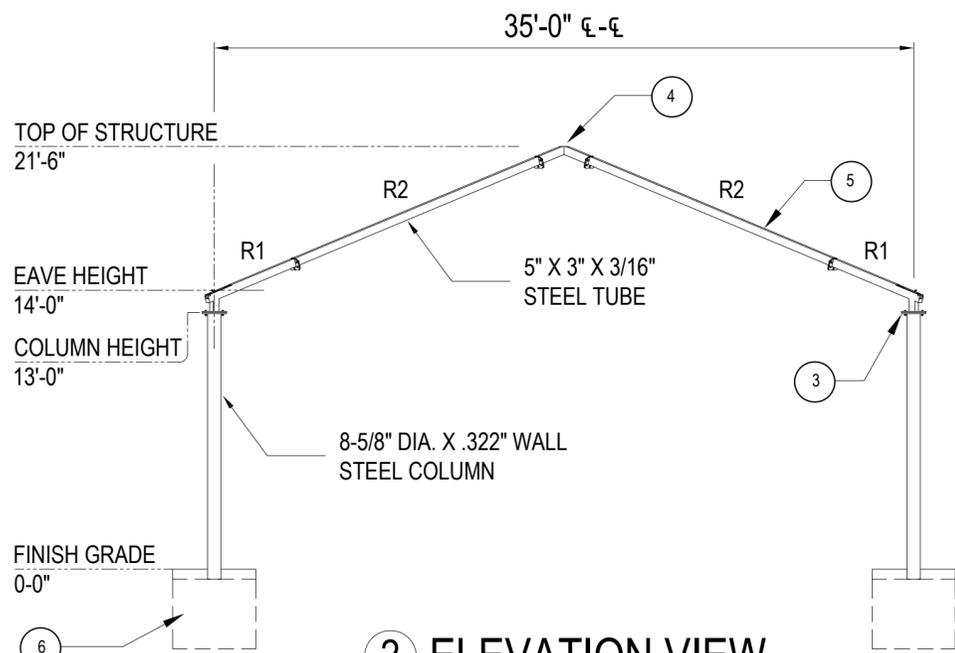
REP:

REP QTE. NO. Q-15164

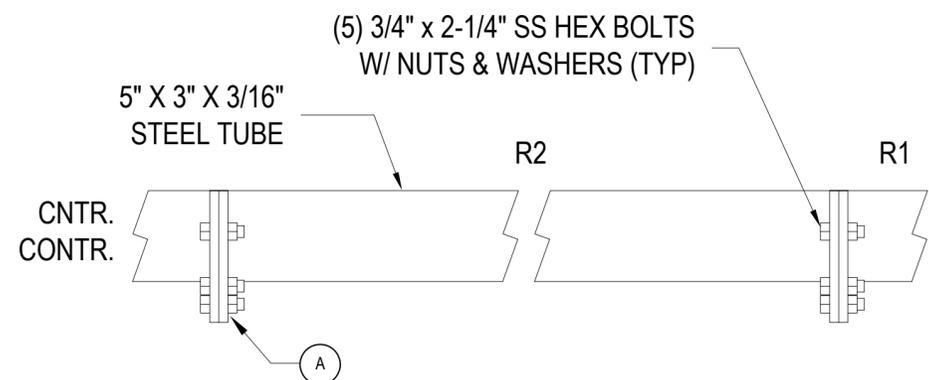
Approved: JRB	Job: 10129-3
Checked: MG	
Drawn: BD	
Date: 08/27/2025	Sheets: 1 OF 1
NOT TO SCALE	



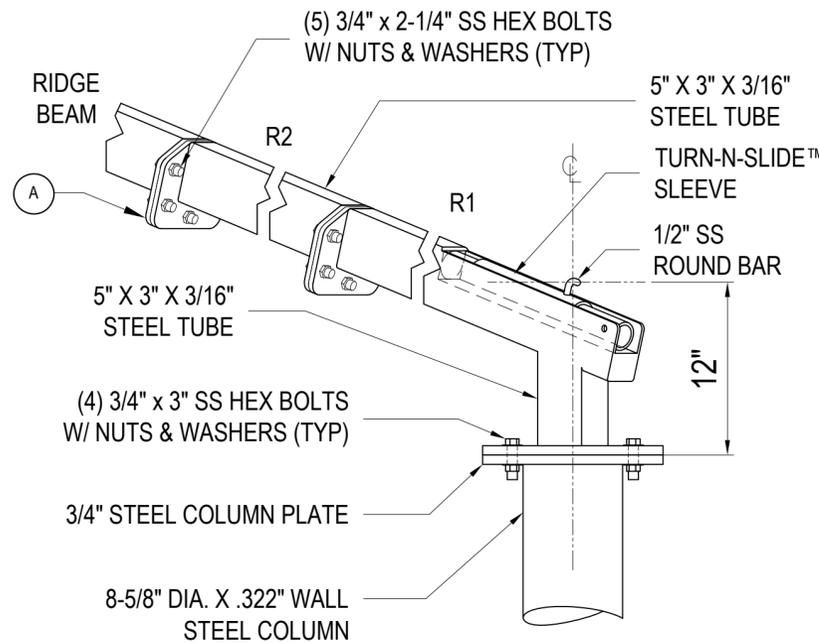
1 PLAN VIEW



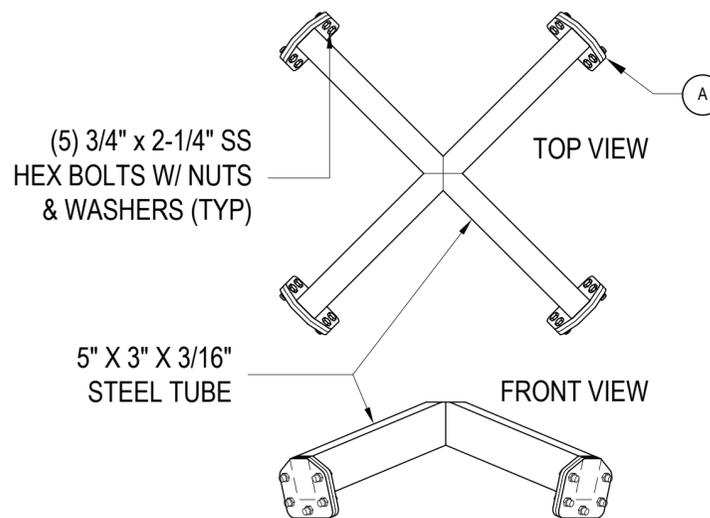
2 ELEVATION VIEW



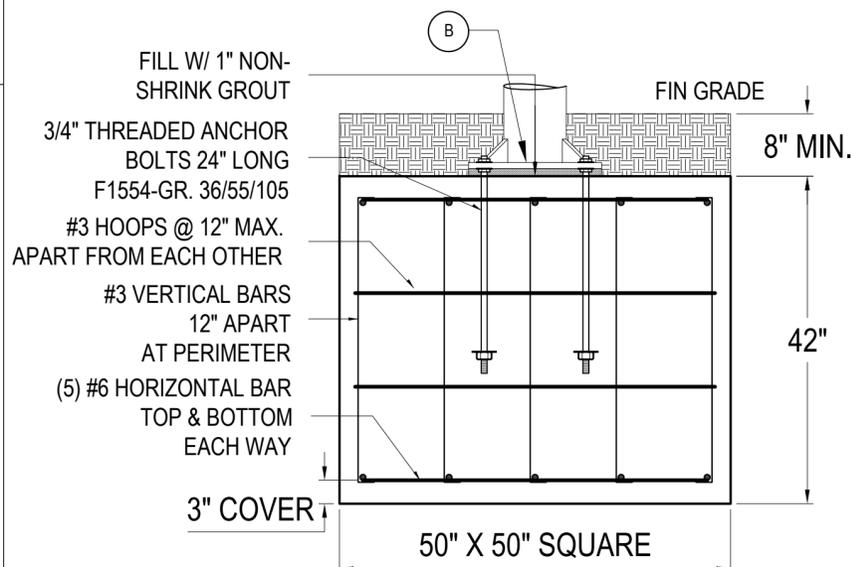
5 RAFTER BEAM CONNECTION



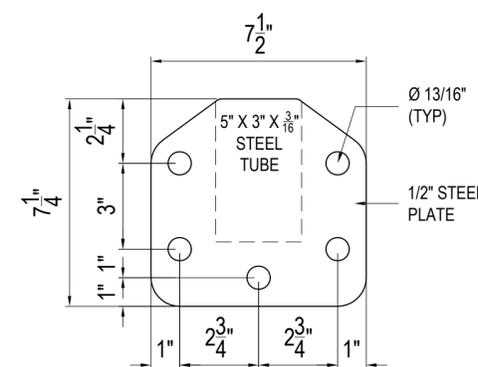
3 RAFTER-COLUMN DETAIL ALL CONNECTION COMPONENTS ARE FACTORY WELDED



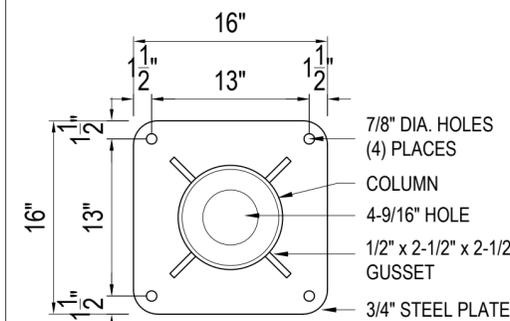
4 CENTER CONNECTOR DETAIL



6 FOOTING DETAIL NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY



A CONNECTION PLATE



B BASE PLATE DETAIL

GENERAL NOTES

1- THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE 8TH EDITION AND ASCE 7-22 TO THE FOLLOWING DESIGN CRITERIA:

RISK CATEGORY	STRUCTURE WITH FABRIC CANOPY REMOVED
EXPOSURE	C
BASIC WIND SPEED	165 MPH

2- THE FOUNDATION ASSUMES A MINIMUM SOIL BEARING CAPACITY OF 1700 PSF.

3- ALL FASTENERS SHALL BE STAINLESS STEEL.

4- ALL BOLTS MUST BE SNUG TIGHT. THE SNUG TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH THE FULL EFFORT OF A TYPICAL WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE PLIES INTO FIRM CONTACT. SNUG TIGHT IS THE CONDITION THAT EXISTS WHEN ALL THE PLIES IN A CONNECTION HAVE BEEN PULLED INTO FIRM CONTACT BY THE BOLTS IN THE JOINT AND ALL THE BOLTS IN THE JOINT HAVE BEEN TIGHTENED SUFFICIENTLY TO PREVENT THE REMOVAL OF THE NUTS WITHOUT THE USE OF A WRENCH.

5- THE FABRIC IS READILY REMOVABLE AND NEED TO BE REMOVED IF WIND SPEED MORE THAN 75 MPH IS EXPECTED. THIS COMPLIES WITH "QUICK REMOVAL" PER 2023 FLORIDA BUILDING CODE 8TH EDITION PER SECTION 3105.4.2.1

STEEL:

1- STEEL PIPES SHALL HAVE A MINIMUM YIELD STRENGTH OF 45 KSI. STEEL PLATES SHALL CONFORM TO ASTM A36

2- ALL PARTS SHALL BE FACTORY-WELDED TO AMERICAN WELDING SOCIETY (AWS) SPECIFICATIONS AND SHALL UTILIZE E70-S6 AND HAVE THE HIGHEST STANDARDS OF QUALITY WORKMANSHIP.

3- ALL WELDS SHALL BE FILLET WELDS WITH MAXIMUM PERMISSIBLE THROAT THICKNESS OR FULL PENETRATION GROOVE WELDS.

CONCRETE:

1- ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 AND 318.

2- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (f_c) OF 4000 PSI. A CONCRETE MIX HAVING A LISTED STRENGTH OF AT LEAST 3000 PSI THAT IS MIXED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IS ACCEPTABLE FOR USE.

3- REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 WITH A MINIMUM YIELD STRENGTH (f_y) OF 60 KSI.

4- UNLESS OTHERWISE SHOWN, CONCRETE COVER SHALL BE 3" (MIN).

FABRIC:

1- COOLNET™ SHADE FABRICS MEET FIRE STANDARDS FOR SHADE FABRICS INCLUDING CSFM 1237.1 AND NFPA 701 ACROSS ALL COLOR VARIANTS.

THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF SHADE SYSTEMS, INC., AND CANNOT BE MODIFIED, USED, OR RESOLD TO ANY PERSON OR ENTITY WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR PREPARATION OF DERIVATIVE WORK THEREOF, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. IS STRICTLY PROHIBITED. © 2025 SHADE SYSTEMS INC.

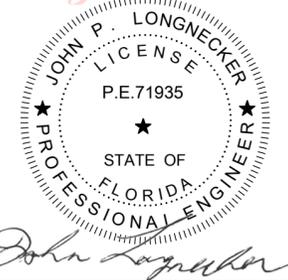
NOTE TO OWNER:
OWNER ACCEPTS FULL RESPONSIBILITY FOR REMOVING THE FABRIC SHADE MATERIAL FROM THE STEEL FRAME WHEN SEVERE WEATHER CONDITIONS ARE PREDICTED. SUCH CONDITIONS INCLUDE PREDICTED WIND SPEEDS IN EXCESS OF 75 MPH.



4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

The Benjamin School
11000 Ellison Wilson Road
North Palm Beach, FL 33408

Approved: Digitally signed by John P Longnecker
Date: 2025.09.09 14:20:59 -05'00'

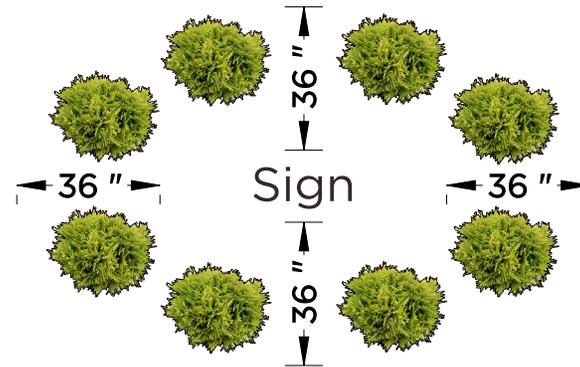


Model Name: SQUARE SHADE SYSTEMS STRUCTURE
Model No.: S353514PM

Revisions	

REP: Q-15164

Approved: JRB Job: 10129-1
Checked: MG
Drawn: BD
Date: 08/26/2025 Sheets: 1 OF 1
NOT TO SCALE



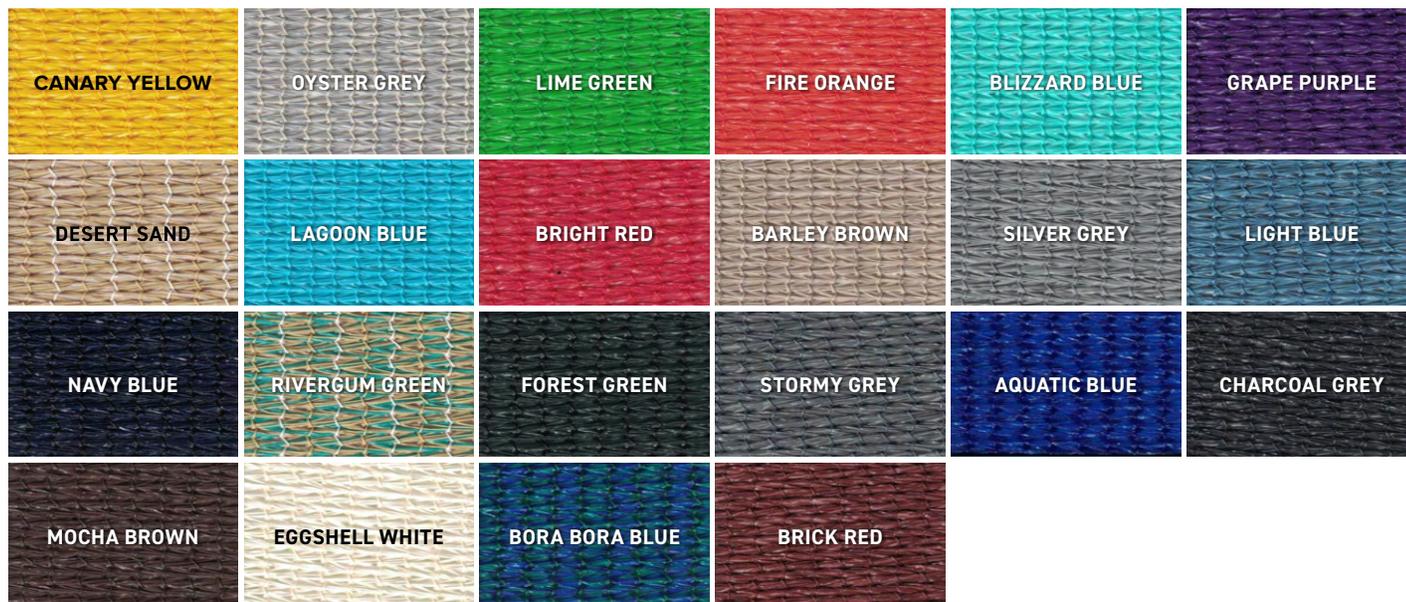
Landscaping berm with minimum of 36" distance from sign in all directions, filled with mulch. Low lying coco plum shrubs, aprox. 18" on center. They will be maintained at a 30" height minimum.

Landscape

- *The landscaping will be made of **coco plums**.*
- *It will be surrounded by mulch to aid in appeal and drainage.*
- *At least 8 total plants with option for more.*
- *Landscape area will be aprox. 6ft x 13ft*
- *The shrubs will be maintained at 30" minimum height.*

AVAILABLE COLORS

CoolNet™ has been specifically developed as a very strong and durable U.V. protection fabric for use with Shade Systems™ outdoor structures. Our fabrics combine maximum sun protection with strength and durability to ensure maintenance-free exterior performance.



Powder-Coat Colors All steel tubing components are manufactured with a bright and durable polyester powder-coated finish. Standard powder-coat colors are shown below, with many optional custom colors available upon request.



Post Pads Shade Systems protective padding is ideal for cushioning accidental bumps by young and old against our steel posts. Available in a variety of colors to match our standard powder-coat colors and sizes to fit all our structural posts, pads consist of exterior grade foam filler encased in high-gloss easy-to-clean flame-retardant vinyl. All pads are 6' high and fastened to posts with heavy-duty all weather plastic zippers.



Actual fabric and metal colors may vary from representations shown here. Sample fabric swatches and metal color chips are available upon request. For further details please refer to Technical Specifications and Warranty information at: <https://shadesystemsinc.com/specs-warranty>

Instrument Prepared By:

Name: Gill Strelec Jr
Address: 2353 N Military Trail Ste C
WPB, FL 33409

PERMIT NUMBER:

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description of the property & street address, if available) TAX FOLIO NO (PCN): 68434204100080043
Legal Description S/D OF 4-42, GOV LT 8 SELY 200.5 FT OF ELY 340 FT OF PT PF

2. GENERAL DESCRIPTION OF IMPROVEMENT: New illuminated monument sign

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:
a. Name and address: Benjamin Private School INC - 11000 Ellison Wilson Rd North Palm Beach, FL 33408
b. Interest in property:
c. Name and address of fee simple titleholder (if different from Owner listed above):

4. a. CONTRACTOR'S NAME: Graphics Desinger Inc DBA Signarama West Palm Beach
Contractor's address: 2353 N Military Trail Suite C WPB, FL 33409 b. Phone number: 561-687-7993

5. SURETY (if applicable, a copy of the payment bond is attached): a. Amount of bond: b. Phone number:
c. Name and address:

6. a. LENDER'S NAME:
Lender's address: b. Phone number:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:
a. Name and address:
b. Phone numbers of designated persons:

8. a. In addition to himself or herself, Owner designates of to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.
b. Phone number of person or entity designated by Owner:

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): , 20

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Leslie L Downs
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

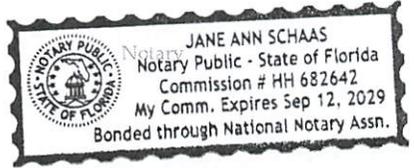
LESLIE DOWNS - CFO/100
(Print Name and Provide Signatory's Title/Office)

State of Florida County of Palm Beach

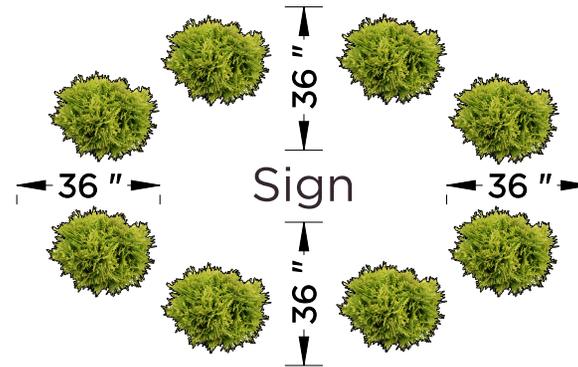
The foregoing instrument was acknowledged before me by means of physical presence or online notarization,

this 11th day of Nov., 20 25 by Leslie L Downs
as The Benjamin Private School, Inc CFO/100
(name of party on behalf of whom instrument was executed) (type of authority...e.g. officer, trustee, attorney in fact)

Personally Known or Produced Identification Type of Identification Produced



(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)



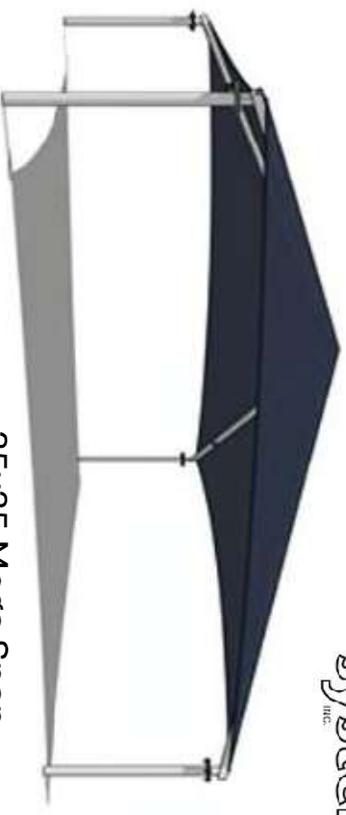
Landscaping berm with minimum of 36" distance from sign in all directions, filled with mulch. Low lying coco plum shrubs, aprox. 18" on center. They will be maintained at a 30" height minimum.

Landscape

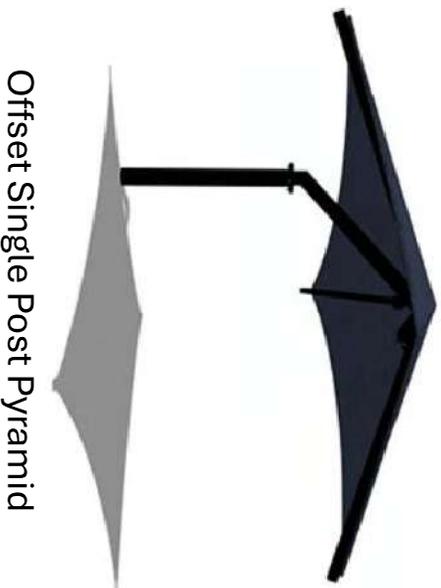
- *The landscaping will be made of **coco plums**.*
- *It will be surrounded by mulch to aid in appeal and drainage.*
- *At least 8 total plants with option for more.*
- *Landscape area will be aprox. 6ft x 13ft*
- *The shrubs will be maintained at 30" minimum height.*



35x35 Mega Span
Playground



15x15 x 2 Playground



Offset Single Post Pyramid



20x20 - Basketball Area

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: January 22, 2026

SUBJECT: **RESOLUTION – Acceptance of bid from Lox Construction, LLC for construction of the East Alley Wall and authorizing execution of a contract**

Background & Project Scope:

The Village of North Palm Beach solicited bids from qualified contractors to provide construction services for the **East Alley Wall Replacement Project** in accordance with the terms, conditions, and specifications contained in the Invitation to Bid (ITB).

The project scope consists of the removal of approximately 3,700 linear feet of existing 4-foot post and panel wall, which has reached the end of its service life and is in significant need of replacement. The project also includes the construction of approximately 3,710 linear feet of new 8-foot concrete wall, to match the architectural style, location, and color scheme as closely as possible to the existing East Alley Wall located between Ebbtide Drive and Anchorage Drive South. This improvement will enhance structural integrity, aesthetics, and long-term durability consistent with existing Village infrastructure.

Procurement:

The Village's purchasing policies authorize competitive bidding utilizing the ITB process. Bids were received and reviewed for responsiveness and responsibility in accordance with Village requirements and the terms of the ITB. Lox Construction, LLC submitted the lowest responsive and responsible bid in the amount of \$1,189,331.68, which was approximately \$285,000 less than the second lowest bid. Following review by Village staff, Lox Construction was determined to be qualified and capable of performing the work in accordance with project specifications.

Recommend for Award & Project Cost:

The total cost of Lox Construction's proposal is **\$1,189,331.68**. Following a thorough vetting process by the Village Engineer, Engenuity Group, Staff determined that Lox Construction submitted a complete bid and has performed similar satisfactory work for other area municipalities. Consequently, Village staff recommends award of the Project to Lox Construction.

Due to the nature of the project, Village Staff also recommends a project contingency of +/-20%, amounting to \$238,000.00. The total project budget request is therefore \$1,427,331.68.

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

Funding:

The Village previously estimated the total cost of this project at \$1,500,000, with \$380,000 funded through infrastructure surtax proceeds and the remaining amount to be transferred from the General Fund's unassigned fund balance. However, because the timing and final amount of the infrastructure surtax distribution are not yet known, the surtax fund will be temporarily over expended. Staff will return to Council for approval to use fund balance only in the amount necessary once the final surtax figures are confirmed.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Infrastructure Surtax Fund	Public Works	17321-66210	Construction & Major Renovation	\$1,189,331.68
			Contingency	\$238,000.00
			Total including Contingency	\$1,427,331.68

Recommendation:

Village staff request Council consideration and approval of the attached Resolution accepting a bid proposal from Lox Construction, LLC to provide construction services for replacement of the East Alley Wall in an amount not to exceed \$1,189,331.68 (for a total project budget with contingency of \$1,427,331.68), with funds expended from the Infrastructure Surtax Fund, Account No. 17321-66210 (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.

RESOLUTION 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A BID PROPOSAL FROM LOX CONSTRUCTION, LLC FOR THE EAST ALLEY WALL REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued an Invitation to Bid for the East Alley Wall Replacement Project; and

WHEREAS, the Village received six bid proposals in response to the ITB, and Village Staff recommended acceptance of the lowest responsive and conforming bid proposal submitted by Lox Construction, LLC; and

WHEREAS, the Village Council wishes to execute a Contract with Lox Construction, LLC and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby accepts the bid proposal submitted by Lox Construction, LLC for East Alley Wall Replacement Project at a total cost not to exceed \$1,189,331.68, with funds expended from Infrastructure Surtax Account No. I7321-66210 (Public Works/Streets and Grounds – Construction and Major Renovation). Including contingency, the total project budget shall be \$1,427,331.68. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of January, 2026, (the “Effective Date”) by and between the Village of North Palm Beach, a Florida municipal corporation (hereinafter referred to as “Village”), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and Lox Construction, LLC, a Florida limited liability company, whose address is 12364 85th Road North, West Palm Beach, Florida 33412.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village’s Invitation to Bid No.2026-PW-03 (East Alley Wall Replacement), and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Contractor and the Village agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include any amendments hereto and shall incorporate each of the terms, conditions, and specifications set forth in the Village’s Invitation to Bid No. 2026-PW-03 (East Alley Wall Replacement), the Contractor’s response to the Invitation to Bid, including all documentation required thereunder (the “Contract Documents”). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village’s Invitation to Bid No. 2026-PW-03, and then the Contractor’s response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform all those services identified in the specifications accompanying the Village’s Invitation to Bid, which are incorporated herein by reference (the “Work”).

ARTICLE 3. COMPENSATION

The Village shall compensate the Contractor pursuant to the Pricing Schedule attached hereto and incorporated herein, in accordance with the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Chuck Huff, Village Manager
Email: Chuff@village-npb.org

- ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Jamie Mount, Assistant Director of Public Works
Email: JMount@village-npb.org

- iii. As to the Contractor: Lox Construction, LLC
12364 84th Road North
West Palm Beach, Florida 33412
Attn: Julian Ramirez De Arellano
Email: support@loxconstruction.com

b. Headings. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **(120) calendar days.**

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, MMC
Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin
Village Attorney

CONTRACTOR:
LOX CONSTRUCTION, LLC

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Lox Construction, LLC**.
3. **Lox Construction, LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

Village of North Palm Beach Bid Summary Sheet

Open: 1:04 pm
Close: 1:13 pm

Proposal for: ITB 2026-PW-04 East Alley Wall Replacement

Date: December 22, 2025

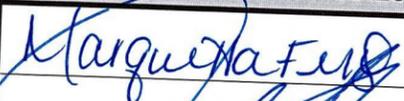
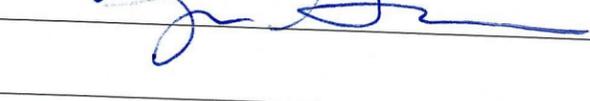
No. of Proposals Received: 6

VENDORS

Lox Construction 12364 85 th Rd. N West Palm Beach, Fl. 33412	MTD Painting and Construction Corp.	* JW Cheatham, LLC	Anzco 9671 Carousel Cir. So. Boca Raton, Fl. 33434	SoCal Shaker Plates & Const. Site Svcs. LLC. DBA. National Geenal Construction 643 US HWY1 #13094 North Palm Beach, Fl. 33408
\$1,189,331. ⁰⁸	\$2,303,105. ⁰⁰	\$1,509,809. ⁹⁵	\$1,474,187. ⁰⁰	\$1,561,318. ⁰⁰

VILLAGE OFFICIALS PRESENT (Signature)

VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

	John ZAK, ANZCO
	John Bradley, Lox Construction
	Coraima Daszynski, BDI Marine Constructors
	Nikki Smith, SoCal

Village of North Palm Beach Bid Summary Sheet

Proposal for: ITB 2026-PW-04 East Alley Wall Replacement Date: December 18, 2025 No. of Proposals Received: 6

VENDORS

BDI Marine Contractors LLC 11718 SE Federal HWY #222 Hobe Sound, Fl. 33455				
\$ 1,577,930. ⁰⁰				

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
	Ted Sabatello, Jw Chetam

ORIGINAL

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk shall have the following information clearly marked on the face of the envelope: The Bidder's name, return address, due date for Bids, and titled "ITB 2026-PW-04, East Alley Wall Replacement". Included in the envelope shall be **one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: East Alley Wall Replacement

Due Date and Time: **Thursday, December 18, 2025 at 2:00 p.m. EST**

Lox Construction

Name of Bidder

**SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING**

SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: Lox Construction

Owner or Principal: Julian Ramirez De Arellano

Years in Business: 6

Number of Employees: 9

Name of Primary Contact: Julian Ramirez De Arellano

Telephone of Primary Contact: 561-299-0044

NOTE: The Bidder shall attach additional information demonstrating they:

- are a licensed and bonded General Contractor within Florida.

PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page. Prepare bids on the Bid Form provided with all blanks on the Bid Form filled in by typewriter or written in ink.

**SECTION 6
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

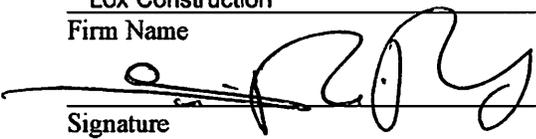
List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated December 3,2025
Addendum #2, Dated December 3,2025
Addendum #3, Dated December 5,2025
Addendum #4, Dated December 9,2025
Addendum #5, Dated _____
Addendum #6, Dated _____
Addendum #7, Dated _____
Addendum #8, Dated _____
Addendum #9, Dated _____
Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Lox Construction
Firm Name


Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

Date 12/17/2025

**SECTION 7
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Lox Construction

Street Address:

12364 85th Rd N West Palm Beach Florida 33412

Mailing Address (if different than Street Address):

Telephone Number(s): 561-299-0044

Fax Number(s): _____

Email Address: support@loxconstruction.com

Federal Employer Identification Number: 84-4023802

Signature: _____

(Signature of authorized agent)

Print Name: Julian Ramirez De Arellano

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

**SECTION 8
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, BID BOND
FORMAT**

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Sworn Statement on Discrimination
- e. Scrutinized Vendor Certification
- f. Trench Safety Affidavit [if applicable]
- g. Non-Collusion Affidavit
- h. Bid Bond Form

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

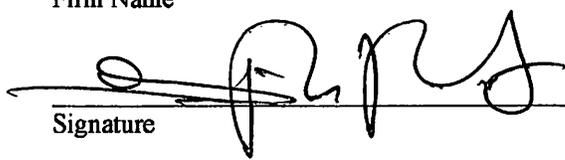
The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Lox Construction
Firm Name


Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

12/17/2025
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Lox Consstruction
Firm Name


Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

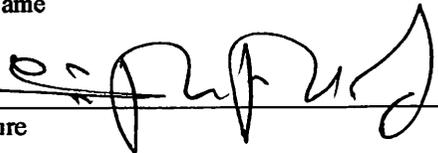
12/17/2025
Date

DRUG-FREE WORKPLACE

Lox Construction is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Lox Construction
Firm Name


Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

12/17/2025
Date

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

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

by Julian Ramirez De Arellano/ President
(print individual's name and title)

for Lox Construction
(print name of entity submitting sworn statement)

whose business address is 12364 85th Rd N West Palm Beach Florida 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4023802

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

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

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

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

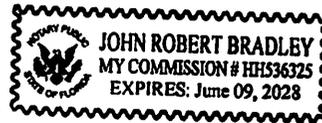
_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 17 day of December, 2025 by Julian Ramirez, who is personally known to me or produced DL as identification.


Notary Public
My Commission Expires:



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

by Julian Ramirez De Arellano/ President
(print individual's name and title)

for Lox Construction
(print name of entity submitting sworn statement)

whose business address is 12364 85th Rd N West Palm Beach Florida 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4023802

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

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

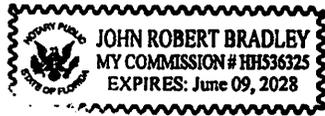


(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 17 day of December, 2025 by Julian Ramirez, who is personally known to me or produced DL as identification.



Notary Public
My Commission Expires:



NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Julian, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President of Lox Construction, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: 2026-PW-04 Title: East Alley Wall Replacement

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

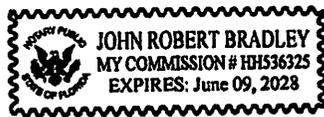
c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Handwritten Signature]
Signature

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization this 17 day of December 2025 by Julian Ramirez, who is personally known to me or who has produced DL as identification.

SEAL



Notary Signature [Handwritten Signature]
Notary Name: John Bradley
Notary Public (State): FL
My Commission No: HH536325
Expires on: 6/9/2028

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

Cox Construction (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
	NA	\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

[Handwritten Signature]
 (Signature)

12/17/2025
 (Date)

STATE OF Florida

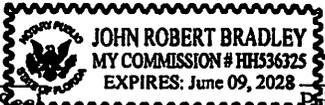
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization on 12/17/2025 (date) by

Julian Ramirez (name). He/She is personally known to me or has

Presented DL (type of identification) as identification.

[Handwritten Signature]
 Notary Public Signature and Seal

 John Bradley HH536325
 Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

BID BOND

BIDDER (Name and Address):

Lox Construction LLC
12364 85th Road N
West Palm Beach FL 33412

SURETY (Name and Address and Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus OH 43215-2220

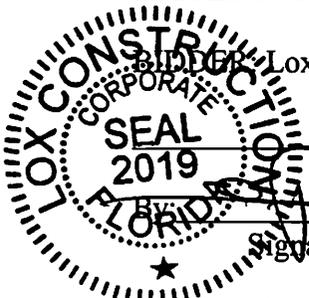
OWNER (Name and Address):

Village of North Palm Beach
501 US Hwy One
North Palm Beach, FL 33412

BID DUE DATE: December 18, 2025
PROJECT: East Alley Wall Replacement
BOND: ITB 2026-PW-04

BOND NUMBER: Not Required for Bid Bond
DATE (Not later than Bid due date): December 10, 2025
PENAL SUM: Not to Exceed Five Percent of Attached Bid **N.T.E. 5% of Attached Bid**
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.



BIDDER: Lox Construction, LLC
(Seal)

[Signature] President
Signature and Title

Julian A. Ramirez De Arellano, Managing Member

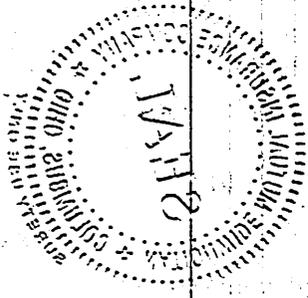
Attest: *[Signature]*
Signature and Title

Witness Sabina Ramirez De Arellano, VP

SURETY: Nationwide Mutual Insurance Company
(Seal)

By: *[Signature]*
Signature and Title Robin Goldstein,
(Attach Power of Attorney) Attorney-In-Fact

Attest: *[Signature]*
Deborah Portnoy, Witness



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds or public construction bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and

in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid," as used herein include a bid, offer or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ROBERT S GOLDSTEIN; ROBIN GOLDSTEIN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

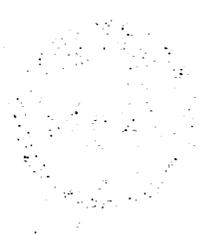
CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of December 2025.

[Handwritten signature of Laura B. Guy]

Assistant Secretary



SECTION 10

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:

Due Date and Time:

Name of Bidder: Lox Construction

Address: 12364 85th Rd N West Palm Beach Florida 33412

Contact Person: Julian Ramirez De Arellano

Bid Amount(s): \$1,189,331.68

Authorized Signature: 

Date: 12/17/2025

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

SECTION 11

REFERENCES & SIMILAR PAST PROJECTS

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

Contractors shall provide a minimum of three (3) references and past projects that demonstrate experience with work of a similar scope for this ITB. Include the project name, a detailed description of the scope of work, and contact information for a reference familiar with the contractor's performance. References must include name, organization, phone number, and email address. Ensure that the projects listed are relevant and represent the contractor's capability to successfully complete the work specified in this ITB.

Project 1 Name: South Olive Tennis Complex Reconstruction

Reference Contact: Lorenzo Rivero- lrivero@wpb.org-5614941076

Project Scope: Contract Price: \$2,385,829

Construction of a new parking lot area, including underground drainage systems and full site development. Work also included the construction of three (3) new tennis courts and the renovation of nine (9) existing courts, inclusive of new header curbs, fencing, sport surfacing, and furnishings. Additional scope comprised installation of new sports lighting poles and systems, plumbing for new drinking fountains, landscaping, irrigation, and associated site improvements.

Project 2 Name: Crestwood Community Park

Reference Contact: Yesid Guatame - yguatae@waypointci.com- 7865896971

Project Scope Contract Price: \$112,500

All work associated with the shell construction of new restroom buildings, including structural concrete, framing and carpentry for the roof truss systems. Scope also included all structural concrete work for the construction of new pavilions and park amenities

Project 3 Name: Lift Station 1043,1045,5209 West Palm Beach Water Utilities/ Hinterland Group

Reference Contact: Kervin Flores- kflores@hinterlandgroup.com- 7874528268

Project Scope Contract Price: \$170,000

Perform all structural concrete work for lift station pads jointly with fencing installation and MOTs



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMIREZ DE ARELLANO, JULIAN ALFREDO

LOX CONSTRUCTION, LLC
12364 85TH RD N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC1528482

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAMIREZ DE ARELLANO, JULIAN ALFREDO

12364 85TH RD N
WEST PALM BEACH FL 33412

LICENSE NUMBER: PE82594

EXPIRATION DATE: FEBRUARY 28, 2027

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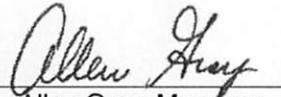
AMENDED
Palm Beach County
Office of Equal Business Opportunity

Certifies That
Lox Construction
Vendor # **VS0000023367**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
January 9, 2024 to November 15, 2026*

The following services and/or products are covered under this certification:

**Box Culverts, Concrete (Construction of Cast-In-Place); Concrete; Concrete Wall Construction
Services Incl. Delivery, Install; Construction Consulting; Construction Management Services;
Construction Services, Concrete (New Construction); Construction, Concrete, Pour-In-Place, Form,
Place, Finish; Construction, Sidewalk and Driveway (Includes Pedestrian and; Construction, Vertical,
Concrete, Pour-In-Place, Form/Place; Curb Construction, Maintenance and Repair; Engineering
Consulting; Inspection Services, Construction Type; Masonry, Concrete, and Stucco Maintenance,
Finishing, and Re; Repair Services, Concrete, Including Removal and Replace; Sawing Concrete
Driveways, Pavement and Sidewalks**


Allen Gray, Manager
1/09/2024



Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Lox Construction 12364 85th Rd N West Palm Beach, FL 33412	
POLICY NUMBER 986222062		EFFECTIVE DATE: 09/09/2025	
CARRIER Progressive Express Insurance Company	NAIC CODE 10193		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2022 GMC SIERRA 1GT59ME79NF123115	
Comprehensive	\$500 Ded
Collision	\$500 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State National Insurance Company, Inc. 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 392573325 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTF9CQTJD-01-GL	06/18/2025	06/18/2026	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		NXTF9CQTJD-01-GL	06/18/2025	06/18/2026	EACH OCCURRENCE \$ 2,000,000.00
	AGGREGATE \$ 2,000,000.00						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PHOPHIL I OR PAR INER/EXLCUIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is Village of North Palm Beach. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

Village of North Palm Beach 501 US Highway 1 North Palm Beach, FL 33408	LIVE CERTIFICATE  Click or scan to view	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INVITATION TO BID
ITB 2026-PW-04

East Alley Wall Replacement



Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

Village of North Palm Beach
INVITATION TO BID
ITB 2026-PW-04

East Alley Wall Replacement

The Village of North Palm Beach is seeking Bids from qualified firms to reconstruct the existing wall located along the Village-owned alleyway on the east side of U.S. Highway One known as the East Alley Wall Replacement project.

Bid documents are available on the Village of North Palm Beach website at <http://www.village-npb.org/bids.aspx>, www.demandstar.com, or by contacting the Village Public Works Department at (561) 691-3440.

Sealed Bids must be clearly marked “**ITB 2026-PW-04, East Alley Wall Replacement**” and delivered to the Village Clerk at 501 US Highway One, North Palm Beach, Florida, 33408. The deadline for submission of bids is **Thursday, December 18, 2025 at 2:00 p.m. EST**. Bids submitted after the established deadline will not be accepted and will be returned to the sender unopened

A pre-bid meeting is scheduled for **Tuesday, December 2, 2025 at 10:30 a.m. EST**. The meeting will be held in the main conference room of the North Palm Beach Village Hall, located at 501 US Highway 1, North Palm Beach, FL.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Bid documents. Any questions regarding the substance of the Invitation to Bid documents or the scope of services must be submitted in writing via email to Jamie Mount, Public Works, jmount@village-npb.org. **The last day/time to submit questions will be Thursday, December 11, 2025 at 2:00 p.m. EST.**

The Village reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to select the Bidder that it deems will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: November 12, 2025

Publish: DemandStar
Date: November 12, 2025

Publish: Village of NPB Website
Date: November 12, 2025

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SECTION 1 GENERAL TERMS AND CONDITIONS

and any accompanying documentation. The vendor is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

1.1 DEFINITIONS

Bid: any offer(s) submitted in response to an Invitation to Bid.

Bidder: person or firm submitting a Bid in response to an Invitation to Bid.

Bid Solicitation, Solicitation, or Invitation to Bid: this Solicitation documentation, including any and all addenda.

Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.

Village: shall refer to the Village of North Palm Beach, Florida.

Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the Contract or agreement between the Village and the Bidder.

Contractor: successful Bidder or Bidder who is awarded a Contract to provide goods or services to the Village.

Public Works Department: The Public Works Department of the Village of North Palm Beach, Florida.

Responsible Bidder: A Bidder which has the capability in all respects to perform in full the Contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.

Responsive Bidder: A Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

1.2 CONE OF SILENCE

This Invitation to Bid is subject to the "Cone of Silence" provisions of Section 2-355 of the Palm Beach County Code of Ordinances. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

1.3 ADDENDUM

The Public Works Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda,

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable local, State, and Federal laws and regulations.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Public Works Department prior to the Bid opening date may withdraw a Bid.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the Village of North Palm Beach that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

1.9 DISCOUNTS (PROMPT PAYMENTS)

Discounts will not be applicable to this contract.

1.10 PREPARATION OF BIDS

The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms may result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall

use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**

The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.

The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".

When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION
 The Village of North Palm Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when, at the sole discretion of the Village, it is in the best interest of the Village.

1.12 AWARD OF CONTRACT
 The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.

The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined by the Village, at the sole discretion of the Village, to be in the Village's best interest to do so.

The Village reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.

The Bidder's performance as a prime Contractor or subcontractor on previous Village Contracts may be taken into account in evaluating the Bid received for this Bid Solicitation.

The Village will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.

The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the awarded Bid, the purchase order, and any change order(s) shall constitute the Contract.

The Public Works Director will decide all tie Bids.

Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.

1.13 CONTRACT EXTENSION
 Contract extensions will not be applicable to this contract.

1.14 WARRANTY
 All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES
 Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY
 It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other Contracts, use of any Contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK
 Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 LAWS AND REGULATIONS
 The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state,

and local laws that may affect the goods and/or services offered.

1.19 **LICENSES, PERMITS AND FEES**

The awarded Bidder shall hold all licenses and/or certifications, obtain, and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder. The Village will reimburse the awarded Bidder all required permit fees.

1.20 **SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the Contract for default.

1.21 **ASSIGNMENT**

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the Contract for default.

1.22 **RESPONSIBILITIES AS EMPLOYER**

The employee(s) and agent(s) of the awarded Bidder shall be considered to be at all times its employee(s) and agent(s)), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) or agent(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee or agent it deems unacceptable. All employees and agents of the awarded Bidder shall wear proper identification.

1.23 **INDEMNIFICATION**

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall

pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its elected officials, officers, employees, agents, and instrumentalities as herein provided.

If the Contract is for construction of a Village project, the Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes.

1.24 **COLLUSION**

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Bidder is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the Bidder's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder

identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for Contract award.

provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to the Contract, and upon request, make them available to the Village for three (3) years following expiration of the Contract. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

1.25 **MODIFICATION OF CONTRACT**

The Contract may be modified by mutual consent, in writing, through the issuance of a modification to the Contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.30 **OFFICE OF THE INSPECTOR GENERAL**

In accordance with Palm Beach County Ordinance No. 2011-009, the Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Bidders should review Palm Beach County Ordinance No. 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

1.26 **TERMINATION FOR CONVENIENCE**

The Village, at its sole discretion, reserves the right to terminate any Contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the Contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

1.31 **PRE-AWARD INSPECTION**

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.27 **TERMINATION FOR DEFAULT**

The Village reserves the right to terminate any Contract, in part or in whole, or place the awarded Bidder on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any Contract entered into pursuant to this ITB. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The awarded Bidder will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.32 **PUBLIC RECORDS AND PROPERTY OF THE VILLAGE**

Any material submitted in response to this Invitation to Bid shall become a public record and shall be subject to public disclosure in accordance with the Florida Public Records Law (Chapter 119, Fla. Stat.), except as otherwise provided by Chapter 119 or other applicable state or federal law. If a Bidder contends that part of its Bid is not subject to disclosure, the Bidder shall identify specifically any information contained in the Bid that the Bidder considers confidential or otherwise exempt from disclosure, and the Bidder shall cite the specific section of the law creating the exemption for such information. The Village reserves the right to make all determinations concerning the applicability of the Florida Public Records Law to any record submitted in response to this ITB.

All material submitted in response to this Solicitation becomes the property of the Village. The Village has the right to use any or all ideas presented in any response to this Solicitation, whether amended or not, and disqualification or rejection of a Bid does not affect this right.

1.28 **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its Contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other Contracts with such individual, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.33 **ADDITIONAL FEES AND SURCHARGES**

Unless provided for in the Contract, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.29 **ACCESS AND AUDIT OF RECORDS**

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall

1.34 **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under the Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

enforce compliance with this Solicitation, the Contract or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including appellate fees and costs.

1.35 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which address Affirmative Action requirements for disabled workers, are incorporated into this Solicitation and resultant Contract by reference.

1.36 **BINDING EFFECT AND NO THIRD-PARTY BENEFICIARIES**

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

Nothing in the Contract shall be construed as giving any rights or benefits to any third-party other than the Village and the awarded Bidder.

1.37 **ANNUAL APPROPRIATION**

The Village's obligation pursuant to any Contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract or agreement awarded shall result in automatic termination of the Contract or agreement. A non-appropriation event shall not constitute a default or breach of said Contract or agreement by the Village.

1.38 **GOVERNING LAW, VENUE, DISPUTES, AND REMEDIES.**

*This Solicitation and all transactions contemplated by the resultant Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. **The Village and Bidders knowingly, voluntarily and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Solicitation and the Contract.***

Prior to the filing of any claim, proceeding or litigation related to the Invitation to Bid or resulting contract, all claims, counter-claims, disputes, and other matters in questions between the Bidder and the Village will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding, or litigation.

1.39 **ATTORNEY'S FEES**

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to

1.40 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**

The Village of North Palm Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of Contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of the Contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with the Contract.

1.41 **AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS**

It is agreed and understood that any Village department or agency may access the Contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.42 **CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

1.43 **LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.44 **PURCHASE OF OTHER ITEMS**

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the Contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the Contract. The Village, at its sole discretion, will determine if

the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another Contract vendor, or a non-Contract vendor.

beyond the original Contract price which were incurred by the Village as a result of having to secure the services of another vendor.

1.45 **CONFLICTS OF INTEREST**

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

1.49 **CORRECTING DEFECTS**

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the Village may (a) place the awarded Bidder in default of its Contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

1.46 **PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.50 **ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under the Contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

1.47 **COMPLETION OF WORK AND DELIVERY**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Village.

1.51 **OMISSIONS IN SPECIFICATIONS**

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.48 **FAILURE TO DELIVER OR COMPLETE WORK**

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the Village reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for payment to the awarded Bidder for work that was completed, and items delivered by the awarded Bidder and accepted by the Village in accordance with the Contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and

1.52 **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the Contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

1.53 **TAXES**

The Village of North Palm Beach is exempt from Federal and State taxes for tangible personal property. The Village is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its

suppliers for materials used to fill any contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

1.54 **BIDDER'S COSTS**

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.55 **SUBSTITUTION OF PERSONNEL**

It is the intention of the Village that the awarded Bidder's personnel proposed for the Contract shall be available for the initial Contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the Contract for cause.

1.56 **FORCE MAJEURE**

The Village and the awarded Bidder are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

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 under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.57 **NOTICES**

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Bidder and the Village of North Palm Beach.

1.58 **SEVERABILITY**

Any provision or part of this Solicitation or the resulting Contract held to be void or unenforceable shall be deemed stricken and all remaining provisions shall be deemed valid and enforceable to the extent permitted by law. The Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

1.59 **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Section 287.0571, Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

1.60 **NO CONTINGENT FEES**

The Bidder represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the Contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of the Contract. Further, the Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining the Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out the Contract. It is understood and agreed by the Bidder that, upon the breach or violation of this provision, the Village shall have the right to terminate the Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

- 1.61 *INDEPENDENT CONTRACTOR*
The status of the Bidder under any resulting contract is that of an independent contractor. Nothing herein shall create or be construed as creating a partnership or joint venture between the Village and the Bidder. The Bidder does not have the power or authority to bind the Village in any promise, contract, or representation other than as specifically provided for herein (if any).
- 1.62 *NO LIEN RIGHTS*
The Bidder and any subcontractor utilized by the Bidder shall have no lien rights regarding any property owned by the Village or otherwise.
- 1.63 *SOVEREIGN IMMUNITY*
Nothing herein shall be construed as a waiver of Village's sovereign immunity, the limits of Section 768.28, Florida Statutes, nor the Village's consent to be sued by third parties. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to the resulting contract to claims or actions arising in tort and/or contract.
- 1.64 *IRON AND STEEL PRODUCTS*
If the Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.
- 1.65 *LUMBER, TIMBER, AND OTHER FOREST PRODUCTS*
If the Contract is for public work for the construction of public bridges, buildings, or other structure, lumber, timber, and other forest products must be produced and manufactured in the State of Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to select a contractor for the construction of the proposed wall along the east side of the alley located east of U.S. Highway One, in accordance with the plans, terms, conditions, and specifications contained in this Invitation to Bid.

2.2 CONTRACT MEASURES AND PREFERENCES

Per enclosed plans.

2.3 PRE-BID CONFERENCE

A pre-bid meeting is scheduled for **Tuesday, December 2, 2025 at 10:30 a.m. EST**. The meeting will be held in the main conference room of the North Palm Beach Village Hall, located at 501 US Highway 1, North Palm Beach, FL.

2.4 TERM OF CONTRACT

The Term of the Contract shall commence on the date of contract execution and shall continue until the satisfactory completion and acceptance of the works specified in the contract. The expected duration of the project, including procurement, is one hundred and eighty (180) days, commencing from the start date specified in the Village issued Notice to Proceed.

The Contractor shall complete all work, including but not limited to construction, renovation, and installation works, in accordance with the project timeline outlined in the contract. Any delays or extensions beyond the initial estimated completion date must be duly justified and are subject to approval by the Village of North Palm Beach.

Additionally, the Contractor is responsible for thorough site restoration and cleanup, including the repair of any areas used as staging or damaged during the project.

It is understood that the completion date is an estimate and may be subject to changes due to unforeseen circumstances. In such cases, the Contractor will provide timely notification and justification for any requested extensions. All extensions are subject to the review and approval of the Village of North Palm Beach.

2.5 OPTIONS TO RENEW

Renewal options are not included with this contract solicitation.

2.6 VENDOR REQUIREMENTS

The Village will award the Contract to the lowest priced responsible Bidder. The responsible Bidder must successfully demonstrate that they:

- Are a licensed and bonded General Contractor within the State of Florida.
- Have successfully completed similar projects within the last three (3) years.
- Can provide at least three (3) references from past projects.

The Village reserves the sole right to waive any of the requirements outlined above in selection of a contractor to provide the requested services.

2.7 PRICES

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Price adjustments will not be applicable to this contract.

2.9 EXAMINATION OF SERVICE AREA

The Village will make arrangements for the awarded Bidder to examine the areas where services are to be performed, if requested by the awarded Bidder.

2.10 EQUAL PRODUCTS

Intentionally Omitted

2.11 TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under the Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and awarded Bidder agree that as liquidated damages for delay (but not as a penalty) the awarded Bidder shall pay to the Village an amount equal to \$1000.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Awarded Bidder.

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the Village.

The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Village of North Palm Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of North Palm Beach.

The awarded Bidder must submit a current Certificate of Insurance, naming the "Village of North Palm Beach, its elected officials, employees, and agents" as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all

applicable Federal laws. The Village reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. **COMPREHENSIVE GENERAL LIABILITY**

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00); and include Products/Completion Liability of Two Million Dollars (\$2,000,000). Such certificate shall list the Village as additional insured.

NOTE: If Comprehensive General Liability limits are less than Two Million Dollars (\$2,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than Two Million Dollars (\$2,000,000.00).

iii. **AUTOMOBILE LIABILITY**

Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The awarded Bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the awarded Bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of North Palm Beach its elected officials, employees, and agents as an additional insured.

2.13 **BID BOND/GUARANTY**

Each bid must be accompanied by a bid bond in a sum of not less than five percent (5%) of the total bid. The only types of acceptable surety are: (a) a bid bond signed by a surety company authorized to do business in the State of Florida; (b) a cashier's check; or (c) a certified check drawn upon a responsible financial institution. The bid bond pledges that the successful bidder will enter into a Contract with the Village and furnish the bonds required by the Bid Documents. Should the awarded bidder refuse to enter into the Contract or fail to furnish such bonds, the amount of the bid bond shall be forfeited to the Village as liquidated damages, not as a penalty.

2.14 **PERFORMANCE BOND**

As required by Section 255.05(1), Florida Statutes, the awarded Bidder shall record in the public records a statutory payment and performance bond prior to commencing work.

2.15 **CERTIFICATIONS**

Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, hold the applicable certificate or license, issued by the State or County Examining Board qualifying the Bidder to perform the work under this Contract. A copy of the License or Certificate should be submitted with the Bid.

2.16 **METHOD OF PAYMENT**

The awarded Bidder shall submit an invoice to the Village department after the work has been completed and accepted by the Village. The date of the invoice shall not exceed thirty (30) calendar

days from completion and acceptance of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the work performed, the Contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 WARRANTY REQUIREMENTS
In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period, regardless of whether the Bidder is under Contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL DEPARTMENTS
Although this Solicitation and resultant Contract identifies the Public Works Department as the main user department of the Contract, it is hereby agreed and understood that any Village department or agency facility may be added to the Contract at the option of the Village, for similar services.

2.20 CLEAN UP
The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Village's authorized representative.

2.21 DEMONSTRATION OF EQUIPMENT
Not Applicable

2.22 HOURLY RATE
The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The hourly rate shall be paid based on each actual hour worked, or part thereof.

2.23 PATENTS AND ROYALTIES
The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article, upon request, to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.24 PRE-CONSTRUCTION CONFERENCE

The awarded Bidder shall schedule a Preconstruction Conference, with the Village of North Palm Beach Public Works Department, within ten (10) days of notification of award. The Preconstruction Conference shall be held a minimum of fifteen (15) business days in advance of construction commencement.

2.25 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.073, *Florida Statutes*, all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the Village. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the Village's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

No subcontracting will be allowed for the work projects contemplated in the Contract resultant from this Solicitation. However, for certain projects or emergencies, the Village may allow the awarded Bidder to sub-contract some of the work, if such sub-contracting is deemed necessary, by the Village, for the effective and proper completion of the work.

2.27 OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.28 CONDITIONS OF WORK; DAMAGES

If property (public or private) is damaged while the awarded Bidder is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the awarded Bidder in a manner acceptable to the Village. The property shall include, but not be limited to: boat docks, boat lifts, pilings, playing field surfaces, irrigation installations, structures,

parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

The awarded Bidder shall submit to the Village for review, pictures or video of the work site(s) having pre-existing damage to structures, playing field surfaces, irrigation and drainage installations, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the awarded Bidder to make repairs as per the terms of this Section.

Notwithstanding the above, the awarded Bidder must take all necessary and reasonable precautions to prevent disruption or damage to Village facilities and properties, and private properties. If the awarded Bidder believes that work assigned may cause unpreventable damage, the awarded Bidder must bring the situation to the attention of the authorized Village representative so that mitigation methods can be developed. Such mitigation efforts by the Village, shall not absolve the awardee Bidder from responsibility to repair and make good any damage to public or private property.

2.29 HOURS OF WORK

The Village's normal hours of work are: Mondays – Fridays, 8:00am – 5:00pm; except for holidays. Any work performed outside these hours shall be properly identified and categorized as after-hours or weekend work.

Since emergencies may occur at any time, emergency work will be compensated based on the specific rates offered by the awarded Bidder for such work, whether the work is performed during normal working hours, weekends, or on holidays.

2.30 APPEARANCE

The awarded Bidder(s) shall be responsible for the appearance of all its employees while assigned on Village projects. The Bidder's employees must wear clean clothing, and attire acceptable to the Village, and must meet all appropriate protective and safety regulations.

2.31 PAYMENT

The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the project. Contractor's invoices shall be submitted to:

Village of North Palm Beach
Attn: Finance Department
501 U.S. Highway One
North Palm Beach, FL 33408

The Village's Public Works Director or designee will review each invoice submitted by the Contractor. If approved, the Village will make payment in accordance with the Contract Documents. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Village will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Village the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Village shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (“Punch List Walkthrough”). The Village shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Village no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Village and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Village), the Contractor shall submit a “final invoice” to the Village. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Village shall pay the remainder including any amount held as retainage.

Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Village.

Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Village releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

2.32 EXCLUSIVITY

The Contract to be awarded under this Solicitation shall be exclusively awarded to a single Bidder.

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

The Village of North Palm Beach is seeking Bids from qualified firms to provide professional construction services, within the Village of North Palm Beach, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The awarded Bidder will provide services in accordance with the approved construction plans contained in Section 9 – Plan Exhibits.

The scope of the project is summarized as the removal and construction of approximately 3,710 linear feet of 8' concrete wall, matching the architectural style, location and color scheme as close as possible to the existing East Alley Wall located between Ebbtide Dr. and Anchorage Dr. S.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, due date for Bids, and titled "ITB 2026-PW-04, East Alley Wall Replacement". Included in the envelope shall **be one (1) original and one (1) electronic version on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive. The original should be marked "ORIGINAL", and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: East Alley Wall Replacement

Due Date and Time: **Thursday, December 18, 2025 at 2:00 p.m. EST**

Name of Bidder

**SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING**

SUMMARY INFORMATION

To be considered for evaluation to be added to the Vendor Pool, the Bidder must submit the following Company Summary information.

Name of Firm: _____

Owner or Principal: _____

Years in Business: _____

Number of Employees: _____

Name of Primary Contact: _____

Telephone of Primary Contact: _____

NOTE: The Bidder shall attach additional information demonstrating they:

- are a licensed and bonded General Contractor within Florida.

PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page. Prepare bids on the Bid Form provided with all blanks on the Bid Form filled in by typewriter or written in ink.

**SECTION 6
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____
- Addendum #9, Dated _____
- Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

**SECTION 7
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 8
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, BID BOND
FORMAT

7.1 **AFFIDAVITS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Sworn Statement on Discrimination
- e. Scrutinized Vendor Certification
- f. Trench Safety Affidavit [if applicable]
- g. Non-Collusion Affidavit
- h. Bid Bond Form

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder’s firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, Contracts, or property interest for this Bid.

- _____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, Contracts, or property interest for this Bid.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that "discrimination" as defined in Section 287.134(1)(b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

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

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

- 1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

- 2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a Bids for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRENCH SAFETY AFFIDAVIT (IF APPLICABLE)

_____ (Bidder) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the Bids and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below (attach additional sheets as necessary):

Schedule Item	Trench safety Measure (Slope, Trench Shield, etc.)	Cost
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

_____ (Signature) _____ (Date)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me by means of physical presence or online notarization on _____ (date) by

_____ (name). He/She is personally known to me or has

Presented _____ (type of identification) as identification.

 Notary Public Signature and Seal

 Print Notary Name and Commission No.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address and Principal Place of Business):

OWNER (Name and Address):

BID DUE DATE: December 4, 2025
PROJECT: East Alley Wall Replacement
BOND:

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal)

SURETY

(Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds or public construction bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and

in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

SAMPLE CONTRACT FORMAT

Below is the standard contract format for this Invitation to Bid. This is a sample contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the Village of North Palm Beach, a Florida municipal corporation (“Village”), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village’s Invitation to Bid No. _____, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Village agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Contract shall include and amendments hereto and shall incorporate the terms, conditions, and specifications set forth in the Village’s Invitation to Bid No. _____, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder (the “Contract Documents”). In resolving conflicts in any of the Contract Documents, the order of contract precedence shall be any amendments to this Contract and then this Contract and then the Village’s Invitation to Bid No. _____ and then the Contractor’s response to the Invitation to Bid.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village’s Invitation to Bid, which are incorporated herein by reference (“Work”).

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager -Chuck Huff
Email: Chuff@Village-npb.org
- ii. with a copy to: Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408
Attn: Assistant Director Public Works -Jamie Mount
Email: JMount@Village-npb.org
- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

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

e. Counterparts: This Contract and all and amendments thereto may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

ARTICLE 5. CONTRACT TERM

a. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the Village, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of the Contract.

b. The services provided by Contractor shall be commenced subsequent to execution and approval of this Contract by the Village and upon written notice from the Village to Contractor to proceed and shall be completed within **(120) calendar days**.

ARTICLE 6. E-VERIFY

Contractor warrants and represents that Contractor and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. Contractor has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the Village has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this

Contract pursuant to Section 448.095(5), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. PUBLIC RECORDS

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

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

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

ARTICLE 8. HUMAN TRAFFICKING

Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, MMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__ by _____, as _____, of _____, a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [Contractor], to the same.

Notary Public

Print Name: _____
My commission expires: _____

SECTION 9
PLANS & EXHIBITS

- Civil Engineering plans -Engenuity Group, dated July 2025.
- Geotechnical Report – Terracon, dated July 24, 2024

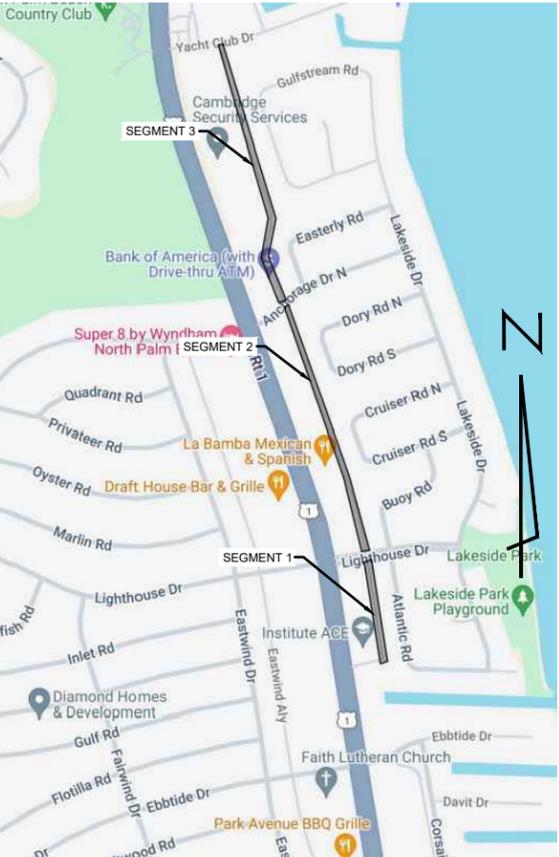
EAST ALLEY WALL REPLACEMENT NORTH PALM BEACH ENGINEERING PLANS

JULY 2025

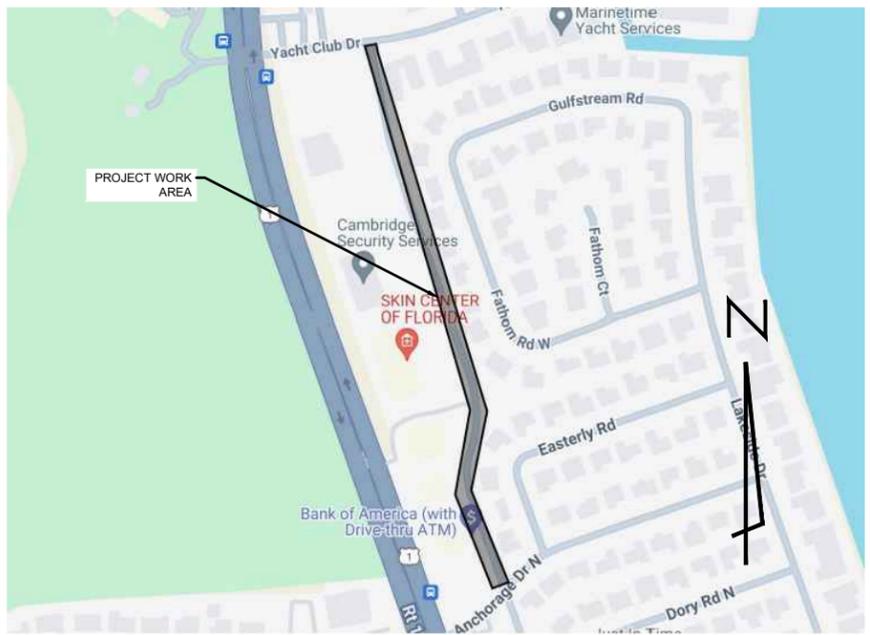
VILLAGE OF NORTH PALM BEACH



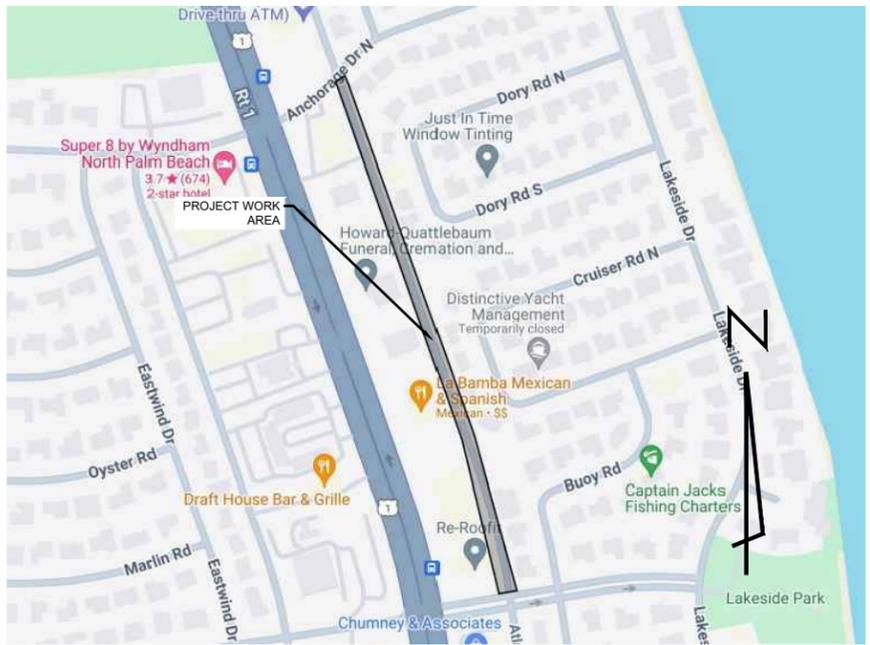
LOCATION MAPS



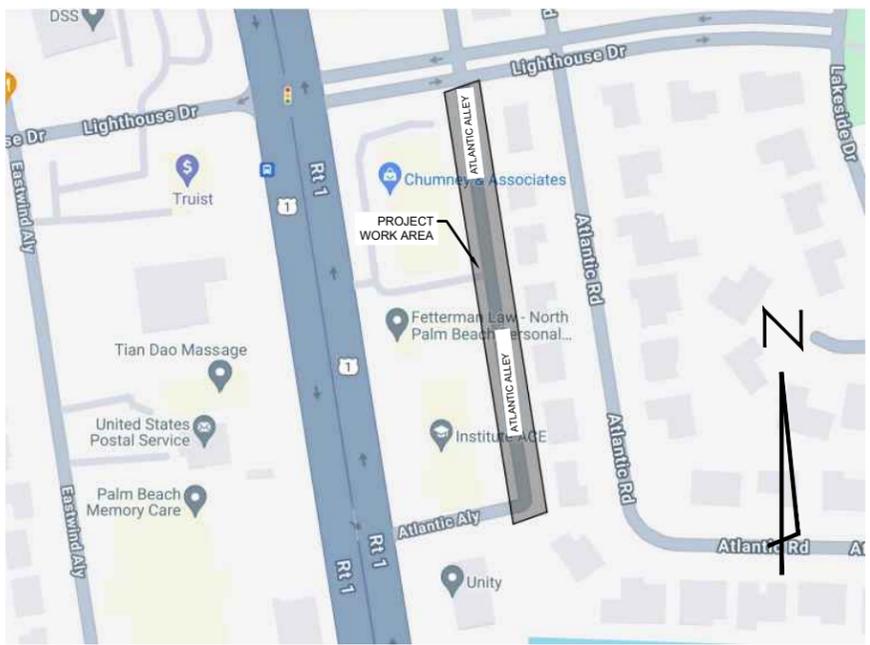
ALL PROJECT SITE (NTS)



SEGMENT 3 (NTS)



SEGMENT 2 (NTS)



SEGMENT 1 (NTS)

Sheet List Table

SHEET NUMBER	SHEET TITLE
C-1	COVER
C-2	ENGINEERING PLAN
C-3	ENGINEERING PLAN
C-4	ENGINEERING PLAN
C-5	ENGINEERING PLAN
C-6	ENGINEERING PLAN
C-7	ENGINEERING DETAILS
C-8	GENERAL CONDITIONS & QUANTITIES

NO.	DATE	REVISIONS	REMARKS	BY

ADAM C. SWANEY, P.E.
NO. 72235

EAST ALLEY WALL REPLACEMENT
NORTH PALM BEACH
PALM BEACH COUNTY
COVER

engenuity group inc.
A Higher Standard of Excellence
1280 N. CONGRESS AVE., SUITE 101
WEST PALM BEACH, FL 33411-3809
PH: 561.843.8900
WWW.ENGUNITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7085

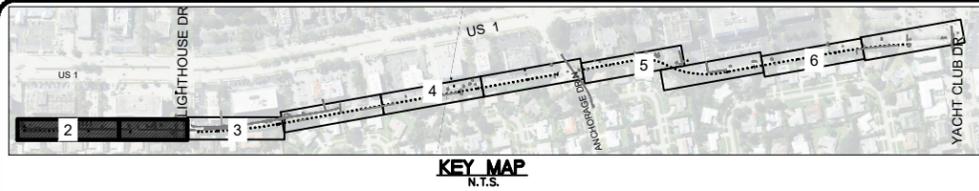
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DRAWN BY	KG
PROJECT ENG	ACS
PROJECT MGR	ACS
CHECKED	ACS

SHEET NO.
C-1 OF 8
JOB NO.
03045.193

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GENERAL NOTES:

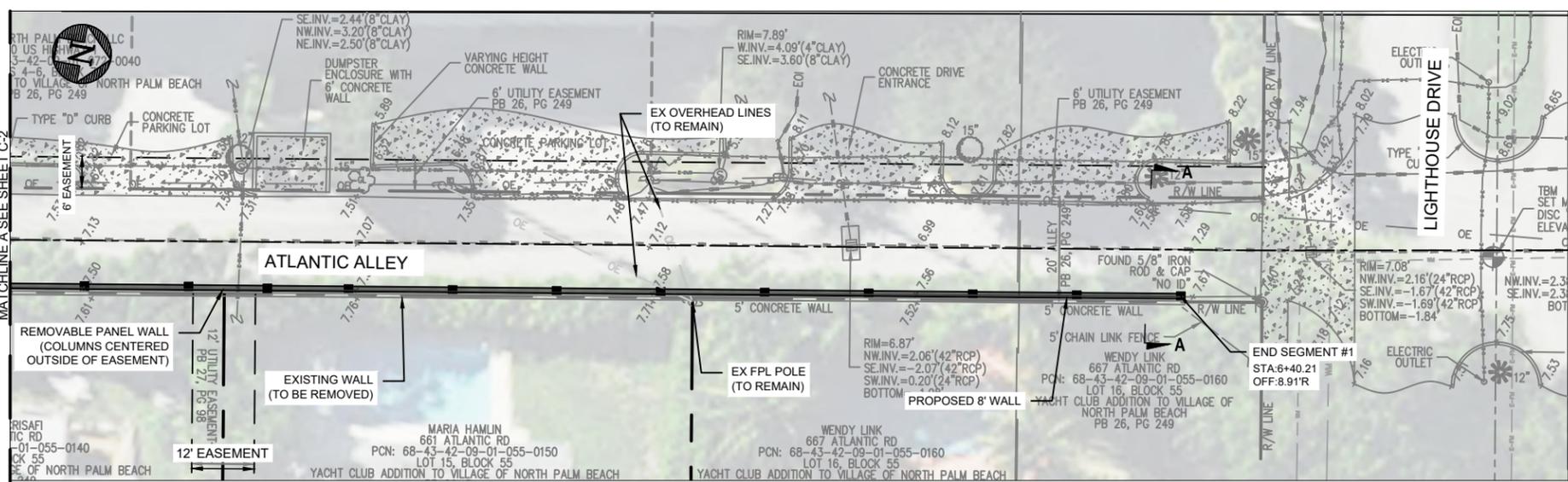
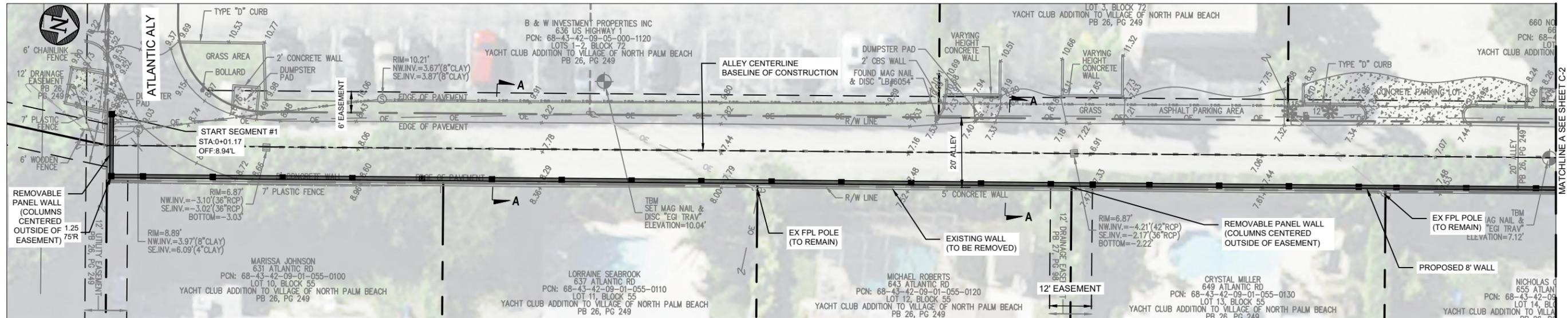
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 1988) AND REFERENCE THE FOLLOWING BENCHMARKS:
- NAME: NPB COUNTRY CLUB ELEVATION= 15.871 NAVD 88
- THE FOLLOWING CONVERSION MAY BE USED TO CONVERT FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) (PER ARMY NAVD 88 + 1.517 = NGVD 29).
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. LAST DATE OF FIELD SURVEY: 5-22-2024
- CONSTRUCTION SHALL BE PHASED SUCH THAT EACH SEGMENT IS COMPLETED IN ITS ENTIRETY BEFORE COMMENCING THE NEXT SEGMENT.
- PROPERTY OWNERS WILL BE PROVIDED ADVANCED NOTICE TO ALLOW THEM TO REMOVE ANY EXISTING FEATURES (IE: FENCE, POST, PLANTS) ATTACHED TO EXISTING WALL.
- CONTRACTOR WILL PROVIDE SECURITY FENCING FOR RESIDENT PROPERTIES BETWEEN DEMOLITION AND NEW WALL CONSTRUCTION
- CONTRACTOR SHALL COMMIT TO A 5-YEAR REPAIR PERIOD IN COMPLIANCE WITH THE REQUIRED WALL WARRANTY.



LOCATION MAP N.T.S.
GRAPHIC SCALE



SCALE: 1" = 30'



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NO.	DATE	REVISIONS	REMARKS	BY

ADAM C. SWANEY, P.E.
NO. 72235

**EAST ALLEY WALL REPLACEMENT
NORTH PALM BEACH
PALM BEACH COUNTY
ENGINEERING PLAN**

engenuity group inc.
A Higher Standard of Excellence
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561) 965-1100 FAX (561) 965-9390
WWW.ENGENUITYGROUP.COM
CERTIFICATE OF AUTHORIZATION #7085

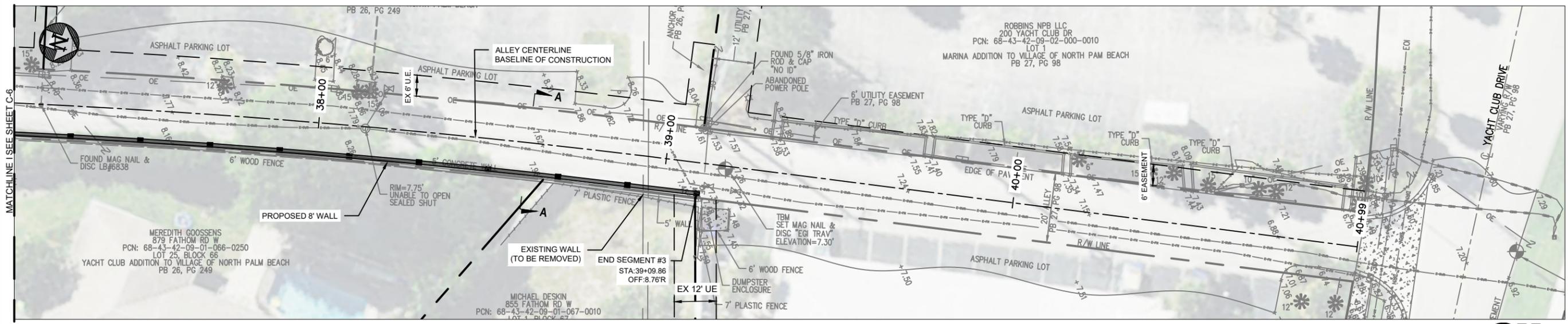
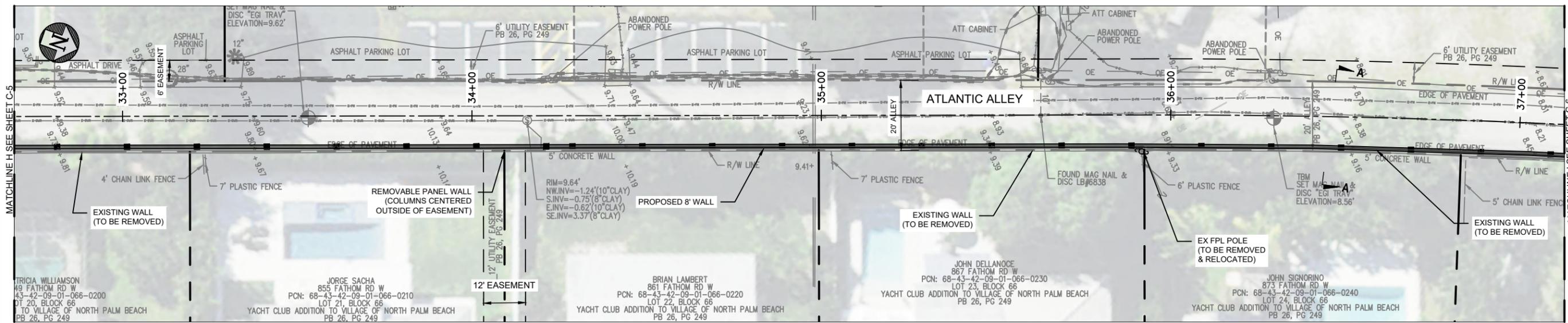
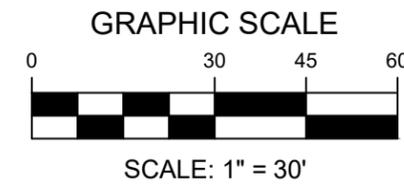
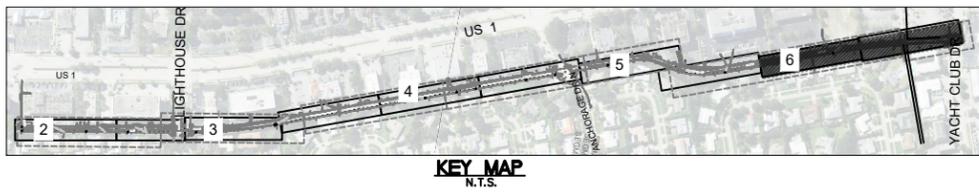
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JULY 2025	KG	ACS	ACS	ACS	ACS

SHEET NO.
C-2 OF 8
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NO.	DATE	REMARKS	BY

ADAM C. SWANEY, P.E.
NO. 72235

**EAST ALLEY WALL REPLACEMENT
NORTH PALM BEACH
PALM BEACH COUNTY
ENGINEERING PLAN**

engenuity group inc.
A Higher Standard of Excellence
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH: (561) 965-3111 / (561) 965-3390
CERTIFICATE OF AUTHORIZATION #7085

DATE	DRAWN BY	PROJECT ENG	PROJECT MGR	CHECKED
JULY 2025	KG	ACS	ACS	ACS

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JOB NO.
03045.193

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East Alley Wall Replacement

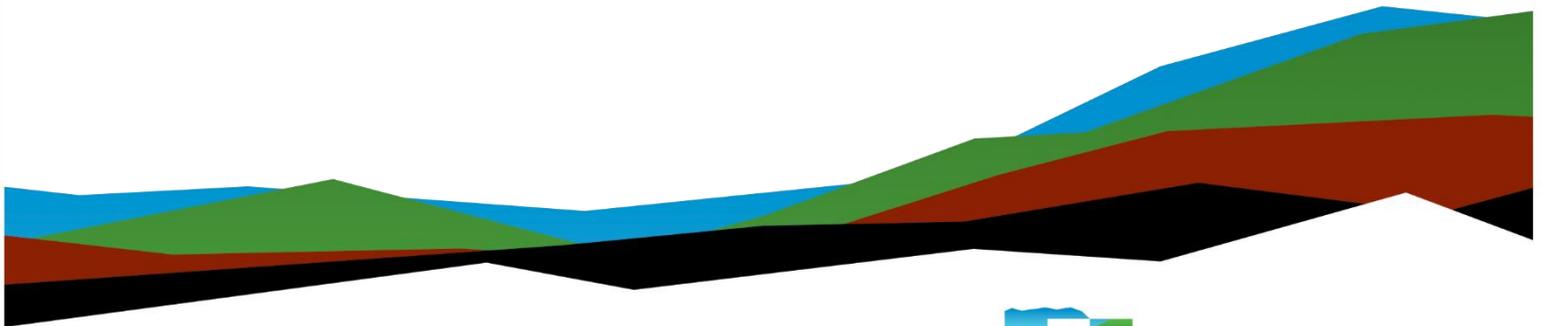
Geotechnical Engineering Report

Village of North Palm Beach, Florida

July 24, 2024 | Terracon Project No. HD245034

Prepared for:

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409



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- Environmental
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Tampa, Florida 33634
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Terracon.com

July 24, 2024

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Attn: Kevin Gomez
P: 561-655-1151
E: kgomez@engenuitygroup.com

Re: Geotechnical Engineering Report
East Alley Wall Replacement
Yacht Club Drive to Atlantic Aly
Village of North Palm Beach, Florida
Terracon Project No. HD245034

Dear Mr. Gomez:

We have completed the Geotechnical Engineering services for the above referenced project in general accordance with Terracon Proposal No. PHD245083 dated June 5, 2024. This report presents the findings of the subsurface exploration and provides the recommended soil parameters and construction considerations for the foundation of the post and panel walls.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon
Registry Number 8830



Eric Jeske
Eric Jeske, P.E.
Project Engineer
Registration No.: 99023

Douglas S. Dunkelberger, P.E.
Senior Principal
Florida Registration No.: 33317

Maritza Guzman
Maritza Guzman, E.I.
Project Manager (EI)

This report has been digitally signed and sealed by Douglas S. Dunkelberger, P.E. on date adjacent to the seal. Printed copies are not considered signed and sealed and the signature must be verified on any electronic copies.

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Attachments

Exploration and Testing Procedures

Site Location and Exploration Plans

Exploration and Laboratory Results

Supporting Information

Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the  Terracon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed East Alley Wall Replacement project located between Yacht Club Drive to Atlantic Aly in the Village of North Palm Beach, Florida. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Wall post foundations
- Construction and dewatering considerations

The geotechnical engineering Scope of Services for this project included the advancement of test borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the [Exploration Results](#) section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning.

Item	Description
Information Provided	<p>The following information was provided to us by Kevin Gomez with Engenuity via email on June 27, 2024 and May 28, 2024.</p> <ul style="list-style-type: none">■ East Alley Wall Replacement North Palm Beach Engineering Plans dated May 2024.■ Shop Drawings 6H to 8H prepared by Precast Wall Systems Inc.

Item	Description
<p>Project Description</p>	<p>The project will consist of the demolition of three existing retaining walls and construction of a new post and panel wall from Yacht Club Drive to Atlantic Aly in the Village of North Palm Beach, Florida, approximate 3,700 feet of wall.</p> <p>The new wall is planned to be a post and panel wall. The proposed wall will typically consist of a 20-foot panel section with the post of the wall being set in a 30-inch diameter, cast-in-place concrete drilled shaft. The wall is planned to be 7 feet high. The wall will serve as a noise barrier and privacy wall between the alley and adjacent properties.</p> <p>The project has been divided into three segments. Segment 1 runs from Yacht Club Drive to Anchorage Drive N., Segment 2 from Anchorage Drive N. to Lighthouse Drive, and Segment 3 from Lighthouse Drive to Atlantic Aly.</p>
<p>Free-Standing Retaining Walls</p>	<p>Seven-foot-high post and panel wall, which will serve as a privacy and noise wall.</p>

Terracon should be notified if any of the above information is inconsistent with the planned construction, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our review of publicly available geologic and topographic maps.

Item	Description
<p>Parcel Information</p>	<p>The project is located within the east right-of-way for the Alleys located between Hwy 1 and properties to the east from Yacht Club Drive to Atlantic Aly in the Village of North Palm Beach, Florida See Site Location</p>
<p>Existing Improvements</p>	<p>Alley way that is surrounded by commercial and residential properties</p>
<p>Current Ground Cover</p>	<p>Asphalt pavement.</p>
<p>Existing Topography</p>	<p>According to “Engineering Plans” drawings prepared by Engenuity Group, Inc. (dated May 2024) the ground surface is relatively flat with elevations at the borehole locations varying between +7 feet to +9 feet (NAVD).</p>

USDA Soil Survey

The USDA Soil Survey for Palm Beach County notes that the soils on the site include two natural soil groups. The table below provides basic information about these soil types.

Map Unit	Soil Name	General Description	Depth to Seasonal High Groundwater Table (inches)
4	Arents – Urban land complex, 0 to 5 percent slopes	This soil type is considered to be a mildly poor draining soil. It consists of sands from 0 to 72 inches.	24 to 36
35	Quartzipsamments, shaped, 0 to 5 percent slopes	This soil type is described as a well-draining soil. Fine sands extend from 0 to 80 inches	More than 80

The alignment of the proposed wall is primarily located within the *Arents – Urban land complex* soil type. This soil type contains a mixture of fill and natural soils which are sandy in texture.

It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types typical for the project area.

Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration Results](#) and the GeoModel can be found in the [Figures](#) attachment of this report.

As part of our analyses, we identified the following Model Layers within the subsurface profile. For a more detailed view of the Model Layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Sand	Poorly graded fine to medium SAND, some lenses with trace to some sand-sized to gravel-sized shell fragments (SP)
2	Silty Sand	Poorly graded silty fine SAND (SM)

All the boring were completed within the alley along the proposed wall alignment. The pavement structure at the boring locations consisted of 3 inches to 6 inches of asphalt overlaying 8 inches to 22 inches of base course/ shell base.

The generalized soil profile typically consisted of fine to medium sands (Model Layer 1) and extended to the termination depth of 20 feet. In some borings, the sands were observed to contain shell fragments of varying sizes within the upper 2 to 10 feet. As an exception to the typical profile, Boring B-2 showed a silty sand layer (Model Layer 2) from 12 to 16 feet below existing grade.

The relative density of the sand typically ranged from very loose to medium dense. Notably, very loose soils were observed in Boring B-2 within the silty sand layer (Model Layer 2) where the split-spoon sampler fell 24 inches solely under the weight of the drilling rod (i.e., WOR recorded).

Laboratory testing was performed on two samples collected from the silty sand layer (Model Layer 2). Results from the testing indicated a fines content (percentage of soil particles passing the U.S. No. 200 sieve) between 22% and 44% with a moisture content between 70% and 95%. With such elevated fines and moisture content, this material will behave, from a strength perspective, more like a soft silt than a loose sand.

Groundwater Conditions

The depth to groundwater was measured while drilling at a depth between 4.5 and 6.5 feet below existing ground surface. Based on our collected data and the information provided by the USDA Soil Survey, we roughly estimate that the seasonal high groundwater level may be around a depth of 3 feet below existing ground surface during a typical (normal) year in terms of rainfall.

Groundwater conditions change because of seasonal variations in rainfall, runoff, and other conditions not apparent at the time of drilling. Long-term groundwater monitoring was outside the scope of services for this project.

Geotechnical Overview

The subsurface materials found in our borings consisted of very loose to medium dense sands which appear to be generally suitable for the support of the planned drilled shaft foundations, provided that the recommendations provided in this report are implemented in the design and construction phases of this project. As an exception, layer of soft, fine-grained (silty) soil was encountered between a depth of 12 feet below and 16 feet in one of the twelve boring drilled for this study. Where such soils are encountered during foundation installation, the depth of shaft may need to be extended into underlying soils of firmer consistency.

The groundwater levels were measured at depths between 4.5 to 6.5 feet below surface. Due to the relatively high groundwater level and clean sand soils the contractor may likely have to use temporary casing and conventional "wet" techniques when installing the drilled shafts.

The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the [Exploration Results](#)), engineering analyses, and our current understanding of the proposed project. The [General Comments](#) section provides an understanding of the report limitations.

Earthwork

Earthwork is anticipated to include demolition of the existing wall and excavations (augered holes) for the construction of the drilled shafts for the posts of the new wall. The holes which are created during the removal of the existing posts may be backfilled with sand (structural fill) which is excavated from the construction of the new posts provided it is free of deleterious material with a fines content less than 12% passing No. 200 sieve meeting structural fill criteria. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for the drill shafts.

Demolition

The proposed wall will be constructed along the alignment of the existing wall which will need to be demolished. The demolition wall should also include the removal of existing foundations.

Fill Material Types

Fill required to achieve design grade should be classified as structural fill. Structural fill is material used to achieve grade within the construction limits of the project.

On-Site Borrow Soil: Excavated on-site soil may be selectively reused as fill for the post and panel wall segments.

Material property requirements for on-site soil for use as structural fill are noted in the table below:

Property	Structural Fill
Composition	Free of deleterious material; organic content less than 2%
Maximum particle size	2 inches
Fines content ²	Less than 12%
Plasticity	Non-plastic
GeoModel Layer Expected to be Suitable ¹	1

1. Based on subsurface exploration. Actual material suitability should be determined in the field at time of construction.
2. If fines contents are greater than 12 percent, special design and construction procedures may be necessary.

Imported Fill Materials: Imported fill materials should meet the following material property requirements. Regardless of its source, compacted fill should consist of approved materials that are free of organic matter and debris.

Soil Type ¹	USCS Classification	Acceptable Parameters
Structural Fill	SP, SP-SM, SP-SC	fines content <12%; organic content <2%

1. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill
Maximum Loose Lift Thickness¹	6 to 8 inches
Minimum Compaction Requirements^{2,3}	95% of max. below wall foundations and within 1 foot of finished pavement subgrade
Water Content Range¹	±3% of Optimum

1. Loose thickness when heavy compaction equipment is used in vibratory mode. Lift thickness should be decreased if static compaction is being used, typically to no more than 8 inches, and the required compaction must still be achieved. Use 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is required.
2. Maximum density and optimum water content as determined by the modified Proctor test (ASTM D 1557).
3. Based on the Proctor testing in construction, these limits may be adjusted.

Earthwork Construction Considerations

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties and structures. Our scope of services does not include review of available final grading information or consider potential temporary grading performed by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/ precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be monitored or instrumented for potential ground movements that could negatively affect adjoining property and/or structures.

Wall Foundations

Drilled Shaft Recommended Design Soil Parameters

The following table provides the recommended soil parameters to be used in the design of the post and panel wall. It is our understanding these parameters will be used by others to determine the minimum embedment depth for the drilled shafts. It is recommended that the design accounts for potential temporary excavations that may occur around the wall for pavement replacement, utility construction and landscaping.

Stratigraphy ¹		γ' (pcf) ²	Drained and Undrained Strength Parameters		Soil Modulus k (lbs/in ³) ²
Depth	Material		Cohesion c (psf) ^{2,3,4}	ϕ ^{2,3,4}	
0-20	Sand (Submerged)	47	0	28	15

1. See Subsurface Profile in [Geotechnical Characterization](#) for more details on Stratigraphy.
2. Definition of Terms:
 - ϕ : Internal friction angle, based on the average N-values from the soil borings and using Peck, Hanson, Thornburn (1974).
 - γ' : effective unit weight.
 - k**: based on average N-values and using Table presented in Appendix B in the FDOT Soils and Foundations Handbook.
3. Cohesive soils were not encountered in the borings. Therefore, drained and undrained parameters are the same.
4. Assuming no or zero strength contribution from the Model Layer 2 soils.

Drilled Shaft Construction Considerations

The drilling contractor should be experienced in the subsurface conditions observed at the site, and the excavations should be performed with equipment capable of providing a flat bottom. The contractor is generally expected to use conventional “wet” techniques for installation of drilled shafts. Slurry (natural, mineral, or polymer) drilling procedures will be required to reduce the potential for excavation sidewall collapse. The use of temporary steel casing may also be required for construction of the drilled shaft foundations. The length of the temporary casing is the responsibility of the contractor.

If soft soil similar to the silty sand soil encountered between a depth of 12 feet and 16 feet in Boring B-2, the length of the shaft should be extended at the discretion of the contractor until suitable soils are encountered. The drilled shaft installation process should be performed under the observation of the Geotechnical Engineer. The Geotechnical Engineer should document the shaft installation process including groundwater conditions observed, consistency with expected conditions, and details of the installed shaft.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can

Geotechnical Engineering Report

East Alley Wall Replacement | Village of North Palm Beach, Florida

July 24, 2024 | Terracon Project No. HD245034



include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

Geotechnical Engineering Report

East Alley Wall Replacement | Village of North Palm Beach, Florida

July 24, 2024 | Terracon Project No. HD245034

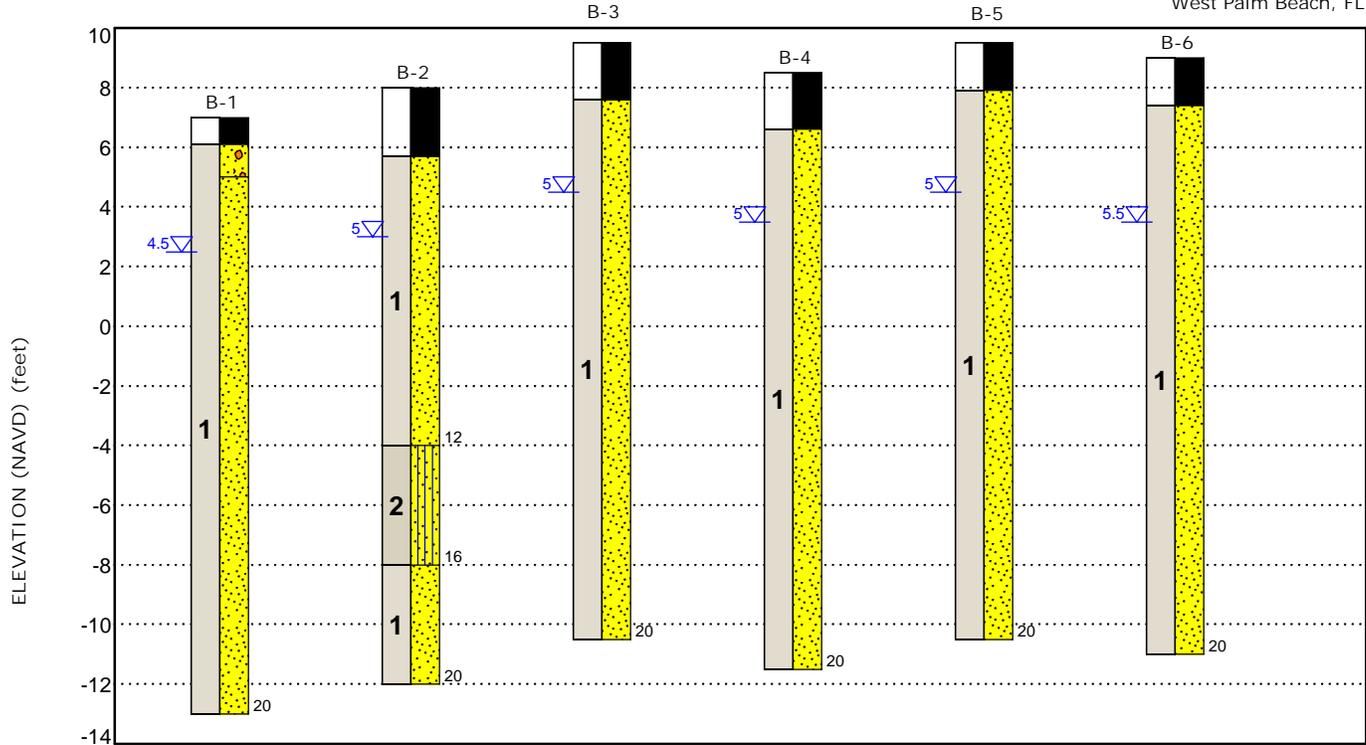


Figures

Contents:

GeoModel

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend			
1	Sand	Poorly graded fine to medium SAND, some lenses with trace to some sand-sized to gravel-sized shell fragments (SP)		Pavement		Poorly-graded Sand with Gravel
2	Silty Sand	Poorly graded silty fine SAND (SM)		Poorly-graded Sand		Silty Sand

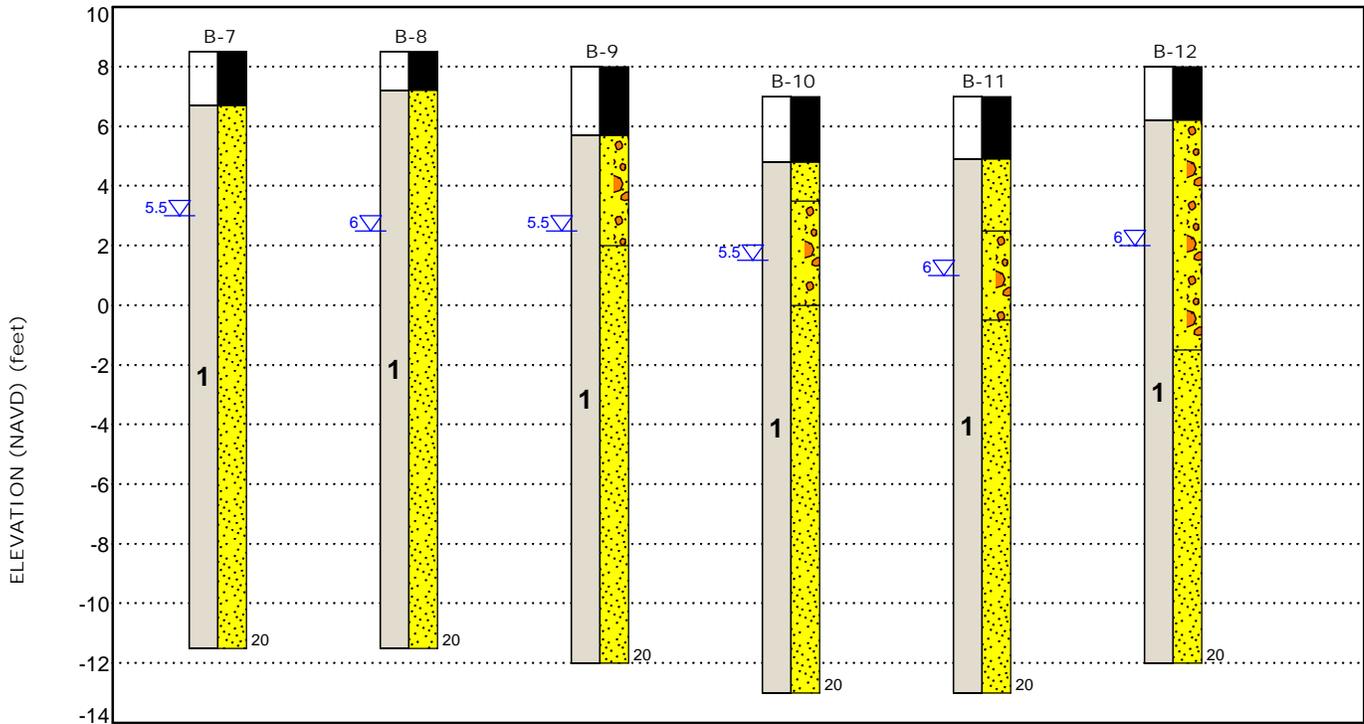
First Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
 Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
 Numbers adjacent to soil column indicate depth below ground surface.

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend	
1	Sand	Poorly graded fine to medium SAND, some lenses with trace to some sand-sized to gravel-sized shell fragments (SP)	Pavement	Poorly-graded Sand
2	Silty Sand	Poorly graded silty fine SAND (SM)	Poorly-graded Sand with Gravel	

First Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
 Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
 Numbers adjacent to soil column indicate depth below ground surface.

Geotechnical Engineering Report

East Alley Wall Replacement | Village of North Palm Beach, Florida

July 24, 2024 | Terracon Project No. HD245034



Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Approximate Boring Depth (feet)	Location
12	20	Segments 1, 2 & 3

Boring Layout and Elevations: Terracon personnel provided the boring layout using handheld GPS equipment (estimated horizontal accuracy of about ± 10 feet) and referencing existing site features. Approximate ground surface elevations were estimated using Google Earth. If elevations and a more precise boring layout are desired, we recommend borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted, rotary drill rig. Samples were collected continuously in the upper 10 feet (unless otherwise noted) of each boring and at intervals of 5 feet thereafter. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon for each six-inch penetration interval is recorded. The 2nd and 3rd six-inch increments are added together and reported as the Standard Penetration (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. For safety purposes, all borings were backfilled with bentonite chips after their completion. Pavements were patched with cold-mix asphalt and/or pre-mixed concrete, as appropriate.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

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East Alley Wall Replacement | Village of North Palm Beach, Florida

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- Water content
- Percent Fines

The laboratory testing program included review of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

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East Alley Wall Replacement | Village of North Palm Beach, Florida
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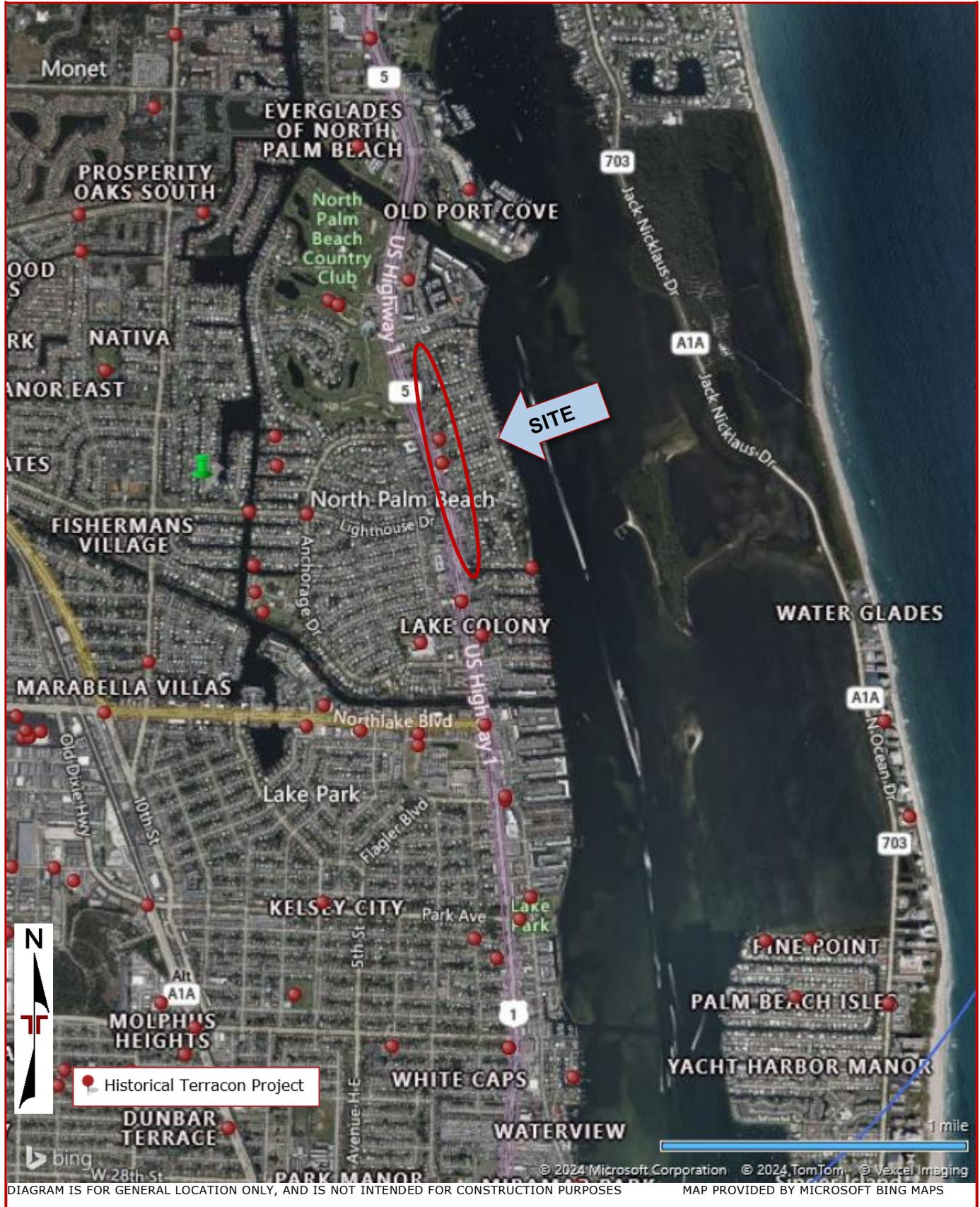


Site Location, Soil Survey, and Exploration Plans

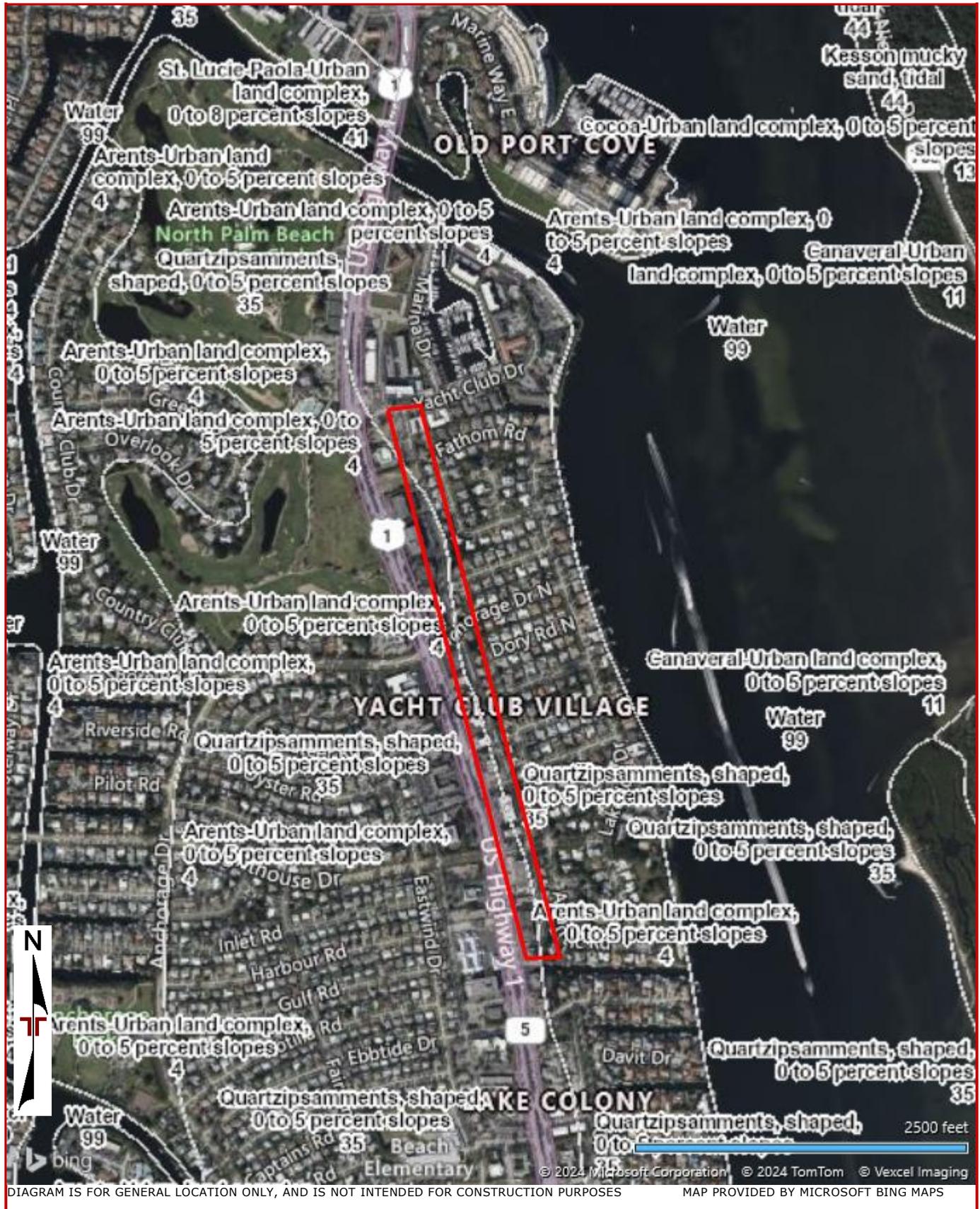
Contents:

- Site Location
- Soil Survey
- Exploration Plan

Site Location



Soil Survey



Geotechnical Engineering Report

East Alley Wall Replacement | Village of North Palm Beach, Florida

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Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exploration and Laboratory Results

Contents:

Boring Logs (B-1 through B-12)

Boring Log No. B-1

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8261° Longitude: -80.0598° Depth (Ft.) Elevation: 7 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test			
							Test Type	Compressive Strength (tsf)	Strain (%)	
	PAVEMENT	3" asphalt over 8" shellrock base course	0.9							
	SAND (SP)	with trace to some sand-sized to gravel-sized shell fragments, fine grained, light brown, medium dense	2.0			19-6-5-7 N=11				
1	SAND (SP)	fine to medium grained, orange-brown, medium dense to loose	5.0			7-5-5-3 N=10				
	SAND (SP)		5.5	▽		3-3-4-4 N=7				
	SAND (SP)		6.0			3-2-3-2 N=5				
	SAND (SP)		9.0			1-2-2-3 N=4				
	SAND (SP)		15.0			2-3-4-5 N=7				
	SAND (SP)		20.0			2-2-3-4 N=5				
Boring Terminated at 20 Feet			-13							

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations ▽ 4.5' during drilling</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p>
<p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Logged by</p> <p>Boring Started 06-21-2024</p> <p>Boring Completed 06-21-2024</p>

Boring Log No. B-2

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8253° Longitude: -80.0596° Depth (Ft.) Elevation: 8 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	6" asphalt over 22" shellrock base course				18-15-11-11 N=26			
	SAND (SP)	fine grained, light brown, medium dense to very loose	2.3 - 5.7			9-7-4-4 N=11			
1	SAND (SP)	fine grained, light brown, medium dense to very loose		5	▽	2-1-1-1 N=2			
						1-1-1-1 N=2			
						1-1-1-1 N=2			
2	SILTY SAND (SM)	fine grained, gray, very loose MC = 95% -200 = 44% MC = 71% -200 = 21.5%	12.0 - 16.0			N = WOR			
1	SAND (SP)	fine to medium grained, light brown to light gray, loose	16.0 - 20.0			3-4-5-5 N=9			
		<i>Boring Terminated at 20 Feet</i>	20						

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Water Level Observations
 ▽ 5' during drilling

Drill Rig
 Mobile B-59

Hammer Type
 Automatic

Driller
 T.S.

Notes

Begin Mud Rotary at 8 feet
 Elevation shown is in NAVD
 WOR = Weight of rods advanced sampler 24 inches
 MC = Moisture Content
 -200 = Percent Finer than the U.S. No. 200 Sieve

Advancement Method
 Mud Rotary
 Continuous sampling to 10 feet
 Samples at 5 feet intervals thereafter

Abandonment Method
 Boring backfilled with bentonite chips upon completion
 and surfaced with cold patch asphalt.

Logged by

Boring Started
 06-21-2024

Boring Completed
 06-21-2024

Boring Log No. B-3

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8244° Longitude: -80.0593° Depth (Ft.) _____ Elevation: 9.5 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	5" asphalt over 18" shellrock base course	1.9			20-13-8-8 N=21			
1	SAND (SP)	fine to medium grained, orange-brown, loose to very loose	7.6	5	▽	1-2-1-2 N=3			
						1-1-1-1 N=2			
						1-2-1-2 N=3			
						1-2-2-3 N=4			
		medium dense				3-5-6-8 N=11			
		Boring Terminated at 20 Feet	20						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations ▽ 5' during drilling</p> <p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 06-21-2024</p> <p>Boring Completed 06-21-2024</p>
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Boring Log No. B-4

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8235° Longitude: -80.0589° Depth (Ft.) Elevation: 8.5 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	5" asphalt over 18" shellrock base course	1.9			22-13-10-7 N=23			
1	SAND (SP)	fine to medium grained, orange-brown to light brown, loose to very loose	6.6	5 ▽		7-4-4-4 N=8			
			10			2-3-2-3 N=5			
			10			2-2-2-3 N=4			
			10			1-2-2-3 N=4			
			15			2-3-3-4 N=6			
			20			1-1-2-2 N=3			
		<i>Boring Terminated at 20 Feet</i>	-11.5						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations ▽ 5' during drilling</p> <p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 06-21-2024</p> <p>Boring Completed 06-21-2024</p>
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Boring Log No. B-5

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8224° Longitude: -80.0589° Depth (Ft.) Elevation: 9.5 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	4" asphalt over 15" shellrock base course	1.6			18-9-6-6 N=15			
1	SAND (SP)	fine to medium grained, orange-brown to light brown, loose to very loose	7.9	5	▽	6-6-4-4 N=10			
						3-2-3-3 N=5			
						2-3-2-3 N=5			
						2-3-3-4 N=6			
						2-3-3-4 N=6			
						1-2-2-2 N=4			
		<i>Boring Terminated at 20 Feet</i>	20.0						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations ▽ 5' during drilling</p> <p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 06-24-2024</p> <p>Boring Completed 06-24-2024</p>
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Boring Log No. B-6

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8214° Longitude: -80.0585° Depth (Ft.) Elevation: 9 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	3" asphalt over 16" shellrock base course	1.6			20-11-10-9 N=21			
1	SAND (SP)	fine to medium grained, orange-brown to light brown, medium dense to loose	7.4	5.5'		9-8-8-6 N=16			
						4-3-2-3 N=5			
						2-3-2-3 N=5			
						2-2-3-3 N=5			
						3-3-4-4 N=7			
						3-5-4-6 N=9			
		<i>Boring Terminated at 20 Feet</i>	20						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations 5.5' during drilling</p> <p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 06-24-2024</p> <p>Boring Completed 06-24-2024</p>
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Boring Log No. B-7

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8204° Longitude: -80.0581° Depth (Ft.) _____ Elevation: 8.5 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	5" asphalt over 16" shellrock base course	1.8			22-13-9-7 N=22			
1	SAND (SP)	fine to medium grained, orange-brown to light brown, medium dense to loose	6.7			6-5-6-5 N=11			
				5	▽	5-5-4-3 N=9			
						2-3-2-3 N=5			
						2-3-4-4 N=7			
						2-3-3-4 N=6			
						2-1-2-2 N=3			
		very loose	20.0						
		<i>Boring Terminated at 20 Feet</i>							

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations 5.5' during drilling</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p>
<p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Logged by</p> <p>Boring Started 06-24-2024</p> <p>Boring Completed 06-24-2024</p>

Boring Log No. B-8

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8194° Longitude: -80.0576° Depth (Ft.) Elevation: 8.5 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	4" asphalt over 12" shellrock base course	1.3			18-12-9-7 N=21			
1	SAND (SP)	fine to medium grained, light gray to light brown, medium dense to loose	7.2	▽		5-6-5-4 N=11			
			5			2-2-2-2 N=4			
			10			1-2-2-2 N=4			
			15			1-2-3-4 N=5			
			20			2-3-3-4 N=6			
		Boring Terminated at 20 Feet	-11.5			2-4-4-5 N=8			

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p> <p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Water Level Observations ▽ 6' during drilling</p> <p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p> <p>Logged by</p> <p>Boring Started 06-24-2024</p> <p>Boring Completed 06-24-2024</p>
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Boring Log No. B-9

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8185° Longitude: -80.0573° Depth (Ft.) Elevation: 8 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	6" asphalt over 22" shellrock base course	2.3			21-12-10-11 N=22			
	SAND (SP)	with trace to some sand-sized to gravel-sized shell fragments, fine grained, light brown, medium dense	5.7			10-9-10-8 N=19			
	SAND (SP)	fine to medium grained, light brown, loose	6.0	5.5'		8-6-6-4 N=12			
1	SAND (SP)	medium dense				3-4-3-5 N=7			
	SAND (SP)	medium dense				3-5-5-6 N=10			
	SAND (SP)	medium dense				1-2-2-3 N=4			
	SAND (SP)	medium dense				1-2-2-4 N=4			
		Boring Terminated at 20 Feet	20						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations 5.5' during drilling</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p>
<p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Logged by</p> <p>Boring Started 06-25-2024</p> <p>Boring Completed 06-25-2024</p>

Boring Log No. B-10

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8175° Longitude: -80.0570° Depth (Ft.)	Elevation: 7 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
								Test Type	Compressive Strength (tsf)	Strain (%)
		PAVEMENT, 5" asphalt over 21" shellrock base course					16-12-10-8 N=22			
		2.2	4.8				5-6-5-4 N=11			
		3.5	3.5				3-4-3-4 N=7			
		7.0	0	5	▽		4-5-7-7 N=12			
				10			6-5-4-4 N=9			
1				15			1-2-2-4 N=4			
				20			2-3-3-5 N=6			
		Boring Terminated at 20 Feet		20						

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Water Level Observations
 ▽ 5.5' during drilling

Drill Rig
 Mobile B-59
 Hammer Type
 Automatic
 Driller
 T.S.

Notes
 Begin Mud Rotary at 8 feet
 Elevation shown is in NAVD

Advancement Method
 Mud Rotary
 Continuous sampling to 10 feet
 Samples at 5 feet intervals thereafter

Logged by
 Boring Started
 06-25-2024
 Boring Completed
 06-25-2024

Abandonment Method
 Boring backfilled with bentonite chips upon completion
 and surfaced with cold patch asphalt.

Boring Log No. B-11

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8165° Longitude: -80.0568° Depth (Ft.) _____ Elevation: 7 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	5" asphalt over 20" shellrock base course	2.1			14-11-10-8 N=21			
	SAND (SP)	fine to medium grained, light brown, medium dense	4.9			8-6-6-4 N=12			
	SAND (SP)	with trace to some sand-sized to gravel-sized shell fragments, fine grained, light gray, loose to very loose	4.5	5		2-2-1-1 N=3			
	SAND (SP)	fine to medium grained, gray to light gray, medium dense to loose	7.5			1-1-1-3 N=2			
	SAND (SP)	fine to medium grained, gray to light gray, medium dense to loose	20.0			3-5-6-7 N=11			
1	SAND (SP)	fine to medium grained, gray to light gray, medium dense to loose	20.0			2-3-4-5 N=7			
		<i>Boring Terminated at 20 Feet</i>	-13			2-3-3-4 N=6			
			20						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations 6' during drilling</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p>
<p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Logged by</p> <p>Boring Started 06-25-2024</p> <p>Boring Completed 06-25-2024</p>

Boring Log No. B-12

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 26.8155° Longitude: -80.0566° Depth (Ft.) _____ Elevation: 8 (Ft.) +/-	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Strength Test		
							Test Type	Compressive Strength (tsf)	Strain (%)
	PAVEMENT	5" asphalt over 16" shellrock base course	1.8			12-10-10-8 N=20			
	SAND (SP)	with trace to some sand-sized to gravel-sized shell fragments, fine grained, light brown to light gray, medium dense to loose	6.2			6-6-5-4 N=11			
	SAND (SP)	fine to medium grained, gray to light gray, loose to medium dense	9.5	5	▽	2-1-2-1 N=3			
	SAND (SP)	fine to medium grained, gray to light gray, loose to medium dense	-1.5			1-1-1-1 N=2			
	SAND (SP)	fine to medium grained, gray to light gray, loose to medium dense	-1.5			1-2-3-5 N=5			
1	SAND (SP)	fine to medium grained, gray to light gray, loose to medium dense	20.0			3-5-6-6 N=11			
	SAND (SP)	fine to medium grained, gray to light gray, loose to medium dense	-12			3-4-5-5 N=9			
		<i>Boring Terminated at 20 Feet</i>	20						

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations 6' during drilling</p>	<p>Drill Rig Mobile B-59</p> <p>Hammer Type Automatic</p> <p>Driller T.S.</p>
<p>Notes Begin Mud Rotary at 8 feet Elevation shown is in NAVD</p>	<p>Advancement Method Mud Rotary Continuous sampling to 10 feet Samples at 5 feet intervals thereafter</p> <p>Abandonment Method Boring backfilled with bentonite chips upon completion and surfaced with cold patch asphalt.</p>	<p>Logged by</p> <p>Boring Started 06-25-2024</p> <p>Boring Completed 06-25-2024</p>

Supporting Information

Contents:

General Notes

Unified Soil Classification System

General Notes

Sampling	Water Level	Field Tests
 Standard Penetration Test	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		Consistency of Fine-Grained Soils (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Relative Density	Standard Penetration or N-Value (Blows/Ft.)	Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	< 3	Very Soft	less than 0.25	0 - 1
Loose	3 - 8	Soft	0.25 to 0.50	1 - 3
Medium Dense	8 - 24	Medium Stiff	0.50 to 1.00	3 - 5
Dense	24 - 40	Stiff	1.00 to 2.00	6 - 12
Very Dense	> 40	Very Stiff	2.00 to 4.00	12 - 24
		Hard	> 4.00	> 24

Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}
			$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
		Sands with Fines: More than 12% fines ^D	$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	SP	Poorly graded sand ^I
Fines classify as ML or MH	SM		Silty sand ^{G, H, I}		
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots above "A" line ^J	CL	Lean clay ^{K, L, M}
			PI < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N} Organic silt ^{K, L, M, O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			PI plots below "A" line	MH	Elastic silt ^{K, L, M}
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay ^{K, L, M, P} Organic silt ^{K, L, M, Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

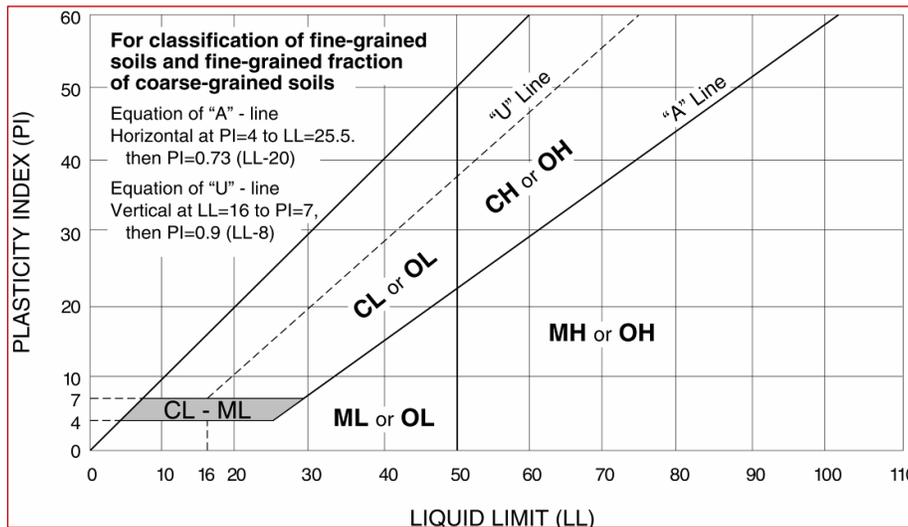
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



SECTION 10

SOLICITATION SUMMARY

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Solicitation. It is **VERY IMPORTANT** that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid **NON-RESPONSIVE**, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:

Due Date and Time:

Name of Bidder: _____

Address: _____

Contact Person: _____

Bid Amount(s): _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

SECTION 11

REFERENCES & SIMILAR PAST PROJECTS

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

Contractors shall provide a minimum of three (3) references and past projects that demonstrate experience with work of a similar scope for this ITB. Include the project name, a detailed description of the scope of work, and contact information for a reference familiar with the contractor's performance. References must include name, organization, phone number, and email address. Ensure that the projects listed are relevant and represent the contractor's capability to successfully complete the work specified in this ITB.

Project 1 Name:
Reference Contact:
Project Scope:

Project 2 Name:
Reference Contact:
Project Scope

Project 3 Name:
Reference Contact:
Project Scope